



<b>SOLICITATION, OFFER, AND AWARD</b>  Government of the District of Columbia				1. Caption			Page 1 of 48		
				<b>E-Rate Basic Maintenance Services of IT Equipment</b>			1	48	
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market	
<b>TBD</b>		<b>GAGA-2022-I-0074</b>		<input checked="" type="checkbox"/>	Sealed Bid (IFB)	<b>March 1, 2022</b>		<input checked="" type="checkbox"/>	Open
					Sealed Proposals (RFP)				Set Aside
					Other			<input checked="" 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 3:00pm EST Monday, March 28, 2022.</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			
Anmarie McQueen			Phone	(202) 255-6117		<a href="mailto:anmarie.mcqueen@k12.dc.gov">anmarie.mcqueen@k12.dc.gov</a>			
11. Table of Contents									
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<b>OFFER</b>									
12. The undersigned agrees, if this offer is accepted within <u>30</u> 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 Contracts and Acquisitions (OCA) on behalf of the Office of the Data Systems and Strategy (ODSS) Information Technology (IT) Division is seeking a contractor to provide basic maintenance of internal connections. Internal connections include, but is not limited to firewall, routers, switches, wireless access points, software and telecommunication equipment.
  
- B.2** The District contemplates a single award of a Requirements contract in accordance with 27 DCMR Chapter 24.
  - B.2.1** The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid that is advantageous for District of Columbia Public Schools.
  
  - B.2.2** The award will be in accordance with the Price Schedule in Section B.4 of this solicitation. The Contractor(s) bid submission shall include the entire Price Schedule in Section B.4 for the base year and all option years. The actual quantities of the equipment in the option years will depend on an assessment of the equipment prior to exercising each option year, which may increase or decrease from the specified quantities.

**B.3 REQUIREMENTS CONTRACT**

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

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, Section G.10. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
  
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
  
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period, if the Contractor shall not be required to make any deliveries under this contract after expiration of the contract.

**GAGA-2022-I-0074 E-RATE BASIC MAINTENANCE SERVICES OF IT EQUIPMENT**

**B.3.1** Prospective Contractor(s) must participate in the Universal Service Support Mechanism for Schools and Libraries (known as the “E-rate” Program) as provided for and authorized under the Federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, “Universal Service”) to ensure compliance with all applicable E-Rate rules, requirements, regulations, and program mandates.

**B.4 PRICE SCHEDULE**

Below are the estimated quantities and product numbers for the maintenance of internal connections. The District reserves the right to change both quantities and products when the Contract Administrator (CA) receives Equipment Reconciliation Reports, as the District acquires new products and/or current products reach end of life.

**B.4.1 BASE YEAR: (July 31, 2022 – July 30, 2023)**

<b>Contract Line Item No. (CLIN)</b>	<b>Product Number</b>	<b>Product Description</b>	<b>Price Per Unit</b>	<b>Estimated Quantity</b>	<b>Total Estimated Price</b>
0001	AIR-CT8540-K9	Cisco 8540 Wireless Controller with rack mounting kit	\$	8	\$
0002	C9300-48U-E	Catalyst 9300 48-port UPOE, Network Essentials	\$	6	\$
0003	C9407R-96U-BNDL-E	Catalyst 9400 Series 7 slot, Sup, 2xC9400-LC-48U, DNA-E LIC	\$	4	\$
0004	C9410R-96U-BNDL-E	Catalyst 9400 Series 10 slot, Sup, 2xC9400-LC-48U, DNA-E LIC	\$	5	\$
0005	C9500-16X-A	Catalyst 9500 16-port 10Gig switch, Advantage	\$	10	\$
0006	CTS-MX700D-2CAM-K9	^Cisco MX700, Dual 55, Dual Cam	\$	1	\$
0007	ISR4451-X/K9	Cisco ISR 4451 (4GE,3NIM,2SM,8G FLASH,4G DRAM)	\$	16	\$
0008	ISR4451-X-V/K9	Cisco ISR 4451 UC Bundle, PVDM4-64, UC Lic	\$	1	\$
0009	N5K-C5672UP	Nexus 5672UP 1RU, 32x10G SFP+, 16pxUP SFP+, 6x40G QSFP+	\$	2	\$
0010	PI-UCS-APL-K9	^Cisco Prime Infrastructure UCS Physical HW Appliance	\$	1	\$
0011	WS-C3650-48FD-S	Cisco Catalyst 3650 48 Port Full PoE 2x10G Uplink IP Base	\$	4	\$
0012	WS-C3650-48FS-S	Cisco Catalyst 3650 48 Port Full PoE 4x1G Uplink IP Base	\$	1	\$
0013	WS-C3850-12XS-E	Cisco Catalyst 3850 12 Port 10G Fiber Switch IP Services	\$	5	\$
0014	WS-C3850-12XS-S	Cisco Catalyst 3850 12 Port 10G Fiber Switch IP Base	\$	3	\$

**GAGA-2022-I-0074 E-RATE BASIC MAINTENANCE SERVICES OF IT EQUIPMENT**

0015	WS-C3850-48F-S	^Cisco Catalyst 3850 48 Port Full PoE IP Base	\$	7	\$
0016	WS-C4503-E	^^Cat4500 E-Series 3-Slot Chassis, fan, no ps	\$	8	\$
0017	WS-C4506-E	^^Cat4500 E-Series 6-Slot Chassis, fan, no ps	\$	33	\$
0018	WS-C4506-E=	^^Cat4500 E-Series 6-Slot Chassis, fan, no ps	\$	1	\$
0019	WS-C4507R+E	^^Catalyst4500E 7 slot chassis for 48Gbps/slot, fan, no ps	\$	66	\$
0020	WS-C4507R+E=	^^Catalyst4500E 7 slot chassis for 48Gbps/slot, fan, no ps	\$	2	\$
0021	WS-C4507RE+96V+	^^WS-C4507R+E Chassis, two WS-X4648-RJ45V+E, Sup7L-E, LAN Base	\$	34	\$
0022	WS-C4510R+E	^^Catalyst 4500E 10 slot chassis for 48Gbps/slot, fan, no ps	\$	90	\$
0023	WS-C4510R+E=	^^Catalyst4500E 10 slot chassis for 48Gbps/slot, fan, no ps	\$	5	\$
0024	WS-C4510RE-S8+96V+	^^4510R+E Chassis, Two WS-X4748-RJ45V+E, Sup8-E	\$	33	\$
0025	WS-C6509-V-E	^Catalyst 6500 Enhanced 9-slot Chassis (Vertical), No PS, Fan	\$	1	\$
0026	WS-SVC-ASA-SM1-K9	^ASA Services Module for Catalyst 6500-E, 3DES/AES	\$	1	\$
0027	WS-SVC-ASA-SM1-K9=	^ASA Service Module for Catalyst 6500	\$	1	\$
<b>TOTAL ESTIMATED PRICE FOR BASE YEAR</b>					\$ _____

**B.4.2 OPTION YEAR 1: (July 31, 2023 – July 30, 2024)**

Contract Line Item No. (CLIN)	Product Number	Product Description	Price Per Unit	Estimated Quantity	Total Estimated Price
1001	AIR-CT8540-K9	Cisco 8540 Wireless Controller with rack mounting kit	\$	8	\$
1002	C9300-48U-E	Catalyst 9300 48-port UPOE, Network Essentials	\$	6	\$
1003	C9407R-96U-BNDL-E	Catalyst 9400 Series 7 slot, Sup, 2xC9400-LC-48U, DNA-E LIC	\$	4	\$
1004	C9410R-96U-BNDL-E	Catalyst 9400 Series 10 slot, Sup, 2xC9400-LC-48U, DNA-E LIC	\$	5	\$
1005	C9500-16X-A	Catalyst 9500 16-port 10Gig switch, Advantage	\$	10	\$
1006	CTS-MX700D-2CAM-K9	^Cisco MX700, Dual 55, Dual Cam	\$	1	\$

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1007	ISR4451-X/K9	Cisco ISR 4451 (4GE,3NIM,2SM,8G FLASH,4G DRAM)	\$	16	\$
1008	ISR4451-X-V/K9	Cisco ISR 4451 UC Bundle, PVDM4-64, UC Lic	\$	1	\$
1009	N5K-C5672UP	Nexus 5672UP 1RU, 32x10G SFP+, 16pxUP SFP+, 6x40G QSFP+	\$	2	\$
1010	PI-UCS-APL-K9	^Cisco Prime Infrastructure UCS Physical HW Appliance	\$	1	\$
1011	WS-C3650-48FD-S	Cisco Catalyst 3650 48 Port Full PoE 2x10G Uplink IP Base	\$	4	\$
1012	WS-C3650-48FS-S	Cisco Catalyst 3650 48 Port Full PoE 4x1G Uplink IP Base	\$	1	\$
1013	WS-C3850-12XS-E	Cisco Catalyst 3850 12 Port 10G Fiber Switch IP Services	\$	5	\$
1014	WS-C3850-12XS-S	Cisco Catalyst 3850 12 Port 10G Fiber Switch IP Base	\$	3	\$
1015	WS-C3850-48F-S	^Cisco Catalyst 3850 48 Port Full PoE IP Base	\$	7	\$
1016	WS-C4503-E	^^Cat4500 E-Series 3-Slot Chassis, fan, no ps	\$	8	\$
1017	WS-C4506-E	^^Cat4500 E-Series 6-Slot Chassis, fan, no ps	\$	33	\$
1018	WS-C4506-E=	^^Cat4500 E-Series 6-Slot Chassis, fan, no ps	\$	1	\$
1019	WS-C4507R+E	^^Catalyst4500E 7 slot chassis for 48Gbps/slot, fan, no ps	\$	66	\$
1020	WS-C4507R+E=	^^Catalyst4500E 7 slot chassis for 48Gbps/slot, fan, no ps	\$	2	\$
1021	WS-C4507RE+96V+	^^WS-C4507R+E Chassis, two WS-X4648-RJ45V+E, Sup7L-E, LAN Base	\$	34	\$
1022	WS-C4510R+E	^^Catalyst 4500E 10 slot chassis for 48Gbps/slot, fan, no ps	\$	90	\$
1023	WS-C4510R+E=	^^Catalyst4500E 10 slot chassis for 48Gbps/slot, fan, no ps	\$	5	\$
1024	WS-C4510RE- S8+96V+	^^4510R+E Chassis, Two WS- X4748-RJ45V+E, Sup8-E	\$	33	\$
1025	WS-C6509-V-E	^Catalyst 6500 Enhanced 9-slot Chassis (Vertical), No PS, Fan	\$	1	\$
1026	WS-SVC-ASA-SM1- K9	^ASA Services Module for Catalyst 6500-E, 3DES/AES	\$	1	\$
1027	WS-SVC-ASA-SM1- K9=	^ASA Service Module for Catalyst 6500	\$	1	\$
<b>TOTAL ESTIMATED PRICE FOR OPTION YEAR ONE</b>					\$ _____

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**B.4.3 OPTION YEAR 2: (July 31, 2024 – July 30, 2025)**

<b>Contract Line Item No. (CLIN)</b>	<b>Product Number</b>	<b>Product Description</b>	<b>Price Per Unit</b>	<b>Estimated Quantity</b>	<b>Total Estimated Price</b>
2001	AIR-CT8540-K9	Cisco 8540 Wireless Controller with rack mounting kit	\$	8	\$
2002	C9300-48U-E	Catalyst 9300 48-port UPOE, Network Essentials	\$	6	\$
2003	C9407R-96U-BNDL-E	Catalyst 9400 Series 7 slot, Sup, 2xC9400-LC-48U, DNA-E LIC	\$	4	\$
2004	C9410R-96U-BNDL-E	Catalyst 9400 Series 10 slot, Sup, 2xC9400-LC-48U, DNA-E LIC	\$	5	\$
2005	C9500-16X-A	Catalyst 9500 16-port 10Gig switch, Advantage	\$	10	\$
2006	CTS-MX700D-2CAM-K9	^Cisco MX700, Dual 55, Dual Cam	\$	1	\$
2007	ISR4451-X/K9	Cisco ISR 4451 (4GE,3NIM,2SM,8G FLASH,4G DRAM)	\$	16	\$
2008	ISR4451-X-V/K9	Cisco ISR 4451 UC Bundle, PVDM4-64, UC Lic	\$	1	\$
2009	N5K-C5672UP	Nexus 5672UP 1RU, 32x10G SFP+, 16pxUP SFP+, 6x40G QSFP+	\$	2	\$
2010	PI-UCS-APL-K9	^Cisco Prime Infrastructure UCS Physical HW Appliance	\$	1	\$
2011	WS-C3650-48FD-S	Cisco Catalyst 3650 48 Port Full PoE 2x10G Uplink IP Base	\$	4	\$
2012	WS-C3650-48FS-S	Cisco Catalyst 3650 48 Port Full PoE 4x1G Uplink IP Base	\$	1	\$
2013	WS-C3850-12XS-E	Cisco Catalyst 3850 12 Port 10G Fiber Switch IP Services	\$	5	\$
2014	WS-C3850-12XS-S	Cisco Catalyst 3850 12 Port 10G Fiber Switch IP Base	\$	3	\$
2015	WS-C3850-48F-S	^Cisco Catalyst 3850 48 Port Full PoE IP Base	\$	7	\$
1016	WS-C4503-E	^^Cat4500 E-Series 3-Slot Chassis, fan, no ps	\$	8	\$
2017	WS-C4506-E	^^Cat4500 E-Series 6-Slot Chassis, fan, no ps	\$	33	\$
2018	WS-C4506-E=	^^Cat4500 E-Series 6-Slot Chassis, fan, no ps	\$	1	\$
2019	WS-C4507R+E	^^Catalyst4500E 7 slot chassis for 48Gbps/slot, fan, no ps	\$	66	\$
2020	WS-C4507R+E=	^^Catalyst4500E 7 slot chassis for 48Gbps/slot, fan, no ps	\$	2	\$
2021	WS-C4507RE+96V+	^^WS-C4507R+E Chassis, two WS-X4648-RJ45V+E, Sup7L-E,	\$	34	\$

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		LAN Base			
2022	WS-C4510R+E	^^Catalyst 4500E 10 slot chassis for 48Gbps/slot, fan, no ps	\$	<b>90</b>	\$
2023	WS-C4510R+E=	^^Catalyst4500E 10 slot chassis for 48Gbps/slot, fan, no ps	\$	<b>5</b>	\$
2024	WS-C4510RE-S8+96V+	^^4510R+E Chassis, Two WS-X4748-RJ45V+E, Sup8-E	\$	<b>33</b>	\$
2025	WS-C6509-V-E	^Catalyst 6500 Enhanced 9-slot Chassis (Vertical), No PS, Fan	\$	<b>1</b>	\$
2026	WS-SVC-ASA-SM1-K9	^ASA Services Module for Catalyst 6500-E, 3DES/AES	\$	<b>1</b>	\$
2027	WS-SVC-ASA-SM1-K9=	^ASA Service Module for Catalyst 6500	\$	<b>1</b>	\$
<b>TOTAL ESTIMATED PRICE FOR OPTION YEAR TWO</b>				\$ _____	

**B.4.4 OPTION YEAR 3: (July 31, 2025 – July 30, 2026)**

<b>Contract Line Item No. (CLIN)</b>	<b>Product Number</b>	<b>Product Description</b>	<b>Price Per Unit</b>	<b>Estimated Quantity</b>	<b>Total Estimated Price</b>
3001	AIR-CT8540-K9	Cisco 8540 Wireless Controller with rack mounting kit	\$	<b>8</b>	\$
3002	C9300-48U-E	Catalyst 9300 48-port UPOE, Network Essentials	\$	<b>6</b>	\$
3003	C9407R-96U-BNDL-E	Catalyst 9400 Series 7 slot, Sup, 2xC9400-LC-48U, DNA-E LIC	\$	<b>4</b>	\$
3004	C9410R-96U-BNDL-E	Catalyst 9400 Series 10 slot, Sup, 2xC9400-LC-48U, DNA-E LIC	\$	<b>5</b>	\$
3005	C9500-16X-A	Catalyst 9500 16-port 10Gig switch, Advantage	\$	<b>10</b>	\$
3006	CTS-MX700D-2CAM-K9	^Cisco MX700, Dual 55, Dual Cam	\$	<b>1</b>	\$
3007	ISR4451-X/K9	Cisco ISR 4451 (4GE,3NIM,2SM,8G FLASH,4G DRAM)	\$	<b>16</b>	\$
3008	ISR4451-X-V/K9	Cisco ISR 4451 UC Bundle, PVD4-64, UC Lic	\$	<b>1</b>	\$
3009	N5K-C5672UP	Nexus 5672UP 1RU, 32x10G SFP+, 16pxUP SFP+, 6x40G QSFP+	\$	<b>2</b>	\$
3010	PI-UCS-APL-K9	^Cisco Prime Infrastructure UCS Physical HW Appliance	\$	<b>1</b>	\$
3011	WS-C3650-48FD-S	Cisco Catalyst 3650 48 Port Full PoE 2x10G Uplink IP Base	\$	<b>4</b>	\$
3012	WS-C3650-48FS-S	Cisco Catalyst 3650 48 Port Full PoE 4x1G Uplink IP Base	\$	<b>1</b>	\$

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3013	WS-C3850-12XS-E	Cisco Catalyst 3850 12 Port 10G Fiber Switch IP Services	\$	5	\$
3014	WS-C3850-12XS-S	Cisco Catalyst 3850 12 Port 10G Fiber Switch IP Base	\$	3	\$
3015	WS-C3850-48F-S	^Cisco Catalyst 3850 48 Port Full PoE IP Base	\$	7	\$
3016	WS-C4503-E	^^Cat4500 E-Series 3-Slot Chassis, fan, no ps	\$	8	\$
3017	WS-C4506-E	^^Cat4500 E-Series 6-Slot Chassis, fan, no ps	\$	33	\$
3018	WS-C4506-E=	^^Cat4500 E-Series 6-Slot Chassis, fan, no ps	\$	1	\$
3019	WS-C4507R+E	^^Catalyst4500E 7 slot chassis for 48Gbps/slot, fan, no ps	\$	66	\$
3020	WS-C4507R+E=	^^Catalyst4500E 7 slot chassis for 48Gbps/slot, fan, no ps	\$	2	\$
3021	WS-C4507RE+96V+	^^WS-C4507R+E Chassis, two WS-X4648-RJ45V+E, Sup7L-E, LAN Base	\$	34	\$
3022	WS-C4510R+E	^^Catalyst 4500E 10 slot chassis for 48Gbps/slot, fan, no ps	\$	90	\$
3023	WS-C4510R+E=	^^Catalyst4500E 10 slot chassis for 48Gbps/slot, fan, no ps	\$	5	\$
3024	WS-C4510RE-S8+96V+	^^4510R+E Chassis, Two WS-X4748-RJ45V+E, Sup8-E	\$	33	\$
3025	WS-C6509-V-E	^Catalyst 6500 Enhanced 9-slot Chassis (Vertical), No PS, Fan	\$	1	\$
3026	WS-SVC-ASA-SM1-K9	^ASA Services Module for Catalyst 6500-E, 3DES/AES	\$	1	\$
3027	WS-SVC-ASA-SM1-K9=	^ASA Service Module for Catalyst 6500	\$	1	\$
<b>TOTAL ESTIMATED PRICE FOR OPTION YEAR THREE</b>					\$ _____

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B.4.5 OPTION YEAR 4: (July 31, 2026 – July 30, 2027)

Contract Line Item No. (CLIN)	Product Number	Product Description	Price Per Unit	Estimated Quantity	Total Estimated Price
4001	AIR-CT8540-K9	Cisco 8540 Wireless Controller with rack mounting kit	\$	8	\$
4002	C9300-48U-E	Catalyst 9300 48-port UPOE, Network Essentials	\$	6	\$
4003	C9407R-96U-BNDL-E	Catalyst 9400 Series 7 slot, Sup, 2xC9400-LC-48U, DNA-E LIC	\$	4	\$
4004	C9410R-96U-BNDL-E	Catalyst 9400 Series 10 slot, Sup, 2xC9400-LC-48U, DNA-E LIC	\$	5	\$
4005	C9500-16X-A	Catalyst 9500 16-port 10Gig switch, Advantage	\$	10	\$
4006	CTS-MX700D-2CAM-K9	^Cisco MX700, Dual 55, Dual Cam	\$	1	\$
4007	ISR4451-X/K9	Cisco ISR 4451 (4GE,3NIM,2SM,8G FLASH,4G DRAM)	\$	16	\$
4008	ISR4451-X-V/K9	Cisco ISR 4451 UC Bundle, PVDM4-64, UC Lic	\$	1	\$
4009	N5K-C5672UP	Nexus 5672UP 1RU, 32x10G SFP+, 16pxUP SFP+, 6x40G QSFP+	\$	2	\$
4010	PI-UCS-APL-K9	^Cisco Prime Infrastructure UCS Physical HW Appliance	\$	1	\$
4011	WS-C3650-48FD-S	Cisco Catalyst 3650 48 Port Full PoE 2x10G Uplink IP Base	\$	4	\$
4012	WS-C3650-48FS-S	Cisco Catalyst 3650 48 Port Full PoE 4x1G Uplink IP Base	\$	1	\$
4013	WS-C3850-12XS-E	Cisco Catalyst 3850 12 Port 10G Fiber Switch IP Services	\$	5	\$
4014	WS-C3850-12XS-S	Cisco Catalyst 3850 12 Port 10G Fiber Switch IP Base	\$	3	\$
4015	WS-C3850-48F-S	^Cisco Catalyst 3850 48 Port Full PoE IP Base	\$	7	\$
4016	WS-C4503-E	^^Cat4500 E-Series 3-Slot Chassis, fan, no ps	\$	8	\$
4017	WS-C4506-E	^^Cat4500 E-Series 6-Slot Chassis, fan, no ps	\$	33	\$
4018	WS-C4506-E=	^^Cat4500 E-Series 6-Slot Chassis, fan, no ps	\$	1	\$
4019	WS-C4507R+E	^^Catalyst4500E 7 slot chassis for 48Gbps/slot, fan, no ps	\$	66	\$
4020	WS-C4507R+E=	^^Catalyst4500E 7 slot chassis for 48Gbps/slot, fan, no ps	\$	2	\$
4021	WS-C4507RE+96V+	^^WS-C4507R+E Chassis, two	\$	34	\$

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		WS-X4648-RJ45V+E, Sup7L-E, LAN Base			
4022	WS-C4510R+E	^^Catalyst 4500E 10 slot chassis for 48Gbps/slot, fan, no ps	\$	<b>90</b>	\$
4023	WS-C4510R+E=	^^Catalyst4500E 10 slot chassis for 48Gbps/slot, fan, no ps	\$	<b>5</b>	\$
4024	WS-C4510RE-S8+96V+	^^4510R+E Chassis, Two WS-X4748-RJ45V+E, Sup8-E	\$	<b>33</b>	\$
4025	WS-C6509-V-E	^Catalyst 6500 Enhanced 9-slot Chassis (Vertical), No PS, Fan	\$	<b>1</b>	\$
4026	WS-SVC-ASA-SM1-K9	^ASA Services Module for Catalyst 6500-E, 3DES/AES	\$	<b>1</b>	\$
4027	WS-SVC-ASA-SM1-K9=	^ASA Service Module for Catalyst 6500	\$	<b>1</b>	\$
<b>TOTAL ESTIMATED PRICE FOR OPTION YEAR FOUR</b>					\$ _____

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

**B.6** For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1. A Subcontracting Plan form is available at <http://ocp.dc.gov>, under Quick Links click on “Required Solicitation Documents”.

**B.7 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY**

**(a) Mayor’s Order 2021-109 dated September 20, 2021**

Beginning November 1, 2021, all adults who are working in person or regularly entering DCPS schools must be fully vaccinated against COVID-19 unless they have been granted a religious or medical exemption from vaccination, which would allow them to submit a weekly COVID-19 test result in lieu of vaccination. This requirement applies to all employees, contractors, interns and volunteers who work in person or regularly enter DCPS school facilities.

**(b) Mayor’s Order 2021-099 dated August 10, 2021**

Beginning September 19, 2021, all District government employees, contractors, interns and volunteers who provide services in person in DCPS facilities, or who have in-person contact with others to complete their work under a District contract must be: (i) fully vaccinated against COVID-19, (ii) granted a religious or medical exemption from vaccination and are undergoing weekly COVID-19 testing, or (iii) undergoing weekly COVID-19 testing.

**(c) Application of both Mayor’s Order 2021-109 and Mayor’s Order 2021-99**

DCPS contractors, partner staff, interns and volunteers who serve in person or regularly enter schools are required to comply with the vaccination mandate outlined in Mayor’s Order 2021-109 as referenced above (mandatory COVID-19 vaccination unless granted a religious or medical exemption, which requires weekly testing in lieu of vaccination). All other DCPS contractors, partner staff, interns and volunteers who provide goods or perform services in person in DCPS facilities or who have in-person contact with others in order to complete their work under a District contract are required to comply with the vaccination mandate outlined in Mayor’s Order 2021-099, which includes the ability to undergo weekly testing, with or without a religious or medical exemption, in lieu of COVID-19 vaccination. Neither Mayor’s Order 2021-109 nor Mayor’s Order 2021-099 apply to contractors, partner staff, interns or volunteers who solely provide virtual or remote services to DCPS.

**(d)** The Contractor is required to comply with City Administrator’s Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.

**SECTION C: SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE:**

The District is seeking basic maintenance (i.e., Cisco Smart Net or the equivalent) service agreements which would include the following:

- a) The repair and upkeep of eligible products with hardware, wire, and cable maintenance, along with basic technical support and configuration changes (Deliverable 001 – Equipment Inventory Report, Section 4).
- b) Supplying software upgrades and patches, as well as bug fixes, security patches and online and telephone-based technical assistance.
- c) Providing current information about installed base devices, contracts, and security alerts to enhance the efficiency of support workflows (Deliverable 003, Section 4).
- d) Making available a web-based, interface staffed by experts, accessible 24 hours a day, 365 days per year with access to delta reports, products and security alerts with both covered & uncovered devices such as (Cisco’s Technical Assistance Center).
- e) Next business day delivery of hardware replacement, per approval of the Contract Administrator, during business hours based on depot time, five (5) days a week.
- f) Twice-a-year (October & May) equipment reconciliation report of covered devices (Deliverable 001, Section 4).

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- g) Operating System updates to include maintenance releases, minor updates, and major updates within the licensed features (Deliverable 002, Section 4).
- h) Project manager or service representative to assist with and facilitate the replacement of devices.
- i) DCPS anticipates awarding a firm-fixed price contract for a base year period with four option periods beginning July 31, 2022.
- j) The vendor will operate under the direction of the Deputy Chief of Information Technology, who serves as DCPS' project manager.
- k) Service Provider Invoice (SPI) - DCPS currently receives a discounted rate between 80-90% depending on the discounted service. Using this billing method, the District would pay between 10-20% of the cost of service and the contractor would recoup the balance by completing the [FCC Form 474](#). More information can be found at <http://usac.org/sl/service-providers/step05/default.aspx>.
- l) The Contractor shall understand and accept that they will request reimbursement from USAC using the SPI method once the Funding Commitment Decision Letter is received and invoice the District only for the non-discounted amounts due on E-rate approved transactions while simultaneously invoicing the Universal Service Administrative Company ("USAC") for the balance [Service Provider Invoice Method "SPI"]. Until the funding letter is issued, DCPS will be responsible for 100% of the service costs on a monthly billing basis.
- m) Discounted Invoice Process (SPI Method) Invoicing - Within fourteen (14) days from the date that the Contractor delivers to the District, E-rate approved materials or services, when delivery of such services triggers a payment obligation under Contractor's contract with the District, Contractor must invoice the District for its share of the pre-discount cost of those materials or services.
- n) Timely Filing - The Contractor shall be solely responsible for timely filing of invoices with USAC. Accordingly, Contractor understands and agrees that District will NOT be liable to Contractor and Contractor shall have no recourse against the District for any discounted amount that Contractor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.
- o) Invoice Rejection - The Contractor understands and agrees that District shall not be liable to Contractor and Contractor shall have no recourse against the District for any discounted amount that Contractor submits to USAC for payment if Contractor is at fault for USAC's refusal to pay; if the District is at fault, the District shall not be liable to Contractor and Contractor shall have no recourse against the District for the amount at issue until both the District and the Contractor have exhausted their administrative remedies of appeal to USAC and/or the FCC.
- p) District Approval – The Contractor shall submit to the District for its review and approval before submitting it to USAC for payment a copy of every invoice that Contractor intends to submit for services that it has provided or, in appropriate circumstances, will be providing to the District. The District shall not unreasonably delay or withhold approval of Contractor's USAC invoices.

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As Contractor 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.2 APPLICABLE DOCUMENTS

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

Item No.	Title	Location	Date
1.	498 ID previously known as “Service Provider Identification Number (SPIN)”	Universal Service Administrative Company	N/A
2.	Cisco Certification (registered, select, premier, gold, etc.)	Cisco Certification Website <a href="https://locatr.cloudapps.cisco.com/WWChannels/LOCATR/openBasicSearch.do">https://locatr.cloudapps.cisco.com/WWChannels/LOCATR/openBasicSearch.do</a>	N/A

### C.3 DEFINITIONS

These terms when used in this IFB have the following meanings:

- C.3.1 Cisco Certifications:** Any partner who has a Cisco certification (registered, select, premier, gold) is eligible to sell Smart Net Total Care (SNTC) services. SNTC are “pass through” Cisco Branded services which means the partner sells the service and Cisco provides the support. More about Cisco certifications can be found at <http://www.cisco.com/c/en/us/partners/partner-with-cisco/channel-partner-program/certifications.html>.
- C.3.2 Eligible Services:** Products and services that are eligible for universal service support.
- C.3.3 End of Sale (EoS):** The last date to order the product through Cisco point-of-sale mechanisms. The product is no longer for sale. The product, however, is still eligible for Cisco maintenance and is still receiving IOS maintenance updates and bug fixes.
- C.3.4 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.3.5 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.3.6 FCC Form 474:** 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.3.7 Last Date of Support (LDoS):** The last-date-of-support is the last possible date to receive applicable service and support for the product that is EoS. Essentially it is the last day that Cisco will provide any warranty or TAC support for the product. After this date, the product becomes obsolete. The LDoS is typically five years from the EoS date.

**C.3.8 Service Provider:** A company that participates in the Schools and Libraries Program to provide telecommunications or internet services, equipment, hardware, or software.

**C.3.9 Smart Net Total Care Service (SNTC):** Level of maintenance service provided by Cisco that helps reduce the downtime with fast, expert technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC) and next day replacement of parts. See link below for more information: <http://www.cisco.com/c/en/us/services/technical/smart-net-total-care.html>.

**C.3.10 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) which help provide communities across the country with access to affordable telecommunications services.

#### **C.4 BACKGROUND**

The District of Columbia Public Schools (DCPS) educates nearly 50,000 students in 117 schools and educational centers. It employs almost 8,000 teachers, principals, classroom aides, social workers, counselors, custodians and other support staff classified, to carry out the public education mission in DC. The District also counts amongst its facilities another four administrative locations and mission oriented offices, such as the Central office location and support sites, warehouse and logistics facilities.

The Office of the Data Systems and Strategy (ODSS) Information Technology (IT) Division supplies technical support, guidance, and academic solutions to staff and students district-wide and strives to maintain the most ultramodern infrastructure to sustain not just the necessities but also the wildest dreams of students and efforts of the teaching community.

The District of Columbia Public Schools (DCPS) applies for funding through the federal E-Rate (Education Rate) program supported by the Federal Communications Commission (FCC) and administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). E-Rate provides discounts which lower the cost to assist schools and libraries to help offset the costs of high-speed data lines, network equipment, and Internet access to schools and eligible administrative entities. It's a tiered system of reimbursement, for which Information Technology applies on behalf of all K-12 schools connected to the DCPS network.

This program is managed by the Information Technology team within the Office of the Data Systems and Strategy (ODSS) at DCPS.

The Telecommunications Act of 1996 expanded the obligation of telecommunications providers to make available discounted services to the nation's schools and libraries. This initiative became

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known as the E-Rate (Education Rate) program. The Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) administer it. E-Rate program funds technology discounts to K-12 schools amounts to approximately \$2.5 billion annually. Schools' participation in National School Lunch Program (NSLP), endowment sizes, and other factors contribute to determination of approval / disapproval of a school's filed application. Types of eligible technology include telecommunications, internet access and internal connectivity.

The District of Columbia began participation in the E-Rate program in 1998. Filing and representation services for the District have historically been provided by a contractor. DC Public Libraries, Charter Schools and the Office of the State Superintendent of Education (OSSE) are not included in the scope of this work. are not included in the scope of this work.

### **C.5 REQUIREMENTS**

The District seeks to realize the maximum benefit for its schools by leveraging the Universal Service Administrative Company (USAC) E-Rate program to supplement district dollars. DCPS will file a Universal Service Rate (E-Rate) Form 470 to accompany this procurement. All Contractors are required to supply Service Provider Identification Number (SPIN) assigned to them by USAC when responding to this solicitation (IFB) as part of the bid submission.

**C.5.1** The Contractor shall ensure full compliance with the Universal Service Administrative Company (USAC) E-Rate program based on the products and software being purchased by DCPS.

**C.5.2** DCPS reserves the right to consolidate all internal connections in order to manage renewals more effectively twice per year. As such, the District may add or delete hardware/software maintenance during the course of this contract as required which may impact the estimated quantities.

**C.5.3** A list of the District's internal connections could include the following:

- Data Distribution including Link Balancer, Voice over IP, Video over IP, (Wired or Wireless) Access Points, Hubs, Multiplexers, and Wireless Local Area Network (WLAN) controllers. All these components may be part of a wireless local area network.
- Data Protection including Firewalls, Proxy Servers, Tape Backup for eligible servers, Virtual Private Networks (VPN), and Uninterruptible Power Supply (UPS)/Battery Backup that protects eligible equipment.
- Interfaces, Gateways, and Antennas, Bridges, Cable Modem, Channel Service Unit, CSU, Data Service Unit, Gateway, Switches, Routers, Network Interface Card (NIC), Media Converter, Voice Fax Network Module, antennas used for internet or telephony connectivity, antenna mast that support eligible Internal Connections (large antenna towers are not included).
- Software: Operating System (OS) software and email software that is server based. Any critical or optional software updates released by the manufacturer.

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- Servers, Firewalls, and Security: Dynamic Host Configuration Servers, Domain Name Servers, Email Servers, Firewall Servers, and Proxy Servers.
- VoIP Telephony: Private Branch Exchange (PBX), Key Service Unit (KSU), Voice Mail, Wireless, VoIP telephony equipment, Automatic Route Server (ARS), E911, Voice Compression Module, Voice Interface Card, and Switchboard / Attendant console.

**C.5.4** DCPS shall inform the Contractor of any adjustments to the Division of Information Technology Equipment List twice (2) per year in writing via email the period of performance of the contract in October and May (Deliverable 001, Section 4).

**C.5.5** The Contractor shall be responsible for ensuring that covered equipment has been identified to be adequately repaired or replaced (Deliverable 001, Section 4). Equipment that requires retirement due to age or Cisco (Manufacturer) discontinuity must be communicated to Division of Information Technology team immediately within one business day upon discovery via email. Upon receipt of the email, the program will take appropriate next steps.

**C.5.6** The Contractor shall be responsible for tracking the number of phone calls/communications routed from the Cisco (Manufacturer) in relation to the list of covered/maintained equipment (Deliverable 002 – Trouble Ticket Information Reporting, Section 4). The Contractor shall route these calls to the Contract Administrator.

### **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**

**[RESERVED]**

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

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

The term of the contract shall be for a period from July 31, 2022, through July 30, 2023.

#### **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 one (1) base year and four (4) one-year option years, 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 thirty (30) days before the contract expires. The initial 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



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the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer before 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 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 (5) 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 identified in section G.9 an email [tech\\_deps@dc.gov](mailto:tech_deps@dc.gov) in accordance with the following (1st day of months listed below):

<b>CLIN</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
<b>001</b>	Equipment Reconciliation & Inventory Reports by eligibility, equipment type, location, quantity, product service status	1 of each	Microsoft Excel via Email to the CA	October & May
<b>002</b>	Trouble Tickets Information Report from Cisco, outage summary, duration of outages, and outage resolution classified by school	4	Microsoft Excel via Email to the CA	January, April, July, & December
<b>004</b>	Bi-Annual Maintenance Trends Report: Ability to view trends in utilizations classified by school	2	Microsoft Excel via Email to the CA	October & May
<b>005</b>	Monthly installed base coverage reports	12	Microsoft Excel via Email to the CA	1 <sup>st</sup> day of each month

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

**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** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
  - G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of date of mailing or transmittal);
  - G.2.2.2** Contract number and invoice number;
  - G.2.2.3** Contract Line-Item Number, Deliverable, Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
  - G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
  - G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
  - G.2.2.6** Name, title, phone number of person preparing the invoice;
  - G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
  - G.2.2.8** Authorized signature.

**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, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

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**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**

Unless otherwise specified, payment will be made on a monthly basis in accordance with Section B (Pricing) and upon the District's acceptance of deliverables identified in Section F (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

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**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 which 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 which 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 Chief Resource 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;

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**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:

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

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

1. Award, agree to, or sign any contract, delivery 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.

**G.10 ORDERING CLAUSE**

**G.10.1** Any supplies and services to be furnished under this contract must be ordered by issuance of purchase orders by the CO. Such orders may be issued during the term of this contract.

**G.10.2** All purchase orders are subject to the terms and conditions of this contract. In the event of a conflict between a purchase order and this contract, the contract shall control.

**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 21, dated 12/27/2021**, 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 into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall not begin 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 which 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 which 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.

**GAGA-2022-I-0074 E-RATE BASIC MAINTENANCE SERVICES OF IT EQUIPMENT**

**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 eminent 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 fulltime 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 Healthcare 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 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 in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.
- H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.5** A prime contractor that 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, 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. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

### H.9.2 Subcontracting Plan

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

Each subcontracting plan shall include the following:

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

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

Within 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** The Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (A) The price that the prime contractor will pay each subcontractor under the subcontract;
- (B) A description of the goods procured or the services subcontracted for;
- (C) The amount paid by the prime contractor under the subcontract; and
- (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

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

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

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

### **H.9.6 Notices**

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

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

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

- H.9.7.2 A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- H.9.7.3 If the CO determines the Contractor’s failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default.**

**H.10 FAIR CRIMINAL RECORD SCREENING**

- H.10.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (“Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2 Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5 This section and the provisions of the Act shall not apply:
  - (a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment;
  - (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
  - (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
  - (d) To employers that employ less than 11 employees.
- H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

**H.11 DISTRICT RESPONSIBILITIES**

**H.11.1** The DCPS Contract Administrator shall monitor the performance of the Contractor and ensure adherence to the contract.

**H.12 CONTRACTOR RESPONSIBILITIES**

**See Sections C.5 and F.3.**

**H.13 PURCHASES OF IT HARDWARE EQUIPMENT**

The Contractor shall provide only the most current models, components and accessories in new, fully operational, factory sealed condition, with all applicable licenses. The Contractor warrants and represents that the equipment is eligible for the manufacturer's normal and extended warranty and support within the United States to Authorized Users. Previously owned, damaged, refurbished, remanufactured, counterfeit, "gray market" or substitute third party items will not be accepted. The Contractor shall provide evidence of its authorized reseller agreement or certification within 60 business days of award of the definitive contract.

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

### A. Definitions

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through 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 shall convey, assign, and transfer to the District the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all patent, trademark, and copyrights. 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 have its insurance broker or insurance company submit a Certificate of Insurance to the 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. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and 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 by the CA, 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 and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by

the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

**B. INSURANCE REQUIREMENTS**

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

personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

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, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
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.

All insurance required by paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
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 equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$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 District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. 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.

- D. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by 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.

- E. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.

- F. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- G. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

- H. 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 coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. 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.

- I. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

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

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).

- J. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District 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.
- K. 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 the equivalent by any other rating agency) and licensed in the District.

**I.9 EQUAL EMPLOYMENT OPPORTUNITY**

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

**I.10 ORDER OF PRECEDENCE**

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

**ORDER OF PRECEDENCE**

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following

documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

## I.11 DISPUTES

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

### 14. Disputes

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

(a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

- (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;



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- (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 COST AND PRICING DATA**

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

**SECTION J: ATTACHMENTS**

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

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.2</b>	U.S. Department of Labor Wage Determination No. 2015-4281, Revision No. 21, dated December 27, 2021

Attachment Number	Document
J.3	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85 available at available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
J.4	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”
J.5	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”
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
J.7	Mayor’s Order 2021-109, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated September 20, 2021
J.8	City Administrator’s Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021
J.9	Tax Certification Affidavit available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
J.10	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”
J.11	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”
J.12	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 BIDDERS**

Bidder/Offeror Certification Form

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

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

**L.1 METHOD OF AWARD**

**L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

**L.1.2** The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

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

Proposals must be submitted electronically via email at: via [dcpsoca.inquiries@k12.dc.gov](mailto:dcpsoca.inquiries@k12.dc.gov), **no later than**, Monday, March 28, 2022, at 3:00 PM EST.

**L.3 FAMILIARIZATION WITH CONDITIONS**

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

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

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

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

**L.5.1** Bids, modifications to bids, or requests for withdrawals that are received at the location designated in the solicitation after the time and date specified above, are “late” and shall be considered only if they are received before the award is made and any of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than five (5) calendar days before the date specified for receipt of bids;
- b. It was sent by mail and the contracting officer determines that the late receipt was due solely to mishandling by the District after receipt at the location specified in the IFB;  
or

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- c. It was sent electronically by the bidder prior to the time and date specified and there is objective evidence in electronic form confirming that the bid was received prior to the bid receipt time and date specified.

### L.5.2 Late Submissions

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

### L.5.3 Late Modifications

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

### L.5.4 Late Bids

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

## L.6 RESERVED

## L.7 ERRORS IN BIDS

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

## L.8 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relating to this solicitation, the prospective bidder shall submit the questions electronically via the [dcpsoca.inquiries@k12.dc.gov](mailto:dcpsoca.inquiries@k12.dc.gov). The prospective bidder should submit questions no later than **12-Noon on March 14, 2022**. The District may not consider any questions received after **March 14, 2022**. The District will furnish responses to the questions. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by District officials before the award of the contract will not be binding. The amendment will be **posted on DCPS website on March 18, 2028.**

## L.9 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in

which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

**L.10 ACKNOWLEDGMENT OF AMENDMENTS**

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

**L.11 SIGNING OF BIDS**

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

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

**L.12 BIDS WITH OPTION YEARS**

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

**L.13 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

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

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

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

### **L.13 BID OPENING**

The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate.

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

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

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

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

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, , D.C. Official Code § 2-219.01 *et seq.*, as amended;
- (g) Has, or 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.15.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon 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. Preferences for Certified Business Enterprises**

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2005”, D.C. Official Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

**M.1.1. Application of Preferences**

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

- M.1.1.1** A small business enterprise certified by the DSLBD will receive a three percent (3%) reduction in the bid price.
- M.1.1.2** A resident-owned business certified by DSLBD will receive a five percent (5%) reduction in the bid price.
- M.1.1.3** A longtime resident business certified by DSLBD will receive a ten percent (10%) reduction in the bid price.
- M.1.1.4** A local business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.5** A local business enterprise with its principal offices located in an enterprise zone certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.6** A disadvantaged business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.7** A veteran-owned business certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.8** A local manufacturing business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

**M.1.2 Maximum Preference Awarded**

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

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

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

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

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

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

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

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

**M.2 EVALUATION OF OPTION YEARS**

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