

<b>SOLICITATION, OFFER, AND AWARD</b> Government of the District of Columbia			1. Caption			Page 1 of 44 Pages			
			<b>Student and staff Devices</b>			1	45		
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market	
		<b>GAGA-2024-I-0061</b>		<input checked="" type="checkbox"/>	Sealed Bid (IFB)	<b>December 21, 2023</b>		<input checked="" type="checkbox"/>	Open
					Sealed Proposals (RFP)				Set Aside
					Other				Open with Sub-Contracting Set Aside
7. Issued By: District of Columbia Public Schools (DCPS) Office of Contracts and Acquisitions 1200 First Street N.E., 9 <sup>th</sup> floor Washington, D.C. 20002					8. Address Offer to:  <a href="mailto:dcpsoca.inquiries@k12.dc.gov" style="color: blue; text-decoration: underline;">dcpsoca.inquiries@k12.dc.gov</a> .				
NOTE: In sealed bid solicitations, "offer" and offeror" means "bid" and "bidder."									
<b>SOLICITATION</b>									
9. Sealed offers must be submitted electronically via email at: <a href="mailto:dcpsoca.inquiries@k12.dc.gov" style="color: blue; text-decoration: underline;">dcpsoca.inquiries@k12.dc.gov</a> No later than 12:00 pm EST on Thursday, January 04, 2024.									
CAUTION: Late Submissions, Modifications, and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.									
10. For Information Contact	A. Name			B. Telephone Number			C. E-mail Address		
	Yawovi Klouvi			202.770.6117			<a href="mailto:yawovi.klouvi@dc.gov" style="color: blue; text-decoration: underline;">yawovi.klouvi@dc.gov</a>		
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<b>OFFER</b>									
12. The undersigned agrees, if this offer is accepted within 30 calendar days from the date for receipt of offers specified above, to furnish any and all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.									
13. Discount for Prompt Payment	10 Calendar days %		20 Calendar days %		30 Calendar days %		___ Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number(s)		Date	Amendment Number		Date	
15A. Name and Address of Offeror						16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone			<input type="checkbox"/> 15 C. Check if remittance address is different from above - Refer to Section G			17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)							
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>									
19. Accepted as to Items numbered			20. Amount			21 Accounting and Appropriation Data			
22. Name of Contracting Officer (Type or Print)					23. Signature of Contracting Officer (District of Columbia)			24. Award Date	

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

- B.1** The District of Columbia Public Schools (DCPS), Office of Fiscal Strategy, Contracts, and Acquisitions division, on behalf of the Office of the Data and Technology (ODT) is seeking a contractor to provide specified hardware and related deployment and configuration services to maintain a 1:1 student-to-device ratio in grades 3 through 12, and a 3:1 ratio in grades pre-K through 2 and to ensure all teachers have a functional in-lifecycle computer for the coming school year.
- B.2** The District contemplates a single-award of requirements firm-fixed-price contract in accordance with 27 DCMR Chapter 24

### **B.3 REQUIREMENTS CONTRACT**

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which the District may order from the Contractor or relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, Section G.4.1. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period if the Contractor shall not be required to make any deliveries under this contract after the expiration of the contract.

### **B.4 PRICE SCHEDULE**

#### **B.4.1 Base Year: Award date thru September 30, 2024**

CL IN	Item Description	Quantity	Unit Price	Total	ECF total Portion (Discount)	DCPS Total portion
1	Lenovo 13W Gen 1 Laptop R3/8GB/256GB) <b>Mfg Part No: 82S2S03800</b>	6200	\$_____	\$_____	\$2,298,400.00	\$_____
2	Lenovo 13W Gen 2 Laptop R3/8GB/256GB) <b>Mfg Part No: 82S2S03800</b>	13,290	\$_____	\$_____	\$0.00	\$_____
3	Lenovo 13W Gen 1 Laptop (R5/16GB/512GB) <b>Mfg Part No: 82S2S05100</b>	350	\$_____	\$_____	\$0.00	\$_____
4	Lenovo 13W Gen 2 Laptop (R5/16GB/512GB) <b>Mfg Part No: 82S2S05100</b>	702	\$_____	\$_____	\$0.00	\$_____
5	Lenovo Factory Deployment <b>Mfg Part No: DEPLOY</b>	20,542	\$_____	\$_____	\$0.00	\$_____
6	Dell Latitude 7440 (i7/ 16GB/ 512GB) <b>Mfg Part No: I574304Y</b>	1,550	\$_____	\$_____	\$500,000.00	\$_____
7	Dell Laptop Deployment Mfg Part No: DEPLOY	1,550	\$_____	\$_____	\$0.00	\$_____
8	Bretford CUBE Pre-Wired Charging Cart <b>Mfg Part No: TVC32USBC-CK</b>	675	\$_____	\$_____	\$0.00	\$_____
	<b>Total</b>					\$_____

B.5 A bidder responding to this solicitation is required to subcontract. The subcontracting plan shall be submitted with its bid, any subcontracting plan required by law. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law.

For contracts more than \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

A Subcontracting Plan form is available at <http://ocp.dc.gov>; under Quick Links, click on “Required Solicitation Documents.

**SECTION C: SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE:**

The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the Office of the Data and Technology (ODT), is seeking a contractor to provide Lenovo student devices and related configuration services to maintain a 1:1 student-to-device ratio in grades 3 through 12, and a 3:1 ratio in grades pre-K through 2.

**C.2 APPLICABLE DOCUMENTS: Not Applicable**

**C.3 DEFINITIONS: Not Applicable**

**C.4 BACKGROUND**

The District of Columbia Public Schools (DCPS) serves approximately 50,000 students through the efforts of approximately 4,000 educators in 118 schools. We believe that technology is an enabler of student progress, educator effectiveness, and parent engagement. The Empowered Learners Initiative (ELI) is aimed at bringing the District’s vision of digital equity and future-ready teaching and learning to fruition. 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.

**C.5 REQUIREMENTS**

**C.5.1 Specifications**

**C.5.1.1 Student Devices**

**C5.1.1.1 Lenovo 13 W Yoga - Gen 1 (R3/8GB/256GB)**

Lenovo 13W Yoga – Gen 1 (R3/8GB/256GB)	
<b>Processor</b>	AMD Ryzen 3
<b>Memory</b>	8 GB
<b>Hard drive</b>	256 GB SSD
<b>Display</b>	Screen: 13.3” Anti-glare, touch with corning Gorilla Glass
<b>Network Interface Card</b>	Wi-Fi 6 802.11 AX 4G LTE Advanced capable with built-in Nano SIM card slot
<b>Bluetooth</b>	5.2
<b>Graphics</b>	Intel HD Graphics 615
<b>Cameras</b>	FHD with dual array microphone 5.0MP rear-facing autofocus camera with 1080p HD video
<b>Audio</b>	stereo speakers
<b>Ports and Connections</b>	2 x USB-C 3.2, 2x USB-A 3.2, HDMI 2.0, headphone/ Mic Combo / SD Card Reader
<b>Video Output</b>	External display support
<b>Battery</b>	10 hours
<b>Security</b>	Smart Power On, fingerprint reader with power button, Webcam privacy shutter Nano security slot
<b>Sensors</b>	Ambient light sensor/Accelerometer/Gyroscope/Magnetometer
<b>Endpoint Management</b>	Absolute Enabled
<b>Pen</b>	Integrated Pen with active electrostatic technology
<b>Keyboard</b>	Spill-resistant Integrated Touchpad

	Backlighting
<b>Warranty</b>	4-year factory warranty + Accidental Damage Protection (ADP)
<b>Factory Deployment</b>	Image with DCPS approved image, join device to DCPS azure directory services, ensure proper imaging and azure connection, Asset tag each device with DCPS provided asset tag, Installation of SIM provided by DCPS, Capture sim and associated device information.
<b>Laser Etching</b>	All AMD Ryzen 3 devices must be laser etched on the top of the laptop's lid with minimum dimension: 1 x 2 with text "SY 2024"

#### C.5.1.1.2 Lenovo 13W Yoga – Gen 2 (R3/8GB/256GB)

Lenovo 13W Yoga – Gen 2 (R3/8GB/256GB)	
<b>Processor</b>	AMD Ryzen 3
<b>Memory</b>	8 GB
<b>Hard drive</b>	256 GB SSD
<b>Display</b>	Screen: 13.3" Anti-glare, touch with corning Gorilla Glass
<b>Network Interface Card</b>	Wi-Fi 6 802.11 AX
<b>Bluetooth</b>	5.2
<b>Graphics</b>	Intel HD Graphics 615
<b>Cameras</b>	FHD with dual array microphone 5.0MP rear-facing autofocus camera with 1080p HD video
<b>Audio</b>	stereo speakers
<b>Ports and Connections</b>	2 x USB-C 3.2, 2x USB-A 3.2, HDMI 2.0, headphone/ Mic Combo / SD Card Reader
<b>Video Output</b>	External display support
<b>Battery</b>	10 hours
<b>Security</b>	Smart Power On, fingerprint reader with power button, Webcam privacy shutter Nano security slot
<b>Sensors</b>	Ambient light sensor/Accelerometer/Gyroscope/Magnetometer
<b>Endpoint Management</b>	Absolute Enabled
<b>Pen</b>	Integrated Pen with active electrostatic technology
<b>Keyboard</b>	Spill-resistant Integrated Touchpad Backlighting
<b>Warranty</b>	4-year factory warranty + Accidental Damage Protection (ADP)
<b>Factory Deployment</b>	Image with DCPS approved image, Join device to DCPS Azure directory services, ensure proper imaging and Azure connection, Asset tag each device with DCPS provided asset

	tag, Installation of SIM provided by DCPS, Capture sim and associated device information.
<b>Laser Etching</b>	All AMD Ryzen 3 devices must be laser etched on the top of the laptop's lid with minimum dimension: 1 x 2 with text "SY 2024."

#### C.5.1.1.3 Lenovo 13W Yoga – Gen 1 (R5/16GB/512GB)

Lenovo 13W Yoga – Gen 1 (R5/16GB/512GB)	
<b>Processor</b>	AMD Ryzen 5
<b>Memory</b>	16GB
<b>Hard drive</b>	512 GB SSD
<b>Display</b>	Screen: 13.3" Anti-glare, touch with corning Gorilla Glass
<b>Network Interface Card</b>	Wi-Fi 6 802.11 AX 4G LTE Advanced capable with built-in Nano SIM card slot
<b>Bluetooth</b>	5.2
<b>Graphics</b>	Intel HD Graphics 615
<b>Cameras</b>	FHD with dual array microphone 5.0MP rear-facing autofocus camera with 1080p HD video
<b>Audio</b>	stereo speakers
<b>Ports and Connections</b>	2 x USB-C 3.2, 2x USB-A 3.2, HDMI 2.0, headphone/ Mic Combo / SD Card Reader
<b>Video Output</b>	External display support
<b>Battery</b>	10 hours
<b>Security</b>	Smart Power On, fingerprint reader with power button, Webcam privacy shutter Nano security slot
<b>Sensors</b>	Ambient light sensor/Accelerometer/Gyroscope/Magnetometer
<b>Endpoint Management</b>	Absolute Enabled
<b>Pen</b>	Integrated Pen with active electrostatic technology
<b>Warranty</b>	4-year factory warranty + Accidental Damage Protection (ADP)
<b>Factory Deployment</b>	Image with DCPS approved image, Join device to DCPS azure directory services, ensure proper imaging and azure connection, Asset tag each device with DCPS provided asset tag, Installation of SIM provided by DCPS, Capture sim and associated device information.
<b>Laser Etching</b>	All AMD Ryzen 5 devices must be laser etched on the top of the laptop's lid with this image. Minimum dimension: 3 x 3 inches and 1x2 with text "SY 2024"

#### C.5.1.1.4 Lenovo 13W Yoga – Gen 2 (R5/16GB/512GB)

Lenovo 13W Yoga – Gen 2 (R5/16GB/512GB)	
<b>Processor</b>	AMD Ryzen 5
<b>Memory</b>	16GB

<b>Hard drive</b>	512 GB SSD
<b>Display</b>	Screen: 13.3” Anti-glare, touch with corning Gorilla Glass
<b>Network Interface Card</b>	Wi-Fi 6 802.11 AX
<b>Bluetooth</b>	5.2
<b>Graphics</b>	Intel HD Graphics 615
<b>Cameras</b>	FHD with dual array microphone 5.0MP rear-facing autofocus camera with 1080p HD video
<b>Audio</b>	stereo speakers
<b>Ports and Connections</b>	2 x USB-C 3.2, 2x USB-A 3.2, HDMI 2.0, headphone/ Mic Combo / SD Card Reader
<b>Video Output</b>	External display support
<b>Battery</b>	10 hours
<b>Security</b>	Smart Power On, fingerprint reader with power button, Webcam privacy shutter Nano security slot
<b>Sensors</b>	Ambient light sensor/Accelerometer/Gyroscope/Magnetometer
<b>Endpoint Management</b>	Absolute Enabled
<b>Pen</b>	Integrated Pen with active electrostatic technology
<b>Warranty</b>	4-year factory warranty + Accidental Damage Protection (ADP)
<b>Factory Deployment</b>	Image with DCPS approved image, Join device to DCPS azure directory services, ensure proper imaging and azure connection, Asset tag each device with DCPS provided asset tag, Installation of SIM provided by DCPS, Capture sim and associated device information.
<b>Laser Etching</b>	All AMD Ryzen 5 devices must be laser etched on the top of the laptop’s lid with this image. Minimum dimension: 3 x 3 inches and 1x2 with text “SY 2024”

### C.5.1.2 Teacher / Staff Devices

#### C.5.1.2.1 Dell Latitude 7440

Dell Latitude 7440	
<b>Processor</b>	Intel i7 13 <sup>th</sup> Generation
<b>Memory</b>	16GB
<b>Hard drive</b>	256 GB SSD
<b>Display</b>	2-in-1,14.0"FHD (1920x1080) AR+AS, SLP, Touch, WVA 300nits, FHD IR Cam/Mic, WLAN, ALU, Pen Support
<b>Network Interface Card</b>	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, MU-MIMO
<b>Bluetooth</b>	5.2
<b>Graphics</b>	Integrated Intel Iris Xe Graphics

<b>Cameras</b>	1080p at 30 fps, FHD IR MIPI camera with built-in camera shutter. ExpressSign-in intelligent privacy, Ambient Light sensor Temporal Noise Reduction
<b>Audio</b>	Waves Maxx Audio
<b>Ports and Connections</b>	2 USB Type-C Thunderbolt 4.0 ports with Power Delivery & Power Delivery DisplayPort 1.4 2 USB 3.2 Gen 1 Type A port 1 headset (headphone and microphone combo) port 1 HDMI 2.0 port
<b>Video Output</b>	External display support (HDMI or Display Port)
<b>Battery</b>	3 Cell 57Whr Express Charge Capable Battery
<b>Keyboard</b>	English US backlit keyboard, 79-key
<b>Endpoint Management</b>	Absolute Enabled
<b>Warranty</b>	4-year factory warranty + Accidental Damage Protection (ADP)
<b>Deployment Service</b>	Full Deployment Services only and Deployment services should include: Imaging, windows updates, asset tagging, disposing of boxes, and delivering fully imaged and ready devices to the DCPS warehouse. DCPS will not be providing facilities or resources to assist with the deployment services.

## C.5.2 Requirements

The Contractor shall meet the following project requirements/specifications:

- C.5.2.1** Ensure that all devices and accessories are new and fully functional upon arrival.
- C.5.2.2** Authorized by the manufacturer to sell/resell the devices and accessories specified herein.
- C.5.2.3** All windows devices must be registered for Autopilot.
- C.5.2.4** Apple devices must be registered under DCPS apple school manager account.
- C.5.2.5** The Contractor will provide charging carts with the following specifications:

Student Device Cart Specification

<b>Bretford CUBE 32-Device Pre-Wired Charging Cart</b>	
<b>Capacity</b>	Minimum 32, Maximum 36
<b>Shelves</b>	Minimum 2
<b>Power Input</b>	AC: 120V AC, 12A, 50/60Hz;
<b>Power Management</b>	Smart Agile Power
<b>Security</b>	Padlock only – Must be included with cart
<b>Mobility</b>	Wheels + Wheel Lock



<b>Wire</b>	Lenovo 13W standard/ compatible USB-C power adapters
<b>Warranty</b>	7 years full warranty on carts and wire.
<b>Service</b>	All carts must have visible warranty coverage information and warranty service contact information on a warranty sticker. The following message should be added on the back door close to the lock, minimum dimension 4x4inch size. <i>“Do not remove wire from the cart. Removing wire from cart will void the warranty of wire”</i>

### **C.5.2.6 Imaging Process QA/QC Check process.**

The Contractor shall perform the following functions at their facility - DCPS will not be providing facilities or resources to assist with the deployment services:

- a. Unbox the device and attach a unique asset tag ID to the device.
- b. Image above specified device (Lenovo 13W, Dell 7440) with DCPS-approved image.
- c. Join Windows device to DCPS Azure directory service.
- d. Log and manage DOA via Supply Chain Management Portal
- e. Run post-image process image QA/QC Check
  1. Windows Device (Dell Latitude 7440 and Lenovo 13W)
    - I. Check to ensure login credentials work.
    - II. Check to ensure the student image is correct.
    - III. Check the Computer Name against the device serial number.
    - IV. Check Computer name is against the school’s name.
    - V. Check to ensure the device is registered with DCPS Azure AD
    - VI. Check primary application and service functionality.
    - VII. Check Wi-Fi and Ethernet connectivity to the network.
    - VIII. Check Firewall
    - IX. Check Internet Filter
- g. Log QA/QC report to Supply Chain Management Portal
- h. Populate Lenovo 13W devices in the cart group by allocated site information.

### **C.5.2.7 Mobile Cart Readiness Process**

The Contractor shall perform the following functions at their facility - DCPS will not be providing facilities or resources to assist with the deployment services:

- a) Unbox mobile carts and attach unique asset tag ID.
- b) Log and manage DOA and defective mobile carts via a tracking system.
- c) Attached school ID stickers to each cart.
- d) Stage mobile carts at the workstation and populate carts with Lenovo 13W Yoga devices based on the school allocation list.
- e) Scan carts unique ID tag, allowing completion status, cart device quantity, and ready-for-pick-up status to be updated by the DCPS management team via dashboard and email hourly/daily/weekly reports.

#### **C.5.2.8 Intake Process: Delivery, Unload, Inventory, and Staging at DCPS Warehouse**

- a. All carts' doors should be locked, and keys should be securely stored within the cart.
- b. All carts should be clearly labeled with the site name, PO number, School contact Name and the number of devices inside the carts.
- c. Devices not in the cart should be delivered in secure boxes with the site name, PO number, contact name and number of devices inside the box.
- d. Delivery vehicle should be standard loading dock compatible.
- e. Item must be secured on skid. If Items are not on the skid, offload shipments from shipping trucks and Store them in the designated area within the DCPS warehouse.
- f. Inspect each shipment for accuracy and condition of equipment upon arrival at DCPS.
- g. Post daily shipping reports and tracking to the Supply Chain Management Portal

#### **C.5.2.9 Site Condition Management**

- a. Stage and Unbox equipment for QA/QC technicians.
- b. Removal of trash to the site's designated trash area for disposal
- c. Removal of pallets to the site's designated trash area for disposal

### **SECTION D: PACKAGING AND MARKING**

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

### **SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by clauses number five (5) and six (6), Inspection of Services of the Government of the District of

**SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 TERM OF CONTRACT**

The terms of the contract shall be from the date of award through September 30, 2024.

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

RESERVED.

**F.3 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the Contract Administrator identified in section G.9 in accordance with the following:

<b>Contract Line Item (CLIN)</b>	<b>Deliverables</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
0001	Lenovo 13W Gen 1 Laptop R3/8GB/256GB) Mfg Part No: 82S2S03800	6200	Deliver to District of Columbia Public Schools (DCPS) Warehouse	ASAP/ NLT April 30, 2023
0002	Lenovo 13W Gen 2 Laptop (R3/8GB/256GB) Mfg Part No: 82S2S03800	9601	Deliver to District of Columbia Public Schools (DCPS) Warehouse	ASAP/ NLT April 30, 2023
0003	Lenovo 13W Gen 1 Laptop (R5/16GB/512GB) Mfg Part No: 82S2S03800	350	Included Warranty Service	ASAP/ NLT April 30, 2023
0004	Lenovo 13W Gen 2 Laptop (R5/16GB/512GB) Mfg Part No: 82S2S03800	650	Included accidental damage protection (ADP)	ASAP/ NLT April 30, 2023
0005	Lenovo 4 Years Depot warranty with 4 years accidental damage protection	16,787	Included Warranty Service	Included upon delivery

0006	Bretford CUBE Pre-Wired Charging Cart Mfg Part No: TVC32USBC-CK	566	Deliver to District of Columbia Public Schools (DCPS) Warehouse	ASAP/ NLT April 30, 2023
0007	Lenovo Factory Deployment Mfg Part No: DEPLOY	16,787	Included Warranty Service	Included upon delivery
0008	Dell Latitude 7440 (i7/ 16GB/ 512GB)	1000	Included Warranty Service	ASAP/ NLT April 30, 2023.
0009	Dell 4 Years Depot warranty with 4 years accidental damage protection	1000	Deliver to District of Columbia Public Schools (DCPS) Warehouse	Included upon delivery
0010	Dell Laptop Deployment Mfg Part No: DEPLOY	1000	Included Warranty Service	Included upon delivery

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5, which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.2.

## **G.1 INVOICE PAYMENT**

**G.1.1** 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.

**G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.1.3** Service providers shall file FCC Form 474, Service Provider Invoice (SPI) Form, to request reimbursement from USAC for the discount amount for eligible services and equipment provided to the applicant and approved on FCC Form 471. The service provider must provide the service and/or equipment and bill the applicant for its non-discount share before submitting an SPI Form to USAC. Form 474 can be completed electronically at <https://forms.universalservice.org/portal/login>

**G.1.4** Contractors shall reference the attached User Guide for assistance in submitting the request for reimbursement. Other information on the ECF program can be found at <https://www.usac.org/e-rate/service-providers/step-5-invoicing/>.

## **G.2 INVOICE SUBMITTAL**

### **G.2 INVOICE SUBMITTAL (electronic)**

**G.2.1** The Contractor shall create and submit applications for payment electronically through the DC Vendor Portal, <https://vendorportal.dc.gov>.

**G.2.2** Unless otherwise specified in the Contract, the Contractor shall submit proper invoices monthly.

**G.2.3** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number listed on the Contractor's profile.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, the final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

**G.3.2** The District shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

## **G.4 PAYMENT**

### **G.4.1 ORDERING CLAUSE**

**G.4.1.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

**G.4.1.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery or task order and this contract, the contract shall control.

**G.4.1.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due because of the performance of this contract.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee).”

## **G.6 THE QUICK PAYMENT ACT (Feb 2019)**

### **G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date.

**G.6.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:

**G.6.1.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat product.

**G.6.1.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity or

**G.6.1.2.3** 15<sup>th</sup> day after any other required payment date.

**G.6.1.3** Any amount of an interest penalty that remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt, and thereafter, interest penalties shall accrue on the added amount.

### **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor shall take one of the following actions within seven days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:

**G.6.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

**G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor’s intention to withhold all or part of the subcontractor’s payment and state the reason for the non-payment.

**G.6.2.2** The Contractor shall pay subcontractors or suppliers interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the following:

**G.6.2.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat product.

**G.6.2.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.6.2.2.3** 15<sup>th</sup> day after any other required payment date.

**G.6.2.3** Any amount of an interest penalty that remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor, and thereafter, interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

### **G.6.3 Subcontract requirements**

**G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

**G.6.3.2** The Contractor shall include in each subcontract under this contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

## **G.7 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

LaVeta Hilton  
Deputy Chief Procurement Officer,  
Contracts and Acquisitions  
District of Columbia Public Schools  
1200 First Street, NE, 9<sup>th</sup> floor.  
Washington, DC 20002  
Phone: 202-442-5136  
E-mail: [LaVeta.Hilton@k12.dc.gov](mailto:LaVeta.Hilton@k12.dc.gov)

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.2** 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.

**G.8.3** 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 no

adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.9 CONTRACT ADMINISTRATOR (CA)**

**G.9.1** The CA is responsible for the general administration of the contract and advising the CO on the Contractor's compliance or noncompliance with the contract. The CA is responsible for ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

**G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract.

**G.9.1.2** Coordinating site entry for Contractor personnel, if applicable.

**G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure.

**G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions and

**G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment), and invoices or vouchers.

**G.9.2** The address and telephone number of the CA is:

Cyrus Verrani  
Chief of Data and Technology  
Office of Data and Technology (ODT)  
District of Columbia Public Schools  
1200 First Street NE, 12<sup>th</sup> Floor.  
Washington, DC, 20002  
Phone: (202) 577-5876  
Email: [Cyrus.Verrani@k12.dc.gov](mailto:Cyrus.Verrani@k12.dc.gov)

**G.9.3** The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery, or task order. Only the CO shall make contractual agreements, commitments, or modifications.
2. Grant deviations from or waive any of the terms and conditions of the contract.
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor.
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.



**G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; 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.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1** At least 51 percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services (DOES) for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 27 dated 6/30/2023, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods, and the Contractor may be entitled to an equitable adjustment.

### **H.3 PREGNANT WORKERS' FAIRNESS**

**H.3.1** The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

**H.3.2** The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or an equivalent position with equivalent:

- (1) Pay;
- (2) Accumulated seniority and retirement;
- (3) Benefits; and
- (4) Other applicable service credits;

(c) Deny employment opportunities to an employee or a job applicant if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by a pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

**H.3.3** The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy or other condition covered by the PPWF Act within ten days of the notification.

**H.3.4** The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

**H.3.5** Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

## **H.4 UNEMPLOYED ANTI-DISCRIMINATION**

**H.4.1** The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

**H.4.2** The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- (b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
  - (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual from the job; or
  - (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

**H.4.3** Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

**H.5 51% DISTRICT RESIDENTS' NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT** in its place:

**H.5 51% DISTRICT RESIDENTS' NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

- H.5.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).
- H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service (DOES), in which the Contractor shall agree that
  - (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register, and
  - (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
- H.5.3** The Contractor shall not begin the performance of the contract until DOES has accepted its Employment Agreement. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- H.5.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- H.5.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

**H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

**H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

**H.5.8** Any contractor that violates, more than once, within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five years.

**H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes as supplemented and modified by this Contract.**

**H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations that employ 50 employees or less.

**H.6 RESERVED**

**H.7 RESERVED**

**H.8 RESERVED**

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

**H.9.1.1** For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

**H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified, certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

**H.9.1.3** A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

**H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43 or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

- H.9.1.5** If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43 or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43 or is selected through a set-aside program shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

## **H.9.2 Subcontracting Plan**

If the prime contractor is required to subcontract under this contract, it shall submit a subcontracting plan as part of the bid, and it may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor.
- (2) A current certification number of the small or certified business enterprise.
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

## **H.9.3 Copies of Subcontracts**

Within 21 days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor, and the Director of DSLBD.

## **H.9.4 Subcontracting Plan Compliance Reporting**

- H.9.4.1** The Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor, and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
- (A) The price that the prime contractor will pay each subcontractor under the subcontract;
  - (B) A description of the goods procured or the services subcontracted for;
  - (C) The amount paid by the prime contractor under the subcontract; and

(D) A copy of the fully executed subcontract if it was not provided with an earlier quarterly report.

**H.9.4.2** If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

### **H.9.5 Annual Meetings**

Upon at least 30 days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor, and the Director of DSLBD to provide an update on its subcontracting plan.

### **H.9.6 Notices**

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

### **H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.7.1** A contractor shall be deemed to have breached a subcontracting plan required by law if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement, or (iii) fails to meet its subcontracting requirements.

**H.9.7.2** A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

**H.9.7.3** If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default.**

## **H.10 FAIR CRIMINAL RECORD SCREENING**

**H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) ("Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

**H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional offer of employment or take adverse action against an applicant for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:
- (a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment.
  - (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories.
  - (c) To any facility or employer that provides programs, services, or direct care to children, youth, or vulnerable adults or
  - (d) To employers that employ less than 11 employees.
- H.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

## **H.11 DISTRICT RESPONSIBILITIES**

- H.11.1** Every three months (quarterly), DCPS will evaluate the Contractor’s performance and compliance with the contract in accordance with the established performance evaluation form
- H.11.2** Assuring the Contractor has access to the facilities, as needed

## **H.12 CONTRACTOR RESPONSIBILITIES**

- H.12.1** The Contractor shall make available to DCPS all resumes, cover letters, copies of degrees, licenses, certifications, and other employee information of the proposed staff. This information is required when submitting the proposal, at contract award, and before the staff provides services to DCPS.
- H.12.2** The Contractor shall provide services consistent with the procedures and standards established by the District of Columbia state regulations and all other statutory requirements.
- H.12.3** The Contractor shall provide documentation with invoices that:
- Corroborate the date(s) and time(s) of service provided; an
  - Verify arrival and departure times on new installations.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (SCP) are incorporated as part of the contract. To obtain a copy of the SCP, go to <http://ocp.dc.gov>, under Quick Links, and click “Required Solicitation Documents.”

## **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

## **I.3 CONFIDENTIALITY OF INFORMATION**

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters, nor shall it disclose any such information to any other person, firm, or corporation, in accordance with the District and federal laws governing the confidentiality of records.

## **I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays unless otherwise stated herein.

## **I.5 RIGHTS IN DATA**

Delete clause 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 42, Rights in Data) in its place:

### **A. Definitions**

1. “Products” - A deliverable under any contract that may include commodities, services, and/or technology furnished by or through the Contractor, including existing and custom Products, such as but not limited to, a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to the commencement of work, or else they will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final, or otherwise, which are created or developed by the Contractor, its subcontractors, partners, employees, resellers, or agents for the District under the contract.



4. “District” – The District of Columbia and its agencies.

#### **B. Title to Project Deliverables**

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered, or operating in conjunction with hardware or Custom Products, shall remain with the Contractor or third-party proprietary owner, who retains all rights, title, and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, the Contractor shall convey, assign, and transfer to the District the sole and exclusive rights, title, and interest in Custom Products, whether preliminary, final, or otherwise, including all patent, trademark, and copyrights. The contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction, and marketing by or through the Contractor.

#### **C. Transfers or Assignments of Existing or Custom Products by the District**

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques, and experience developed under a project or work plan in the course of the Contractor’s business.

#### **D. Subcontractor Rights**

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District’s or the Contractor’s rights in that subcontractor data or computer software which is required for the District.

#### **E. Source Code Escrow**

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District a copy of the source code with such rights of the scope as

specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided by the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above and certify such updating of escrow to the District in writing.

#### **F. Indemnification and Limitation of Liability**

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

#### **I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

#### **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## I.8 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 for 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. Automobile Liability Insurance - 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 as respect 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. Workers' Compensation Insurance - 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 the 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.

4. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits of \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverage 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.
5. 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; and \$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 insured 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 subcontractor 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.** Contractors 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 longer 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. Contractors 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**

**And mailed to the attention of:**

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: 202-770-6117  
E-mail: [yawovi.klouvi@k12.dc.gov](mailto:yawovi.klouvi@k12.dc.gov)

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 that 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/distributor'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.

## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

## **I.10 ORDER OF PRECEDENCE**

The contract awarded as a result of this IFB will contain the following clause:

### **ORDER OF PRECEDENCE**

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) IFB, as amended
- (6) Bid

## **I.11 DISPUTES**

Delete clause 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 14, Disputes, in its place:

### **14. Disputes**

All disputes arising under or relating to the contract shall be resolved as provided herein.

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant
- (b) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
  - (i) A description of the claim and the amount in dispute;
  - (ii) Data or other information in support of the claim;
  - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
  - (iv) The Contractor's request for relief or other action by the CO.
- (c) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (d) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.



- (e) The CO's written decision shall do the following:
  - (i) Provide a description of the claim or dispute;
  - (ii) Refer to the pertinent contract terms;
  - (iii) State the factual areas of agreement and disagreement;
  - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (vi) Indicate that the written document is the CO's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
  
- (f) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
  
- (g) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six years of the commission of the misrepresentation of fact or fraud.
  
- (h) Pending the final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with the performance of the contract in accordance with the decision of the CO.
  
- (i) Claims by the District against the Contractor: Claim, as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
  - (i) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
  - (ii) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
    - (iii) Provide a description of the claim or dispute;
    - (iv) Refer to the pertinent contract terms;
    - (v) State the factual areas of agreement and disagreement;
    - (vi) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

- (vii) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (viii) Indicate that the written document is the CO's final decision; and
  - (ix) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
  - (x) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
  - (xi) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
  - (xii) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
  - (xiii) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (g) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
  - (h) Pending the final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with the performance of the contract in accordance with the decision of the CO.

## **I.12 CHANGES (Feb 2019)**

Delete clause 15, Changes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes, in its place:

### **15. Changes**

- (a) The CO may, at any time, by written order and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of the contract unless the CO:

- (1) Agrees with the Contractor, and if applicable, the subcontractor, on a price for the additional work;
  - (2) Obtains a certification of funding to pay for the additional work;
  - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30 days after the Contractor submits a proper invoice; and
  - (4) Provide the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
- (1) Within five business days of its receipt of notice of the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
  - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled to the additional work within ten days of receipt of payment from the District; and
  - (3) Notify the subcontractor and CO in writing of the reason(s) the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default or assess, claim, or pursue damages for delays until the parties agree on a price for the additional work.

### **I.13 NON-DISCRIMINATION CLAUSE**

Delete clause 19, Non-Discrimination Clause, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 19, Non-Discrimination Clause, in its place:

#### **19. Non-Discrimination Clause:**

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
2. Pursuant to Mayor’s Order 85-85 (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11), and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:
- (a) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex

discrimination which is prohibited by the Act. In addition, harassment based on any of the above-protected categories is prohibited by the Act.

- (b) The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to, the following:
  - (a) employment, upgrading, or transfer;
  - (b) recruitment, or recruitment advertising;
  - (c) demotion, layoff, or termination;
  - (d) rates of pay or other forms of compensation; and
  - (e) selection for training and apprenticeship.
- (c) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning nondiscrimination and affirmative action.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the nondiscrimination requirements set forth in paragraph 19(b)(2).
- (e) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (g) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights or any authorized official.
- (h) The Contractor shall include in every subcontract the equal opportunity clause, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.

- (i) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

#### **I.14 COST AND PRICING DATA**

Delete clause 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

#### **SECTION J: ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> ; under Quick Links, click on “Required Solicitation Documents”
<b>J.2</b>	U.S. Department of Labor Wage Determination No. 27 dated 6/30/2023
<b>J.3</b>	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85 available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> ; under Quick Links, click on “Required Solicitation Documents”
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> ; under Quick Links, click on “Required Solicitation Documents.”
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> ; under Quick Links, click “Required Solicitation Documents.”
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> ; under Quick Links, click “Required Solicitation Documents.”
<b>J.7</b>	Tax Certification Affidavit available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> ; under Quick Links, click on “Required Solicitation Documents.”
<b>J.8</b>	Subcontracting Plan (if required by law) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> ; under Quick Links, click on “Required Solicitation Documents.”
<b>J.9</b>	First Source Initial Employment Plan (if the contract is \$300,000 or more) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> ; under Quick Links, click on “Required Solicitation Documents.”

<b>Attachment Number</b>	<b>Document</b>
<b>J.10</b>	Schools ad Libraries (E rate) Program FCC Form 474 (SPI) User Guide

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS**

Bidder/Offeror Certification Form

available at <http://ocp.dc.gov>,  
under Quick Links, click on “Required Solicitation Documents.”

## **SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS**

### **L.1 METHOD OF AWARD**

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2** The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

### **L.2 BID SUBMISSION DATE AND TIME**

Proposals must be submitted electronically via email at [dcpsoca.inquiries@k12.dc.gov](mailto:dcpsoca.inquiries@k12.dc.gov) **no later than Thursday, January 04, 2024, at 12:00 PM EST.**

### **L.3 FAMILIARIZATION WITH CONDITIONS**

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties that may be encountered and the conditions under which the work is accomplished. Bidders will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules, and liabilities concerning the services to be performed.

### **L.4 WITHDRAWAL OR MODIFICATION OF BIDS**

A bidder may modify or withdraw its bid upon written or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

### **L.5 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

- L.5.1** Bids, modifications to bids, or requests for withdrawals that are received at the location designated in the solicitation after the time and date specified above are “late” and shall be considered only if they are received before the award is made and any of the following circumstances apply:
- a. The bid or modification was sent by registered or certified mail no later than five (5) calendar days before the date specified for receipt of bids.
  - b. It was sent by mail, and the contracting officer determines that the late receipt was due solely to mishandling by the District after receipt at the location specified in the IFB or
  - c. It was sent electronically by the bidder prior to the time and date specified, and there is objective evidence in an electronic form confirming that the bid was received prior to the bid receipt time and date specified.



### **L.5.2 Late Submissions**

A late bid, late request for modification, or late request for withdrawal shall not be considered except as provided in this section.

### **L.5.3 Late Modifications**

A late modification of a successful bid that makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

### **L.5.4 Late Bids**

A late bid, late modification, or late withdrawal of a bid that is not considered shall be held unopened unless opened for identification until after award and then retained with unsuccessful bids resulting from this solicitation.

### **L.6 RESERVED**

### **L.7 ERRORS IN BIDS**

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In the event of a discrepancy between the unit price and the total price, the unit price shall govern.

### **L.8 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relating to this solicitation, the prospective bidder shall submit the questions electronically via [dcpsoca.inquiries@k12.dc.gov](mailto:dcpsoca.inquiries@k12.dc.gov). The prospective bidder should submit questions no later than **11:00 a.m. on Wednesday, December 27, 2023**. The District may not consider any questions received after **Wednesday, December 27, 2023**. The District will furnish responses to the questions. An amendment to the solicitation will be issued if the CO decides that information is necessary for submitting bids or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by District officials before the award of the contract will not be binding. The amendment will be **posted on the DCPS website on Thursday, December 29, 2023, by 5:00 p.m.**

### **L.9 BID PROTESTS**

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of the protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation that are apparent prior to bid opening, or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties that do not exist in the initial solicitation but are subsequently incorporated into this solicitation must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing with the

Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for solicitation.

## **L.10 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder shall acknowledge receipt of any amendment to this solicitation electronically via ([dcpsoca.inquiries@k12.dc.gov](mailto:dcpsoca.inquiries@k12.dc.gov)). The District must receive the acknowledgment by the date and time specified for receipt of proposals. A bidder's failure to acknowledge an amendment may result in the rejection of its offer.

## **L.11 SIGNING OF BIDS**

**L.11.1** The Contractor shall sign the bid and print or type its name on the Solicitation, Offer, and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initiated by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the CO.

**L.11.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with the authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation.

## **L.12 BIDS WITH OPTION YEARS**

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

## **L.13 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

**L.12.1** Name, address, telephone number, and federal tax identification number of the bidder.

**L.12.2** A copy of each District of Columbia license, registration, or certification that the bidder is required by law to obtain. If the bidder is a corporation or partnership and does not provide a copy of its license, registration, or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration, or certification prior to contract award or its exemption from such requirements; and

**L.12.3** If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture and copies of any joint venture or teaming agreements.

## **L.13 BID OPENING**

The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate. The bid opening will be held on Tuesday, September 05, 2023, at 2:00 p.m. through Team Meeting (we will provide the link via email).

#### **L.14 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages to the CO. **Each certificate of insurance must identify the contract or solicitation number.**

#### **L.15 GENERAL STANDARDS OF RESPONSIBILITY**

**L.15.1** To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract.
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments.
- (c) Has a satisfactory performance record.
- (d) Has a satisfactory record of integrity and business ethics.
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations.
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, D.C. Official Code § 2-219.01 *et seq.*, as amended.
- (g) Has or can obtain the necessary organization, experience, accounting, operational control, and technical skills.
- (h) Has or can obtain the necessary production, construction, technical equipment, and facilities.
- (i) Has not exhibited a pattern of overcharging the District.
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and eligible for an award under applicable laws and regulations.

**L.15.2** If the prospective contractor fails to supply the requested information, the CO shall determine responsibility or non-responsibility based on available information. If the available information is insufficient to decide on responsibility, the CO shall determine the prospective contractor to be non-responsible.

### **SECTION M: EVALUATION FACTORS**

#### **M.1. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2005”, D.C. Code § 2-218.01 *et seq.*, as amended (“Act,” as used in this section), the District shall

apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

### **M.1.1. Application of Preferences**

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors as follows:

- M.1.1.1** A prime contractor that is a small business enterprise certified by the DSLBD (SBE) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this IFB.
- M.1.1.2** A prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.1.3** A prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.1.4** A prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- M.1.1.5** A prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.1.6** A prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.
- M.1.1.7** A prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.
- M.1.1.8** A prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.
- M.1.1.9** Any prime contractor that is an equity impact enterprise (EIE) certified by DSLBD will receive a ten percent (10%) reduction in the bid price for a bid submitted by the EIE in response to this IFB.

### **M.1.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled is twelve percent (12%). There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

### **M.1.3 Preferences for Certified Joint Ventures**

A joint venture certified by DSLBD for this solicitation will receive preferences as a prime contractor as determined by DSLBD.

**M.1.4 Verification of Bidder's Certification as a Certified Business Enterprise**

**M.1.4.1** Any bidder seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

**M.1.4.2** Any bidder seeking certification in order to receive preferences under this solicitation should contact the following:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 850N  
Washington DC 20001

**M.1.4.3** All bidders are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.2 EVALUATION OF OPTION YEARS**

The District will evaluate bids for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. The quantities to be awarded will be determined at the time each option is exercised.