

SOLICITATION, OFFER, AND AWARD			1. Caption Value Added Measures of Educator Effectiveness		Page of Pages 1			
L2. Contract Number GAGA-2016-C-0069		3. Solicitation Number GAGA-2016-R-0069		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals <input type="checkbox"/> (RFP) Sole Source <input type="checkbox"/> Emergency		5. Date Issued		
						6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:		
7. Issued By: District of Columbia Public Schools (DCPS) Office of Contracts and Acquisitions 1200 First Street NE, 9th Floor Washington, D.C. 20002				8.. Address Offer to: District of Columbia Public Schools (DCPS) Office of Contracts and Acquisitions 1200 First Street NE, 9th Floor Washington, D.C. 20002				
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"								
SOLICITATION								
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>1200 First Street NE, 9th Floor</u> until <u>2:00 p.m.</u> local time <u>April 24, 2017</u> (Hour) (Date)								
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 Shaunte Chacon		B. Telephone (Area Code) 202 (Number) 442-5112 (Ext)			C. E-mail Address shaunte.chacon@dc.gov	
11. Table of Contents								
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OFFER								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>10</u> calendar days from the date for receipt of offers specified above, to furnish any or 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		Date		
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract				
15B. Telephone (Area Code) (Number) (Ext)		15 C.. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date		
AWARD (TO BE COMPLETED BY GOVERNMENT)								
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print) Glorious Bazemore			23. Signature of Contracting Officer (District of Columbia)			24. Award Date		
Government of the District of Columbia				Office of Contracting & Procurement				

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

B.1 The District of Columbia Public Schools, Office of Contracts and Acquisitions on behalf of the Division of Information Technology (the "District") is seeking a contractor to provide basic maintenance of internal connections. Internal connections includes but is not limited to firewalls, routers, switches, wireless access points, software and telecommunication equipment.

B.2 The District contemplates a single award firm fixed unit price requirements contract.

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 options. The actual quantities of 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.3. 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.

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

BASE YEAR – Date of Award – September 30, 2018

Contract Line Item No. (CLIN) (Base Year)	Product Number	Name	Price Per Unit	Estimated Quantity	Total Estimated Price
0001	FL-CUBEE-25-RED Item: _____	Cisco Unified Border Element Enterprise Edition - License	\$ _____	2	\$ _____
0001.A	FL-CUBEE-5-RED	Cisco FL-CUBEE-5= Unified Border Element Enterprise Edition - License - 5 sessions	\$ _____	2	\$ _____
0001.B	LIC-UWL-STD1	Unified Workspace Licensing Standard Edition - license	\$ _____	2	\$ _____
0001.C	CTS-MX700D-2CAM-K9	Telepresence MX700 Video conferencing kit	\$ _____	1	\$ _____
0001.D	L-PI2X-N-BASE	PrimeInfrastructure2.xBaseLicense, NoNodeLock 1	\$ _____	2	\$ _____
0001.E	L-PI2X-AS-N-1K	PrimeInfrastructure2.x-Assurance-1KDevice Lic-NNL	\$ _____	1	\$ _____
0001.F	L-PI2X-AS-5K	Prime Infrastructure 2.x - Lifecycle - 2500 Device License.	\$ _____	1	\$ _____
0001.G	L-PI2X-LF-2.5K	Prime Infrastructure 2.x - Lifecycle - 2500 Device License. L-PI2X-LF-5K	\$ _____	1	\$ _____
0001.H	AIR-CT8510-300-K9	8500SeriesWirelessControllerSupporting300 Aps	\$ _____	1	\$ _____
0001.I	AIR-CT5760-25-K9	5700SeriesWirelessControllerforupto25APs	\$ _____	4	\$ _____
0001.J	AIR-CT5760-100-K9	5700 Series Wireless Controller for up to 100	\$ _____	2	\$ _____
0001.K	BE6K-ST-BDL-K9=	Cisco Business Edition 6000M Svr (M3)	\$ _____	2	\$ _____
0001.L	CISCO2921-V/K9	Integrated Services Router (ISR)	\$ _____	2	\$ _____
0001.M	C3945E-CME-SRST/K9	3945 EUC Bundle/PVDM3-64, FL-CME-SRST-25, UCLic,FL-CUBE25	\$ _____	75	\$ _____
0001.N	CISCO3945-V/K9	3945 Voice Bundle, PVDM3-64,UC License PAK,FL-CUBE 25	\$ _____	12	\$ _____
0001.O	ME3600X-I	Series Ethernet Access Switches	\$ _____	32	\$ _____
0001.P	ME-3400G-12CS-D	ME 3400 Series 12 combo +4 SFP DC	\$ _____	43	\$ _____
0001.Q	ME-3600X-24FS-M	ME 3600 X Ethernet Access Switch 24 GE SFP+2 10GE SFP+	\$ _____	43	\$ _____
0001.R	R-PI21-SW-K9	Prime Infrastructure 2.1 Software	\$ _____	1	\$ _____
0001.S	UCM-10X-ESS-UCL	UC Manager-10.x Essential User License	\$ _____	1	\$ _____
0001.T	UCM-10X-UWLSTD	UC Manager 10.x CUWL STD Users	\$ _____	1	\$ _____

CLIN (Base Year)	Product Number	Name	Price Per Unit	Estimated Quantity	Total Estimated Price
0001.U	WS-C3560X-48P-L	Catalyst 3560X 48 Port PoE LAN Base	\$_____	67	\$_____
0001.V	WS-C3560X-24P-S	Catalyst 3560X 24 Port PoE IP Base	\$_____	18	\$_____
0001.W	WS-C3560X-48PF-S	Catalyst 3560X 48 Port Full PoE IP Base	\$_____	9	\$_____
0001.X	WS-C3560X-24P-E	Catalyst 3560X 24 Port PoE IP Services	\$_____	1	\$_____
0001.Y	WS-C3560X-48PF-E	Catalyst3560X48PortFullPoEIPServices	\$_____	3	\$_____
0001.Z	WS-C3650-48FD-S	Catalyst365048PortFullPoE2x10G UplinkIP Base	\$_____	28	\$_____
0001.a	WS-C3650-48FS-S	Catalyst365048PortFullPoE4x1G UplinkIP Base	\$_____	9	\$_____
0001.b	WS-C3650-48PD-S	Catalyst365048PortPoE2x10G UplinkIPBase	\$_____	1	\$_____
0001.c	WS-C3750X-12S-S	Catalyst3750X12PortGESFPiPBase	\$_____	4	\$_____
0001.d	WS-C3750X-48PF-S	Catalyst3750X48PortFullPoEIPBase	\$_____	2	\$_____
0001.e	WS-C3750X-48P-S	Catalyst3750X48PortPoEIPBase	\$_____	6	\$_____
0001.f	WS-C3850-48F-S	Catalyst385048PortFullPoEIPBase	\$_____	84	\$_____
0001.g	WS-C4503-E	Cat4500E-Series3-SlotChassis,fan,nops	\$_____	12	\$_____
0001.h	WS-C4506-E	Cat4500E-Series6-SlotChassis,fan,nops	\$_____	38	\$_____
0001.i	WS-C4507R+E	Catalyst4500E7slotchassisfor48Gbps/slot,fan,no ps	\$_____	98	\$_____
0001.j	WS-C4507R+E=	Catalyst4500E7slotchassisfor48Gbps/slot,fan,no	\$_____	4	\$_____
0001.k	WS-C4507R-E	Cat4500E-Series7-SlotChassis,fan,nops,Red Sup Capable	\$_____	6	\$_____
0001.l	WS-C4507RE+96V+	WS-C4507R+EChassis,twoWS-X4648-RJ45V+E Sup7L-E,LANBase	\$_____	13	\$_____
0001.m	WS-C4510R+E	Catalyst4500E10slotchassisfor48Gbps/slot,fan,no ps	\$_____	99	\$_____
0001.n	WS-C4510R+E=	Catalyst4500E10slotchassisfor48Gbps/slot,fan,no ps	\$_____	6	\$_____
0001.o	WS-C4510R-E	Cat4500E-Series10-SlotChassis,fan,nops,Red Sup Capable	\$_____	8	\$_____
0001.p	WS-C4510RE-S8+96V+	4510R+EChassis,TwoWS-X4748-RJ45V+E,Sup8-E	\$_____	22	\$_____
0001.q	WS-C4948	Catalyst Ethernet Switch	\$_____	1	\$_____

CLIN (Base Year)	Product Number	Name	Price Per Unit	Estimated Quantity	Total Estimated Price
0001.r	WS-C6506-E	Catalyst6500Enhanced6- slotchassis,12RU,no PS, no Fan Tray	\$_____	2	\$_____
0001.s	WS-C6509-E	Catalyst6500Enhanced9- slotchassis,14RU,no PS,noFanTray	\$_____	1	\$_____
0001.t	WS-C6509-V-E	Catalyst6500Enhanced9- slotChassis(Vertical),No PS,Fan	\$_____	4	\$_____
0001.u	WS-SVC-ASA-SM1-K9=	ASAServiceModuleforCatalyst6500	\$_____	1	\$_____
0001.v	WS-SVC-ASA-SM1-K9	ASAServicesModuleforCatalyst650 0-E,3DES/AES	\$_____	3	\$_____
0001.w	WS-SVC-WISM2-K-K9=	WirelessServicesModule:WiSM- 2:w/1,000AP SupportLicense	\$_____	8	\$_____
Total Estimated Price for Base Year					\$_____

OPTION YEAR 1 - October 1, 2018 – September 30, 2019

CLIN (Option Yr 1)	Product Number	Name	Price Per Unit	Estimated Quantity	Total Estimated Price
1001	FL-CUBEE-25-RED	Cisco Unified Border Element Enterprise Edition - License	\$_____	2	\$_____
1001.A	FL-CUBEE-5-RED	Cisco FL-CUBEE-5= Unified Border Element Enterprise Edition - License - 5 sessions	\$_____	2	\$_____
1001.B	LIC-UWL-STD1	Unified Workspace Licensing Standard Edition - license	\$_____	2	\$_____
1001.C	CTS-MX700D-2CAM-K9	Telepresence MX700 Video conferencing kit	\$_____	1	\$_____
1001.D	L-PI2X-N-BASE	PrimeInfrastructure2.xBaseLicense,NoNodeLock 1	\$_____	2	\$_____
1001.E	L-PI2X-AS-N-1K	PrimeInfrastructure2.x-Assurance-1KDevice Lic-NNL	\$_____	1	\$_____
1001.F	L-PI2X-AS-5K	Prime Infrastructure 2.x - Lifecycle - 2500 Device License.	\$_____	1	\$_____
1001.G	L-PI2X-LF-2.5K	Prime Infrastructure 2.x - Lifecycle - 2500 Device License. L-PI2X-LF-5K	\$_____	1	\$_____
1001.H	AIR-CT8510-300-K9	8500SeriesWirelessControllerSupporting300 Aps	\$_____	1	\$_____
1001.I	AIR-CT5760-25-K9	5700SeriesWirelessControllerforupto25APs	\$_____	4	\$_____
1001.J	AIR-CT5760-100-K9	5700 Series Wireless Controller for up to 100	\$_____	2	\$_____
1001.K	BE6K-ST-BDL-K9=	Cisco Business Edition 6000M Svr (M3)	\$_____	2	\$_____
1001.L	CISCO2921-V/K9	Integrated Services Router (ISR)	\$_____	2	\$_____
1001.M	C3945E-CME-SRST/K9	3945 EUC Bundle/PVDM3-64, FL-CME-SRST-25, UCLic,FL-CUBE25	\$_____	75	\$_____
1001.N	CISCO3945-V/K9	3945 Voice Bundle, PVDM3-64,UC License PAK,FL-CUBE 25	\$_____	12	\$_____
1001.O	ME3600X-I	Series Ethernet Access Switches	\$_____	32	\$_____
1001.P	ME-3400G-12CS-D	ME 3400 Series 12 combo +4 SFP DC	\$_____	43	\$_____
1001.Q	ME-3600X-24FS-M	ME 3600 X Ethernet Access Switch 24 GE SFP+2 10GE SFP+	\$_____	43	\$_____
1001.R	R-PI21-SW-K9	Prime Infrastructure 2.1 Software	\$_____	1	\$_____
1001.S	UCM-10X-ESS-UCL	UC Manager-10.x Essential User License	\$_____	1	\$_____
1001.T	UCM-10X-UWLSTD	UC Manager 10.x CUWL STD Users	\$_____	1	\$_____
1001.U	WS-C3560X-48P-L	Catalyst 3560X 48 Port PoE LAN Base	\$_____	67	\$_____
1001.V	WS-C3560X-24P-S	Catalyst 3560X 24 Port PoE IP Base	\$_____	18	\$_____

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1001.W	WS-C3560X-48PF-S	Catalyst 3560X 48 Port Full PoE IP Base	\$_____	9	\$_____
1001.X	WS-C3560X-24P-E	Catalyst 3560X 24 Port PoE IP Services	\$_____	1	\$_____

CLIN (Option Year 1)	Product Number	Name	Price Per Unit	Estimated Quantity	Total Estimated Price
1001.Y	WS-C3560X-48PF-E	Catalyst3560X48PortFullPoEIPServices	\$_____	3	\$_____
1001.Z	WS-C3650-48FD-S	Catalyst365048PortFullPoE2x10GUplinkIP Base	\$_____	28	\$_____
1001.a	WS-C3650-48FS-S	Catalyst365048PortFullPoE4x10GUplinkIP Base	\$_____	9	\$_____
1001.b	WS-C3650-48PD-S	Catalyst365048PortPoE2x10GUplinkIPBase	\$_____	1	\$_____
1001.c	WS-C3750X-12S-S	Catalyst3750X12PortGESFPIBase	\$_____	4	\$_____
1001.d	WS-C3750X-48PF-S	Catalyst3750X48PortFullPoEIPBase	\$_____	2	\$_____
1001.e	WS-C3750X-48P-S	Catalyst3750X48PortPoEIPBase	\$_____	6	\$_____
1001.f	WS-C3850-48F-S	Catalyst385048PortFullPoEIPBase	\$_____	84	\$_____
1001.g	WS-C4503-E	Cat4500E-Series3-SlotChassis,fan,nops	\$_____	12	\$_____
1001.h	WS-C4506-E	Cat4500E-Series6-SlotChassis,fan,nops	\$_____	38	\$_____
1001.i	WS-C4507R+E	Catalyst4500E7slotchassisfor48Gbps/slot,fan,no ps	\$_____	98	\$_____
1001.j	WS-C4507R+E=	Catalyst4500E7slotchassisfor48Gbps/slot,fan,no	\$_____	4	\$_____
1001.k	WS-C4507R-E	Cat4500E-Series7-SlotChassis,fan,nops,Red Sup Capable	\$_____	6	\$_____
1001.l	WS-C4507RE+96V+	WS-C4507R+EChassis,twoWS-X4648-RJ45V+E Sup7L-E,LANBase	\$_____	13	\$_____
1001.m	WS-C4510R+E	Catalyst4500E10slotchassisfor48Gbps/slot,fan,no ps	\$_____	99	\$_____
1001.n	WS-C4510R+E=	Catalyst4500E10slotchassisfor48Gbps/slot,fan,no ps	\$_____	6	\$_____
1001.o	WS-C4510R-E	Cat4500E-Series10-SlotChassis,fan,nops,Red Sup Capable	\$_____	8	\$_____
1001.p	WS-C4510RE-S8+96V+	4510R+EChassis,TwoWS-X4748-RJ45V+E,Sup8-E	\$_____	22	\$_____
1001.q	WS-C4948	Catalyst Ethernet Switch	\$_____	1	\$_____
1001.r	WS-C6506-E	Catalyst6500Enhanced6-slotchassis,12RU,no PS, no Fan Tray	\$_____	2	\$_____
1001.s	WS-C6509-E	Catalyst6500Enhanced9-slotchassis,14RU,no PS,noFanTray	\$_____	1	\$_____
1001.t	WS-C6509-V-E	Catalyst6500Enhanced9-slotChassis(Vertical),No PS,Fan	\$_____	4	\$_____
1001.u	WS-SVC-ASA-SM1-K9=	ASAServiceModuleforCatalyst6500	\$_____	1	\$_____

1001.v	WS-SVC-ASA-SM1-K9	ASAServicesModuleforCatalyst6500-E,3DES/AES	\$ _____	3	\$ _____
1001.w	WS-SVC-WISM2-K-K9=	WirelessServicesModule:WiSM-2:w/1,000AP SupportLicense	\$ _____	8	\$ _____
					Total Price for Option Year 1 \$ _____

OPTION YEAR 2 - October 1, 2019 – September 30, 2020

CLIN (Option Yr 2)	Product Number	Name	Price Per Unit	Estimated Quantity	Total Estimated Price
2001	FL-CUBEE-25-RED	Cisco Unified Border Element Enterprise Edition - License	\$____ _	2	\$____
2001.A	FL-CUBEE-5-RED	Cisco FL-CUBEE-5= Unified Border Element Enterprise Edition - License - 5 sessions	\$____ _	2	\$____
2001.B	LIC-UWL-STD1	Unified Workspace Licensing Standard Edition - license	\$____ _	2	\$____
2001.C	CTS-MX700D-2CAM-K9	Telepresence MX700 Video conferencing kit	\$____ _	1	\$____
2001.D	L-PI2X-N-BASE	PrimeInfrastructure2.xBaseLicense,NoNodeLock 1	\$____ _	2	\$____
2001.E	L-PI2X-AS-N-1K	PrimeInfrastructure2.x-Assurance-1KDevice Lic-NNL	\$____ _	1	\$____
2001.F	L-PI2X-AS-5K	Prime Infrastructure 2.x - Lifecycle - 2500 Device License.	\$____ _	1	\$____
2001.G	L-PI2X-LF-2.5K	Prime Infrastructure 2.x - Lifecycle - 2500 Device License. L-PI2X-LF-5K	\$____ _	1	\$____
2001.H	AIR-CT8510-300-K9	8500SeriesWirelessControllerSupporting300 Aps	\$____ _	1	\$____
2001.I	AIR-CT5760-25-K9	5700SeriesWirelessControllerforupto25APs	\$____ _	4	\$____
2001.J	AIR-CT5760-100-K9	5700 Series Wireless Controller for up to 100	\$____ _	2	\$____
2001.K	BE6K-ST-BDL-K9=	Cisco Business Edition 6000M Svr (M3)	\$____ _	2	\$____
2001.L	CISCO2921-V/K9	Integrated Services Router (ISR)	\$____ _	2	\$____
2001.M	C3945E-CME-SRST/K9	3945 EUC Bundle/PVDM3-64, FL-CME-SRST-25, UCLic,FL-CUBE25	\$____ _	75	\$____
2001.N	CISCO3945-V/K9	3945 Voice Bundle, PVDM3-64,UC License PAK,FL-CUBE 25	\$____ _	12	\$____
2001.O	ME3600X-I	Series Ethernet Access Switches	\$____ _	32	\$____
2001.P	ME-3400G-12CS-D	ME 3400 Series 12 combo +4 SFP DC	\$____ _	43	\$____
2001.Q	ME-3600X-24FS-M	ME 3600 X Ethernet Access Switch 24 GE SFP+2 10GE SFP+	\$____ _	43	\$____
2001.R	R-PI21-SW-K9	Prime Infrastructure 2.1 Software	\$____ _	1	\$____

2001.S	UCM-10X- ESS-UCL	UC Manager-10.x Essential User License	\$ _____ -	1	\$ _____
2001.T	UCM-10X- UWLSTD	UC Manager 10.x CUWL STD Users	\$ _____ -	1	\$ _____

CLIN (Option Yr 2)	Product Number	Name	Price Per Unit	Estimated Quantity	Total Estimated Price
2001.U	WS-C3560X-48P-L	Catalyst 3560X 48 Port PoE LAN Base	\$_____	67	\$_____
2001.V	WS-C3560X-24P-S	Catalyst 3560X 24 Port PoE IP Base	\$_____	18	\$_____
2001.W	WS-C3560X-48PF-S	Catalyst 3560X 48 Port Full PoE IP Base	\$_____	9	\$_____
2001.X	WS-C3560X-24P-E	Catalyst 3560X 24 Port PoE IP Services	\$_____	1	\$_____
2001.Y	WS-C3560X-48PF-E	Catalyst3560X48PortFullPoEIPServices	\$_____	3	\$_____
2001.Z	WS-C3650-48FD-S	Catalyst365048PortFullPoE2x10GUplinkIP Base	\$_____	28	\$_____
2001.a	WS-C3650-48FS-S	Catalyst365048PortFullPoE4x10GUplinkIP Base	\$_____	9	\$_____
2001.b	WS-C3650-48PD-S	Catalyst365048PortPoE2x10GUplinkIPBase	\$_____	1	\$_____
2001.c	WS-C3750X-12S-S	Catalyst3750X12PortGESFPIBase	\$_____	4	\$_____
2001.d	WS-C3750X-48PF-S	Catalyst3750X48PortFullPoEIPBase	\$_____	2	\$_____
2001.e	WS-C3750X-48P-S	Catalyst3750X48PortPoEIPBase	\$_____	6	\$_____
2001.f	WS-C3850-48F-S	Catalyst385048PortFullPoEIPBase	\$_____	84	\$_____
2001.g	WS-C4503-E	Cat4500E-Series3-SlotChassis,fan,nops	\$_____	12	\$_____
2001.h	WS-C4506-E	Cat4500E-Series6-SlotChassis,fan,nops	\$_____	38	\$_____
2001.i	WS-C4507R+E	Catalyst4500E7slotchassisfor48Gbps/slot,fan, no ps	\$_____	98	\$_____
2001.j	WS-C4507R+E=	Catalyst4500E7slotchassisfor48Gbps/slot,fan, no	\$_____	4	\$_____
2001.k	WS-C4507R-E	Cat4500E-Series7-SlotChassis,fan,nops,Red Sup Capable	\$_____	6	\$_____
2001.l	WS-C4507RE+96V+	WS-C4507R+EChassis,twoWS-X4648-RJ45V+E Sup7L-E,LANBase	\$_____	13	\$_____
2001.m	WS-C4510R+E	Catalyst4500E10slotchassisfor48Gbps/slot,fan ,no ps	\$_____	99	\$_____
2001.n	WS-C4510R+E=	Catalyst4500E10slotchassisfor48Gbps/slot,fan ,no ps	\$_____	6	\$_____
2001.o	WS-C4510R-E	Cat4500E-Series10-SlotChassis,fan,nops,Red Sup Capable	\$_____	8	\$_____
2001.p	WS-C4510RE-S8+96V+	4510R+EChassis,TwoWS-X4748-RJ45V+E,Sup8-E	\$_____	22	\$_____
2001.q	WS-C4948	Catalyst Ethernet Switch	\$_____	1	\$_____

CLIN (Option Yr 2)	Product Number	Name	Price Per Unit	Estimated Quantity	Total Estimated Price
2001.r	WS-C6506-E	Catalyst6500Enhanced6-slotchassis,12RU,no PS, no Fan Tray	\$_____	2	\$_____
2001.s	WS-C6509-E	Catalyst6500Enhanced9-slotchassis,14RU,no PS,no Fan Tray	\$_____	1	\$_____
2001.t	WS-C6509-V-E	Catalyst6500Enhanced9-slotChassis(Vertical),No PS, Fan	\$_____	4	\$_____
2001.u	WS-SVC-ASA-SM1-K9=	ASAServiceModuleforCatalyst6500	\$_____	1	\$_____
2001.v	WS-SVC-ASA-SM1-K9	ASAServicesModuleforCatalyst6500-E,3DES/AES	\$_____	3	\$_____
2001.w	WS-SVC-WISM2-K-K9=	WirelessServicesModule:WiSM-2:w/1,000AP Support License	\$_____	8	\$_____
Total Estimated Price for Option Year 2					\$_____

OPTION YEAR 3 – October 1, 2020 – September 30, 2021

CLIN (Option Yr 3)	Product Number	Name	Price Per Unit	Estimated Quantity	Total Estimated Price
3001	FL-CUBEE-25-RED	Cisco Unified Border Element Enterprise Edition - License	\$_____	2	\$_____
3001.A	FL-CUBEE-5-RED	Cisco FL-CUBEE-5= Unified Border Element Enterprise Edition - License - 5 sessions	\$_____	2	\$_____
3001.B	LIC-UWL-STD1	Unified Workspace Licensing Standard Edition – license	\$_____	2	\$_____
3001.C	CTS-MX700D-2CAM-K9	Telepresence MX700 Video conferencing kit	\$_____	1	\$_____
3001.D	L-PI2X-N-BASE	PrimeInfrastructure2.xBaseLicense,No NodeLock 1	\$_____	2	\$_____
3001.E	L-PI2X-AS-N-1K	PrimeInfrastructure2.x-Assurance-1KDevice Lic-NNL	\$_____	1	\$_____
3001.F	L-PI2X-AS-5K	Prime Infrastructure 2.x - Lifecycle - 2500 Device License.	\$_____	1	\$_____
3001.G	L-PI2X-LF-2.5K	Prime Infrastructure 2.x - Lifecycle - 2500 Device License. L-PI2X-LF-5K	\$_____	1	\$_____
3001.H	AIR-CT8510-300-K9	8500SeriesWirelessControllerSupporting300 Aps	\$_____	1	\$_____
3001.I	AIR-CT5760-25-K9	5700SeriesWirelessControllerforupto25APs	\$_____	4	\$_____
3001.J	AIR-CT5760-100-K9	5700 Series Wireless Controller for up to 100	\$_____	2	\$_____
3001.K	BE6K-ST-BDL-K9=	Cisco Business Edition 6000M Svr (M3)	\$_____	2	\$_____
3001.L	CISCO2921-V/K9	Integrated Services Router (ISR)	\$_____	2	\$_____
3001.M	C3945E-CME-SRST/K9	3945 EUC Bundle/PVDM3-64, FL-CME-SRST-25, UCLic,FL-CUBE25	\$_____	75	\$_____
3001.N	CISCO3945-V/K9	3945 Voice Bundle, PVDM3-64,UC License PAK,FL-CUBE 25	\$_____	12	\$_____
3001.O	ME3600X-I	Series Ethernet Access Switches	\$_____	32	\$_____
3001.P	ME-3400G-12CS-D	ME 3400 Series 12 combo +4 SFP DC	\$_____	43	\$_____

CLIN (Option Yr 3)	Product Number	Name	Price Per Unit	Estimated Quantity	Total Estimated Price
3001.Q	ME-3600X-24FS-M	ME 3600 X Ethernet Access Switch 24 GE SFP+2 10GE SFP+	\$_____	43	\$_____
3001.R	R-PI21-SW-K9	Prime Infrastructure 2.1 Software	\$_____	1	\$_____
3001.S	UCM-10X-ESS-UCL	UC Manager-10.x Essential User License	\$_____	1	\$_____
3001.T	UCM-10X-UWLSTD	UC Manager 10.x CUWL STD Users	\$_____	1	\$_____
3001.U	WS-C3560X-48P-L	Catalyst 3560X 48 Port PoE LAN Base	\$_____	67	\$_____
3001.V	WS-C3560X-24P-S	Catalyst 3560X 24 Port PoE IP Base	\$_____	18	\$_____
3001.W	WS-C3560X-48PF-S	Catalyst 3560X 48 Port Full PoE IP Base	\$_____	9	\$_____
3001.X	WS-C3560X-24P-E	Catalyst 3560X 24 Port PoE IP Services	\$_____	1	\$_____
3001.Y	WS-C3560X-48PF-E	Catalyst3560X48PortFullPoEIPServices	\$_____	3	\$_____
3001.Z	WS-C3650-48FD-S	Catalyst365048PortFullPoE2x10GUpLinkIP Base	\$_____	28	\$_____
3001.a	WS-C3650-48FS-S	Catalyst365048PortFullPoE4x1GUpLinkIP Base	\$_____	9	\$_____
3001.b	WS-C3650-48PD-S	Catalyst365048PortPoE2x10GUpLinkIP Base	\$_____	1	\$_____
3001.c	WS-C3750X-12S-S	Catalyst3750X12PortGESFPIPBase	\$_____	4	\$_____
3001.d	WS-C3750X-48PF-S	Catalyst3750X48PortFullPoEIPBase	\$_____	2	\$_____
3001.e	WS-C3750X-48P-S	Catalyst3750X48PortPoEIPBase	\$_____	6	\$_____
3001.f	WS-C3850-48F-S	Catalyst385048PortFullPoEIPBase	\$_____	84	\$_____
3001.g	WS-C4503-E	Cat4500E-Series3-SlotChassis,fan,nops	\$_____	12	\$_____
3001.h	WS-C4506-E	Cat4500E-Series6-SlotChassis,fan,nops	\$_____	38	\$_____

CLIN (Option Yr 3)	Product Number	Name	Price Per Unit	Estimated Quantity	Total Estimated Price
3001.i	WS-C4507R+E	Catalyst4500E7slotchassisfor48Gbps/slot,fan,no ps	\$_____	98	\$_____
3001.j	WS-C4507R+E=	Catalyst4500E7slotchassisfor48Gbps/slot,fan,no	\$_____	4	\$_____
3001.k	WS-C4507R-E	Cat4500E-Series7-SlotChassis,fan,nops,Red Sup Capable	\$_____	6	\$_____
3001.l	WS-C4507RE+96V+	WS-C4507R+EChassis,twoWS-X4648-RJ45V+E Sup7L-E,LANBase	\$_____	13	\$_____
3001.m	WS-C4510R+E	Catalyst4500E10slotchassisfor48Gbps/slot,fan,no ps	\$_____	99	\$_____
3001.n	WS-C4510R+E=	Catalyst4500E10slotchassisfor48Gbps/slot,fan,no ps	\$_____	6	\$_____
3001.o	WS-C4510R-E	Cat4500E-Series10-SlotChassis,fan,nops,Red Sup Capable	\$_____	8	\$_____
3001.p	WS-C4510RE-S8+96V+	4510R+EChassis,TwoWS-X4748-RJ45V+E,Sup8-E	\$_____	22	\$_____
3001.q	WS-C4948	Catalyst Ethernet Switch	\$_____	1	\$_____
3001.r	WS-C6506-E	Catalyst6500Enhanced6-slotchassis,12RU,no PS, no Fan Tray	\$_____	2	\$_____
3001.s	WS-C6509-E	Catalyst6500Enhanced9-slotchassis,14RU,no PS,noFanTray	\$_____	1	\$_____
3001.t	WS-C6509-V-E	Catalyst6500Enhanced9-slotChassis(Vertical),No PS,Fan	\$_____	4	\$_____
3001.u	WS-SVC-ASA-SM1-K9=	ASAServiceModuleforCatalyst6500	\$_____	1	\$_____
3001.v	WS-SVC-ASA-SM1-K9	ASAServicesModuleforCatalyst6500-E,3DES/AES	\$_____	3	\$_____
3001.w	WS-SVC-WISM2-K-K9=	WirelessServicesModule:WiSM-2:w/1,000AP Support License	\$_____	8	\$_____
Total Estimated Price for Option Year 3					\$_____

OPTION YEAR 4 - October 1, 2021 – September 30, 2022

CLIN (Option Yr 4)	Product Number	Name	Price Per Unit	Estimated Quantity	Total Estimated Price
4001	FL-CUBEE-25- RED	Cisco Unified Border Element Enterprise Edition - License	\$_____	2	\$_____
4001.A	FL-CUBEE-5-RED	Cisco FL-CUBEE-5= Unified Border Element Enterprise Edition - License - 5 sessions	\$_____	2	\$_____
4001.B	LIC-UWL-STD1	Unified Workspace Licensing Standard Edition – license	\$_____	2	\$_____
4001.C	CTS-MX700D- 2CAM-K9	Telepresence MX700 Video conferencing kit	\$_____	1	\$_____
4001.D	L-PI2X-N-BASE	PrimeInfrastructure2.xBaseLicense,No NodeLock 1	\$_____	2	\$_____
4001.E	L-PI2X-AS-N-1K	PrimeInfrastructure2.x-Assurance- 1KDevice Lic-NNL	\$_____	1	\$_____
4001.F	L-PI2X-AS-5K	Prime Infrastructure 2.x - Lifecycle - 2500 Device License.	\$_____	1	\$_____
4001.G	L-PI2X-LF-2.5K	Prime Infrastructure 2.x - Lifecycle - 2500 Device License. L-PI2X-LF-5K	\$_____	1	\$_____
4001.H	AIR-CT8510- 300-K9	8500SeriesWirelessControllerSupporti ng300 Aps	\$_____	1	\$_____
4001.I	AIR-CT5760-25- K9	5700SeriesWirelessControllerforupto2 5APs	\$_____	4	\$_____
4001.J	AIR-CT5760- 100-K9	5700 Series Wireless Controller for up to 100	\$_____	2	\$_____
4001.K	BE6K-ST-BDL- K9=	Cisco Business Edition 6000M Svr (M3)	\$_____	2	\$_____
4001.L	CISCO2921-V/K9	Integrated Services Router (ISR)	\$_____	2	\$_____
4001.M	C3945E-CME- SRST/K9	3945 EUC Bundle/PVDM3-64, FL-CME- SRST-25, UCLic,FL-CUBE25	\$_____	75	\$_____
4001.N	CISCO3945-V/K9	3945 Voice Bundle, PVDM3-64,UC License PAK,FL-CUBE 25	\$_____	12	\$_____
4001.O	ME3600X-I	Series Ethernet Access Switches	\$_____	32	\$_____
4001.P	ME-3400G- 12CS-D	ME 3400 Series 12 combo +4 SFP DC	\$_____	43	\$_____
4001.Q	ME-3600X-24FS- M	ME 3600 X Ethernet Access Switch 24 GE SFP+2 10GE SFP+	\$_____	43	\$_____
4001.R	R-PI21-SW-K9	Prime Infrastructure 2.1 Software	\$_____	1	\$_____
4001.S	UCM-10X-ESS- UCL	UC Manager-10.x Essential User License	\$_____	1	\$_____

CLIN (Option Yr 4)	Product Number	Name	Price Per Unit	Estimated Quantity	Total Estimated Price
4001.T	UCM-10X- UWLSTD	UC Manager 10.x CUWL STD Users	\$_____	1	\$_____
4001.U	WS-C3560X- 48P-L	Catalyst 3560X 48 Port PoE LAN Base	\$_____	67	\$_____
4001.V	WS-C3560X- 24P-S	Catalyst 3560X 24 Port PoE IP Base	\$_____	18	\$_____
4001.W	WS-C3560X- 48PF-S	Catalyst 3560X 48 Port Full PoE IP Base	\$_____	9	\$_____
4001.X	WS-C3560X- 24P-E	Catalyst 3560X 24 Port PoE IP Services	\$_____	1	\$_____
4001.Y	WS-C3560X- 48PF-E	Catalyst3560X48PortFullPoEIPServices	\$_____	3	\$_____
4001.Z	WS-C3650- 48FD-S	Catalyst365048PortFullPoE2x10GUp linkIP Base	\$_____	28	\$_____
4001.a	WS-C3650-48FS- S	Catalyst365048PortFullPoE4x1GUp linkIP Base	\$_____	9	\$_____
4001.b	WS-C3650- 48PD-S	Catalyst365048PortPoE2x10GUp linkIP Base	\$_____	1	\$_____
4001.c	WS-C3750X- 12S-S	Catalyst3750X12PortGESFP IPBase	\$_____	4	\$_____
4001.d	WS-C3750X- 48PF-S	Catalyst3750X48PortFullPoE IPBase	\$_____	2	\$_____
4001.e	WS-C3750X- 48P-S	Catalyst3750X48PortPoE IPBase	\$_____	6	\$_____
4001.f	WS-C3850-48F-S	Catalyst385048PortFullPoE IPBase	\$_____	84	\$_____
4001.g	WS-C4503-E	Cat4500E-Series3-SlotChassis, fan,nops	\$_____	12	\$_____
4001.h	WS-C4506-E	Cat4500E-Series6-SlotChassis, fan,nops	\$_____	38	\$_____
4001.i	WS-C4507R+E	Catalyst4500E7slotchassisfor 48Gbps/slot,fan,no ps	\$_____	98	\$_____
4001.j	WS-C4507R+E=	Catalyst4500E7slotchassisfor 48Gbps/slot,fan,no	\$_____	4	\$_____
4001.k	WS-C4507R-E	Cat4500E-Series7-SlotChassis, fan,nops,Red Sup Capable	\$_____	6	\$_____
4001.l	WS- C4507RE+96V+	WS-C4507R+EChassis,twoWS- X4648-RJ45V+E Sup7L-E,LANBase	\$_____	13	\$_____
4001.m	WS-C4510R+E	Catalyst4500E10slotchassisfor 48Gbps/slot,fan,no ps	\$_____	99	\$_____
4001.n	WS-C4510R+E=	Catalyst4500E10slotchassisfor 48Gbps/slot,fan,no ps	\$_____	6	\$_____

CLIN (Option Year 4)	Product Number	Name	Price Per Unit	Estimated Quantity	Total Estimated Price
4001.o	WS-C4510R-E	Cat4500E-Series10- SlotChassis,fan,nops,Red Sup Capable	\$ _____	8	\$ _____
4001.p	WS-C4510RE- S8+96V+	4510R+EChassis,TwoWS-X4748- RJ45V+E,Sup8-E	\$ _____	22	\$ _____
4001.q	WS-C4948	Catalyst Ethernet Switch	\$ _____	1	\$ _____
4001.r	WS-C6506-E	Catalyst6500Enhanced6- slotchassis,12RU,no PS, no Fan Tray	\$ _____	2	\$ _____
4001.s	WS-C6509-E	Catalyst6500Enhanced9- slotchassis,14RU,no PS,noFanTray	\$ _____	1	\$ _____
4001.t	WS-C6509-V-E	Catalyst6500Enhanced9- slotChassis(Vertical),No PS,Fan	\$ _____	4	\$ _____
4001.u	WS-SVC-ASA- SM1-K9=	ASAServiceModuleforCatalyst6500	\$ _____	1	\$ _____
4001.v	WS-SVC-ASA- SM1-K9	ASAServicesModuleforCatalyst6500- E,3DES/AES	\$ _____	3	\$ _____
4001.w	WS-SVC-WISM2- K-K9=	WirelessServicesModule:WiSM- 2:w/1,000AP Support License	\$ _____	8	\$ _____
Total Estimated Price for Option Year 4					\$ _____

Total Cost for Base Year & all Option Years: \$ _____

- 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”.

SECTION C SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District is seeking basic maintenance (i.e. Cisco Smart Net or the equivalent) service agreement s 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 F.3)
- 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 F.3).
- 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, 5 days a week.
- f) Twice-a-year (October & May) equipment reconciliation report of covered devices (Deliverable 001, Section F.3)
- g) Operating System updates to include maintenance releases, minor updates, and major updates within the licensed features (Deliverable 002, Section F.3)
- h) Project manager or service representative to assist with and facilitate the replacement of devices

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
001	498 ID previously known as “Service Provider Identification Number (SPIN)”	Universal Service Administrative Company	

		(USAC) – Website (www.usac.org)	
002	Cisco certification (registered, select, premier, gold, etc.)	Cisco Certification Website https://locatr.cloudapps.cisco.com/WWChannels/LOCATR/openBasicSearch.do	

C.3 DEFINITIONS

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

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>.

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

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.

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.

FCC Form 498: The Service Provider and Billed Entity Identification Number and General Contact Information Form is used to collect contact, remittance, and payment information from service providers and applicants receiving universal service support. Service providers must fill out this form to participate in any of the universal service programs. As of July 1, 2016, applicants who choose the Billed entity applicant Reimbursement (BEAR) payment method will need to file this form to receive an ID number (498 ID) for reimbursement payments.

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

Smart Net Total Care: Level of maintenance service provided by Cisco that helps reduce downtime with fast, expert technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC) and next day replacement of parts.

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.

498 ID (Formerly Known as SPIN): A unique number that USAC assigns to a service provider once that service provider has submitted the FCC Form 498 to USAC. Every service provider is required to have a SPIN in order to participate in any universal service programs and to receive payments from USAC. Also see Form 498.

C.4 BACKGROUND

The District of Columbia Public Schools (DCPS) educates approximately 49,000 students in 111 schools and educational centers. DCPS employs about 8000 teachers, principals, classroom aides, social workers, counselors, custodians and other support staff who work 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 Information Technology Division within the Office of the Chief Operating Officer (OCOO) provides advice, services, creates policies and processes to assist schools, administrative offices, and staff integrate technology seamlessly to provide the very best educational experience for DC students.

DCPS currently counts amongst its equipment the following. Quantities and types are subject to change over the term of the contract.

Eligible Hardware	Quantity (Total)
Routers	87
Software	6
Switches	663
Wireless Controllers	19
License	2
Telepresence	1

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 solicitation contains instructions governing the proposals to be submitted by the responding Contractor or service provider (SP).

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 set forth in Section B.

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.
- 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(s) of any adjustments to the Division of Information Technology Equipment List twice per year in writing via email the period of performance of the contract in October and May (Deliverable 001, Section F.3).

C.5.5

The contractor(s) shall be responsible for ensuring that covered equipment has been identified to be adequately repaired or replaced (Deliverable 001, Section F.3). 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(s) 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 F.3). The contractor shall route these calls to the Contract Administrator.

SECTION D PACKAGING AND MARKING

D.1 All shipping and handling (drayage) costs should be included in the unit price of each item identified in Section B. 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

There are no inspection or acceptance requirements for this solicitation.

SECTION F PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) base year and four (4) one – year Option Years from date of award specified on the cover page of this contract.

CONTRACT YEAR	TIMELINES
Base Year	Date of Award – September 30, 2018
Option Year One	October 1, 2018 – September 30, 2019
Option Year Two	October 1, 2019– September 30, 2020
Option Year Three	October 1 ,2020 – September 30, 2021
Option Year Four	October 1, 2021 – September 30, 2022

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 preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

F.2.3 The price for the option period(s) shall be as specified in the 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 and email tech_dcps@dc.gov in accordance with the following:

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0001	Equipment Reconciliation & Inventory Reports by eligibility, equipment type,	1 of each	Microsoft Excel via Email to the CA	October & May

	location, quantity, product service status			
0002	Trouble Tickets Information Report from Cisco, outage summary, duration of outages, and outage resolution classified by school	4	Microsoft Excel via Email to CA	January, April, July, & December
0003	Bi-Yearly Maintenance Trends Report: Ability to view trends in utilizations classified by school	2	Microsoft Excel via Email to CA	October & May
0004	Monthly installed base coverage reports	12	Microsoft Excel via Email to CA	1 st day of the 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, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on the 30th of each after receiving a proper invoices from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contract Administrator (CA) specified in Section G.9 below. The address of the CFO is:

District of Columbia Public Schools
 Division of Finance
 Accounts Payable
 1200 First Street, NE, 11th Floor
 Washington, D.C. 20002
 (202) 442-5255

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 the 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.

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 deliverable 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 CLAUSE

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.*, 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 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:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 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 this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, 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 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:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

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 of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Subcontract requirements

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

G.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:

Glorious Bazemore
Chief Procurement Officer
Office of Contracts and Acquisitions
District of Columbia Public Schools
1200 First Street, NE
Washington, DC 20002
Email: glorious.bazemore@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINSTRATOR (CA)

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

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

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

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

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

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

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

Kelly B. Hart
Manager of IT Contracts and Vendor Relations
Office of Chief Operating Officer
Division of Information Technology
District of Columbia Public Schools
1200 First Street, NE
Washington, DC 20002
Email: Kelly.hart2@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 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

G.10.1 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.10.2 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

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 DETERMINATION

The Contractor shall be bound by the Wage Determination No. 2015-4281 dated 01/03/2017, 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 Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time 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 RESERVED

H.7 RESERVED

H.8 RESERVED

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

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

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

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

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

H.9.1.5 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(s) and ensure adherence to the contract.

H.11.2 The contract administrator will advise of the actual quantities of equipment throughout the contract year period of performance and in the option years will depend on an assessment of the equipment prior to exercising each option year which may increase or decrease.

H.12 CONTRACTOR RESPONSIBILITIES

See requirements in Sections C.1 and F.3.

H.13 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 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 bidder shall provide evidence of its authorized reseller agreement or certification with its bid.

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 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-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or 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.
1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
 2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
 4. Employer's Liability Insurance. The Contractor shall provide 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.
 5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$1,000,000 per occurrence, including the District of Columbia as additional insured.
 6. 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 occurrence for each wrongful act and \$1,000,000 annual aggregate.
 7. Cyber Liability Insurance. The Contractor shall provide 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.
 8. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$ 50,000 per occurrence.
- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. 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.**

- D. **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.
- E. **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.
- F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **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. Evidence of insurance shall be submitted to the Contracting Officer.
- H. **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.

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.

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:

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
- (iv) The Contractor's request for relief or other action by the CO.

(2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

(3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(4) The CO's written decision shall do the following:

- (i) Provide a description of the claim or dispute;
- (ii) Refer to the pertinent contract terms;
- (iii) State the factual areas of agreement and disagreement;
- (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (vi) Indicate that the written document is the CO's final decision; and

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

- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
 - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
 - (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
 - (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
 - (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 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.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.2	U.S. Department of Labor Wage Determination No. 2015-4281, dated 01/03/2017
J.3	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85 available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.4	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.7	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.8	Subcontracting Plan (if required by law) available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.9	First Source Initial Employment Plan (if contract is \$300,000 or more) available at http://ocp.dc.gov , 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 PREPARATION AND SUBMISSION OF BIDS

L.2.1 The District will reject as non-responsive any bid that fails to conform in any material respect to the IFB.

L.2.2 Bidders shall make no changes to the requirements set forth in the solicitation.

L.2.3 The District will reject as non-responsive any bid that fails to include a subcontracting plan that is required by law.

L.2.4 The bidder shall complete, sign and submit its initial First Source Employment Plan and all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.2.5 The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify a bid.

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 liability concerning the services to be performed.

L.4 BID SUBMISSION DATE AND TIME

To be considered, a bidder must submit its bid at the address:

Office of Contracts and Acquisitions
District of Columbia Public Schools
1200 First Street, NE

Washington, DC 20002

With two (2) copies before Monday, April 24, 2017 at 2:00 PM EST. Paper and flash drives of bids will be accepted **no later than the closing date and time. The District does not allow late bids, modifications to bids, or requests for withdrawals after the exact closing date and time.**

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid via email at any time before the closing date and time for receipt of technical proposals.

L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.6.1 Late Submissions

DCPS will not accept late proposals or modifications to proposals after the closing date and time for receipt of technical proposals.

L.6.2 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.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 relative to this solicitation, the prospective bidder shall submit the question electronically via email to Shaunte.Chacon@dc.gov and Glorious.Bazemore@dc.gov no later than **21** days (or Tuesday, April 4, 2017 by 2:00 PM EST) prior to the closing date and time indicated for this solicitation. The District will furnish responses via email to all Offerors who submit technical proposals.

L.8.1 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 1:00 PM on Monday, April 3, 2017 at 1200 First Street on the 9th Floor in Conference Room 961, Northeast, Washington, DC. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. All prospective offerors should come prepared to ask questions related to the solicitation. Attending

offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference if they are available and are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing via email to Shaunte.Chacon@dc.gov and Glorious.Bazemore@dc.gov following the close of the pre-proposal conference but no later than Tuesday, April 4, 2017 by 12:00 PM EST in order to generate an official answer. The District will furnish responses via email to all prospective offerors no later than Thursday, April 6, 2017 by 5:00 PM EST. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

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 4th 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 the email to all Offerors who submit technical proposals in response to this solicitation. The District must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

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.12 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
- 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.** Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
Glorious Bazemore
Chief Procurement Officer
Office of Contracts and Acquisitions
District of Columbia Public Schools
1200 First Street, NE

Washington, DC 20002

Email: glorious.bazemore@dc.gov

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 (submission with proposal of record of unaudited financial records of business transactions or exhibit of cash flow, bank statements, and letter of credit from banking institution);
- (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 (submission with proposal at least three (3) letters of reference and/or performance evaluation from existing commercial or government contracts with relevant services based on this solicitation requirements);
- (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 nonresponsibility 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 nonresponsible.

SECTION M THIS SECTION IS INTENTIONALLY DELETED.