


<b>SOLICITATION, OFFER, AND AWARD</b>  Government of the District of Columbia				1. Caption		Page 1 of 64			
				Wide Area Network (WAN) and Internet Services		1	65		
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market	
TBD		GAGA-2024-R-0064		<input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Other		January 18, 2024		<input checked="" type="checkbox"/> Open	
								<input type="checkbox"/> Set Aside	
								<input type="checkbox"/> 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">dcpsoca.inquiries@k12.dc.gov</a>					
NOTE: In sealed bid solicitations, "offer" and offeror" means "bid" and "bidder"									
<b>SOLICITATION</b>									
9. Offers for furnishing the supplies or services in the Schedule shall be received at the place specified in Item 8 <b>No later than 1:00 pm EST Tuesday, February 18, 2024</b>									
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			Phone (202) 770.6117			<a href="mailto:Yawovi.klouvi@k12.dc.gov">Yawovi.klouvi@k12.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 Data and Technology (ODT), is seeking a contractor to provide a Wide Area Network (WAN) and Internet connectivity to its two data centers, and between the schools, other District facilities, and Datacenters.

The Vendor shall be responsible for all design work, services, installation, and cutover, including all planning, documentation, maintenance, and training as necessary.

**B.2** The District contemplates awarding a Requirements Contract with Fixed Unit Prices contract in accordance with 27 DCMR Chapter 24.

**B.3 ESTIMATED QUANTITIES**

**B.3.1** It is the intent of the District to secure a contract for all the items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the RFP reflect the best estimates available. They shall not be construed to limit the quantities that may be ordered from the Contractor by the District or to relieve the Contractor(s) of its obligation to fill all such orders. Orders will be placed from time to time if the need arises for delivery, and all charges will be prepaid to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

**B.4.PRICE SCHEDULE**

**B.4.1 Base Year: October 01, 2024, through September 30, 2025.**

CLIN	Speed	Service Description	Quantity (Sites)	One-Time Setup Fee	Monthly Recurring Price	Service Months	Total cost (before discount)	E-Rate Discount*	Total Cost (DCPS portion)
0001	40 GB	Dedicated Internet Access at Data Center	2	\$ _____	\$ _____	12	\$ _____	80%	\$ _____
0002	2 GB	Dedicated Internet Access – HQ	1	\$ _____	\$ _____	12	\$ _____	80%	\$ _____
0003	2 GB	Ethernet Transport Connection	86	\$ _____	\$ _____	12	\$ _____	80%	\$ _____
0004	3 GB	Ethernet Transport Connection	27	\$ _____	\$ _____	12	\$ _____	80%	\$ _____
0005	5 GB	Ethernet Transport Connection	7	\$ _____	\$ _____	12	\$ _____	80%	\$ _____
0006	1GB **	Ethernet Transport Connection	1	\$ _____	\$ _____	0	\$ _____	80%	\$ _____
0007	10GB **	Ethernet Transport Connection	1	\$ _____	\$ _____	0	\$ _____	80%	\$ _____
<b>Total for B.4.1</b>									\$ _____

*\* DCPS participates in USAC's E-Rate program, and the discount level is subject to change yearly based on the district's FARM data. The discount level provided is an estimate of our eligibility.*

*\*\* The District intends to adjust the service level as needed. The CA will activate those line Items as needed.*

**B.4.2 Option Year One: October 01, 2025, through September 30, 2026**

CLI N	Speed	Service Description	Quantity (Sites)	Monthly Recurring Price	Service Months	Total cost (before discount)	E-Rate Discount*	Total Cost (DCPS portion)
1001	40 GB	Dedicated Internet Access at Data Center	2	\$ _____	12	\$ _____	80%	\$ _____
1002	2 GB	Dedicated Internet Access – HQ	1	\$ _____	12	\$ _____	80%	\$ _____
1003	2 GB	Ethernet Transport Connection	86	\$ _____	12	\$ _____	80%	\$ _____
1004	3 GB	Ethernet Transport Connection	27	\$ _____	12	\$ _____	80%	\$ _____
1005	5 GB	Ethernet Transport Connection	7	\$ _____	12	\$ _____	80%	\$ _____
1006	1GB **	Ethernet Transport Connection	1	\$ _____	0	\$ _____	80%	\$ _____
1007	10GB **	Ethernet Transport Connection	1	\$ _____	0	\$ _____	80%	\$ _____
<b>Total for B.4.2</b>								\$ _____

*\* DCPS participates in USAC's E-Rate program, and the discount level is subject to change yearly based on the district's FARM data. The discount level provided is an estimate of our eligibility.*

*\*\* The District intends to adjust the service level as needed. The CA will activate those line Items as needed.*

**B.4.3 Option Year Two: October 01, 2026, through September 30, 2027.**

CLI N	Speed	Service Description	Quantity (Sites)	Monthly Recurring Price	Service Months	Total cost (before discount)	E-Rate Discount*	Total Cost (DCPS portion)
2001	40 GB	Dedicated Internet Access at Data Center	2	\$ _____	12	\$ _____	80%	\$ _____
2002	2 GB	Dedicated Internet Access – HQ	1	\$ _____	12	\$ _____	80%	\$ _____
2003	2 GB	Ethernet Transport Connection	86	\$ _____	12	\$ _____	80%	\$ _____

2004	3 GB	Ethernet Transport Connection	27	\$ _____	12	\$ _____	80%	\$ _____
2005	5 GB	Ethernet Transport Connection	7	\$ _____	12	\$ _____	80%	\$ _____
2006	1GB **	Ethernet Transport Connection	1	\$ _____	0	\$ _____	80%	\$ _____
2007	10GB **	Ethernet Transport Connection	1	\$ _____	0	\$ _____	80%	\$ _____
<b>Total for B.4.3</b>								\$ _____

\* DCPS participates in USAC's E-Rate program, and the discount level is subject to change yearly based on the district's FARM data. The discount level provided is an estimate of our eligibility.

\*\* The District intends to adjust the service level as needed. The CA will activate those line items as needed.

#### **B.4.4 Option Year Three: October 01, 2027, through September 30, 2028**

CLIN	Speed	Service Description	Quantity (Sites)	Monthly Recurring Price	Service Months	Total cost (before discount)	E-Rate Discount*	Total Cost (DCPS portion)
3001	40 GB	Dedicated Internet Access at Data Center	2	\$ _____	12	\$ _____	80%	\$ _____
3002	2 GB	Dedicated Internet Access – HQ	1	\$ _____	12	\$ _____	80%	\$ _____
3003	2 GB	Ethernet Transport Connection	86	\$ _____	12	\$ _____	80%	\$ _____
3004	3 GB	Ethernet Transport Connection	27	\$ _____	12	\$ _____	80%	\$ _____
3005	5 GB	Ethernet Transport Connection	7	\$ _____	12	\$ _____	80%	\$ _____
3006	1GB **	Ethernet Transport Connection	1	\$ _____	0	\$ _____	80%	\$ _____
3007	10GB **	Ethernet Transport Connection	1	\$ _____	0	\$ _____	80%	\$ _____
<b>Total for B.4.2</b>								\$ _____

#### **B.4.5 Option Year Four: October 01, 2028, through September 30, 2029.**

CLIN	Speed	Service Description	Quantity (Sites)	Monthly Recurring Price	Service Months	Total cost (before discount)	E-Rate Discount*	Total Cost (DCPS portion)
4001	40 GB	Dedicated Internet Access at Data Center	2	\$ _____	12	\$ _____	80%	\$ _____
4002	2 GB	Dedicated Internet Access HQ	1	\$ _____	12	\$ _____	80%	\$ _____
4003	2 GB	Ethernet Transport Connection	86	\$ _____	12	\$ _____	80%	\$ _____
4004	3 GB	Ethernet Transport Connection	27	\$ _____	12	\$ _____	80%	\$ _____
4005	5 GB	Ethernet Transport Connection	7	\$ _____	12	\$ _____	80%	\$ _____
4006	1GB **	Ethernet Transport Connection	1	\$ _____	0	\$ _____	80%	\$ _____
4007	10GB **	Ethernet Transport Connection	1	\$ _____	0	\$ _____	80%	\$ _____
<b>Total for B.4.2</b>								\$ _____

\* DCPS participates in USAC's E-Rate program, and the discount level is subject to change yearly based on the district's FARM data. The discount level provided is an estimate of our eligibility.

\*\* The District intends to adjust the service level as needed. The CA will activate those line Items as needed.

## B.5 ESTIMATED NEEDS FOR THE 2024-2025 SCHOOL YEAR

<u>Site Name</u>	<u>Address</u>	<u>Description</u>	<u>Months</u>
DCPS Internet	DC1	Internet - 40 Gbps	12
DCPS Internet	DC2	Internet - 40Gbps	12
DCPS HQ	1200 First Street, NE	Internet 2 Gbps	12
DCPS HQ	1200 First Street, NE	Access - 3 Gbps	12
DCPS Admin site- Emery School	1720 1st Street, NE	Access - 2 Gbps	12
DCPS Warehouse	2000 Adams Place, NE	Access - 2 Gbps	12
DCPS – FOOD SERVICES	3535 V Street, NE	Access - 2 Gbps	12
Amidon-Bowen Elementary School	401 I St. SW	Access - 2 Gbps	12
Anacostia High School	1601 16th St. SE	Access - 2 Gbps	12
Ballou High School	3401 4th St. SE	Access - 5 Gbps	12
Ballou STAY High School (located in Ballou HS)	3401 4th St. SE	n/a	12
Bancroft Elementary School	1755 Newton St NW	Access - 3 Gbps	12
Bard High School Early College	1351 Alabama Ave SE	Access - 2 Gbps	12

Barnard Elementary School	430 Decatur St. NW	Access - 3 Gbps	12
Beers Elementary School	3600 Alabama Ave. SE	Access - 2 Gbps	12
Benjamin Banneker High School	1600 9th St, NW	Access - 3 Gbps	12
Brent Elementary School	301 North Carolina Ave. SE	Access - 2 Gbps	12
Brightwood Education Campus	1300 Nicholson St. NW	Access - 3 Gbps	12
Brookland Middle School	1150 Michigan Ave NE	Access - 2 Gbps	12
Brown EC Swing Space ES at Phelp Trailers	810 26th St. NE	Access - 2 Gbps	12
Bruce-Monroe Elementary School @ Park View	3560 Warder St. NW	Access - 2 Gbps	12
Bunker Hill Elementary School	1401 Michigan Ave NE	Access - 2 Gbps	12
Burroughs Elementary School	1820 Monroe St. NE	Access - 2 Gbps	12
Burrville Elementary School	801 Division Ave. NE	Access - 2 Gbps	12
C.W. Harris Elementary School	301 53rd St. SE	Access - 2 Gbps	12
Capitol Hill Montessori School @ Logan	215 G St NE	Access - 3 Gbps	12
Cardozo Education Campus	1200 Clifton St. NW	Access - 3 Gbps	12
Cleveland Elementary School	1825 8th St. NW	Access - 2 Gbps	12
Columbia Heights Education Campus	3101 16th St. NW	Access - 5 Gbps	12
Coolidge High School	6315 5th St. NW	Access - 5 Gbps	12
Deal Middle School	3815 Fort Dr. NW	Access - 5 Gbps	12
Dorothy I. Height Elementary School	1300 Allison St NW	Access - 2 Gbps	12
Drew Elementary School	5600 Eads St. NE	Access - 2 Gbps	12
Duke Ellington School of the Arts	3500 R St. NW	Access - 3 Gbps	12
Dunbar High School	101 N St. NW	Access - 5 Gbps	12
Eastern High School	1700 East Capitol St. NE	Access - 3 Gbps	12
Eaton Elementary School	3301 Lowell St NW	Access - 2 Gbps	12
Eliot-Hine Middle School	1830 Constitution Ave. NE	Access - 2 Gbps	12
Excel Academy School	2501 Martin Luther King, Jr. Ave. SE	Access - 2 Gbps	12
Garfield Elementary School (under construction)	2435 Alabama Ave. SE	n/a	0
Garfield Elementary School @ Davis	4430 H St. SE	Access - 2 Gbps	12
Garrison Elementary School	1200 S St. NW	Access - 2 Gbps	12
H.D. Cooke Elementary School	2525 17th St. NW	Access - 2 Gbps	12
Hardy Middle School	1819 35th St. NW	Access - 3 Gbps	12
Hart Middle School	601 Mississippi Ave. SE	Access - 2 Gbps	12
Hearst Elementary School	3950 37th St. NW	Access - 2 Gbps	12
Hendley Elementary School	425 Chesapeake St. SE	Access - 2 Gbps	12
Houston Elementary School	1100 50th Pl. NE	Access - 2 Gbps	12
Hyde-Addison Elementary School	3219 O Street NW	Access - 2 Gbps	12
Ida B. Wells Middle School (located in Coolidge HS)	405 Sheridan St NW	n/a	0
J.O. Wilson Elementary School	660 K St. NE	Access - 2 Gbps	12

Jackson-Reed High School	3950 Chesapeake St. NW	Access - 5 Gbps	12
Janney Elementary School	4130 Albemarle St. NW	Access - 3 Gbps	12
Jefferson Middle School Academy	801 7th St. SW	Access - 2 Gbps	12
John Lewis Elementary School	1335 Farragut St NW	Access - 3 Gbps	12
Johnson Middle School	1400 Bruce Pl. SE	Access - 2 Gbps	12
Kelly Miller Middle School	301 49th St. NE	Access - 2 Gbps	12
Ketcham Elementary School	1919 15th St. SE	Access - 2 Gbps	12
Key Elementary School	5001 Dana Pl. NW	Access - 2 Gbps	12
Kimball Elementary School	3375 Minnesota Avenue SE	Access - 2 Gbps	12
King Elementary School	3200 6th St. SE	Access - 2 Gbps	12
Kramer Middle School	1700 Q St. SE	Access - 2 Gbps	12
Lafayette Elementary School	5701 Broad Branch Rd. NW	Access - 3 Gbps	12
Langdon Elementary School	1900 Evarts St. NE	Access - 2 Gbps	12
Langley Elementary School	101 T Street NE	Access - 2 Gbps	12
LaSalle-Backus Education Campus	501 Riggs Rd. NE	Access - 2 Gbps	12
Lawrence E. Boone Elementary	2200 Minnesota Ave. SE	Access - 2 Gbps	12
Leckie Education Campus	4201 M.L. King Ave. SW	Access - 2 Gbps	12
Lorraine Whitlock Elementary School	533 48th Pl NE	Access - 2 Gbps	12
Ludlow-Taylor Elementary School	659 G St. NE	Access - 3 Gbps	12
Luke C. Moore High School	1001 Monroe St. NE	Access - 2 Gbps	12
MacArthur Blvd High School (final name to be determined)	4530 MacArthur Blvd NW	Access - 2 Gbps	12
MacFarland Middle School	4400 Iowa Ave. NW	Access - 3 Gbps	12
Malcolm X Elementary School @ Green	1500 Mississippi Ave. SE	Access - 2 Gbps	12
Mann Elementary School	4430 Newark St. NW	Access - 2 Gbps	12
Marie Reed Elementary School	2201 18th St. NW	Access - 2 Gbps	12
Maury Elementary School	1250 Constitution Ave NE	Access - 3 Gbps	12
McKinley Technology High School	151 T St. NE	Access - 3 Gbps	12
McKinley Middle School	151 T St. NE	Access - 2 Gbps	12
Military Road Early Learning Center	1375 Missouri Avenue NW	Access - 2 Gbps	12
Miner Elementary School	601 15th St. NE	Access - 2 Gbps	12
Moten Elementary School	1565 Morris Rd. SE	Access - 2 Gbps	12
Murch Elementary School	4810 36th St NW	Access - 3 Gbps	12
Nalle Elementary School	219 50th St. SE	Access - 2 Gbps	12
Noyes Elementary School	2725 10th St. NE	Access - 2 Gbps	12
Oyster-Adams Bilingual School (a)	2801 Calvert St. NW	Access - 3 Gbps	12
Oyster-Adams Bilingual School (b)	2020 19th Street, NW	n/a	0
Oyster-Adams Bilingual School (b) @ Meyer Swing Space	2501 11th St. NW	Access - 2 Gbps	12
Patterson Elementary School	4399 South Capitol Terr. SW	Access - 2 Gbps	12
Payne Elementary School	1445 C St. SE	Access - 2 Gbps	12

Peabody Elementary School (Capitol Hill Cluster)	425 C St. NE	Access - 2 Gbps	12
Phelps Architecture Construction and Engineering High School	704 26th St. NE	Access - 2 Gbps	12
Plummer Elementary School	4601 Texas Ave. SE	Access - 2 Gbps	12
Powell Elementary School	1350 Upshur St. NW	Access - 3 Gbps	12
Randle Highlands Elementary School	1650 30th St. SE	Access - 2 Gbps	12
Raymond Education Campus	915 Spring Rd NW	Access - 2 Gbps	12
River Terrace Education Campus	405 Anacostia Ave. NE	Access - 2 Gbps	12
Ron Brown College Preparatory High School	4800 Meade St. NE	Access - 2 Gbps	12
Roosevelt High School	4301 13th St. NW	Access - 5 Gbps	12
Roosevelt Stay HS		Access - 3 Gbps	
Ross Elementary School	1730 R St. NW	Access - 2 Gbps	12
Savoy Elementary School	2400 Shannon Pl. SE	Access - 2 Gbps	12
School Without Walls @ Francis-Stevens	2425 N St NW	n/a	12
School Without Walls @ Francis-Stevens @ Old Banneker	800 Euclid St. NW	Access - 3 Gbps	12
School Without Walls High School	2130 G St. NW	Access - 3 Gbps	12
School-Within-School @ Goding	920 F St NE	Access - 2 Gbps	12
Seaton Elementary School	1503 10th St. NW	Access - 2 Gbps	12
Shepherd Elementary School	7800 14th St NW	Access - 2 Gbps	12
Simon Elementary School	401 Mississippi Ave. SE	Access - 2 Gbps	12
Smothers Elementary School	4400 Brooks St NE	Access - 2 Gbps	12
Sousa Middle School	3650 Ely Pl. SE	Access - 2 Gbps	12
Stanton Elementary School	2701 Naylor Rd. SE	Access - 2 Gbps	12
Stoddert Elementary School	4001 Calvert St. NW	Access - 2 Gbps	12
Stuart-Hobson Middle School (Capitol Hill Cluster)	410 E St. NE	Access - 2 Gbps	12
Takoma Education Campus	7010 Piney Branch Rd. NW	Access - 3 Gbps	12
Thaddeus Stevens Early Learning Center	1050 21st Street, N.W	Access - 2 Gbps	12
Thomas Elementary School	650 Anacostia Ave. NE	Access - 2 Gbps	12
Thomson Elementary School	1200 L St. NW	Access - 2 Gbps	12
Truesdell Education Campus	800 Ingraham St. NW	Access - 2 Gbps	12
Tubman Elementary School	3101 13th St. NW	Access - 3 Gbps	12
Turner Elementary School	3264 Stanton Rd. SE	Access - 2 Gbps	12
Tyler Elementary School	1001 G St. SE	Access - 3 Gbps	12
Van Ness Elementary School	1150 5th St SE	Access - 2 Gbps	12
Walker-Jones Education Campus	1125 New Jersey Ave. NW	Access - 2 Gbps	12
Watkins Elementary School (Capitol Hill Cluster)	420 12th St. SE	Access - 2 Gbps	12
Wheatley Education Campus	1299 Neal St. NE	Access - 2 Gbps	12
Whittier Education Campus	6201 5th St. NW	Access - 2 Gbps	12
H.D. Woodson High School	540 55th St. NE	Access - 3 Gbps	12



**B.6** An offeror responding to this solicitation that is required to subcontract shall be required to submit, with its proposal, any subcontracting plan required by law. Proposals responding to this RFP shall be rejected if the offeror fails to submit a subcontracting plan that is required by law.

**B.7** For contracts in excess of \$250,000.00, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.

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 Fiscal Strategy Contracts and Acquisitions Division, on behalf of the Office of Data and Technology (ODT), is seeking a contractor to provide a Wide Area Network (WAN) and Internet connectivity to its two data centers, and between the schools, other District facilities, and Datacenters.

- Design and implement a robust WAN infrastructure to connect multiple DC Public School sites and data centers.
- Ensure high-speed and reliable connectivity between sites to support data, voice, and video communications.
- Provide highly available, fault-tolerant, scalable Internet connection to all District sites through two of the District data centers, ensuring 99.999% uptime.
- Implement security measures to protect WAN traffic and sensitive information.

### **C.2 APPLICABLE DOCUMENTS**

The following laws and guidance are applicable to this procurement and are hereby incorporated by this reference:

No.	Document Type	Title & Location	Date
1	Federal Law	Family Education Rights and Privacy Act	1974
2	Federal Law	Americans with Disabilities Act	1990
3	Federal Law	Way to Work Amendment Act	2006
4	Federal Law	Occupational Safety and Health Act	1970
5	Federal Law	Children’s Internet Protection Act	2000
6	DC Code	Title 38 Educational Institutions	1901
7	Federal Law	Elementary and Secondary Education Act	1965
8	Federal Law	Telecommunications Act	1996
9	Federal Law	Library and Technology Services Act`	1996

### **C.3 DEFINITIONS**

These terms (whether the term is in lower- or upper-case letters) have the following meanings:

**C.3.1 Eligible Services:** Products and services that are eligible for universal service support.

**C.3.2 E-Rate Program:** The E-rate program provides discounts to schools and libraries for eligible products and services. This term is commonly used in the place of the Schools and Libraries program.

**C.3.3 FCC Form 470:** The description of Services requested and certification form is an FCC form that schools and libraries complete to request services and establish eligibility.

**C.3.4 FCC Form 474 Service Provider Invoicing (SPI):** Service providers file an FCC Form 474 (SPI Form) to request payment of the discount amount for eligible services after billing applicants for the non-discount share of the cost of those services. For more information, go to <http://usac.org/sl/service-providers/step05/474-filing.aspx>.

**C.3.5 Service Provider:** A company that participates in the Schools and Libraries Program to provide telecommunications or internet services, equipment, hardware, or software.

**C.3.6 Universal Service Administrative Company (USAC):** The independent not-for-profit corporation created by the Federal Communications Commission (FCC) in 1997 to administer the four universal service support mechanisms (programs) that help provide communities across the country with access to affordable telecommunications services.

**C.3.7 Service Provider Identification Number (SPIN):** A unique number that USAC assigns to a service provider once that service provider has submitted it to USAC. Every service provider is required to have a SPIN to participate in any universal service programs and to receive payments from USAC.

## **C.4 BACKGROUND**

**C.4.1** The District of Columbia Public Schools (DCPS) serves a student population numbering approximately 51,000 in grades pre-kindergarten through grade twelve in 118 schools. DISTRICT also includes administrative locations and mission-oriented offices, such as central office locations and support sites, warehouses, and logistics facilities. Currently, DISTRICT locations receive contracted Internet and Wide Area Network (WAN) services. The District of Columbia Public Schools provides network and Internet access to all its schools and administrative sites. All inbound and outbound data traffic passes through the DISTRICT central gateway currently located at 1099 14th St NW, Washington DC (DC1) and 12100 Sunrise Valley Dr, Reston, VA (DC2) facility. The Network has the capacity and capability to support converged offerings (voice, video, and data). Most schools and sites connect to the central administration network using Cisco networking equipment. From the Central Administration Office, we provide filtered Internet access, E-mail services, and Web hosting.

**C.4.2** The District has standardized Cisco Routers, Switches, Wireless Local Area Network (WLAN) equipment, and Dell Servers. DISTRICT's schools and administrative sites are connected to Cisco 29xx and 39xx series routers, which serve as the termination point of the WAN at the Main Distribution Frame (MDF).

### **C.4.3 Technical Network Information**

**C.4.3.1** Currently, 1GB to 5 GB Ethernet handoffs connect the remote sites to One of the Data Centers. These Data Centers then connect to the outer internet with a shared 10GB bandwidth for an internet connection to the district through two Data Centers. We aim to upgrade the total outer internet bandwidth to 40GB per data center. The Vendor is not limited to the current network design. The District desires the best possible E-rate eligible wide area network design the Vendor can provide to meet our staff and students' connectivity needs.

**C.4.3.2** The WAN is currently delivered via a synchronous optical networking-based fiber network, which provides failover and preserves voice connections during network transitions. The data traffic is logically separated by the use of MPLS VPN technology. DISTRICT is not seeking to have the vendor re-run the cabling. The Vendor shall utilize the current infrastructure in place. Conversely, the vendor does not have to continue to utilize the Synchronous optical networking-based fiber network to provide the WAN services moving forward and can propose a different method of delivering the WAN services.

**C.4.3.3** The District is also open to proposals to deliver the WAN services over the current infrastructure or a solution to install a new fiber optics transmission data line to each school and administrative site.

**C.4.3.4** The District will filter requests as necessary to DGS and DCNet for permission to access the existing network infrastructure fiber optics transmission data line to provide the WAN services to each school and administrative site. Any possible direct and indirect leasing costs of the existing infrastructure will be the vendor's responsibility.

#### **C.4.4 Anticipated Future Needs**

Currently, Voice, Data, and Video technologies are intertwined in the District's network. Centralized services (e.g. computer imaging, security cameras and IOT devices, and access control) are in the implementation process for all sites, requiring significant increases in bandwidth. The District performs high-volume Disaster Recovery backups and replication to the secondary data center at DC2. The District wishes to anticipate the ever-increasing need for network bandwidth with wide-area network services designed to meet individual building capacity requirements as the need arises.

#### **C.4.5 Design Goals - Flexibility**

**C.4.5.1** District experience peak usage seasonally in the Spring between February - May and the beginning of school, usually the first 2 weeks of September. Daily peak usage is seen from 7:30 am to 3:30 pm. The District needs the flexibility to provide peak-level service as well as normal service levels. Ideally, the District wants Scalable solution services, for optimum uses of network resources.

**C.4.5.2** The District currently seeks solutions that range between 2Gbps links to 10Gbps links for the sites listed in Exhibit A below and a minimum of 40Gbps internet connection that can be scaled to 100Gbps. Vendors should keep in mind that the District is forecasted to grow 2-3% in student population every year over the next 5 years. Proposed solutions should support the District's growth and help ensure future technology services can be delivered to staff and students. Proposed contracts must provide the flexibility to add new physical locations, remove older locations, and relocate sites as necessary. Changes to physical locations may be necessary during the contract

period. Adding or removing sites from the contract or relocating sites contained in the contract does not represent a material change to the overall contract. (The Contract Administrator will request the quote from the vendor if there is a need to scale to 100 Gbps)

## **C.5 REQUIREMENTS**

DCPS seeks a vendor who can meet the following project requirements/specifications:

### **C.5.1 General Requirements**

**C.5.1.1** The vendor must submit a valid and current Service Provider Identification Number (SPIN) as issued by USAC. The SPIN must be established at the time of the proposal submittal, and the vendor must include a copy of the completed SPAC (Service Provider Annual Certification) Form with the proposal.

**C.5.1.2** All schools must have Internet and Intra-District access via a Wide Area Network (WAN) in the form of a secure Ethernet handoff to each site's Main Distribution Frame (MDF).

**C.5.1.3** The vendor shall provide a description of their proposal for all services and solutions. The description shall include an overview of the proposal, architecture/design, requirements, assumptions made, and other details the District may find useful or necessary (or could differentiate the solution from a competing proposal). At a minimum, each proposal shall address the following:

- a. Customer Support Center hours of operation, including protocols for accessing customer support: The District seeks a solution that includes customer support functions, including problem tracking, resolution, and escalation support management 24 hours a day, 7 days a week, and 365 days a year basis.
- b. Response times for service interruptions, degradation, and loss of service: The District seeks a system that includes a stated commitment to respond to any outage within two (2) hours and a four (4) hour restoration of service. Time starts from the time the Customer contacts the vendor and identifies the problem. Credits for outages of shortage will be identified.

### **C.5.1.4 Description of Proposal**

The vendor shall provide a description of their proposal for all services and solutions. The description shall include an overview of the proposal, architecture/design, requirements, assumptions made, and other details the District may find useful or necessary (or could differentiate the solution from a competing proposal). At a minimum, each proposal shall address the following:

**C.5.1.4.1** The Customer Support Center hours of operation, including protocols for accessing customer support: The District seeks a solution that includes customer support functions, including problem tracking, resolution, and escalation support management 24 hours a day, 7 days a week, and 365 days a year basis.

**C.5.1.4.2** The vendor shall provide the response times for service interruptions, degradation, and loss of service: The District seeks a system that includes a stated commitment to respond to any outage

within two (2) hours and a four (4) hour restoration of service. Time starts from the time the Customer contacts the vendor and identifies the problem. Credits for outages of shortage will be identified.

**C.5.1.4.3** The vendor shall provide the process of escalation if service is not repaired or restored within agreed-upon time frames: The District seeks a system whereas, in the event that service has not been restored in a timely manner, or the District does not feel that adequate attention has been allocated, the District can escalate the trouble resolution by request. A list of escalation contacts will be provided when the implementation schedule is completed.

**C.5.1.4.4** The vendor shall provide the resolution notification process: The District seeks a system, whereas the Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.

**C.5.1.4.5** The vendor shall provide a diagram of the internal network and how it interconnects with District locations included in with your proposal in Visio format.

**C.5.1.4.6** The vendor shall provide a description of the remote management and monitoring capabilities that will be put in place for this service. Provide information on how District technicians may gain access to this system.

**C.5.1.4.7** The vendor shall describe any guaranteed level of bandwidth for the proposed data service.

**C.5.1.4.8** The vendor shall provide a summary of the process that would be used to cut over from the District's existing Wide Area Network to the proposed Wide Area Network.

**C.5.1.4.9** The District requires a timely resolution for service outages. The vendor shall provide the procedure used in the event of a service outage and any notification service that the vendor can provide to the District.

**C.5.1.4.10** The vendor shall describe the process for relocations, including the assumption of costs.

**C.5.1.4.11** The vendor shall provide the procedures for delivering status information and problem resolution time frames to the customer.

**C.5.1.4.12** The vendor shall provide escalation procedures for trouble tickets and an escalation list for the account team with names, telephone numbers, and email addresses.

**C.5.1.4.13** The vendor shall describe the processes for scaling up during the contract terms.

**C.5.1.4.14** This Proposal must allow for future additional sites and increased bandwidth to be added to the proposed cost structure. Scalability is important. Adding additional sites is to be considered a minimal change to the original RFP, and pricing will be based on the original proposal.

**C.5.1.4.15** The vendor shall provide an estimated time and detailed plan for the transition of the service process for the District leaving its existing WAN services and joining the new WAN service and an estimate of Wide Area Network downtime incurred by this process.

**C.5.1.5** Non-recurring Cost

If new fiber is being installed, then any installation costs are considered standard non-recurring costs (NRC). This means that the costs associated with building the and the costs associated with the equipment required to activate the service standard NRC.

#### **C.5.1.6 Scope limitation**

**C.5.1.6.1** The proposal shall be limited to providing WAN and Internet connectivity to and between the two District data centers and various DISTRICT Sites.

**C.5.1.6.2** Datacenter operations are the sole responsibility of the District and the Office of Chief Technology Officer (OCTO). The vendor is responsible for all connections to and between the District's data centers, schools, and other administrative facilities. The Vendor must work closely with these entities to ensure an effective hand-off and an overall infrastructure performance at optimal levels.

**C.5.1.6.3** The proposal shall not include other services such as LAN or Wi-Fi support services.

#### **C.5.1.7 Timeline for Completion of Work**

The vendor shall not be held responsible for delays in the performance of the contract caused by strikes, lockouts, labor disturbances, lack of or failure by transportation, acts of the government, or other causes like the foregoing which are beyond the control of and are not the fault of the vendor.

However, whenever the Vendor(s) shall claim that delays are due to any or all the above-named causes, the Vendor(s) shall, within five (5) days after the occurrence of such cause or causes of delay, request an extension of time from the District. Such requests shall be in writing and shall state the reason or reasons why timely delivery has been delayed. If the District finds that such cause or causes of delay exist, it shall grant the Vendor(s) an extension of time equal to the delay resulting from such cause or causes. The District may, at its option, rescind the agreement or charge a late fee of 10% of the remaining uninstalled schools' combined monthly service cost per day if delays in performance are within the control of the Vendor(s) or their subcontractors.

Cut-over work will need to be carefully scheduled and performed with minimal disruption to the District's operation. Minimal disruption is defined as no more than 2 hours without network access for one or more sites. For proposal purposes, the District anticipates that the most efficient cut-over timeframe will start at 5:00 pm local time. Service(s) must be fully operational by 6:00 am local time the following business day. The timeframe for each cut-over will be negotiated at the discretion of the District.

#### **C.5.1.8 Required term**

**C.5.1.8.1** The vendor(s) shall perform its services in a timely and professional manner by qualified maintenance technicians familiar with the services, products, and equipment and their operation. Throughout the implementation and during the term of all service agreements, including all renewal periods, the vendor(s) will correct all defects to the extent those defects originate from the acts or omissions of the vendor's products or personnel, at no cost to the District.

- C.5.1.8.2** The vendor(s) represents and warrants that it shall maintain the services and all related equipment in working order twenty-four hours per day, seven days per week, and shall provide emergency telephone numbers where emergency service can be obtained. The Vendor(s) will provide a toll-free number for technical service on a 7x24x365 basis. The wait time to reach the Vendor's helpline. will be less than five minutes.
- C.5.1.8.3** If the vendor's equipment is to be hosted on the District property, the vendor shall maintain their own equipment that is co-located within the District. The vendor's equipment shall be tagged with circuit/site IDs, the vendor's name, and a toll-free contact number. The vendor shall provide Uninterruptible Power Supply (UPS) backup power that will provide power to their equipment to keep it online in case of a power failure for a minimum of 45 minutes time. The vendor(s) will configure the UPS equipment to allow the vendor(s) and the District to monitor when the UPS is on battery over the District network. The UPS will be configured to send the vendor(s) and the District an alert when the UPS is on battery and when the UPS has returned from an on-battery condition. If the vendor(s) fails to provide this information, the District may reduce payment of service by 10% per site per month for each month the issue is not resolved to the satisfaction of the District.
- C.5.1.8.4** The District requires a web portal(s) provided by the vendor through which utilization and status information can be accessed. This is to include real-time, current, and historical bandwidth utilization and UPS status.
- C.5.1.8.5** The vendor's proposal should include proactive alerting on battery and network status.
- C.5.1.8.6** The vendor will provide the District with a physical and logical fiber map showing all site connectivity in Microsoft Visio format. The Vendor will continue to update the maps for any add/move changes during the entire length of the contract.

## **C.5.2 WAN Requirements**

### **C.5.2.1 System Interfaces/Bandwidth**

For all proposals, the District mandates that the Wide Area Network vendor delivers a solution capable of achieving a speed of up to 40 Gbps independently at each of the District Data Centers, DC1 and DC2.

### **C.5.2.2 Operational Requirements**

- C.5.2.2.1** The vendor shall work with the Office of the Chief Technology Officer (OCTO), which owns the two data centers and current connections to the school and administrative buildings.
- C.5.2.2.2** The vendor shall provide an initial project management plan to architect the successful switchover services from the current services provider and integrate services with our WAN service provider with minimal downtime.
- C.5.2.2.3** The vendor shall provide a full Border Gateway Protocol (BGP) feed and perform all requests for policy changes within 24 hours request from the Authorized point of contact at DCPS / OCT

**C.5.2.2.4** The vendor's Network Operation Center shall provide full-time (24x7x365) operations and continuously monitor the district's network connectivity.

**C.5.2.2.5** The vendor's solution shall be implemented such that it provides High Availability at each point of presence and a Fall-Back system solution for continuous connectivity and reliability such that a single network event does not cause a service outage to entire district sites.

**C.5.2.2.6** The vendor shall provide routing for the district's Classless Internet Domain Routing (CIDR) block of IPv4 and IPv6 addresses owned by the Government of the District of Columbia.

**C.5.2.2.7** The vendor shall be capable of providing Primary and Secondary Domain Name Service.

**C.5.2.2.8** The vendor shall notify the DC Government's Network Operation Center (NOC) 30 calendar days in advance of scheduled maintenance activities that might impact the Internet service. The notice shall include, at a minimum, the reasons for the planned service outages, the scope of the outage, and its duration.

**C.5.2.2.9** The vendor shall be responsible for all installation coordination necessary to provide subcontracted service where applicable, including but not limited to local loops.

**C.5.2.2.10** The vendor shall work with support service OCTO for day-to-day maintenance of the WAN service

**C.5.2.2.11** The vendor must maintain up-to-date network architecture diagrams and reports and provide updates quarterly.

**C.5.2.2.12** The vendor must maintain a minimum of 99.99% WAN network uptime except for extenuating circumstances such as natural disasters.

### **C.5.2.2 13 Service Level Agreement**

Vendor must provide a proposed Service Level Agreement (SLA) with their RFP response, including a description of the services bulleted below and how they will be measured, how they will be mitigated, and how the District will be compensated when the terms are not met. Service Level Agreements should address the following:

**C.5.2.2.13 1** Network availability  $\geq 99.99\%$  up-time which means a maximum downtime per year of 8 hours 46 minutes. Note: the most critical times for the District are 6:00 AM – 10:00 PM Eastern time, Monday through Friday.

**C.5.2.2.13.2** The SLA, at a minimum, shall include a provision regarding:

- Network availability
- Packet delivery scope
- Network Latency Scope
- Outage Reporting Scope
- Circuit installation Scope
- Number of Trouble Reports by location and priority.
- Average Trouble Report Response Time by location and priority



- SADFG Remedy to DISTRICT when SLA is not met.

**C.5.2.2.13.3** This is the expected service level agreement; the responder is free to propose an education industry standard solution that would provide the highest level of service to all district sites to ensure maximum network uptime and the highest quality of services.

Service Level Class	Qualifying attribute	Time allowed to provide Telephone Support	Time to be Onsite if Unresolved by phone	Max Time for Resolution
I (Critical)	The issue that has a crippling impact on the operation of a school or site impacting more than 100 users	Immediately upon call	30 min	4 hours
II (Major)	An incident that affects multiple end users, departments, and classrooms has the potential to have a major effect on instruction or operations.	Immediate up-on-call	1 hour	12 hours
III (Minor)	An incident that has a low impact on the instruction and operation	Immediate up-on-call	4 Hours	24 Hours

**C.5.3 Proactive Monitoring and Maintenance**

**C.5.3.1** Any solution utilizing non-school District-owned equipment must be able to be monitored by the vendor. Performance monitoring tools are also a requirement for any solution that utilizes the vendor’s equipment and services.

**C.5.3.2** The District requires web access to view the real-time performance and utilization of all site connectivity.

**C.5.3.3** The vendor will provide site-specific historical data and trend analysis as well as minimum and peak performance statistics monthly.

**C.5.3.4** All vendors responding to this RFP must specify the tools, resources, and methodology for real-time network monitoring, real-time network equipment status, and the performance of the network at each site.

**C.5.3.5** Monitor Network Availability, Fault, and Performance

- a) Interface uptime reporting
- b) Historical archiving to identify reoccurring issues.

**C.5.3.6** Network Topology and Connection Overview

- a) Map-style view of all sites on a single management screen
- b) Immediate access to equipment and statistics from the management portal
- c) Easily accessed from the Internet with secure login authentication

**C.5.3.7** Proactive Network Alerts

- a) Monitoring and real-time alerting when pre-set thresholds are met and approaching capacity.
- b) Able to create tickets based on performance and error logging.

**C.5.3.8** Monitor Syslog data, events, alerts, SNMP trap, and other messages in a single web console

- a) Advanced information reporting monitors chassis fan and temperature of all network equipment
- b) Filters unnecessary alerts to only report emergencies

**C.5.3.9** Network Performance Reporting

- a) Scheduled reports to analyze per site
- b) Customizable to provide necessary information for troubleshooting and capacity planning.

**C.5.3.10** Network Bandwidth Analysis

- a) Internet and web-based traffic monitoring and performance reporting
- b) Real-time network equipment information
- c) Alerts are sent in real-time for immediate action in the event of an emergency.

**C.5.3.11** Centralized log reporting

Single screen management with color-coded error log reporting to prune informational reporting from emergency reporting.

**C.5.3.12** Network documentation

- a) Maintain comprehensive network documentation
- b) Regular updates to reflect changes in configuration and network topology and submit to DISTRICT quarterly.

**C.5.3.13** The current District sites that need to be connected by the WAN Solution can be found in Exhibit A. Note: if this access and information is not provided to the District on a per-site basis, the

District may choose to reduce payment of service by 10% per site per month for each month until the issue is resolved to the satisfaction of the District.

#### **C.5.4 Service Outage Notification**

C.5.4.1 The District requires any vendor replying to this RFP to provide true inter-site Ethernet connectivity. Aggregation is acceptable in the inter-site connectivity, so long as the handoff is Ethernet. The District would like details on the following from all Vendors:

- a) Exactly how the Vendor proposes carrying traffic to and from remote District sites.
- b) How the Vendor is connected (Any peering agreements, load balancing, etc.)
- c) Backup network access, power, etc.
- d) Description of devices used to hand off Ethernet to each site.
- e) Description of services included with the proposal

C.5.4.2 The District requires evidence of any claims made by participating Vendors submitted with the proposal.

#### **C.5.5 Service Outage Notification**

C.5.5.1 The vendor will provide notification of any planned service outages at least three business days in advance. Planned service outages must occur outside of school and business hours except in extenuating circumstances. The time to repair under normal circumstances must be four hours or less.

C.5.5.2 In the event of an unplanned outage, the vendor will provide notification to the District within 15 minutes of the outage. The provider will update the District every 30 minutes on the progress of repairs until the issue is resolved.

C.5.5.3 The district, at its discretion, may impose monetary penalties on the vendor for each day a site may experience no connectivity due to an issue on the vendor's side. The monetary penalty may not exceed 5% of that month's service fee for each day the site remains without connectivity or degraded connectivity.

#### **C.5.6 Technical Requirements**

C.5.6.1 The circuit must operate at a maximum latency of 10 milliseconds or less, averaging monthly.

C.5.6.2 The district requests that the Vendor provide a quote for an annual operations cost to oversee the technical support of the WAN service. Include price details for all equipment necessary to place the circuits into service at designated bandwidth levels, installation and configuration of equipment, and annual cost to operate the equipment/circuits. The annual operations cost should include the provision of:

- a) Procurement of necessary hardware to light the fiber paths.
- b) Installation and configuration of equipment to put circuits into district existing services.
- c) Network monitoring on a 24x7x365 basis
- d) Availability of 24/7/365 local support
- e) and communication of service tickets to the District escalation list

- f) Incident response with service expectation as below in Exhibit B
- g) Other industry-standard provisions of broadband service technical support
- h) Re-provisioning of equipment necessary to put circuits back into service after an outage.
- i) Provision of financial or service credit penalty if this service level agreement is violated.

### **C.5.7 Support Requirements**

**C.5.7.1** The District shall be able to place and track orders by a vendor-provided web-based support portal or customer service hotline.

**C.5.7.2** The vendor shall provide the district's Contract Administrator, or his/her designee, automatic notification for changes in the status of any district orders.

**C.5.7.3** Order information shall be confirmed with the district's POC by email within two working days of the placement of the order, and the confirmation must include an order number, circuit number, and estimated completion date.

### **C.5.8 Demarcation**

All solutions must terminate services in the demarcation point at the addresses specified for each district facility. The "demarcation point" is defined as the Main Distribution Frame (MDF) located inside the sites. Additionally, Vendors must clearly specify any required hardware, including District-owned or Vendor-owned, necessary for the solution to be fully operational.

**C.5.8.1** The vendor shall maintain the applicable fiber, if leased or owned, seven days per week, twenty-four hours per day. Upon notification from the District of a malfunction relating to the applicable fiber, the vendor shall respond to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence. The Vendor should include an overview of maintenance practices, including:

- a. Routine maintenance and inspection
- b. Marker and handhold inspection and repair
- c. Handling of unscheduled outages and customer problem reports
- d. What service level agreement is included, and what alternative service levels may be available at additional cost?
- e. What agreements are in place with applicable utilities and utility contractors for emergency restoration?
- f. Repair of fiber breaks
- g. Mean time to repair.
- h. Replacement of damaged fiber
- i. Post repair testing
- j. Replacement of fiber that no longer meets specifications.
- k. Policies for customer notification regarding maintenance
- l. Process for changing procedures, including customer notification practices.

### **C.5.9 Network Design and Communication Routes**

**C.5.9.1** The district is open to scalable solutions that meet the district WAN and Inter-Site Connectivity requirements and will consider traditional network designs or alternative proposals. The District's decision criteria will be used to determine if an award is made as a result of this RFP. The District has, in accordance with E-rate guidelines, rated the cost of eligible service as the highest weighted factor in its decision criteria.

**C.5.9.2** Due to current and future bandwidth needs, Vendors are required to provide dedicated infrastructure to the District. Fiber solutions are required to utilize the private fiber approach, where there exists no other aggregation or third-party equipment on fiber strands between sites and modulating equipment at each site is dedicated to the District and not shared in any way with other customers. If this is not possible, then designs should limit the use of shared infrastructure as much as possible.

**C.5.9.3** The vendors should clearly illustrate the proposed network design and communication routes. The District is not advocating for or mandating any preconceived network design or communication routes and leaves this decision up to the Vendor to present their best solution while recognizing the cited termination locations.

### **C.5.10 Special Construction**

**C.5.10.1** In E-rate terminology, and for the purposes of this RFP, "special construction" refers to the upfront, non-recurring costs associated with the installation of new infrastructure to or between eligible entities.

Special construction charges eligible for Category One support consist of three components:

- Additions to existing network demarcation points (racks, fiber management panels, etc)
- design and engineering
- project management

### **C.5.11 E-RATE**

To warrant consideration for an award of the contract resulting from this Request for Proposals, vendors must agree to participate in the Universal Service Support Mechanism for Schools and Libraries (commonly known as the "E-rate" program) as provided for and authorized under the federal Telecommunications Act of 1996 (47 U.S.C. § 254 "Universal Service"). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund ("E-rate") subsidies. To ensure compliance with all applicable E-rate regulations, program mandates, and auditing requirements, vendors must comply with the following:

**C.5.11.1 E-rate Knowledge:** the vendor shall have, at a minimum, a working knowledge of how the E-rate Program works and what it requires the Vendor to do.

**C.5.11.2 E-rate Registration:** the vendor shall submit with its proposal a valid Service Provider Identification Number ("SPIN") and a valid Federal Communications Commission Registration Number ("FCCRN").

**C.5.11.3 E-rate Participation:** the vendor shall agree to participate in the E-rate program and to cooperate fully and in all respects with the District, the Universal Service Administrative

Company (“USAC”), the Federal Communications Commission, and any other agency or organization with a role, now or in the future, in administering the E-rate Program. The vendor’s cooperation is necessary to ensure that the District receives all the E-rate funding for which it has applied and to which it is entitled in connection with the Vendor’s services and/or products.

**C.5.11.4 Recourse Against Vendor for Failure to Cooperate:** The vendor shall agree that if the District is unable to receive funding for which it applied or is otherwise entitled to receive due to the vendor not cooperating and/or providing requested documentation, the vendor will be liable to the District for the amount that the District was unable to collect from USAC due to Vendor’s failure to cooperate and/or provide requested documentation.

**C.5.11.5 Lowest Corresponding Price:** the Lowest Corresponding Price Rule (“LCP Rule”), 47 CFR § 54.511 (b), prohibits the vendor from ever charging the District more for E-rate eligible goods or services than it charges similarly situated non-residential customers for similar goods or services unless it can prove that the lowest corresponding price (“LCP”) is not “compensatory.”

**C.5.11.5.1** The District is not obligated to ask for the LCP; it must receive it.

**C.5.11.5.2** Upon request, the vendor shall agree to provide to the District, in electronic form, all of the information necessary to determine what the LCP is or, at a particular time, was.

**C.5.11.5.3** If, at the time of delivery, the LCP is lower than the agreed-upon price, the vendor must charge the LCP. If it is determined that the vendor did not charge the LCP, the vendor agrees to correct the billing and return any monies to the District that were paid due to the vendor’s violation of the LCP Rule.

**C.5.11.5.4** Promotional rates that the vendor offers for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.

**C.5.11.5.5** There is a rebuttable presumption that rates offered within the previous three years are still compensatory.

**C.5.11.5.6** The vendor shall not avoid the LCP Rule by arguing that none of its non-residential customers are identically situated to the District or that none of its contracts cover goods or services identical to those sought by the District.

**C.5.11.5.7** The FCC shall permit the vendor to charge the District more than the LCP only when it can significantly higher costs to provide its goods and/or services to the District than it would provide similar goods and/or services to similarly situated non-residential customers. Some factors that could affect the cost of service are volume, mileage from the facility, and length of contract.

**C.5.11.5.8 E-rate Documentation:** the vendor shall provide to District staff and/or the District’s E-rate consultant, as directed and within a commercially reasonable period, all the information and documentation that the vendor has or that the vendor reasonably can acquire that the District may need to prepare its E-rate applications and/or to document transactions eligible for E- rate support.

**C.5.11.5.9 Invoicing Procedures**

Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor must include the following information on all invoices to the District for E-rate eligible equipment and/or services:

- a. Date of invoice
- b. Date(s) of service
- c. Funding Request Number (“FRN”)
- d. Vendor’s signature on invoice attesting to the accuracy and completeness of all charges.
- e. Detailed description of services performed, and materials supplied that match the District’s contract specifications, Form 470, and Form 471 descriptions of same.
- f. Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
- g. Invoice on vendor’s letterhead or on a vendor-generated form
- h. District’s Billed Entity Number
- i. District’s Federal Communications Commission Registration Number
- j. Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter (“FCDL”)

#### **C.5.11.10 E-rate Discounted Invoicing and Reimbursement Processes**

The vendor shall, at the District’s request, either (a) invoice the District only for the non-discounted amounts due on E- E-rate-approved transactions and simultaneously invoice USAC for the balance [Discounted Invoice Process] or (b) invoice the District in full for eligible products and services [Reimbursement or “BEAR” Process].

##### **C.5.11.10.1 Discounted Invoice Process**

###### **a. Invoicing**

Within fourteen (14) days from the date that the vendor delivers to the District E-rate approved materials or services when delivery of such services triggers a payment obligation under the vendor’s contract with the District, the vendor shall invoice the District for its share of the pre-discount cost of those materials or services.

###### **b. Timely Filing**

The vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor, and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment if USAC refuses to pay the invoice due to late filing.

###### **c. Invoice Rejection**

The vendor understands and agrees that the District shall not be liable to the vendor, and the vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC’s refusal to pay; if the District is at fault, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until the District has exhausted its administrative remedies.

###### **d. District Approval**

Before the vendor may submit an invoice to USAC for a service it provided or, in appropriate circumstances, will be provided to the District, the Vendor must first submit a copy of that invoice to the District for its review and approval. The District shall not unreasonably delay or withhold approval of the vendor’s USAC invoices. As the vendor is solely responsible for timely filing invoices with USAC, it understands that it must submit invoices to the District sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it

to meet the USAC filing deadline after the District has had a reasonable opportunity to review and approve them.

### **C.5.11.10.2 Reimbursement Process**

#### **a. Service Provider Annual Certification Form Requirement**

The vendor will, In accordance with E-rate Program rules, file an FCC Form 473 annually with USAC. The vendor understands that unless and until it files this form for a particular funding year, USAC will not process any FCC Form 472 (“BEAR”) request from the District to reimburse it for the payments it has already made to the Vendor for the non-discounted portions of its invoices for that year.

#### **b. Recourse Against Vendor for Failure to File its Annual Certification Form**

The vendor agrees that if the District cannot collect a reimbursement payment from USAC because of the Vendor’s failure to file a Form 473, the Vendor will be liable to the District for the amount that the District was unable to collect from USAC due to the Vendor’s failure to file that form.

#### **c. Delayed E-rate Funding Commitment**

The vendor understands that, due to circumstances beyond the District’s control, the District may not receive an E-rate funding commitment by the beginning of the E-rate funding year, July 1, for the services it intends to purchase from the vendor during that funding year.

#### **d. Retroactive Invoicing**

When E-rate funding is approved, the vendor shall invoice USAC for the discounted amount the District is owed retroactive to July 1st of the funding year or whenever approved service to the District begins, whichever date is later.

#### **e. E-rate Audit and Document Retention Requirement**

The vendor shall retain secure, easily retrievable electronic copies of all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda, and other data relating to the vendor’s services to the District. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by the District. In all subcontractor agreements for services, the Vendor shall include a provision requiring the subcontractor to retain the same electronic records and allowing the District the same right to inspect and audit them as set forth herein.

In addition to the foregoing, the Vendor will create, implement, and enforce an internal E-rate audit process that ensures that the Vendor complies with all E-rate program rules and regulations. This process must include the following:

1. Separating ineligible project management and other professional services costs, if any, from other charges
2. Where labor is involved, maintaining detailed, signed individual timesheets.
3. Ensuring that ineligible charges are not submitted to USAC.
4. Invoicing to USAC that is consistent with the contract and the applicable Forms 470 and 471
5. Ensuring that services or products are not provided to the District without the District’s express written permission or official purchase authorization.



6. Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
7. Ensuring, where applicable, that non-recurring services are provided prior to September 30th and recurring services provided prior to June 30th of the relevant E-rate funding year.
8. Creating and retaining supporting documentation sufficient to evidence that what was approved per the FCDL and provided to the District was provided to the District and when.
9. If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed.
10. If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in Form 471
11. Documenting that E-rate funded services were provided within the allowable contract period and program year.
12. Charging proper FRN(s)
13. Ensuring that invoices and USAC forms are submitted to the District in a timely manner.
14. Ensuring that USAC forms are filled out completely, accurately, and on time.
15. Maintaining a fixed asset list of E-rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format.

#### **C.5.11.10.3 Contract Term Modification**

The District reserves the right to extend or abbreviate the term of the contract for as long or short a period as it deems necessary if the receipt of E-rate funding for the products and/or services the contract covers depends on it. For example: (1) a contract term modification might be necessary to make the Contract term coincide with an E-rate “program year,” or (2) a contract extension might be necessary if the District receives a “service delivery deadline extension.”

### **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 clause number **six (6), Inspection of Services** 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 F: PERIOD OF PERFORMANCE AND DELIVERABLES**

#### **F.1 TERM OF CONTRACT**

The term of the contract shall be for a period from the Date of Award, as specified on the cover page of this contract, through September 30, 2025.

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

**F.2.1** The District may extend the term of this contract for a period of four one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract, provided that the District will give the Contractor preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the district to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the 30-day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the contract.

**F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option period(s) shall be as specified in Section B of the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed **five years**.

**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 (CA) identified in section G.9 in accordance with the following:

Item No.	Deliverable	Qty	Format / Method of Delivery	Due Date
001	The project plans to provide a schedule and activities	1	Document via email to the contract administrator	Within 10 business days of the award
002	Quality Control Plan	1	Document via email to the contract administrator	Within 10 business days of the award
003	Service Transition Plan	1	Document via email to the contract administrator	Within 10 business days of the award
004	Service activation service report	25	Document via email to the contract administrator	Start after 15 business days of the award
005	Bi-weekly update, progress, and plan	25	Document via email to the contract administrator	Bi-Weekly
006	Monthly Contract Status and Progress Report of Assessment, Quality of services, Repair and Replacement Services Report including response times to standard and emergency requests	12	Document via email to contract administrator	Monthly

007	Other Draft & Final Deliverable Products		Document via email to the contract administrator	Per DCPS request only
008	Partnership with DCPS on the launch of service to all DCPS sites		Document via email to the contract administrator	By the start date of the contract
009	Annual Service Schedule		Document via email to the contract administrator	Annually

**F.3.1** The Contractor shall submit to the District, as deliverable, the report described in section H.5.5 that 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 final payment to the Contractor shall not be paid according to section G.3.2

**SECTION G: CONTRACT ADMINISTRATION**

**G.1 INVOICE PAYMENT**

**G.1.1** The District will make payments to the Contractor, based upon Section B (Price/Cost Schedules) and Section F (Deliverables) upon receipt 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.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall create and submit payment requests in an electronic format through the DC vendor Portal, <https://vendorportal.dc.gov>

**G.2.2** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.

**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, which is 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**

Payment will be based upon Section B.3 - Price/Cost Schedule and Section F.3 - Deliverables.

## **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 as a result 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**

### **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 1.5% 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. The required payment date shall be:

**G.6.1.1.1** The date on which payment is due under the terms of the contract.

**G.6.1.1.2** Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

**G.6.1.1.3** Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity or

**G.6.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

**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 after:

**G.6.1.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat food 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 must take one of the following actions within seven (7) 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 nonpayment.

**G.6.2.2** The Contractor must pay any subcontractor or supplier 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 1.5% 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:

**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.** 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.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  
District of Columbia Public Schools  
Office of Fiscal Strategy  
Contracts and Acquisitions Division  
1200 First Street, NE 9th floor  
Washington, DC 20002  
Phone: (202) 442-5136  
Email: [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 ADMINSTRATOR (CA)**

**G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of 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 invoice or vouchers

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

Prashish Shrestha

Deputy Chief Data Technology  
 District of Columbia Public Schools  
 1200 First Street NE, 12<sup>th</sup> Floor  
 Washington, DC, 20002  
 C: 202.907.7794  
 E: [Prashish.Shrestha@k12.dc.gov](mailto:Prashish.Shrestha@k12.dc.gov)

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

1. Award, agree to, or sign any contract, delivery order 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 fifty-one (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. **2015-4281, Revision 28, dated 12/26/2023**, 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 an 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 to 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 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 10 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 for 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**

**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 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 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 its Employment Agreement has been accepted by DOES. 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 (5) 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**.
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations that employ 50 employees or less.

## **H.6 ADVISORY AND ASSISTANCE SERVICES**

- H.6.1** This contract is a "non-personal services contract." The Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

## **H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 et seq.

## **H.8 WAY TO WORK AMENDMENT ACT OF 2006:**

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01

et seq.) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12- month period.

**H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

**H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 et seq.

**H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer, or other services provided by a regulated utility.
- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor.
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act of 2006.
- (6) An employee under 22 years of age employed during a school vacation period or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia, provided, that the tenant or retail establishment did not receive direct government assistance from the District.
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.8.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of the Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **H.9 SUBCONTRACTING REQUIREMENTS**

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

**H. 9.1.1** For all contracts more than \$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 proposal 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 proposal 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 by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1 of this clause. The plan shall be submitted as part of the proposal and 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 twenty-one (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** If the Contractor has a subcontracting plan required by law for this contract, 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) (the "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**

See Section C

## **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 click on “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 Article 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 Article 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 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 commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by 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 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, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. 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 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 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 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 affected 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 it’s 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 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) 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 respects 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 it's 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 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. Technology Liability, Media Liability and Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Contractor's operations or services with a limit of \$5,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Contractor on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.
5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and

\$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. 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 \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

#### C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insurance required of Contractor. Should the Contractor wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor. In either instance, the Contractor must provide proof of the subcontractor's required insurance prior to 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 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 Contractor no long complying with the above requirements. The Contractor shall provide the CO with ten (10) 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 Contractor at least 30 days' notice of the change. 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. Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. The contractor is responsible for providing us with 30 days' advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

**And mailed to the attention of:**

LaVeta Hilton  
 Deputy Chief Procurement Officer  
 District of Columbia Public Schools  
 Office of Fiscal Strategy  
 Contracts and Acquisitions Division  
 1200 First Street, NE, 9th floor  
 Washington, DC 20002  
 Phone: (202) 442-5136  
 Email: [LaVeta.hilton@k12.dc.gov](mailto:LaVeta.hilton@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 which presents a claim against The Government of the District of Columbia for any

damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants, or subcontractors in the performance of this contract.

- L. CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. WARRANTIES.** When applicable, the Contractor should be named as an additional insured on the applicable manufacturer's/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 offeror who has not satisfied the equal employment requirements.

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

The contract awarded as a result of this RFP 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) RFP, as amended.
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

### **I.11 DISPUTES**

Delete Article 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 Article 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
- (1) 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
    - (iii) The Contractor's request for relief or other action by the CO.
  - (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
  - (3) 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.
  - (4) 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.
  - (5) 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.
  - (6) 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 (6) years of the commission of the misrepresentation of fact or fraud.

(7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

(b) **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.

(1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.

(2) The CO shall send written notice of the claim to the contractor. 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.

(3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

(4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

(5) 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.

(6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

- (c) 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.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

## **I.12 CHANGES**

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 (10) 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 this contract, unless the CO:
  - (1) Agrees with 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) Provides 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 5 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 for the additional work within 10 days of receipt of payment from the District; and
  - (3) Notify the subcontractor and CO in writing of the reason 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.
- (b) 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:
- (1) 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.
  - (2) 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.

- (3) 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.
- (4) 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 non-discrimination requirements set forth in paragraph 19(b)(2).
- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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.
- (9) 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 Article 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. 2015-4281, Revision No. 28, dated December 26, 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 on “Required Solicitation Documents”
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet 2020 available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “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 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>J.10</b>	Bidder Offeror Certification Form available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”

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

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 OFFERORS

### L.1 CONTRACT AWARD

#### L.1.1 Most Advantageous to the District

The District intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors specified elsewhere in this solicitation considered.

#### L.1.2 SELECTION OF NEGOTIATION PROCESS

In accordance with 27 DCMR § 1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with the weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of 27 DCMR § 1632.1. If the CO elects to proceed with negotiations under subsection (c) of 27 DCMR § 1632.1, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

### L.2 PROPOSAL ORGANIZATION AND CONTENT

**L.2.1** The offeror shall submit one (1) original *electronic* copy of the proposal and associated attachments. The proposals shall be submitted in two parts titled “Technical Proposal” and “Price Proposal”. The electronic proposal shall have a 12-point font size of 8.5” by 11” paper size. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted via [dcpsoca.inquiries@k12.dc.gov](mailto:dcpsoca.inquiries@k12.dc.gov) and file marked: Proposal in Response to Solicitation No. **GAGA-2024-R-0064 “Wide Area Network (WAN) and Internet Services”** The email transmission must include the name of the bidder/offeror, email address, and telephone number.

**L.2.2** All attachments shall be submitted as a PDF file. The District will not be responsible for the corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

**L.2.3** The offeror shall submit two (2) attachments in its electronic submittal: (1) a technical proposal and (2) a price proposal. **Please note that each attachment is limited to a maximum size of 25 MB.**

**L.2.4** The offeror shall label each attachment, i.e., “Technical Proposal” and “Price Proposal.” The vendor shall also clearly label each task they are responding to (i.e., Technical Proposal – Task 1, Technical Proposal – Task 2, Price Proposal – Task 1 and Price Proposal – Task 2).

**L.2.5** Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror’s response. The offeror shall submit information in a clear, concise, factual, and logical manner, providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal

shall facilitate the evaluation of all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the way the offeror proposes to fully meet the requirements in Section C.

**L.2.6** Offerors shall complete, sign, and submit all Representations, Certifications, and Acknowledgments as appropriate.

**L.2.7** The District will reject any offer that fails to include a subcontracting plan that is required by law.

**L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC**

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offeror's proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) requires the District to make available electronic copies of records that must be made public. The District's policy is to release documents relating to District proposals following the award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the DCPS website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

**L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS, AND LATE PROPOSALS**

**L.4.1 Proposal Submission**

**L.4.1.1** Proposals must be submitted electronically via email at [dcpsoca.inquiries@k12.dc.gov](mailto:dcpsoca.inquiries@k12.dc.gov). **no later than Wednesday, February 14, 2024, at 1:00 PM EST.**

**L.4.1.2 Error in Proposal**

Offerors are fully responsible to read and understand all information and requirements contained in the solicitation. Failure to do so will be at the offerors' risk. In the event of a discrepancy between the unit price and the total, the unit price shall govern.

**L.4.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal via email notification to the Contracting Officer at any time before the closing date and time for receipt of proposals.

**L.4.3 Late Proposals**

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

**L.4.4 Late Modifications**

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

## **L.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the questions electronically via [dcpsoca.inquiries@k12.dc.gov](mailto:dcpsoca.inquiries@k12.dc.gov). The prospective offeror should submit questions no later than **1:00 P.M. on January 25, 2024**. The District may not consider any questions received after **January 25, 2024**. The District will furnish responses via email. An amendment to the solicitation will be issued if the CO decides that information is necessary for submitting offers or if the lack of it would be prejudicial to any prospective offeror. 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 **January 26, 2024, at 5 P.M.**

## **L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal data that they do not want to disclose to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

**"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used, or disclosed in whole or in part for any purpose except for use in the procurement process.**

**If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, the information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."**

**L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

**"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."**

## **L.7 PROPOSALS WITH OPTION YEARS**

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

## **L.8 PROPOSAL PROTESTS**

Any actual or prospective offeror 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 at the time set for receipt of initial proposals shall be filed with the Board prior to



the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation must be protested no later than the next closing time for receipt of proposals 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 the solicitation.

#### **L.9 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive visuals and other presentation aids are neither necessary nor desired.

#### **L.10 RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District and, therefore, will not be returned to the offerors.

#### **L.11 PROPOSAL COSTS**

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

#### **L.12 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 as specified in Section I.8 to:

LaVeta Hilton  
Deputy Chief Procurement Officer  
District of Columbia Public Schools  
Office of Fiscal Strategy  
Contracts and Acquisitions Division  
1200 First Street, NE 9th floor  
Washington, DC 20002  
Phone: (202) 442-5136  
Email: [LaVeta.hilton@k12.dc.gov](mailto:LaVeta.hilton@k12.dc.gov)

#### **L.13 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror 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. An offeror's failure to acknowledge an amendment may result in the rejection of its offer.

#### **L.14 BEST AND FINAL OFFERS**

If after receiving original proposals, negotiations are conducted under 27 DCMR § 1632.1(c), all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications, and Late Withdrawals of Proposals provisions of the solicitation. After the evaluation of the best and final offers, the CO may award the contract to the highest-ranked offeror or negotiate with the highest-ranked offeror in accordance with 27 DCMR § 1634.

## **L.15 LEGAL STATUS OF THE OFFEROR**

Each proposal must provide the following information:

- L.15.1** Name, address, telephone number, and federal tax identification number of offerors.
- L.15.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. If the offeror 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 offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.15.3** If the offeror 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.16 FAMILIARIZATION WITH CONDITIONS**

Offerors 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 to be accomplished. Contractors 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 liability concerning the services to be performed.

## **L.17 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the District.

- L.17.1** 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, as amended, D.C. Official Code § 2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to 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 is eligible to receive an award under applicable laws and regulations.

**L.17.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based on available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

## SECTION M - EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District based on the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based on the evaluation criteria.

### M.2 TECHNICAL RATING

#### M.2.1 The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
0	Unacceptable	Fails to meet minimum requirements, e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all, requirements; no deficiencies.

**M.2.2** The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score to each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor

is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

### **M.3 EVALUATION CRITERIA**

Proposals will be evaluated based on the following evaluation factors in the manner described below:

#### **M.3.1 TECHNICAL CRITERIA**

##### **M.3.1.1 FACTOR A – Vendor’s E-Rate experience (10 Points maximum)**

- 1) This evaluation factor considers vendors’ experience working with similar size E-Rate-eligible contracts. The District is specifically interested in the vendors’ experience and responsibility in designing and implementing services that are comparable to the project outlined in this RFP.
- 2) All vendors submitting proposals must submit a valid and current Service Provider Identification Number (SPIN) as issued by USAC. The SPIN must be established at the time of the proposal submittal, and the vendor must include a copy of the completed SPAC (Service Provider Annual Certification) Form with the proposal.
- 3) The vendors must submit a minimum of two (maximum of five) relevant references of customers to whom the vendors provide similar services within the last three years that is presently in use. The following information is required for each reference:
  - Organization’s Name
  - Organization's Address
  - Contact’s Name
  - Contact’s Email Address
  - Contact's Phone Number
  - Description of Service
  - Installation Date

##### **M.3.1.2 FACTOR B – Service Transition plan (15 Points maximum)**

1. This evaluation criteria considers the detailed plan that addresses all components required for a smooth transition from the District's existing WAN to proposed WAN services at all sites within the timeline provided.
2. This evaluation factor also considers any fallback or secondary plan to avoid any disruption of services at each site and data center.
3. This plan must demonstrate how vendors will meet the required schedule to provide services on day one of the start of the contract.

##### **M.3.1.3 FACTOR C –Effective support plan (20 points maximum)**

1. This evaluation factor considers Tier1, Tier2, and Tier3 support services details, clarity on SLA, and the vendor's accountability and responsibility.

- 2. This factor will be evaluated based on the completeness of the provided support structures, including all service level classes, including emergency and regular support processes. This plan must demonstrate how the vendor will meet all service and support requirements layouts in this RFP.

**M.3.1.4 FACTOR D - Technical evaluation of proposed services, including compatibility with District equipment and infrastructure (20 Points maximum)**

- 1. This factor will be evaluated based on the completeness of the proposed methodology and its march to the scope of work and requirements above. The proposed methodology must demonstrate how the vendor intends to provide WAN services and all deliverables successfully within the desired timeframes. Approaches that maximize transparency and compatibility with the District's existing equipment and infrastructure will be rated higher.

**M.3.2 PRICE CRITERION (35 Points maximum)**

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

**M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)**

**M.3.4 TOTAL POINTS (112 Points Maximum)**

Total points shall be the cumulative total of the offeror’s technical criteria points, price criterion points, and preference points, if any.

**M.4. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

**M.4.1 Application of Preferences**

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

- M.4.1.1** 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.4.1.2** 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.4.1.3** 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.4.1.4** 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.4.1.5** 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.4.1.6** 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.4.1.7** 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.4.1.8** 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.4.1.9** 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.4.2 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.4.3 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.4.4 Verification of Bidder's Certification as a Certified Business Enterprise**

- M.4.4.1** 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.4.4.2** 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.4.4.3** All bidders are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

## **M.5 EVALUATION OF OPTION YEARS**

The District will evaluate offers 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 District's requirements may change during the option years. The quantities to be awarded will be determined at the time each option is exercised.