GOVERNMENT OF THE DISTRICT OF COLUMBIA District of Columbia Public Schools



REQUEST FOR TASK ORDER PROPOSAL

TO: DC Supply Schedule (DCSS) Holders (IT Equipment and Software)

SOLICITATION No.: GAGA-2024-Q-0046

CAPTION: Student and Staff Tech Accessories

ISSUANCE DATE: November 15, 2023

DUE DATE: November 21, 2023, 1:00 pm Eastern Standard Time

The District of Columbia Public Schools (DCPS), Office of Fiscal Strategy and Contracts and Acquisitions (OCA), on behalf of the Office of the Data and Technology (ODT), is seeking a contractor to provide Student and Staff Tech Accessories.

The task order proposal should be prepared according to the instructions listed below:

1. Proposal Submission Requirements

All proposals in response to this Request for Task Order Proposal (RFTOP) shall be submitted through depsoca.inquiries@k12.dc.gov

The proposal shall, at minimum, include the following:

- a. Copy of offeror's DC Supply Schedule contract and contract modifications.
- b. Price quote in accordance with the offeror's DC Supply Schedule contract rates (Attachment B).
- c. Authorized reseller certificate.
- d. DC Business License issued by the Department of Consumer of Licensing and Consumer Protection (DCLP).
- e. Certificate of Insurance in accordance with Section 11.
- f. Bidder Offeror Certification Form

2. Proposal Submission Date

The closing date for receipt of proposals is 1:00 p.m. on November 29, 2023.

3. Evaluation for Award

The District intends to award a firm fixed contract resulting from this solicitation to the responsive and responsible offeror with the lowest bid. To be considered responsive and responsible, offerors shall meet the following minimum requirements:

- a. Provide DCSS contract and contract modifications.
- b. Provide a price quote for all requested products and services.
- c. The offeror shall be in compliance with all applicable District laws and regulations.
- d. The Offeror shall submit reseller certification.
- e. DC Business License
- f. Clean Hands https://mytax.dc.gov
- g. Certificate of Insurance

Certificate Holder
The District of Columbia Government
DC Public School (DCPS)
1200 First Street NE Washington DC 20002

Please provide a copy of the certificate of insurance with below language stated in the COI:

The District of Columbia Government is additionally insured under General Liability with respect to work.

4. Term of Contract

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

5. 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 as follows:

LaVeta Hilton
Deputy Chief Procurement Officer
District of Columbia Public Schools
1200 First Street NE, 9th Floor.
Washington, DC 20002
Tel: 202-442-5136
LaVeta.Hilton@k12.dc.gov

6. Authorized Changes by the Contracting Officer

- 6.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 6.1.2 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.
- 6.1.3 In the event the Contractor affects 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.

7. Contract Administrator (CA)

The CA is responsible for the general administration of the contract and advising the CO as 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:

- **7.1** Keep the CO fully informed of any technical or contractual difficulties encountered during the performance period and advise the CO of any potential problem areas under the contract.
- 7.2 Coordinating site entry for Contractor personnel, if applicable.
- **7.3** Review invoices for completed work and recommend approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure.
- **7.4** 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
- 7.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment), and invoices or vouchers.
- **7.6** The address and telephone number of the CA is:

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

Email: Cyrus.Verrani@K12.dc.gov

- 7.7 The CA shall NOT have the authority to:
 - a) Award, agree to, or sign any contract, delivery, or task order. Only the CO shall make contractual agreements, commitments, or modifications.
 - b) Grant deviations from or waive any of the terms and conditions of the contract.
 - c) Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 - d) Authorize the expenditure of funds by the Contractor.
 - e) Change the period of performance or
 - f) Authorize the use of District property, except as specified under the contract.
- **7.8** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer.

8. Purchases of IT Hardware and 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 standard 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 bidder shall provide evidence of its authorized reseller agreement or certification with its bid.

The District will not accept any refurbished hardware for original hardware purchases. No substitution of the hardware manufacturer, model, or type will be accepted. Equipment is to be shipped in its entirety to the address below in the original manufacturer's packaging.

9. Invoice Payment

- a) The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances, or adjustments provided for in this contract.
- b) The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

10. Invoice Submittal

- a) The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, https://vendorportal.dc.gov.
- b) The Contractor shall submit proper invoices every month or as otherwise specified in the contract.
- c) To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number (PO), which is listed on the Contractor's profile.

11. 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 the commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided 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 the 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 exact 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 insured for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional

Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claimsmade) 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 for 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.

The contractor should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

DCPS should collect, review for accuracy and maintain all warranties for goods and services.

- 2. <u>Automobile Liability Insurance</u> The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with a 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.

<u>Employer's Liability Insurance</u> - 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 the Government of the District of Columbia.

- 4. <u>Crime Insurance (3rd Party Indemnity)</u> The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractors, its employees, and/or volunteers, resulting in a loss to the District. The Government of the District of Columbia shall be included as a loss payee. The policy shall provide a limit of \$50,000 per occurrence.
- 5. Cyber Liability Insurance The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 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, the release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and 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.
- 6. Sexual/Physical Abuse & Molestation The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm, and non-physical abuse, such as verbal, emotional, or mental abuse; any actual, threatened, or alleged act; errors, omission, or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So-called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the Office of Risk Management (ORM) for compliance review. (REQUIRED IF CONTRACTORS WILL PROVIDE SERVICES, OTHER THAN DELIVER, INSIDE OF SCHOOLS)
- 7. 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 coverage must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance, or reinsurance maintained by the 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. Contractors and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding, and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the 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 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

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

E-mail: yawovi.klouvi@k12.dc.gov

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

- J. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party that 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 Contractors' 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.

12. Attachments

Attachment A – Statement of Work Attachment B – Price Schedule

Questions may be referred via e-mail: dcpsoca.inquiries@k12.dc.gov

ATTACHMENT A

A.1 Scope of Work

The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the Office of the Data and Technology (ODT), is seeking a contractor to provide Student and Staff Tech Accessories.

A.2 APPLICABLE DOCUMENTS: Reserved

A.3 DEFINITIONS: Reserved

A.4 BACKGROUND

The District of Columbia Public Schools (DCPS) serves approximately 50,000 students through the efforts of approximately 4,000 educators in 118 schools. We believe that technology is an enabler of student progress, educator effectiveness, and parent engagement. The Empowered Learners Initiative (ELI) is aimed at bringing the District's vision of digital equity and future-ready teaching and learning to fruition. With equitable access to reliable technology as a foundation, the District will enhance student learning experiences and accelerate progress toward our vision for creating empowered and engaged communities of learners.

A.5 REQUIREMENTS

The Contractor shall meet the following project requirements/specifications:

- **A.5.1** Ensure that all accessories are new and fully functional upon arrival.
- **A.5.2** Authorized by the manufacturer to sell/resell the devices and accessories specified herein.

A.5.3 Intake Process: Delivery, Unload, Inventory, and Staging at DCPS Warehouse

The Contractor shall perform the following functions:

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

A.5.4 Site Condition Management

The Contractor shall perform the following functions:

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

A.6 Deliverables

A.6.1 The Contractor shall deliver all items listed under "Attachment B" (Price Schedule) to the Contract Administrator identified in Section 6 of this solicitation.

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Contract Line Item (CLIN)	Deliverables	Quantity	Format/Method of Delivery	Due Date
0001	Microsoft Surface Go Type Cover - Keyboard - with trackpad, accelerometer – backlit- QWERTY - English - black - commercial - for Surface Go, Go 2	2,500	Deliver to District of Columbia Public Schools (DCPS) Warehouse	30 days after the day of award
0002	Microsoft - power adapter - 24 Watt Compatible	2,500	Deliver to District of Columbia Public Schools (DCPS) Warehouse	30 days after the day of award
0003	iPad Charger, Classic Charger with 6.6ft Cable Lightning	2,500	Deliver to District of Columbia Public Schools (DCPS) Warehouse	30 days after the day of award
0004	Lenovo Charger 65W (USB C)	2,500	Deliver to District of Columbia Public Schools (DCPS) Warehouse	30 days after the day of award
0005	Lenovo Tab Acc Stylus Pen for 13w Yoga.	1,000	Deliver to District of Columbia Public Schools (DCPS) Warehouse	30 days after the day of award

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ATTACHMENT B - Price Schedule

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

- **B.1** The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the Office of the Data and Technology (ODT) is seeking a contractor to provide students and staff tech accessories.
- **B.2** The District contemplates a single-award of requirements firm-fixed-price contract in accordance with 27 DCMR Chapter 24

B.3 PRICE SCHEDULE

B.3.1 BASE PERIOD: (Date of Award – September 30, 2024)

Contract Line Item (CLIN)	Description	Quantity	Unit	Unit Price	Ext. Price
0001	Microsoft Surface Go Type Cover - Keyboard - with trackpad, accelerometer – backlit-QWERTY - English - black - commercial - for Surface Go, Go 2.	2,500	Each	\$	\$
0002	Microsoft - power adapter - 24 Watt Compatible	2,500	Each	\$	\$
0003	iPad Charger, Classic Charger with 6.6ft Cable Lightning	2,500	Each	\$	\$
0004	Lenovo Charger 65W (USB C)	2,500	Each	\$	\$
0005	Lenovo Tab Acc Stylus Pen for 13w Yoga.	1,000	Each	\$	\$
Grand T	\$				