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### 1. SERVICES REQUIRED

The District of Columbia Public Schools (DCPS) Office of Data and Technology (ODT) seeks to obtain a qualified vendor to perform a comprehensive, in-person inventory of approximately 60,000 to 90,000 physical technology assets across 116 school campuses. The inventorying process involves locating and scanning all technology assets determined by DCPS IT to be within the scope and reconciling the assets in the district's Asset Management platform, TIP Web-IT. The Vendor will ensure that assets are reflected accurately in the system, including but not limited to asset location, condition, status, funding source, and more.

### 2. CONTRACT NUMBER

CW105702

#### 3. TASK ORDER NUMBER

GAGA-2023-T-0322

#### 4. TERM OF CONTRACT

The period of performance shall be from the date of the Award to September 30, 2023

#### 4.1 OPTION TO EXTEND THE TERM OF THE CONTRACT Reserved

### 5. CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The name, address, and telephone number of the Contracting Officer for this task order is:

Brenda Allen Contracting Officer District of Columbia Public Schools 1200 First Street, NE, 9th floor. Washington, DC 20002 Phone: 202-251-2780

E-mail: <u>brenda.allen@k12.dc.gov</u>

- 5.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 5.2 The Contractor shall not comply with any order, directive, or request that changes or modifies the requirements of this contract unless issued in writing and signed by the CO.
- 5.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and with no adjustment.

#### 6. CONTRACT ADMINISTRATOR (CA)

The CA is responsible for the technical administration of the contract and advises the Contracting Officer on the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, for ensuring that the work conforms to the requirements of this contract, and such other responsibilities and authorities as may be specified in writing by the Contracting Officer. The CA for this task order is:

Cyrus Verrani, Deputy Chief District of Columbia Public Schools Office of Data Systems and Strategy 1200 First Street, NE Washington, DC 20002 Phone: 202-671-6403

Email: Cyrus.Verrani@K12.dc.gov

- 6.1 It is understood and agreed that the CA should not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.
- 6.2 Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

### 7. INVOICE PAYMENT

The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances, or adjustments provided for in this contract.

7.1 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

#### 8 INVOICE SUBMITTAL

The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in the contract.

- **8.1** The Contractor shall submit payment requests in electronic format through the DC Vendor Portal www.vendorportal.dc.gov by selecting the applicable purchase order number, which is listed on the Contractor's profile.
- **8.2** To constitute a proper invoice, the Contractor shall attach to all payment requests the invoice and all supporting documentation or information.

### 9. INSURANCE

**A.** GENERAL REQUIREMENTS. The Contractor, at its sole expense, shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance to the Contracting Officer (CO), giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to and accepted by the CO.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such

other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

### **B.** INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate.

### The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or its equivalent) to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis with respect to any other insurance, deductibles, or self-insurance available to the additional insureds.
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
- e) Defense costs shall be in addition to and not erode the limits of liability.
- 2. <u>Automobile Liability Insurance</u> The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor in connection with work under this agreement, with a minimum combined single limit of \$1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Contractor shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto."

b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

### The Commercial Auto Liability policy shall be further endorsed to:

- a. To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
- b. Coverage available to the additional insureds shall apply on a primary and non-contributing basis with respect to any other insurance, deductibles, or self-insurance available to the additional insureds.
- c. A waiver of subrogation in favor of The Government of the District of Columbia
- d. Defense costs shall be in addition to and not erode the limits of liability.
- e. If applicable, include Form CA 99 48 03 06 Pollution Liability Broadened Coverage for Covered Autos Business Auto, Motor Carrier, and Truckers (or its equivalent)
- 3. <u>Workers' Compensation Insurance</u> The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury, \$500,000 per employee for disease, and \$500,000 for policy disease limit.

The Workers Compensation and Employers Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
- b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
- c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.
- Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of 4. contract, and violation of any consumer protection laws arising out of the Contractor's operations or services with a limit of \$2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third-party and first-party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, the negligent transmission of a computer virus, or use of computer networks in connection with the denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by the Contractor on behalf of The Government of the District of Columbia in the event of a data breach, including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. The contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two years after.
- 5. <u>Commercial Umbrella or Excess Liability</u> The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. <u>All</u> liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance, or reinsurance maintained by The Government of the

District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

6. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm, and non-physical abuse, such as verbal, emotional, or mental abuse; any actual, threatened, or alleged act; errors, omission, or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts or through a separate stand-alone sexual abuse and molestation policy with confirmation there are no exclusions for abuse or assault & battery under the General Liability. So-called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the ORM for compliance review.

### C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by the Contractor for work under this agreement shall be required to have the same insurance required of the Contractor. Should the Contractor wish to propose different insurance requirements than outlined below, then, prior to the commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor. In either instance, the Contractor must provide proof of the subcontractor's required insurance prior to the commencement of work by the subcontractor.

#### D. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance, or self-insurance, including any deductible or retention, maintained by the Government of the District of Columbia.

- **E.** DURATION. The Contractor shall carry all required insurance until all contract work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction-related contracts.
- **F.** LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the contractor's liability under this contract.
- **G.** CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.
- **H.** MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

- I. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in the Contractor no long complying with the above requirements. The Contractor shall provide the CO with ten days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving the Contractor at least 30 days' notice of the change. The contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.
- **J.** CERTIFICATES OF INSURANCE. The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. The contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. The contractor is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

### The Government of the District of Columbia

Yawovi Klouvi
Senior Contract Specialist.
District of Columbia Public Schools
Office of Chief Resource Strategy
Contracts and Acquisitions Division
1200 First Street, NE – 9th Floor
Washington, DC 20002
Phone: 202-442-5114

E-mail: <u>yawovi.klouvi@k12.dc.gov</u>

The CO may request, and the Contractor shall promptly deliver, updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- **K.** DISCLOSURE OF INFORMATION. The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- L. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- **M.** WARRANTIES. When applicable, the Contractor should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services

Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). CO should collect, review for accuracy, and maintain all warranties for goods and services.

**10. ORDER OF PRECEDENCE.** The contract awarded as a result of this GSA will contain the following clause:

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- 1. An applicable Court Order, if any
- 2. Contract document
- 3. Standard Contract Provisions
- 4. Contract attachments other than the Standard Contract Provisions
- 5. RFTOP, as amended.
- 6. Proposal

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#### 11. ATTACHMENTS

- **11.1** Attachment A Statement of Work
- 11.2 Attachment B Price Schedule

### **ATTACHMENT A**

## A.1 Scope of Work

The District of Columbia Public Schools (DCPS) Office of Data and Technology (ODT) seeks to obtain a qualified vendor to perform a comprehensive, in-person inventory of approximately 60,000 to 90,000 physical technology assets across 116 school campuses. The inventorying process involves locating and scanning all technology assets determined by DCPS IT to be within the scope and reconciling the assets in the district's Asset Management platform, TIP Web-IT. The Vendor will ensure that assets are reflected accurately in the system, including but not limited to asset location, condition, status, funding source, and more.

- A.2 APPLICABLE DOCUMENTS: Reserved
- A.3 DEFINITIONS: Reserved

#### A.4 BACKGROUND

The District of Columbia Public Schools (DCPS) serves approximately 50,000 students through 116 schools. We believe that technology is an enabler of student progress, educator effectiveness, and parent engagement. With equitable access to reliable technology as a foundation, the district will enhance student learning experiences and accelerate progress toward our vision for creating empowered and engaged communities of learners.

### A.5 REQUIREMENTS

The Contractor shall meet the following project requirements/specifications:

- A.5.1 The vendor shall conduct an onsite visit to each of the 116 DCPS schools across the district and perform an inventory audit of physical IT assets by visiting each space within the building that contains technology assets (determined by the school). The Vendor will properly capture each school's inventory with the appropriate coding and information required and update the district's asset management system, TIP Web-IT, accordingly. Existing Asset tags will be utilized to identify assets, confirm or update location information in the system, and check to confirm make and model, status, and condition. The vendor will also provide detailed audit reports to DCPS IT and school leadership for each school as they complete the campus-wide inventory audit.
- **A.5.2** The vendor shall primarily use the DCPS IT asset management system, TIP Web-IT, to conduct the inventory audit and utilize handheld computers equipped with laser barcode scanners furnished by the vendor to update the system
- **A.5.3** The vendor shall apply a new DCPS asset barcode (also known as 'Asset Tag') provided by DCPS to any devices that are missing existing asset tags. The vendor shall then update the new tag number, manufacturer identifier (e.g., a serial number), location, status, condition, and funding source in TIPWeb-IT. Devices that are not available in TIPWeb-IT should be properly asset tagged (if the asset

tag is missing), and the pertinent information uploaded in TIPWeb

- **A.5.4** The vendor shall collect and upload, at a minimum, the following information in TIPWeb to ensure all newly located devices are added to the district's IT asset management system successfully:
  - Site ID
  - Site Name
  - Asset Tag Number
  - Asset Type
  - Product Type
  - Product Name
  - Model
  - Serial Number
  - Location
  - Location ID
  - Name of person conducting inventory
- **A.5.5** The vendor shall utilize the data gathered to update all asset additions, transfers, and disposal into a DC Public School IT asset management system TIPWeb-IT. The vendor shall utilize TIPWeb-IT as well as any vendor systems of choice to produce all necessary reports and data to DCPS IT successfully.
  - On completion of the Physical audit, the vendor shall provide DCPS-IT preliminary audit reports.
  - Vendors shall provide DCPS-IT two weeks from the day of preliminary report submission of each site to respond to findings.
  - Vendor shall reconcile report at submitting final audit report of each site.
- **A.5.6** The following IT assets shall be within the scope of the audit. The vendor shall provide a comprehensive physical inventory of all the DC Public Schools IT assets, regardless of make, model, and age, within the following asset type:
  - Windows and Mac Desktop
  - All-In-One Desktops
  - Laptops (Windows and Mac)
  - Tablets / iPads
  - Interactive Boards/display boards
  - Projectors
  - Document Camera

# A.5.7 Project sites

The vendor shall visit all 116 school sites of DC Public Schools and conduct necessary tasks to complete the audit process.

- a. The Vendor shall work with a point of contact at each school to schedule a visit. DCPS IT will provide a list of all school-based points of contact and will serve as an escalation point if and when needed.
- b. List of DCPS Sites, addresses, and Principal information can be found at <a href="http://profiles.dcps.dc.gov/">http://profiles.dcps.dc.gov/</a>

- c. Vendor shall be flexible on accommodating school schedule requests and be available to provide service anytime between 7 AM and 9 PM EST due to the nature of the school.
- d. The Vendor's staff members shall always carry valid government-issued identification and pass necessary background checks to enter any school sites.

### A.6 Deliverables

- **A.6.1** The Contractor shall deliver all items listed under "Attachment B" (Price Schedule) to the Contract Administrator identified in Section 6 of this solicitation.
  - a. Upon award of the contract, the vendor shall be available for a kick-off meeting with DCPS IT within two business days.
  - b. The Vendor must prepare a detailed project plan within one week of contract award and complete the project by no later than September 30, 2023.

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#### **ATTACHMENT B - Price Schedule**

#### SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES, AND PRICE/COST

- **B.1** The District of Columbia Public Schools (DCPS) Office of Data and Technology (ODT) seeks to obtain a qualified vendor to perform a comprehensive, in-person inventory of approximately 60,000 to 90,000 physical technology assets across 116 school campuses. The inventorying process involves locating and scanning all technology assets determined by DCPS IT to be within the scope and reconciling the assets in the district's Asset Management platform, TIP Web-IT. The Vendor will ensure that assets are reflected accurately in the system, including but not limited to asset location, condition, status, funding source, and more.
- **B.2** The District contemplates a single-award firm-fixed-price contract in accordance with 27 DCMR Chapter 24
- B.3 PRICE SCHEDULE
- B.3.1 BASE PERIOD: (Date of Award September 30, 2023)

CLIN	Item Description	Hourly Rate	Quantity of hours	Not to Exceed Amount
001	Audit Technicians (Physical Inventory of Technology Assets)	\$39.50	5,000 hours	\$197,500.00
	\$197,500.00			

### B.6 NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. CODE § 2-222.04 et seq.

- **B.6.1** Nonprofit organizations, as defined in the Act, shall include in their rates the indirect costs incurred in the provision of goods or performance of services under this contract pursuant to the nonprofit organization's unexpired Negotiated Indirect Cost Rate Agreement (NICRA). If a nonprofit organization does not have an unexpired NICRA, the nonprofit organization may elect to instead include in its rates its indirect costs:
  - 1) As calculated using a *de minimis* rate of 10% of all direct costs under this contract.
  - 2) By negotiating a new percentage indirect cost rate with the awarding agency.
  - 3) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past 2 years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with 4.5.2; or
  - 4) As calculated with a percentage rate and base amount, determined by a certified public accountant, as defined in the Act, using the nonprofit organization's audited financial statements from the immediately preceding fiscal year, pursuant to the OMB Uniform Guidance, and certified in writing by the certified public accountant.
- **B.6.2** If this contract is funded by a federal agency, indirect costs shall be consistent with the requirements for pass-through entities in 2 C.F.R. § 200.331 or any successor regulations.

