


<b>SOLICITATION, OFFER, AND AWARD</b>  Government of the District of Columbia			1. Caption			Page 1 of 48 Pages			
			Empowered Learners Initiative (ELI) Technology Enhancement			1	48		
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market	
		GAGA-2019-I-0076		<input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Other		June 25, 2019		<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: District of Columbia Public Schools (DCPS) Office of Contracts and Acquisitions 1200 First Street N.E., 9 <sup>th</sup> floor Washington, D.C. 20002				8. Address Offer to:  Same as Block 7					
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"									
<b>SOLICITATION</b>									
9. Instructions available in Section L									
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.									
10. For Information Contact									
A. Name			B. Telephone Number			C. E-mail Address			
S. Chacon			Phone 202.442.5112			<a href="mailto:Shaunte.chacon@dc.gov">Shaunte.chacon@dc.gov</a>			
11. Table of Contents									
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<b>OFFER</b>									
12. The undersigned agrees, if this offer is accepted within 30 calendar days from the date for receipt of offers specified above to furnish any and all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.									
13. Discount for Prompt Payment									
10 Calendar days %			20 Calendar days %			30 Calendar days %			Calendar days %
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):									
Amendment Number(s)				Date		Amendment Number		Date	
15A. Name and Address of Offeror									
16. Name and Title of Person Authorized to Sign Offer/Contract									
15B. Telephone			15 C. Check if remittance address is different from above			17. Signature			18. Offer Date
(Area Code)	(Number)	(Ext)	- Refer to Section G						
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>									
19. Accepted as to Items numbered				20. Amount			21 Accounting and Appropriation Data		
22. Name of Contracting Officer (Type or Print)						23. Signature of Contracting Officer (District of Columbia)		24. Award Date	

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

**B.1** The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the Office of Data Systems and Strategy (ODSS) is seeking a Contractor to provide leasing services for end-user devices, and maintenance for DCPS locations. The services will comprise of device support and maintenance services, and device management solution services.

**B.2** DCPS contemplates award of a firm fixed unit price contract.

**B.2.2** DCPS 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 DCPS. In addition, DCPS anticipates the award to include a mutually agreeable lease agreement.

**B.2.3** The award will be made according to the Price Schedule set forth in Section B.7 of this solicitation.

**B.2.4** The Contractor(s) bid submission shall include the Price Schedule set forth in Section B.7.

**B.3** The Period of Performance (POP) for this Contract resulting from this solicitation shall be for a Base Term (3 consecutive years) and one (1) 3-year option term. DCPS is providing the timelines associated with the base term and each option term.

CONTRACT PERIOD	TIMELINES
Base Term	October 1, 2019 – September 30, 2022
Option Term One (1)	October 1, 2022 – September 30, 2025

**B.4 PRICE SCHEDULE – FIXED UNIT PRICE**

**B.4.1** The Contractor(s) shall provide firm fixed unit prices for each Contract Line Item Number (CLIN) for the base term and subsequent option year.

**B.4.2** The devices will provide support for the classrooms and schools throughout DCPS school locations, see attachment J.10 “Appendix A – School Locations.” The quantities of equipment/assets for Option Term One will be identified after an assessment of the inventory prior to the exercise of the option term, as identified in the contract.

**B.4.3** The Contractor(s) shall include pricing the base term. DCPS will request the pricing for the option term prior to the exercise of the option.

**B.5** DCPS anticipates a Contractor to supply a device lease agreement for computing devices, carts, asset management, project management software, deployment services and post deployment services.

**B.6** The base term of the contract shall commence on October 1, 2019 until September 30, 2022. Option term one shall commence on the first day of October 2022 through September 30, 2025. During the option year, the contract shall remain in effect for thirty-six (36) months.



**B.7 – PRICE SCHEDULE****B.7.1 BASE TERM (October 1, 2019 through September 30, 2022)**

Contract Line Item No. (CLIN)	Description of Service or Product	QTY	Unit of Issue	Fixed Unit Price	Total Amount
<b>Shipment 1</b>					
001.20	End-User Devices	18,185 <sup>±</sup>	EA	\$	\$
002.20	Shipping/Delivery	1	LOT	\$	\$
003.20	Deployment Services	18,185*	HRS	\$	\$
004.20	RESERVED	-	-	\$	\$
005.20	Device Carts	606	EA	\$	\$
006.20	License, Maintenance (Classroom Solution Subscription & Services)	18,185	EA	\$	\$
007.20	Device Protective Cases	18,185	EA	\$	\$
<b>Shipment 2</b>					
001.21	End-User Devices	25,358	EA	\$	\$
002.21	Shipping/ Delivery	1	LOT	\$	\$
003.21	Deployment Services	25,358	HRS	\$	\$
004.21	RESERVED	-	-	\$	\$
005.21	Device Carts	844	EA	\$	\$
006.21	License, Maintenance (Classroom Solution Subscription & Services)	25,358	EA	\$	\$
007.21	Device Protective Cases	25,358	EA	\$	\$
<b>GRAND TOTAL B.7.1</b>					<b>\$</b>
<b>Not-to-Exceed Amount/ Contract Ceiling</b>					

**<sup>±</sup>The fixed unit price for the end-user devices shall include the proposed leasing finance charges, closing costs, maintenance fees, filing fees, licensing costs, service fees, and any other miscellaneous costs associated with the lease program.**

**\*The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.**

**B.7.2 OPTION TERM ONE – (October 1, 2022 through September 30, 2025)**

Contract Line Item No. (CLIN)	Description of Service or Product	QTY	Unit of Issue	Fixed Unit Price	Total Amount
1001.20	End-User Devices		EA <sup>±</sup>	\$0.00	\$
1002.20	Shipping/Delivery		LOT	\$0.00	\$
1003.20	Deployment Services		HRS*	\$0.00	\$
1004.20	RESERVED	-	-	\$0.00	\$
1005.20	Device Carts		EA	\$0.00	\$
1006.20	License, Maintenance (Classroom Solution Subscription & Services)		EA	\$0.00	\$
1007.21	Device Protective Cases		EA	\$0.00	\$
<b>GRAND TOTAL B.7.2</b>					<b>\$</b>

**±The fixed unit price for the end-user devices shall include the proposed leasing finance charges, closing costs, maintenance fees, filing fees, licensing costs, service fees, and any other miscellaneous costs associated with the lease program.**

**\*The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.**

**B.8** 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. 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.

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

**B.9 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. 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 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; provided that the Contractor shall not be required to make any deliveries under this contract after its expiration.

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 BACKGROUND

The District of Columbia Public Schools serves nearly 49,000 students in the nation's capital through the efforts of more than 4,000 educators in 118 schools. We believe that technology is an enabler of student progress, educator effectiveness, and parent engagement. The Empowered Learners Initiative (ELI) is aimed at bringing the District's vision of digital equity and future-ready teaching and learning to fruition. With equitable access to reliable technology as a foundation, the District will enhance student learning experiences and accelerate progress toward our vision for creating empowered and engaged communities of learners.

- C.1.1 ODSS provides staff, teacher and student device (PC, Mac) management and engineering, Windows and Mac OS image & enterprise client software management, on-site tech support at schools and central office, and helpdesk support and training to seamlessly ensure students, staff, and the community the very best educational experience.

### C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Location
01	Online list	List of DCPS Sites	<a href="http://profiles.dcps.dc.gov/">http://profiles.dcps.dc.gov/</a>

### C.3 DEFINITIONS

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

- a. **Contract Management Plan** – specifying the tasks, sub tasks, and approaches to be used to provide the services and products specified including the deliverable documents, analyses, and reports necessary to fulfill the requirements of the Statement of Work (SOW) Attachment J.10.
- b. **Quality Control Plan** – specifying the tasks, sub tasks, and approaches to be used to ensure adequate quality and integrity of work developed.

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- c. **Program and Project Plans** – shall specify the tasks, sub tasks, dependencies, resource requirements, schedules, and milestone dates required to complete specific technical programs or projects. When approved by the Director, these plans shall be used to monitor, control, and report progress, issues, and resource expenditures.
- d. **Weekly Contract Status** – information related to planned weekly activities, status of ongoing activities, anticipated activities, problems/issues arising from activities (planned or ongoing), and alternatives and or recommendations for preliminary issues/problems from planned or ongoing activities.

**C.4 SCOPE**

ODSS is seeking a qualified Contractor to supply a device lease agreement for computing devices, carts, asset management, project management software, deployment services and post deployment services for DCPS locations.

**C.5 REQUIREMENTS**

DCPS aims to engage Contractors to technology resources dedicated to the following functional areas:

- Computing Devices (specifications listed below) & Leasing Agreement
- Shipping/Delivery Services
- Deployment & Post Deployment Services
- Software (Asset Management & Classroom Solutions)
- Standardized or High-Quality Maintenance Services

**C.5a. DEVICES (CLIN 001.20/001.21):**

**C.5a.1** Devices proposed must be new, meet the salient characteristics listed below and fully functional upon arrival. At the time of the solicitation due date, the Contractor must be authorized by manufacturers to sell units specified herein. Offers for equal products must include descriptive literature (see SECTION L.19) to show that the offered product meets the salient characteristics in the solicitation. Computing device specifications are as follows:

**C.5a.2**

<b>Brand Name</b>	Microsoft Surface Go or Equal
<b>Processor</b>	Intel Pentium Gold Processor 4415Y or equal
<b>Memory</b>	4GB or equal
<b>Hard drive</b>	64GB eMMC or SSD or equal
<b>Display</b>	Screen: 10” Display or equal multi-touch
<b>Network Interface Card</b>	Wi-Fi: IEEE 802.11 a/b/g/n/ac compatible or equal
<b>Bluetooth</b>	4.1 or equal
<b>Graphics</b>	Intel HD Graphics 615 or equal
<b>Cameras</b>	5.0MP front-facing camera with 1080p HD video or equal

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	8.0MP rear-facing autofocus camera with 1080p HD video or equal
<b>Audio</b>	Built-in microphone, stereo speakers
<b>Ports and Connections</b>	1 x USB-C 3.5 mm headphone jack Micro SDXC Card Reader or equal
<b>Video Output</b>	External display support
<b>Battery Rating</b>	26.12 watt-hours or equal
<b>Security</b>	TPM 2.0 for enterprise security or equal Enterprise-grade protection with Windows Hello face sign-in or equal
<b>Sensors</b>	Ambient light sensor or equal Accelerometer or equal Gyroscope or equal Magnetometer or equal
<b>Endpoint Visibility</b>	Firmware/chipset level persistence (Absolute or equal)

C.5a.3 The devices should be enrolled in DCPS’s Mobile Device Management platform (Intune) using autopilot.

C.5a.4 Prior to the shipment and at least 30 days before, DCPS will send the Contractor DCPS standard asset tags. The Contractor is to affix the asset tags to each device prior to shipment from the Contractor’s facility and transmit an electronic copy of the report of all shipped devices’ information including asset tags and serial numbers to DCPS prior to the arrival of devices at DCPS facilities.

C.5a.5 Mobile Carts Specifications (CLINs 005.20/005.21):

<b>Capacity</b>	<b>Minimum 30, Maximum 40</b>
<b>Shelves</b>	Minimum 2
<b>Power Input</b>	AC: 120V AC, 12A, 50/60Hz;
<b>Power Management</b>	Smart Charging Technology
<b>Security</b>	Padlock only – Must be included with cart
<b>Mobility</b>	Wheels + Wheel Lock

**C.5b Leasing Agreement** - The Contractor shall propose a lease program to the District for the purpose of financing all items priced in Section B.7.1.

**C.5b.1** The Contractor’s lease program proposal shall include 3-year lease option(s) with corresponding annual payments.

**C.5b.2** Lease proposals must include all closing costs, maintenance fees, filing fees, licensing costs, service fees, and any other miscellaneous costs associated with the lease program in a clearly itemized cost breakdown summary. The summary of financing information shall not



exceed 2 pages.

**C.5b.3** DCPS' liability under this Contract is contingent upon the future availability of appropriated monies with which to make payment for contract purposes. The legal liability on the part of DCPS for the payment of any money shall not arise unless and until such appropriation shall have been provided.

**C.5c Shipping/Delivery (CLIN 002.20):** The Empowered Learners Initiative (ELI) is a multifaceted project that defines various milestones for the use of technology in the classroom through curriculum and instruction integration. For this reason, timely shipment and delivery of devices is critical to the success of the initiative. The Contractor shall provide a written guarantee that devices will arrive at DCPS facilities no later than ten (10) weeks from date of the award of contract. Failure to meet the delivery deadlines, with exception of Force Majeure or delay caused by DCPS, will require the Contractor pay DCPS for every week of delay penalty amounting to 0.5% of the total value of the Equipment whose delivery has been delayed. Any fractional part of a week is to be considered a full week. The total amount of penalty shall not, however, exceed 5% of the total value of the Equipment involved in late delivery. Should the Contractor fail to make delivery six weeks later than the time of shipment stipulated in this Contract, DCPS shall have the right to terminate this Contract for Cause.

(CLIN 002.21): The Contractor shall provide a second written guarantee that devices will arrive at DCPS facilities no later than June 1, 2020. Failure to meet the delivery deadlines, with exception of Force Majeure or delay caused by DCPS, will require the Contractor pay DCPS for every week of delay penalty amounting to 0.5% of the total value of the Equipment whose delivery has been delayed. Any fractional part of a week is to be considered a full week. The total amount of penalty shall not, however, exceed 5% of the total value of the Equipment involved in late delivery. Should the Contractor fail to make delivery six weeks later than the time of shipment stipulated in this Contract, DCPS shall have the right to terminate this Contract for Cause.

**C.5d. Deployment Services (CLIN 003.20):**

The Contractor shall coordinate, in conjunction with ODSS, the installation of newly ordered computing equipment.

For each laptop and/or tablet and cart, the Contractor shall perform deployment services which include:

- C.5d.1 Unbox devices and mobile carts
- C.5d.2 Place asset tags if a device arrives without one
- C.5d.3 Assembly of mobile charging carts (if applicable)
- C.5d.4 Removal of trash to the site's designated trash area for disposal
- C.5d.5 Check to ensure device has the correct image
- C.5d.6 Add devices to the Wi-Fi network
- C.5d.7 Ensure that the device image is properly enrolled and running via enterprise mobility management service or follow the post image process below
- C.5d.8 Join to the domain
- C.5d.10 Test and quality of service monitoring
- C.5d.11 Confirm the device is set to student login profile

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- C.5d.12 Wire the carts in accordance with manufacturer instructions,
- C.5d.13 Load devices into the carts
- C.5d.14 Completing all of the aforementioned work at a pre-specified DCPS location
  
- C.5d.15 The Contractor will provide resources to install and deploy computers at the DCPS Warehouse completed by December 23, 2019 (CLIN 003.20). Contractor is responsible for any additional time required for the integration services to be completed for each device at no additional cost to the District. The timeline for installation and deployment (CLIN 003.21) for the devices referenced in CLIN 001.21 will be July 30, 2020.

The DCPS image will be provided by DCPS to the Contractor, will be required to ensure the computer is joined to Active Directory and named uniquely, as provided by ODSS, when joining the domain.

To complete the job by the deadline, the Contractor must provide a labor pool of skilled technicians, external hard drives for backup imaging, jump drives for post-scripts, management personnel, and an inventory process to effectively provide support via deployment services to DCPS.

During the deployment process, the District will provide more detailed instructions and an onsite technician to review the process on the first couple of engagements. DCPS will share contact information for a technical staff person for questions or troubleshooting during the process.

Upon completion of a deployment, the Contractor shall render to DCPS an accurate inventory of all devices delivered, noting any issues encountered – i.e. computers delivered dead on arrival, no boot, etc. where the Contractor has enacted the warranty for resolution. Should the Contractor have to enact warranty provisions, the Contractor is expected to return (or send appropriate representation) to the location to conclude the deployment once parts or service by the manufacture has been completed or delivered.

**C.5e. CLIN 004 - RESERVED**

**C.5f. Software/ Classroom Solutions (CLIN 006):** An important aspect contributing to the effective use of technology in a classroom setting is the ability to keep students engaged, promote collaboration, minimize distractions, and allow teachers to provide focused guidance and monitor each student’s progress efficiently. Contractors must include descriptive literature (see SECTION L.19) to show that the offered product meets the salient characteristics below. The Contractor must incorporate a classroom management solution in their bid submission that will meet the following requirements:

1	Provide the ability to create and manage a classroom
2	Provide the ability to monitor students’ screens remotely and help keep them on task
3	Offer the ability to share the instructor screen with each student device to promote effective learning
4	Provide teachers with student device management features such as muting devices or locking/blanking device screens to better focus their attention to the front of the classroom
5	Provide web-based training/tutorials for teachers and leaders on device management features
6	Encourage participation through features like polling
7	Can integrate with our Student Information System, to import class rosters

**C.5g. Device Cases** (CLINs 007.20/007.21): Contractors must include descriptive literature (see SECTION L.19) to show that the offered product meets the salient characteristics below.

<b>1</b>	<b>Case passes military grade 4’ drop testing (MIL-STD 810G)</b>
<b>2</b>	Hard-molded tray
<b>3</b>	Advanced corner protection with shock-absorbent TPU
<b>4</b>	Full access to camera and ports

**C.5.1 CONTRACTOR REQUIREMENTS & QUALIFICATIONS**

**C.5.1.1** The Contractor shall provide a bid submission that addresses the following qualifications or skills and complete & return the Contractor Qualifications Chart (*Section C.5.1.6*).

**C.5.1.2** The Contractor shall demonstrate knowledge, initiative and resourcefulness in the effective deployment, communication, and project management capabilities to necessitate the success of this initiative.

**C.5.1.3** The Contractor shall:

- a. Employ qualified, technical experts comfortable working with a variety of priorities and personnel.
- b. Proof of experience via contracts of \$250k or greater for comparable scopes of work.
- c. Have access to adequate financing to provide the equipment and services set forth in the solicitation via a proposal which addresses capabilities and complete the qualifications chart (Sec. C.5.16).
- d. Resolve technical difficulties that arise during production/deployment in a professional, expeditious manner.

**C.5.1.4** The Contractor shall provide proof via resumes for at least two key personnel who meet the below requirements:

- Manufacturer’s certification: Contractor shall yield certification from the manufacturer, stating that the company is an authorized representative of the manufacturer.
- Experienced technicians to perform all related services.

**C.5.1.5** The Contractor shall be highly organized; comfortable working with multiple simultaneous priorities / projects.

**C.5.1.6** Contractor shall include the chart below and attach additional information where applicable:

<b>CONTRACTOR QUALIFICATIONS CHART</b>				
<b>Item No.</b>	<b>REQUIREMENT</b>	<b>YEARS</b>	<b>TYPE</b>	<b>EXPERIENCE? (Y/N) Attach Proof</b>
01	Experience in device deployment (as	4 years	Resume/Previous	

	defined in Section C.5.d), asset management and tracking		Contracts	
02	Manufacturer Certification	N/A	Certification	
04	Knowledge of all phases of computing imaging, troubleshooting and deployment services	5 years	Resume/Previous Contracts/Certifications	
05	Proof of previous or existing contracts above \$100k		Resume/Previous Contracts	

**C.5.9 DCPS RESPONSIBILITIES**

**C.5.9.1** The following requirements apply to DCPS receipt of computing device and services from the Contractor.

DCPS shall:

- a. Clearly communicate the delivery timelines of computing devices.
- b. Utilize a tiered ticketing system to place and assign devices for technical support or maintenance services to school locations in the required time frames.
- c. Provide device asset tags.
- d. Cooperate with Contractors on the deployment of devices, software deployment to the best of its ability.
- e. Understand there is a reasonable delay period when troubleshooting technical failures on a computing device or within software which will serve as a classroom solution.

**SECTION D: PACKAGING AND MARKING**

**D.1** The packaging and marking requirements for this solicitation 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, dated July 2010. (Attachment J.1)

**SECTION E: INSPECTION AND ACCEPTANCE**

**E.1** The inspection and acceptance requirements for this procurement shall be governed by clause number five (5) Inspection of Supplies, and section six (6) Inspection of Services, of the Government of the District of Columbia’s Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.

**E.2** Delivery information is as follows:

District of Columbia Public Schools Warehouse  
 Attn: Roger Asterilla  
 2000 Adams Place, NE  
 Washington, D.C. 20018

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

**F.1 TERM OF CONTRACT**

The term of the contract shall be from October 1, 2019 until September 30, 2022 for the base term of this contract.

**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 a one (1) option term of 3 consecutive 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 six (6) 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 in accordance with the following:

Item No.	CLIN	Deliverable	QTY	Format/Method of Delivery	Due Date
01	001.20 002.20 005.20 007.20	Computers, carts, cases (optional) delivered to the designated DCPS location	1	<a href="mailto:Dcps.tech@dc.gov">Dcps.tech@dc.gov</a>	Within 10 weeks of contract award
02	003.20	Deployment complete and inventory submitted	1	<a href="mailto:Dcps.tech@dc.gov">Dcps.tech@dc.gov</a>	December 23, 2019
03	001.20 005.20	Any computers or carts delivered DOA resolved	1	<a href="mailto:Dcps.tech@dc.gov">Dcps.tech@dc.gov</a>	Within one (1) month of deployment deadline
04	001.20	Shipping label for asset tags (C.5a.4)	1	<a href="mailto:Dcps.tech@dc.gov">Dcps.tech@dc.gov</a>	Within one week of award

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05	001.20 006.20	Classroom Management Solution	1	<a href="mailto:Dcps.tech@dc.gov">Dcps.tech@dc.gov</a>	Upon completion of imaging
06		RESERVED			
07	009	Weekly Status Report: Quality Assurance, Deployment and Progress Review	4	<a href="mailto:Dcps.tech@dc.gov">Dcps.tech@dc.gov</a>	Weekly basis following issuance of PO
08	001.21 002.21 005.21 007.21	Computers, carts, cases (optional) delivered to the designated DCPS location	1	<a href="mailto:Dcps.tech@dc.gov">Dcps.tech@dc.gov</a>	June 1, 2020
09	003.21	Deployment complete and inventory submitted	1	<a href="mailto:Dcps.tech@dc.gov">Dcps.tech@dc.gov</a>	July 30, 2020
10	001.21 005.21	Any computers or carts delivered DOA resolved	1	<a href="mailto:Dcps.tech@dc.gov">Dcps.tech@dc.gov</a>	Within one (1) month of deployment deadline
11	001.21 006.21	Classroom Management Solution	1	<a href="mailto:Dcps.tech@dc.gov">Dcps.tech@dc.gov</a>	Upon completion of imaging

**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**

**G1 INVOICE PAYMENT**

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

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

**G2 INVOICE SUBMITTAL**

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

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

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

**G3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G31** 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.

**G32** 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.

**G4 PAYMENT**

Refer to the Price Schedule in Section B of the solicitation. Leasing terms will include annual payments on a monthly basis, but leasing terms will include all negotiated terms of payment/cost associated with this procurement.

**G5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G51** 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.

**G52** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G53** 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).”

**G6 THE QUICK PAYMENT CLAUSE**

**G6.1 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% 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;

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- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> 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% 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> 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 §





## **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:

Candace Butler  
Chief Procurement Officer  
Office of Contracts and  
Acquisitions District of  
Columbia Public Schools 1200  
First Street NE, 9th Floor  
Washington, DC 20002  
Email address: [candace.butler@dc.gov](mailto:candace.butler@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)**

- G91** 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.

**G92** The address and telephone number of the CA is:

Kelly Hart  
Division of Information  
Technology Office of the Chief  
Operating Officer 1200 First  
Street, NE  
Washington, DC 20002  
[Kelly.Hart2@dc.gov](mailto:Kelly.Hart2@dc.gov)

**G93** 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.

**G94** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

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

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

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

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

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

## **H.2 DEPARTMENT OF LABOR WAGEDETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2015-4282 Rev. No.: 13 dated 04/25/2019, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with clause 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

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

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

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

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

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

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

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

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

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

(f) Take adverse action against an employee who has been absent from work as a result

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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**

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

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

- H.5.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).
- H.5.2** The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service'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 PURCHASES OF IT HARDWARE AND EQUIPMENT**

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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.

### **H.7 RESERVED**

### **H.8 SUBCONTRACTING REQUIREMENTS**

#### **H.8.1 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

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the Commission on Human Rights may impose monetary penalties against the Contractor.

## **H.11 DISTRICT RESPONSIBILITIES**

Please refer to Section C.5.9 of the solicitation.

## **H.12 CONTRACTOR RESPONSIBILITIES**

**H.12.1** The following information is related to the deliverables required by the contractor to perform in conjunction with Section C of this solicitation.

The Contractor shall deliver the following:

**H.12.2 Contract Management Plan** – The Contractor shall prepare draft and final Contract Management Plan specifying the tasks, sub tasks, and approaches to be used to provide the services and products specified including the deliverable documents, analyses, and reports necessary to fulfill the requirements of this SOW. This Plan shall be delivered in draft not later than one week following the award of the Contract.

**H.12.3 Quality Control Plan** – The Contractor shall prepare draft and final versions of a Quality Control Plan specifying the tasks, sub tasks, and approaches to be used to ensure adequate quality and integrity of work developed. This Plan shall be delivered in draft not later than one week following the approval of the Contract Management Plan.

**H.12.4 Program and Project Plans** – The Contractor shall prepare draft and final versions of specific Program and Project Plans when necessary or as directed that are appropriate for the size and scale of technical efforts being undertaken. These plans shall specify the tasks, sub tasks, dependencies, resource requirements, schedules, and milestone dates required to complete specific technical programs or projects. When approved by the Director, these plans shall be used to monitor, control, and report progress, issues, and resource expenditures. These plans shall be updated as required and approved by the Director as required to maintain currency with project objectives, activities, and direction.

**H.12.5 Weekly Contract Status and Progress Review** – The Contractor shall participate in weekly management review meetings and be prepared to present and discuss the following:

- a. Activities planned for the week;
- b. Work and deliverables completed during the period;
- c. Status of ongoing activities;
- d. Activities planned for the following period;

- e. Problems or issues projected or identified;
- f. Alternatives and/or recommended solution(s) for identified or projected problems or issues; and
- g. Known or projected resource (staff and funding) and schedule impacts.

**H.12.6 Quarterly Status and Progress Summary Report** – The Contractor shall prepare and submit draft and final *Quarterly Status and Progress Summary Reports*. Draft reports shall be forwarded to the Director by the 10th calendar day of every fourth month following the reporting period. In addition, this *Report* shall be presented to the enterprise system project managers for discussion, if requested by the Director. A final report shall be submitted five days after receipt of District comments.

**H.12.6.1** This *Report* and presentation may be delivered in conjunction with the presentation of the Contractor’s *Weekly Contract Status and Progress Review*. This *Report* shall be a compilation of weekly management issues and meetings during the month reported and in sufficient detail to ensure understanding of performance progress and issues.

**H.12.6.2** The delivered *Reports* must be suitable for forwarding to executive management. The format and content of the *Report* shall include the following:

- a. Activities planned for the reporting period;
- b. Work and deliverables completed during reporting period;
- c. Status of ongoing activities including percentage of completion;
- d. Activities planned for the following reporting period;
- e. Planned travel during the following reporting period;
- f. Problems or issues projected or identified;
- g. Alternatives and/or recommended solution(s) for identified or projected problems or issues;
- h. Known or projected resources (staff and funding) and schedule impacts; and
- i. Status of project funds including monthly and total expenditures and funds remaining;
- j. Summary of tasks performed under section 4.2 of the Statement of Work (Attachment J10).

**H.12.7 Other Deliverables** – The Contractor shall prepare and submit draft and final copies of other deliverable analysis, evaluation, review, and report products necessary to meet the requirements of technical tasks and activities performed in the provision of the Statement of Work (Attachment J.10). All written deliverable products shall be delivered in electronic draft format for District review and comment. Final copies shall be delivered in five (5) working days after receipt of District comments.

**H.12.8** Final Contract Report - The Contractor shall provide a final report to the Director at the conclusion of the period of performance. This report shall summarize objectives achieved, significant issues, problems, and recommendations to improve the process in the future.

## **SECTION I: CONTRACT CLAUSES**

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

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

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

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

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

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

### **I.4 TIME**

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

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

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

#### **A. Definitions**

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

components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

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

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

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

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

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

**D. Subcontractor Rights**

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

**E. Source Code Escrow**

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

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

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

**F. Indemnification and Limitation of Liability**

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

**I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

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

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any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

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

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. Employer’s Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer’s liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation



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endorsement for the benefit of Government of the District of Columbia.

5. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable.
6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor’s umbrella or excess liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.
  - i. 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.
  - ii. 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.**
  - iii. 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.
  - iv. 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.
  - v. 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.
  - vi. 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.

- vii. **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.

**b. 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.

**c. ORDER OF PRECEDENCE**

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

**ORDER OF PRECEDENCE**

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

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

**d. DISPUTES**

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

**14. Disputes**

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

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

- (1) All claims by a Contractor against the District arising under or relating to a contract

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shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

- (i) A description of the claim and the amount in dispute;
  - (ii) Data or other information in support of the claim;
  - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
  - (iii) The Contractor's request for relief or other action by the CO.
- (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (4) The CO's written decision shall do the following:
  - (i) Provide a description of the claim or dispute;
  - (ii) Refer to the pertinent contract terms;
  - (iii) State the factual areas of agreement and disagreement;
  - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (vi) Indicate that the written document is the CO's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (7) Pending final decision of an appeal, action, or final settlement, the Contractor

shall proceed diligently with performance of the contract in accordance with the decision of the CO.

- (b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract

terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
  - (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
    - (i) Provide a description of the claim or dispute;
    - (ii) Refer to the pertinent contract terms;
    - (iii) State the factual areas of agreement and disagreement;
    - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
    - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
    - (vi) Indicate that the written document is the CO's final decision; and
    - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
  - (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
  - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
  - (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
  - (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.

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

**e. COST AND PRICING DATA**

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

**SECTION J: ATTACHMENTS**

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

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.2</b>	U.S. Department of Labor Wage Determination 2015-4282 Rev. No.: 13 dated 04/25/2019
<b>J.3</b>	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85
<b>J.4</b>	Department of Employment Services First Source Employment Agreement
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.7</b>	Bidder/Offeror Certification available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.8</b>	Subcontracting Plan (if required by law) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.9</b>	First Source Initial Employment Plan (if contract is \$300,000 or more) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.10</b>	Statement of Work & Appendix of DCPS School Locations

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

### **K.1 WALSH-HEALEY ACT**

- (a) **Minimum wages to be paid.** All individuals employed by the contractor in the manufacture or furnishing of materials, supplies, articles, or equipment under the contract will be paid, without subsequent deduction or rebate on any account, not less than the prevailing minimum wages, as determined by the Secretary of Labor, for individuals employed in similar work or in the particular or similar industries or groups of industries currently operating in the locality in which the materials, supplies, articles, or equipment are to be manufactured or furnished under the contract, except that this paragraph applies only to purchases or contracts relating to industries that have been the subject matter of a determination by the Secretary of Labor.
- (b) **Maximum number of hours to be worked in a week.** No individual employed by the contractor in the manufacture or furnishing of materials, supplies, articles, or equipment under the contract shall be permitted to work in excess of 40 hours in any one week, except that this paragraph does not apply to an employer who has entered into an agreement with employees pursuant to paragraph (1) or (2) of section 7(b) of the Fair Labor Standards Act of 1938 ([29 U.S.C. 207\(b\)\(1\)](#) or (2)).
- (c) **Ineligible employees.** No individual under 16 years of age and no incarcerated individual will be employed by the contractor in the manufacture or furnishing of materials, supplies, articles, or equipment under the contract, except that this section, or other law or executive order containing similar prohibitions against the purchase of goods by the federal government, does not apply to convict labor that satisfies the conditions of [section 1761\(c\) of title 18](#).
- (d) **Standards of places and working conditions where contract performed.** No part of the contract will be performed, and no materials, supplies, articles, or equipment will be manufactured or fabricated under the contract, in plants, factories, buildings, or surroundings, or under working conditions, that are unsanitary, hazardous, or dangerous to the health and safety of employees engaged in the performance of the contract. Compliance with the safety, sanitary, and factory inspection laws of the District or state in which the work or part of the work is to be performed is prima facie evidence of compliance with this paragraph.

### **K.2 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE**

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

### **K.3 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** This solicitation will be conducted electronically using the email. To be considered, a bidder must submit its bid via email before the closing date and time. Paper, telephonic, telegraphic, and facsimile bids may not be accepted.

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

**L.2.2** The District will reject as non-responsive any bid that fails to conform in any material respect to the IFB.

**L.2.3** Bidders shall make no changes to the requirements set forth in the solicitation.

**L.2.4** The District will reject as non-responsive any bid that fails to include a subcontracting plan that is required by law.

**L.2.5** 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.2.6** 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. In addition, must submit the qualifications table included in Section C.5.1.6 of this solicitation and appropriately numbered attachments.

### **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**

Bids must be submitted via email to [Shaunte.chacon@dc.gov](mailto:Shaunte.chacon@dc.gov) and copy [Candace.Butler@dc.gov](mailto:Candace.Butler@dc.gov) no later than July 9, 2019 at 3:00 PM EST.

**L.5 WITHDRAWAL OR MODIFICATION OF BIDS**

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

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

**L.6.1 Late Submissions**

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

**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](mailto:Shaunte.Chacon@dc.gov). The prospective bidder should submit questions no later than 8 days prior to the closing date and time indicated for this solicitation (*Section L.4*). The District may not consider any questions received less than 8 days before the date set for submission of bids. The District will furnish responses via email to all bidders no later than 8 days prior to bid closing date and time indicated in this solicitation. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

## **L.9 BID PROTESTS**

Any actual or prospective bidder or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

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

The bidder shall acknowledge receipt of any amendment to this solicitation electronically via email. 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 (*this information is determined by the contracting officer*).

**L.14 CERTIFICATES OF INSURANCE**

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

**L.15 GENERAL STANDARDS OF RESPONSIBILITY**

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

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, , D.C. Official Code § 2-219.01 *et seq.*, as amended;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;

- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

**L.15.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or 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.

### **L.16 Pre-Bid Conference**

A pre-bid conference will be held on Thursday, June 27 at 1:00 PM. All contractors are welcome to attend either in person or via conference call (upon request in advance). The conference will be held at the following address:

District of Columbia Public Schools  
1200 First Street, NE  
Conference Room 960  
Washington, D.C. 20002

Prospective Contractors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structure and formal opportunity for the District to accept questions from the Contractor(s) on the solicitation document as well as to clarify the contents of the solicitation. Attending Contractor(s) 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-bid conference are only intended for general discussion and do not represent DCPS' final position. Written questions can be submitted at the pre-bid conference on June 27, 2019. All questions must be submitted to the Contract Specialist via email at [Shaunte.chacon@dc.gov](mailto:Shaunte.chacon@dc.gov) no later than July 1, 2019 by 3:00 PM EST. Official answers will be provided in writing to all prospective Contractor(s) who are listed on the official sign-in sheet at the pre-proposal conference as having received a copy of the solicitation. Answers and amendments will be posted on the DCPS website at [www.dcps.dc.gov](http://www.dcps.dc.gov).

### **L.17 BID SAMPLES – CLASSROOM SOFTWARE DEMO**

**L.17.1** Bid samples, a video demonstration of the classroom software, must be furnished as part of the bid and must be received by the time specified for receipt of bids. Failure to furnish samples on time will require rejection of the bid, except that a late sample sent by mail/electronic may be

considered under the Late Submissions, Late Modification, and Late Withdrawals section of this solicitation.

- L.17.2** Bid samples will be evaluated to determine compliance with the characteristics listed in Section C.5.f. Failure of these samples to conform to the required characteristics will require rejection of the bid.
- L.17.3** Unless otherwise specified in the solicitation, bid samples shall be submitted at no expense to the District. Bid samples shall be supplied as a web address/hyperlink or jump drive and will be returned to the bidder and at its sole expense, please provide detailed shipping instructions for the samples return.
- L.17.4** At the discretion of the CO, the requirement for furnishing bid samples may be waived for a bidder if the bid states that the offered product is the same as a product furnished by the bidder in connection with a previous contract.

**L.18 BRAND NAME OR EQUAL**

- L.18.2** As used in this clause, the term “brand name” includes identification of products by make and model.
- L.18.3** If items called for by this IFB have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the District to be equal in all material respects to the brand name products referenced in the IFB.
- L.18.4** Unless the bidder clearly indicates in his bid that he is offering an “equal” product, his bid shall be considered as offering a brand name product referenced in the IFB.
- L.18.5** If the bidder proposes to furnish an “equal” product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the IFB, or such product shall be otherwise clearly identified in the bid.
- L.18.6** The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the purchasing authority. **CAUTION TO BIDDERS:** The District is not responsible for locating or securing any information which is not identified in the bid and not reasonably available to the District.
- L.18.7** Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the District to (i) determine the product offered meets the requirements of the IFB, and (ii) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchasing by making an award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the District.

**L.18.8** If the bidder proposes to modify a product so as to make it conform to the requirements of the IFB, it shall (i) include in its bid a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.

**L.18.9** Modifications proposed after bid opening to make a product conform to a brand name product referenced in the IFB will not be considered.

## **L.19 REQUIREMENT FOR DESCRIPTIVE LITERATURE**

**L.19.1** Descriptive literature must be furnished as a part of a bid and must be received before the time set for opening bids. The literature furnished must be identified to show the items in the bid to which it pertains. The descriptive literature is required to establish, for the purpose of bid evaluation and award, details of the products the bidder proposes to furnish as to design, material, quality, construction, and performance characteristics.

**L.19.2** Failure of descriptive literature to show that the product offered conforms to the specifications and other requirements of this invitation for bids may require rejection of the bid. Failure to furnish the descriptive literature by the time and date set for receipt of bids will require rejection of the bid, except that if the materials are transmitted by mail and received late, it may be considered under the provision for considering late bids, as set forth elsewhere in this invitation for bids. The CO may waive the requirement for furnishing descriptive literature if either of the following occurs:

- A. Bidder states in the bid that the product being offered is the same as a product previously or currently being furnished to the District; or
- B. The CO, on advice of technical personnel determines that the product offered by the bidder complies with the specification requirements of the current invitation for bids.

## **SECTION M: EVALUATION FACTORS**

### **M.1. Preferences for Certified Business Enterprises**

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

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

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

**M.1.1.1** A small business enterprise certified by the DSLBD will receive a three percent (3%)

reduction in the bid price.

**M.1.1.2** A resident-owned business certified by DSLBD will receive a five percent (5%) reduction in the bid price.

**M.1.1.3** A longtime resident business certified by DSLBD will receive a ten percent (10%) reduction in the bid price.

**M.1.1.4** A local business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

**L.1.1.5** A local business enterprise with its principal offices located in an enterprise zone certified by DSLBD will receive a two percent (2%) reduction in the bid price.

**M.1.1.6** A disadvantaged business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

**M.1.1.7** A veteran-owned business certified by DSLBD will receive a two percent (2%) reduction in the bid price.

**M.1.1.8** A local manufacturing business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

**M.1.2 Maximum Preference Awarded**

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

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

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

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

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

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

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

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

**M.2 EVALUATION OF OPTION YEARS**

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