



<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption Basic Maintenance of Internal Connections		Pages 1 88		
2. Contract Number		3. Solicitation Number GAGA-2016-I-0051		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 3/24/2016	
				6. Type of Market <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 Office of Contracts and Acquisitions 1200 1st St., N.E., 9th Floor Washington, DC 20002				8. Address Offer to: Office of Contracting and Acquisitions 1200 First Street, NE 9th Floor, Suite 901 Washington, DC 20002			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in original and 7 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 1200 1st Street, 9th Floor, N.E., Washington, DC 20002 until 5:00 PM ET local time 21-Apr-16 (Hour) (Date) 1,							
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 Gwendolyn Walters		B. Telephone (Area Code) 202 (Number) 442 (Ext) 5120		C. E-mail Address <a href="mailto:Gwendolyn.Walters@dc.gov">Gwendolyn.Walters@dc.gov</a>	
11. Table of Contents							
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<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %	
		_____ Calendar days %					
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date	
15A. Name and Address of Offeror		16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print) Glorious Baxemore		23. Signature of Contracting Officer (District of Columbia)				24. Award Date	
 Government of the District of Columbia		 Office of Contracting & Procurement					



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

## SOLICITATION GAGA-2016-I-0051

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

#### **B.1 INTRODUCTION**

The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the Division of Technology Initiatives in the Office of the Chief Operating Officer (OCOO) is seeking a Contractor to provide Maintenance of Internal Connections within the District of Columbia Public Schools.

Equipment includes but is not limited to firewalls, routers, switches, wireless access points, software and telecommunication equipment.

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

#### **B.2 CONTRACT TYPE**

##### **B.2.1**

DCPS contemplates awards of a firm fixed price requirements 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.

##### **B.2.3**

The award will be made according to the Price Schedule set forth in Section B7 thru B.7.4 of this solicitation.

##### **B.2.4**

The Contractor(s) bid submission shall include the Price Schedule set forth in Section B7 thru B.7.4.

**B.3**

The Period of Performance (POP) under this Contract resulting from this Solicitation shall be for a Base Year and four-option years. DCPS is providing the timelines associated with the base year and each option year.

CONTRACT YEAR	TIMELINES
Base Year	July 29,2016 – June 30, 2017
Option Year One	July 1,2017 – June 30, 2018
Option Year Two	July 1, 2018 – June 30, 2019
Option Year Three	July 1 ,2019 – June 30, 2020
Option Year Four	July 1, 2020 – June 30, 2021

**B.4 PRICE SCHEDULE / COST SCHEDULE****B.4.1**

The Contractor(s) shall provide firm fixed unit pricing for each Contract Line Item Number (CLIN) for the base year and subsequent option years.

**B.4.2**

The estimated quantity associated with each CLIN is listed under the Price Schedule Section B.7 thru B.7.4. Title: PRICE SCHEDULE DIVISION OF TECHNOLOGY INITIATIVES EQUIPMENT LIST For Basic Maintenance of Internal Connections.

**B.4.3**

The serial numbers for each piece of equipment associated with the CLIN'S is listed in Attachment J.9.

**B.4.4**

Pricing for the Price Schedule Section B.7 thru B.7.4 shall be submitted as part of the Contractor(s) bid **under a separate cover labeled GAGA-2016-I-0051 Basic Maintenance of Internal Connections.**

**B.4.5**

The quantities provided in the Price Schedule Section B.7 thru B.7.4 i are projections based on 2016 year-to-date data. DCPS does not guarantee the actual quantities of equipment in the option years. The actual quantities of equipment in the option years will depend on an assessment of the equipment prior to exercising each option year.

**B.5**

**The Contractor's bid shall include the following itemized details. The itemized details shall be submitted as part of the Contractor(s) BID under a separate cover labeled GAGA-2016-I-0051 Itemized Cost for Basic Maintenance of Internal Connections.**

The Contractor's firm fixed bid shall include the following:

- Rates for emergency requests.
- Network Maintenance which includes maintenance of the network server(s), network operating system including software updates, router(s), hubs, switches, firewalls, and all other LAN components required the network to function. Maintenance bids need to be as detailed as possible
- Installation/configuration, maintenance/warranty, travel, per diem and delivery charges as individual line items with the associated service.
- A supporting schedule for maintenance and/or installation.
- Anticipated pricing changes for future maintenance purchases.
- At least equivalent to 10% of the replacement cost for the equipment and components identified in the Price Schedule Section B.7 thru B.7.4, based on the anticipated repair/replacement history.
- Any non-recurring costs that may be required. Any such costs not included in the quote will be the responsibility of the service provider.

## **B.6 PRICE SCHEDULE FOR BASE YEAR REQUIREMENTS AND OPTION YEARS ONE THROUGH FOUR**

### **B.6.1**

The Contractor(s) shall include pricing for each of the CLIN'S for base year and options year one through four.

### **B.6.2**

The base year contract shall commence on the 29th day of July 2016 until June 30, 2017. Option year one and each option year thereof shall commence on the first day of July each option year. During the option years, the contract shall remain in effect for twelve (12) months. The products list incorporated as attachment previously have had different start/expiration dates for maintenance. For administrative purposes, the District requires that all products be aligned with an annual maintenance program that will begin July 29, 2016, where applicable, and be effective through June 30, 2017

**B.7 PRICE SCHEDULE (BASE YEAR JULY 29, 2016 THRU JUNE 30, 2017)**

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
1.11	AIR-AP1131AG-A-K9	Aironet 1131G PoE Access Point - 2.4 GHz - 54 Mbps - Wi-Fi	Wireless Access Points	1	EA	\$ _____	\$ _____
1.22	AIR-CAP3602I-A-K9	Aironet 3602I Wireless Access Point	Wireless Access Points	1350	EA	\$ _____	\$ _____
11.3	AIR-CAP3702I-ABULK	Aironet 3702i Controller-based PoE+ Access Point - 2.4/5 GHz - 1.3 Gbps - Wi-Fi	Wireless Access Points	1530	EA	\$ _____	\$ _____
1.44	AIR-CT5760-100-K9	5700 Series Wireless Controller for up to 100 Access Points	Wireless Controllers	2	EA	\$ _____	\$ _____
1.55	AIR-CT5760-25-K9	5700 Series Wireless Controller for up to 100 Access Points	Wireless Controllers	4	EA	\$ _____	\$ _____
11.6	AIR-CT8510-300-K9	AIR-CT8510-300-K9 8510 Wireless LAN Controller	Wireless Controllers	1	EA	\$ _____	\$ _____
11.7	ATA187-I1-A=	ATA 187 VoIP Adapter	Adapter	20	EA	\$ _____	\$ _____
11.8	C3845-VSEC/K9	3845 Voice Security Bundle Router - Modular - Voice/fax Module - Gigabit Ethernet	Routers	20	EA	\$ _____	\$ _____
1.9	C3945E-CME-SRST/K9	3945 Voice Bundle Router - Modular - Voice/fax Module - Gigabit Ethernet	Routers	38	EA	\$ _____	\$ _____
1.10	Cat 4503	Catalyst 4503-E Switch	Switches	1	EA	\$ _____	\$ _____
1.11	Catalyst 356048 PS	Catalyst 3560-48PS Switch	Switches	1	EA	\$ _____	\$ _____
1.12	Catalyst 3560X 24 PoE	Catalyst 3560-X WS-C3560X-24P-L POE Ethernet Switch - 24 Port - 2 Slot	Switches	8	EA	\$ _____	\$ _____
1.13	Catalyst 3560X 48 PoE	Catalyst 3560X-48P-S Switch	Switches	16	EA	\$ _____	\$ _____
1.14	Catalyst 37xx Stack	Catalyst 3750 stackable switches	Switches	4	EA	\$ _____	\$ _____

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
1.15	CCX-85-CMBUNDLE-K9	Unified CCX 8.5 Enhanced 5 Seat Bundle	Software	1	EA	\$ _____	\$ _____
1.16		Catalyst 3850-48P-S Managed L3 Switch - 48 PoE+ Ethernet Ports	Switches	39	EA	\$ _____	\$ _____
1.17	3400 24TSD	ME 3400-24TS Managed L3 Switch - 24 Ethernet Ports & 2 SFP Ports	Switches	36	EA	\$ _____	\$ _____
1.18	3845	3845 Router - Modular - Gigabit Ethernet	Routers	6	EA	\$ _____	\$ _____
1.19	3945K9	3945E Router - Modular - Gigabit Ethernet	Routers	12	EA	\$ _____	\$ _____
1.20	3945SPE250	3945E Router - Modular - Gigabit Ethernet	Routers	31	EA	\$ _____	\$ _____
1.21	Catalyst 29xxStack	Catalyst 3750X-48T-S Managed Switch - 48 Ethernet Ports	Switches	1	EA	\$ _____	\$ _____
1.22	Catalyst 3560-G24PS	Catalyst 3560G-24PS Switch	Switches	15	EA	\$ _____	\$ _____
1.23	Catalyst 3560-G48PS	Catalyst 3560X-48PF-S Managed Switch - 48 PoE Ethernet Ports	Switches	2	EA	\$ _____	\$ _____
1.24	Catalyst 4500 L3	Catalyst 4500-X Managed L3 Switch - 40 10-Gigabit SFP+ Ports	Switches	0	EA	\$ _____	\$ _____
1.25	Catalyst 4503-E	Catalyst 3560CX-12TC-S Managed Switch - 12 Ethernet Ports	Switches	5	EA	\$ _____	\$ _____
1.26	Catalyst 4506-E	Catalyst 4506-E Managed Switch - 96 Ethernet Ports & 2 X2 Ports	Switches	26	EA	\$ _____	\$ _____
1.27	Catalyst 4507R-E	R-E Switch	Switches	3	EA	\$ _____	\$ _____
1.28	Catalyst 4510R+E		Switches	68	EA	\$ _____	\$ _____
1.29	Catalyst 4510R-E		Switches	3	EA	\$ _____	\$ _____
1.30	Catalyst 6506		Switches	2	EA	\$ _____	\$ _____

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
1.31	ME 3400EG-12CS-M	ME 3400E Series Ethernet Access Switches	Switches	1	EA	\$ _____	\$ _____
1.32	ME3400-12CSD	ME 3400E Series Ethernet Access Switches	Switches	41	EA	\$ _____	\$ _____
1.33	ME-3600X-24FS-M	ME 3600X 24TS Managed Switch - 24 Ethernet Ports & 2 SFP+ Ports	Switches	40	EA	\$ _____	\$ _____
1.34	WS-C4507R+E	Catalyst 4510R+E Managed Switch - 96 Ethernet.	Switches	50	EA	\$ _____	\$ _____
1.35	CP-7925G-A-K9	7925G Unified Wireless IP Phone	Phone	12	EA	\$ _____	\$ _____
1.36	CP-7925G-A-K9=	7925G Unified Wireless IP Phone	Phone	4	EA	\$ _____	\$ _____
1.37	CP-7937G=	Unified IP Conference Station 7937G -	Phone	6	EA	\$ _____	\$ _____
1.38	CP-7945G=	Unified 7945G VoIP Phone - Silver/Dark Gray	Phone	267	EA	\$ _____	\$ _____
1.39	CP-7965G=	7965G Unified IP Phone	Wireless Controllers	86	EA	\$ _____	\$ _____
1.40	CP-8831-K9=	Unified IP Conference Phone 8831	Phone	8	EA	\$ _____	\$ _____
1.41	CP-8945-K9=	Unified 8945 IP video Phone	Phone	944	EA	\$ _____	\$ _____
1.42	CP-DSKCH-7925G	Unified Wireless IP Phone 7925G	Phone	12	EA	\$ _____	\$ _____
1.43	CTS-MX700D-2CAM-K9	TelePresence MX700 Video conferencing kit	Phone	1	EA	\$ _____	\$ _____
1.44	L-ANLG-DEV-UWL	CUWL Licenses for Analog and Public devices	License	1	EA	\$ _____	\$ _____
1.45		Analog, non-app device add-on for UWL					
1.46	LIC-UWL-STD1	Unified Workspace Licensing Standard Edition - license	License	1	EA	\$ _____	\$ _____
1.47	L-LIC-CT5508-25A	5500 Wireless Controller License - L-LIC-CT5508-25A	License	1	EA	\$ _____	\$ _____

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
1.48	L-LIC-CT5508-50A	50 AP Adder License Upgrade for 5508	License	1	EA	\$ _____	\$ _____
1.49	L-LIC-CTIOS-1A	Catalyst 3850 AP adder license for IOS based Wireless LAN Controllers	License	701	EA	\$ _____	\$ _____
1.50	L-LIC-UWL-S-SLED-B	Unified Workspace Licensing Standard Edition	License	1	EA	\$ _____	\$ _____
1.51	L-MSE-7.0-K9	Mobility Services Engine Virtual Appliance	Software	1	EA	\$ _____	\$ _____
1.52	L-NCS-1.0-1K-ADD	WLAN Management Software Home	Software	1	EA	\$ _____	\$ _____
1.53	L-NCS-1.0-5K	Prime NCS SOFTWARE AND License	Software	1	EA	\$ _____	\$ _____
1.54	L-PI2X-AS-5K	Prime Infrastructure 2.x - Lifecycle - 2500 Device License.	Software	1	EA	\$ _____	\$ _____
1.55	L-PI2X-BASE	Prime Infrastructure 2.0 Software. L-PI2X-BASE	Software	1	EA	\$ _____	\$ _____
1.56	L-PI2X-LF-2.5K	Prime Infrastructure 2.x - Lifecycle - 2500 Device License. L-PI2X-LF-5K	Software	1	EA	\$ _____	\$ _____
1.57	ME-3400G-12CS-D	ME-3400G-12CS-D Ethernet Access Switch	Switches	5	EA	\$ _____	\$ _____
1.58	R-PI21-SW-K9	Prime Infrastructure 2.1 Software. L-PI2X-BASE. Prime Infrastructure 2.x Base License	Software	1	EA	\$ _____	\$ _____
1.59	VG224	VG224 24 Port Voice over IP Analog	Phone	25	EA	\$ _____	\$ _____
1.60	WS-C3560-24PS-E	Catalyst 3560-24PS Managed L3 Switch - 24 PoE	Switches	18	EA	\$ _____	\$ _____
1.61	WS-C3560-48PS-E	Catalyst 3560-48PS Managed Switch - 48 PoE Ethernet Ports & 4 SFP Ports	Switches	27	EA	\$ _____	\$ _____
1.62	WS-C3560-48PS-S	Catalyst 3560 48 Port Switch POE - WS-C3560-48PS-S	Switches	2	EA	\$ _____	\$ _____



Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
1.63	WS-C3560G-24PS-S	Catalyst 3560-24PS: 24 Ethernet 10/100 ports with PoE	Switches	1	EA	\$ _____	\$ _____
1.64	WS-C3560V2-48PS-E	Catalyst 3560V2 PoE 48 Port Switch	Switches	2	EA	\$ _____	\$ _____
1.65	WS-C3560X-24P-S	3560/3560X Gigabit Switch 24 Port	Switches	10	EA	\$ _____	\$ _____
1.66	WS-C3560X-48P-L	Catalyst 3560X-48T-L - switch - 48 ports	Switches	50	EA	\$ _____	\$ _____
1.67	WS-C3650-48FD-S	Catalyst 3650-48FD-S - switch - 48 ports - managed	Switches	27	EA	\$ _____	\$ _____
1.68	WS-C3750X-12S-S	WS-C3750X-12S-S 3750X Series Catalyst Switch	Switches	3	EA	\$ _____	\$ _____
1.69	WS-C3750X-48PF-S	Catalyst 3750X-48PF-S 48-Port Gigabit Ethernet Switch	Switches	1	EA	\$ _____	\$ _____
1.70	WS-C3750X-48P-S	Catalyst 3750X-48P-S 48-Port Gigabit Ethernet Switch. Systems	Switches	3	EA	\$ _____	\$ _____
1.71	WS-C3850-48F-S	Catalyst 3850-48F-S Managed L3 Switch - 48 PoE+ Ethernet Ports	Switches	30	EA	\$ _____	\$ _____
1.72	WS-C3850-48P	Catalyst 3850-48T-S Managed L3 Switch - 48 Ethernet Ports	Switches	3	EA	\$ _____	\$ _____
1.73	WS-C4503-E	Catalyst WS C4506-E Chassis	Switches	7	EA	\$ _____	\$ _____
1.74	WS-C4506-E	Catalyst WS C4506-E Chassis	Switches	13	EA	\$ _____	\$ _____
1.75	WS-C4507R+E	Catalyst WS C4506-E Chassis	Switches	68	EA	\$ _____	\$ _____
1.76	WS-C4507R-E	Catalyst WS-C4503-E Chassis	Switches	3	EA	\$ _____	\$ _____
1.77	WS-C4507RE+96V+	Catalyst WS-C4503-E Chassis	Switches	1	EA	\$ _____	\$ _____
1.78	WS-C4510R+E	Catalyst WS C4506-E Chassis	Switches	60	EA	\$ _____	\$ _____
1.79	WS-C4510R+E=	Catalyst WS-C4503-E Chassis	Switches	2	EA	\$ _____	\$ _____
1.80	WS-C4510R-E	WS-C4510R-E 4500 Switch	Switches	5	EA	\$ _____	\$ _____
1.81	WS-C6509-V-E	Catalyst 6509-V-E Switch	Switches	2	EA	\$ _____	\$ _____

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
1.82	WS-SVC-WISM-1-K9	Wireless Services Module (WiSM) WS-SVC-WISM-1-K9 Controller Firmware Storage	Wireless Controllers	8	EA	\$ _____	\$ _____
1.83	WS-SVC-WISM-1-K9=	Wireless Services Module (WiSM) WS-SVC-WISM-1-K9 Controller Firmware Storage	Wireless Controllers	1	EA	\$ _____	\$ _____
1.84	WS-SVC-WISM2-K-K9	Wireless Services Module (WiSM) WS-SVC-WISM-1-K9 Controller Firmware Storage	Wireless Controllers	8	EA	\$ _____	\$ _____
1.85	WS-SVC-WISM2-K-K9=	Wireless Services Module (WiSM) WS-SVC-WISM-1-K9 Controller Firmware Storage	Wireless Controllers	4	EA	\$ _____	\$ _____
<b>TOTAL CONTRACT AMOUNT FOR BASIC MAINTENANCE</b>							<b>\$ _____</b>

**B.7.1 PRICE SCHEDULE (OPTION YEAR ONE JULY 1, 2017 THRU JUNE 30, 2018)**

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
2.1	AIR-AP1131AG-A-K9	Aironet 1131G PoE Access Point - 2.4 GHz - 54 Mbps - Wi-Fi	Wireless Access Points	1	EA	\$ _____	\$ _____
2.2	AIR-CAP3602I-A-K9	Aironet 3602I Wireless Access Point	Wireless Access Points	1350	EA	\$ _____	\$ _____
2.3	AIR-CAP3702I-ABULK	Aironet 3702i Controller-based PoE+ Access Point - 2.4/5 GHz - 1.3 Gbps - Wi-Fi	Wireless Access Points	1530	EA	\$ _____	\$ _____
2.4	AIR-CT5760-100-K9	5700 Series Wireless Controller for up to 100 Access Points	Wireless Controllers	2	EA	\$ _____	\$ _____
2.5	AIR-CT5760-25-K9	5700 Series Wireless Controller for up to 100 Access Points	Wireless Controllers	4	EA	\$ _____	\$ _____
2.6	AIR-CT8510-300-K9	AIR-CT8510-300-K9 8510 Wireless LAN Controller	Wireless Controllers	1	EA	\$ _____	\$ _____
2.7	ATA187-I1-A=	ATA 187 VoIP Adapter	Adapter	20	EA	\$ _____	\$ _____
2.8	C3845-VSEC/K9	3845 Voice Security Bundle Router - Modular - Voice/fax Module - Gigabit Ethernet	Routers	20	EA	\$ _____	\$ _____
2.9	C3945E-CME-SRST/K9	3945 Voice Bundle Router - Modular - Voice/fax Module - Gigabit Ethernet	Routers	38	EA	\$ _____	\$ _____
2.10	Cat 4503	Catalyst 4503-E Switch	Switches	1	EA	\$ _____	\$ _____
2.11	Catalyst 356048 PS	Catalyst 3560-48PS Switch	Switches	1	EA	\$ _____	\$ _____
2.12	Catalyst 3560X 24 PoE	Catalyst 3560-X WS-C3560X-24P-L POE Ethernet Switch - 24 Port - 2 Slot	Switches	8	EA	\$ _____	\$ _____
2.13	Catalyst 3560X 48 PoE	Catalyst 3560X-48P-S Switch	Switches	16	EA	\$ _____	\$ _____
2.14	Catalyst 37xx Stack	Catalyst 3750 stackable switches	Switches	4	EA	\$ _____	\$ _____
2.15	CCX-85-CMBUNDLE-K9	Unified CCX 8.5 Enhanced 5 Seat Bundle	Software	1	EA	\$ _____	\$ _____

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
2.16		Catalyst 3850-48P-S Managed L3 Switch - 48 PoE+ Ethernet Ports	Switches	39	EA	\$ _____	\$ _____
2.17	3400 24TSD	ME 3400-24TS Managed L3 Switch - 24 Ethernet Ports & 2 SFP Ports	Switches	36	EA	\$ _____	\$ _____
2.18	3845	3845 Router - Modular - Gigabit Ethernet	Routers	6	EA	\$ _____	\$ _____
2.19	3945K9	3945E Router - Modular - Gigabit Ethernet	Routers	12	EA	\$ _____	\$ _____
2.20	3945SPE250	3945E Router - Modular - Gigabit Ethernet	Routers	31	EA	\$ _____	\$ _____
2.21	Catalyst 29xxStack	Catalyst 3750X-48T-S Managed Switch - 48 Ethernet Ports	Switches	1	EA	\$ _____	\$ _____
2.22	Catalyst 3560-G24PS	Catalyst 3560G-24PS Switch	Switches	15	EA	\$ _____	\$ _____
2.23	Catalyst 3560-G48PS	Catalyst 3560X-48PF-S Managed Switch - 48 PoE Ethernet Ports	Switches	2	EA	\$ _____	\$ _____
2.24	Catalyst 4500 L3	Catalyst 4500-X Managed L3 Switch - 40 10-Gigabit SFP+ Ports	Switches	0	EA	\$ _____	\$ _____
2.25	Catalyst 4503-E	Catalyst 3560CX-12TC-S Managed Switch - 12 Ethernet Ports	Switches	5	EA	\$ _____	\$ _____
2.26	Catalyst 4506-E	Catalyst 4506-E Managed Switch - 96 Ethernet Ports & 2 X2 Ports	Switches	26	EA	\$ _____	\$ _____
2.27	Catalyst 4507R-E	R-E Switch	Switches	3	EA	\$ _____	\$ _____
2.28	Catalyst 4510R+E		Switches	68	EA	\$ _____	\$ _____
2.29	Catalyst 4510R-E		Switches	3	EA	\$ _____	\$ _____
2.30	Catalyst 6506		Switches	2	EA	\$ _____	\$ _____

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
2.31	ME 3400EG-12CS-M	ME 3400E Series Ethernet Access Switches	Switches	1	EA	\$ _____	\$ _____
2.32	ME3400-12CSD	ME 3400E Series Ethernet Access Switches	Switches	41	EA	\$ _____	\$ _____
2.33	ME-3600X-24FS-M	ME 3600X 24TS Managed Switch - 24 Ethernet Ports & 2 SFP+ Ports	Switches	40	EA	\$ _____	\$ _____
2.34	WS-C4507R+E	Catalyst 4510R+E Managed Switch - 96 Ethernet.	Switches	50	EA	\$ _____	\$ _____
2.35	CP-7925G-A-K9	7925G Unified Wireless IP Phone	Phone	12	EA	\$ _____	\$ _____
2.36	CP-7925G-A-K9=	7925G Unified Wireless IP Phone	Phone	4	EA	\$ _____	\$ _____
2.37	CP-7937G=	Unified IP Conference Station 7937G -	Phone	6	EA	\$ _____	\$ _____
2.38	CP-7945G=	Unified 7945G VoIP Phone - Silver/Dark Gray	Phone	267	EA	\$ _____	\$ _____
2.39	CP-7965G=	7965G Unified IP Phone	Wireless Controllers	86	EA	\$ _____	\$ _____
2.40	CP-8831-K9=	Unified IP Conference Phone 8831	Phone	8	EA	\$ _____	\$ _____
2.41	CP-8945-K9=	Unified 8945 IP video Phone	Phone	944	EA	\$ _____	\$ _____
2.42	CP-DSKCH-7925G	Unified Wireless IP Phone 7925G	Phone	12	EA	\$ _____	\$ _____
2.43	CTS-MX700D-2CAM-K9	TelePresence MX700 Video conferencing kit	Phone	1	EA	\$ _____	\$ _____
2.44	L-ANLG-DEV-UWL	CUWL Licenses for Analog and Public devices	License	1	EA	\$ _____	\$ _____
2.45		Analog, non-app device add-on for UWL					
2.46	LIC-UWL-STD1	Unified Workspace Licensing Standard Edition - license	License	1	EA	\$ _____	\$ _____
2.47	L-LIC-CT5508-25A	5500 Wireless Controller License - L-LIC-CT5508-25A	License	1	EA	\$ _____	\$ _____
2.48	L-LIC-CT5508-50A	50 AP Adder License Upgrade for 5508	License	1	EA	\$ _____	\$ _____

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
2.49	L-LIC-CTIOS-1A	Catalyst 3850 AP adder license for IOS based Wireless LAN Controllers	License	701	EA	\$ _____	\$ _____
2.50	L-LIC-UWL-S-SLED-B	Unified Workspace Licensing Standard Edition	License	1	EA	\$ _____	\$ _____
2.51	L-MSE-7.0-K9	Mobility Services Engine Virtual Appliance	Software	1	EA	\$ _____	\$ _____
2.52	L-NCS-1.0-1K-ADD	WLAN Management Software Home	Software	1	EA	\$ _____	\$ _____
2.53	L-NCS-1.0-5K	Prime NCS SOFTWARE AND License	Software	1	EA	\$ _____	\$ _____
2.54	L-PI2X-AS-5K	Prime Infrastructure 2.x - Lifecycle - 2500 Device License.	Software	1	EA	\$ _____	\$ _____
2.55	L-PI2X-BASE	Prime Infrastructure 2.0 Software. L-PI2X-BASE	Software	1	EA	\$ _____	\$ _____
2.56	L-PI2X-LF-2.5K	Prime Infrastructure 2.x - Lifecycle - 2500 Device License. L-PI2X-LF-5K	Software	1	EA	\$ _____	\$ _____
2.57	ME-3400G-12CS-D	ME-3400G-12CS-D Ethernet Access Switch	Switches	5	EA	\$ _____	\$ _____
2.58	R-PI21-SW-K9	Prime Infrastructure 2.1 Software. L-PI2X-BASE. Prime Infrastructure 2.x Base License	Software	1	EA	\$ _____	\$ _____
2.59	VG224	VG224 24 Port Voice over IP Analog	Phone	25	EA	\$ _____	\$ _____
2.60	WS-C3560-24PS-E	Catalyst 3560-24PS Managed L3 Switch - 24 PoE	Switches	18	EA	\$ _____	\$ _____
2.61	WS-C3560-48PS-E	Catalyst 3560-48PS Managed Switch - 48 PoE Ethernet Ports & 4 SFP Ports	Switches	27	EA	\$ _____	\$ _____
2.62	WS-C3560-48PS-S	Catalyst 3560 48 Port Switch POE - WS-C3560-48PS-S	Switches	2	EA	\$ _____	\$ _____

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
2.63	WS-C3560G-24PS-S	Catalyst 3560-24PS: 24 Ethernet 10/100 ports with PoE	Switches	1	EA	\$ _____	\$ _____
2.64	WS-C3560V2-48PS-E	Catalyst 3560V2 PoE 48 Port Switch	Switches	2	EA	\$ _____	\$ _____
2.65	WS-C3560X-24P-S	3560/3560X Gigabit Switch 24 Port	Switches	10	EA	\$ _____	\$ _____
2.66	WS-C3560X-48P-L	Catalyst 3560X-48T-L - switch - 48 ports	Switches	50	EA	\$ _____	\$ _____
2.67	WS-C3650-48FD-S	Catalyst 3650-48FD-S - switch - 48 ports - managed	Switches	27	EA	\$ _____	\$ _____
2.68	WS-C3750X-12S-S	WS-C3750X-12S-S 3750X Series Catalyst Switch	Switches	3	EA	\$ _____	\$ _____
2.69	WS-C3750X-48PF-S	Catalyst 3750X-48PF-S 48-Port Gigabit Ethernet Switch	Switches	1	EA	\$ _____	\$ _____
2.70	WS-C3750X-48P-S	Catalyst 3750X-48P-S 48-Port Gigabit Ethernet Switch. Systems	Switches	3	EA	\$ _____	\$ _____
2.71	WS-C3850-48F-S	Catalyst 3850-48F-S Managed L3 Switch - 48 PoE+ Ethernet Ports	Switches	30	EA	\$ _____	\$ _____
2.72	WS-C3850-48P	Catalyst 3850-48T-S Managed L3 Switch - 48 Ethernet Ports	Switches	3	EA	\$ _____	\$ _____
2.73	WS-C4503-E	Catalyst WS C4506-E Chassis	Switches	7	EA	\$ _____	\$ _____
2.74	WS-C4506-E	Catalyst WS C4506-E Chassis	Switches	13	EA	\$ _____	\$ _____
2.75	WS-C4507R+E	Catalyst WS C4506-E Chassis	Switches	68	EA	\$ _____	\$ _____
2.76	WS-C4507R-E	Catalyst WS-C4503-E Chassis	Switches	3	EA	\$ _____	\$ _____
2.77	WS-C4507RE+96V+	Catalyst WS-C4503-E Chassis	Switches	1	EA	\$ _____	\$ _____
2.78	WS-C4510R+E	Catalyst WS C4506-E Chassis	Switches	60	EA	\$ _____	\$ _____
2.79	WS-C4510R+E=	Catalyst WS-C4503-E Chassis	Switches	2	EA	\$ _____	\$ _____
2.80	WS-C4510R-E	WS-C4510R-E 4500 Switch	Switches	5	EA	\$ _____	\$ _____
2.81	WS-C6509-V-E	Catalyst 6509-V-E Switch	Switches	2	EA	\$ _____	\$ _____

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
2.82	WS-SVC-WISM-1-K9	Wireless Services Module (WiSM) WS-SVC-WISM-1-K9 Controller Firmware Storage	Wireless Controllers	8	EA	\$ _____	\$ _____
2.83	WS-SVC-WISM-1-K9=	Wireless Services Module (WiSM) WS-SVC-WISM-1-K9 Controller Firmware Storage	Wireless Controllers	1	EA	\$ _____	\$ _____
2.84	WS-SVC-WISM2-K-K9	Wireless Services Module (WiSM) WS-SVC-WISM-1-K9 Controller Firmware Storage	Wireless Controllers	8	EA	\$ _____	\$ _____
2.85	WS-SVC-WISM2-K-K9=	Wireless Services Module (WiSM) WS-SVC-WISM-1-K9 Controller Firmware Storage	Wireless Controllers	4	EA	\$ _____	\$ _____
<b>TOTAL CONTRACT AMOUNT FOR BASIC MAINTENANCE</b>							<b>\$ _____</b>



**B.7.2 PRICE SCHEDULE (OPTION YEAR TWO JULY 1, 2018 THRU JUNE 30, 2019)**

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
3.1	AIR-AP1131AG-A-K9	Aironet 1131G PoE Access Point - 2.4 GHz - 54 Mbps - Wi-Fi	Wireless Access Points	1	EA	\$ _____	\$ _____
3.2	AIR-CAP3602I-A-K9	Aironet 3602I Wireless Access Point	Wireless Access Points	1350	EA	\$ _____	\$ _____
3.3	AIR-CAP3702I-ABULK	Aironet 3702i Controller-based PoE+ Access Point - 2.4/5 GHz - 1.3 Gbps - Wi-Fi	Wireless Access Points	1530	EA	\$ _____	\$ _____
3.4	AIR-CT5760-100-K9	5700 Series Wireless Controller for up to 100 Access Points	Wireless Controllers	2	EA	\$ _____	\$ _____
3.5	AIR-CT5760-25-K9	5700 Series Wireless Controller for up to 100 Access Points	Wireless Controllers	4	EA	\$ _____	\$ _____
3.6	AIR-CT8510-300-K9	AIR-CT8510-300-K9 8510 Wireless LAN Controller	Wireless Controllers	1	EA	\$ _____	\$ _____
3.7	ATA187-I1-A=	ATA 187 VoIP Adapter	Adapter	20	EA	\$ _____	\$ _____
3.8	C3845-VSEC/K9	3845 Voice Security Bundle Router - Modular - Voice/fax Module - Gigabit Ethernet	Routers	20	EA	\$ _____	\$ _____
3.9	C3945E-CME-SRST/K9	3945 Voice Bundle Router - Modular - Voice/fax Module - Gigabit Ethernet	Routers	38	EA	\$ _____	\$ _____
3.10	Cat 4503	Catalyst 4503-E Switch	Switches	1	EA	\$ _____	\$ _____
3.11	Catalyst 356048 PS	Catalyst 3560-48PS Switch	Switches	1	EA	\$ _____	\$ _____
3.12	Catalyst 3560X 24 PoE	Catalyst 3560-X WS-C3560X-24P-L POE Ethernet Switch - 24 Port - 2 Slot	Switches	8	EA	\$ _____	\$ _____
3.13	Catalyst 3560X 48 PoE	Catalyst 3560X-48P-S Switch	Switches	16	EA	\$ _____	\$ _____
3.14	Catalyst 37xx Stack	Catalyst 3750 stackable switches	Switches	4	EA	\$ _____	\$ _____
3.15	CCX-85-CMBUNDLE-K9	Unified CCX 8.5 Enhanced 5 Seat Bundle	Software	1	EA	\$ _____	\$ _____

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
3.16		Catalyst 3850-48P-S Managed L3 Switch - 48 PoE+ Ethernet Ports	Switches	39	EA	\$ _____	\$ _____
3.17	3400 24TSD	ME 3400-24TS Managed L3 Switch - 24 Ethernet Ports & 2 SFP Ports	Switches	36	EA	\$ _____	\$ _____
3.18	3845	3845 Router - Modular - Gigabit Ethernet	Routers	6	EA	\$ _____	\$ _____
3.19	3945K9	3945E Router - Modular - Gigabit Ethernet	Routers	12	EA	\$ _____	\$ _____
3.20	3945SPE250	3945E Router - Modular - Gigabit Ethernet	Routers	31	EA	\$ _____	\$ _____
3.21	Catalyst 29xxStack	Catalyst 3750X-48T-S Managed Switch - 48 Ethernet Ports	Switches	1	EA	\$ _____	\$ _____
3.22	Catalyst 3560-G24PS	Catalyst 3560G-24PS Switch	Switches	15	EA	\$ _____	\$ _____
3.23	Catalyst 3560-G48PS	Catalyst 3560X-48PF-S Managed Switch - 48 PoE Ethernet Ports	Switches	2	EA	\$ _____	\$ _____
3.24	Catalyst 4500 L3	Catalyst 4500-X Managed L3 Switch - 40 10-Gigabit SFP+ Ports	Switches	0	EA	\$ _____	\$ _____
3.25	Catalyst 4503-E	Catalyst 3560CX-12TC-S Managed Switch - 12 Ethernet Ports	Switches	5	EA	\$ _____	\$ _____
3.26	Catalyst 4506-E	Catalyst 4506-E Managed Switch - 96 Ethernet Ports & 2 X2 Ports	Switches	26	EA	\$ _____	\$ _____
3.27	Catalyst 4507R-E	R-E Switch	Switches	3	EA	\$ _____	\$ _____
3.28	Catalyst 4510R+E		Switches	68	EA	\$ _____	\$ _____
3.29	Catalyst 4510R-E		Switches	3	EA	\$ _____	\$ _____
3.30	Catalyst 6506		Switches	2	EA	\$ _____	\$ _____

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
3.31	ME 3400EG-12CS-M	ME 3400E Series Ethernet Access Switches	Switches	1	EA	\$ _____	\$ _____
3.32	ME3400-12CSD	ME 3400E Series Ethernet Access Switches	Switches	41	EA	\$ _____	\$ _____
3.33	ME-3600X-24FS-M	ME 3600X 24TS Managed Switch - 24 Ethernet Ports & 2 SFP+ Ports	Switches	40	EA	\$ _____	\$ _____
3.34	WS-C4507R+E	Catalyst 4510R+E Managed Switch - 96 Ethernet.	Switches	50	EA	\$ _____	\$ _____
3.35	CP-7925G-A-K9	7925G Unified Wireless IP Phone	Phone	12	EA	\$ _____	\$ _____
3.36	CP-7925G-A-K9=	7925G Unified Wireless IP Phone	Phone	4	EA	\$ _____	\$ _____
3.37	CP-7937G=	Unified IP Conference Station 7937G -	Phone	6	EA	\$ _____	\$ _____
3.38	CP-7945G=	Unified 7945G VoIP Phone - Silver/Dark Gray	Phone	267	EA	\$ _____	\$ _____
3.39	CP-7965G=	7965G Unified IP Phone	Wireless Controllers	86	EA	\$ _____	\$ _____
3.40	CP-8831-K9=	Unified IP Conference Phone 8831	Phone	8	EA	\$ _____	\$ _____
3.41	CP-8945-K9=	Unified 8945 IP video Phone	Phone	944	EA	\$ _____	\$ _____
3.42	CP-DSKCH-7925G	Unified Wireless IP Phone 7925G	Phone	12	EA	\$ _____	\$ _____
3.43	CTS-MX700D-2CAM-K9	TelePresence MX700 Video conferencing kit	Phone	1	EA	\$ _____	\$ _____
3.44	L-ANLG-DEV-UWL	CUWL Licenses for Analog and Public devices	License	1	EA	\$ _____	\$ _____
3.45		Analog, non-app device add-on for UWL					
3.46	LIC-UWL-STD1	Unified Workspace Licensing Standard Edition - license	License	1	EA	\$ _____	\$ _____
3.47	L-LIC-CT5508-25A	5500 Wireless Controller License - L-LIC-CT5508-25A	License	1	EA	\$ _____	\$ _____
3.48	L-LIC-CT5508-50A	50 AP Adder License Upgrade for 5508	License	1	EA	\$ _____	\$ _____

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
3.49	L-LIC-CTIOS-1A	Catalyst 3850 AP adder license for IOS based Wireless LAN Controllers	License	701	EA	\$ _____	\$ _____
3.50	L-LIC-UWL-S-SLED-B	Unified Workspace Licensing Standard Edition	License	1	EA	\$ _____	\$ _____
3.51	L-MSE-7.0-K9	Mobility Services Engine Virtual Appliance	Software	1	EA	\$ _____	\$ _____
3.52	L-NCS-1.0-1K-ADD	WLAN Management Software Home	Software	1	EA	\$ _____	\$ _____
3.53	L-NCS-1.0-5K	Prime NCS SOFTWARE AND License	Software	1	EA	\$ _____	\$ _____
3.54	L-PI2X-AS-5K	Prime Infrastructure 2.x - Lifecycle - 2500 Device License.	Software	1	EA	\$ _____	\$ _____
3.55	L-PI2X-BASE	Prime Infrastructure 2.0 Software. L-PI2X-BASE	Software	1	EA	\$ _____	\$ _____
3.56	L-PI2X-LF-2.5K	Prime Infrastructure 2.x - Lifecycle - 2500 Device License. L-PI2X-LF-5K	Software	1	EA	\$ _____	\$ _____
3.57	ME-3400G-12CS-D	ME-3400G-12CS-D Ethernet Access Switch	Switches	5	EA	\$ _____	\$ _____
3.58	R-PI21-SW-K9	Prime Infrastructure 2.1 Software. L-PI2X-BASE. Prime Infrastructure 2.x Base License	Software	1	EA	\$ _____	\$ _____
3.59	VG224	VG224 24 Port Voice over IP Analog	Phone	25	EA	\$ _____	\$ _____
3.60	WS-C3560-24PS-E	Catalyst 3560-24PS Managed L3 Switch - 24 PoE	Switches	18	EA	\$ _____	\$ _____
3.61	WS-C3560-48PS-E	Catalyst 3560-48PS Managed Switch - 48 PoE Ethernet Ports & 4 SFP Ports	Switches	27	EA	\$ _____	\$ _____
3.62	WS-C3560-48PS-S	Catalyst 3560 48 Port Switch POE - WS-C3560-48PS-S	Switches	2	EA	\$ _____	\$ _____
3.63	WS-C3560G-24PS-S	Catalyst 3560-24PS: 24 Ethernet 10/100 ports with PoE	Switches	1	EA	\$ _____	\$ _____

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
3.64	WS-C3560V2-48PS-E	Catalyst 3560V2 PoE 48 Port Switch	Switches	2	EA	\$ _____	\$ _____
3.65	WS-C3560X-24P-S	3560/3560X Gigabit Switch 24 Port	Switches	10	EA	\$ _____	\$ _____
3.66	WS-C3560X-48P-L	Catalyst 3560X-48T-L - switch - 48 ports	Switches	50	EA	\$ _____	\$ _____
3.67	WS-C3650-48FD-S	Catalyst 3650-48FD-S - switch - 48 ports - managed	Switches	27	EA	\$ _____	\$ _____
3.68	WS-C3750X-12S-S	WS-C3750X-12S-S 3750X Series Catalyst Switch	Switches	3	EA	\$ _____	\$ _____
3.69	WS-C3750X-48PF-S	Catalyst 3750X-48PF-S 48-Port Gigabit Ethernet Switch	Switches	1	EA	\$ _____	\$ _____
3.70	WS-C3750X-48P-S	Catalyst 3750X-48P-S 48-Port Gigabit Ethernet Switch. Systems	Switches	3	EA	\$ _____	\$ _____
3.71	WS-C3850-48F-S	Catalyst 3850-48F-S Managed L3 Switch - 48 PoE+ Ethernet Ports	Switches	30	EA	\$ _____	\$ _____
3.72	WS-C3850-48P	Catalyst 3850-48T-S Managed L3 Switch - 48 Ethernet Ports	Switches	3	EA	\$ _____	\$ _____
3.73	WS-C4503-E	Catalyst WS C4506-E Chassis	Switches	7	EA	\$ _____	\$ _____
3.74	WS-C4506-E	Catalyst WS C4506-E Chassis	Switches	13	EA	\$ _____	\$ _____
3.75	WS-C4507R+E	Catalyst WS C4506-E Chassis	Switches	68	EA	\$ _____	\$ _____
3.76	WS-C4507R-E	Catalyst WS-C4503-E Chassis	Switches	3	EA	\$ _____	\$ _____
3.77	WS-C4507RE+96V+	Catalyst WS-C4503-E Chassis	Switches	1	EA	\$ _____	\$ _____
3.78	WS-C4510R+E	Catalyst WS C4506-E Chassis	Switches	60	EA	\$ _____	\$ _____
3.79	WS-C4510R+E=	Catalyst WS-C4503-E Chassis	Switches	2	EA	\$ _____	\$ _____
3.80	WS-C4510R-E	WS-C4510R-E 4500 Switch	Switches	5	EA	\$ _____	\$ _____
3.81	WS-C6509-V-E	Catalyst 6509-V-E Switch	Switches	2	EA	\$ _____	\$ _____
3.82	WS-SVC-WISM-1-K9	Wireless Services Module (WiSM) WS-SVC-WISM-1-K9 Controller Firmware Storage	Wireless Controllers	8	EA	\$ _____	\$ _____

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
3.83	WS-SVC-WISM-1-K9=	Wireless Services Module (WiSM) WS-SVC-WISM-1-K9 Controller Firmware Storage	Wireless Controllers	1	EA	\$ _____	\$ _____
3.84	WS-SVC-WISM2-K-K9	Wireless Services Module (WiSM) WS-SVC-WISM-1-K9 Controller Firmware Storage	Wireless Controllers	8	EA	\$ _____	\$ _____
3.85	WS-SVC-WISM2-K-K9=	Wireless Services Module (WiSM) WS-SVC-WISM-1-K9 Controller Firmware Storage	Wireless Controllers	4	EA	\$ _____	\$ _____
<b>TOTAL CONTRACT AMOUNT FOR BASIC MAINTENANCE</b>							<b>\$ _____</b>

### B.7.3 PRICE SCHEDULE (OPTION YEAR THREE JULY 1, 2019 THRU JUNE 30, 2020)

#### DIVISION OF TECHNOLOGY INITIATIVES EQUIPMENT LIST

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
4.1	AIR-AP1131AG-A-K9	Aironet 1131G PoE Access Point - 2.4 GHz - 54 Mbps - Wi-Fi	Wireless Access Points	1	EA	\$ _____	\$ _____
4.2	AIR-CAP3602I-A-K9	Aironet 3602I Wireless Access Point	Wireless Access Points	1350	EA	\$ _____	\$ _____
4.3	AIR-CAP3702I-ABULK	Aironet 3702i Controller-based PoE+ Access Point - 2.4/5 GHz - 1.3 Gbps - Wi-Fi	Wireless Access Points	1530	EA	\$ _____	\$ _____
4.4	AIR-CT5760-100-K9	5700 Series Wireless Controller for up to 100 Access Points	Wireless Controllers	2	EA	\$ _____	\$ _____
4.5	AIR-CT5760-25-K9	5700 Series Wireless Controller for up to 100 Access Points	Wireless Controllers	4	EA	\$ _____	\$ _____
4.6	AIR-CT8510-300-K9	AIR-CT8510-300-K9 8510 Wireless LAN Controller	Wireless Controllers	1	EA	\$ _____	\$ _____
4.7	ATA187-I1-A=	ATA 187 VoIP Adapter	Adapter	20	EA	\$ _____	\$ _____
4.8	C3845-VSEC/K9	3845 Voice Security Bundle Router - Modular - Voice/fax Module - Gigabit Ethernet	Routers	20	EA	\$ _____	\$ _____
4.9	C3945E-CME-SRST/K9	3945 Voice Bundle Router - Modular - Voice/fax Module - Gigabit Ethernet	Routers	38	EA	\$ _____	\$ _____
4.10	Cat 4503	Catalyst 4503-E Switch	Switches	1	EA	\$ _____	\$ _____
4.11	Catalyst 356048 PS	Catalyst 3560-48PS Switch	Switches	1	EA	\$ _____	\$ _____
4.12	Catalyst 3560X 24 PoE	Catalyst 3560-X WS-C3560X-24P-L POE Ethernet Switch - 24 Port - 2 Slot	Switches	8	EA	\$ _____	\$ _____

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
4.13	Catalyst 3560X 48 PoE	Catalyst 3560X-48P-S Switch	Switches	16	EA	\$ _____	\$ _____
4.14	Catalyst 37xx Stack	Catalyst 3750 stackable switches	Switches	4	EA	\$ _____	\$ _____
4.15	CCX-85-CMBUNDLE-K9	Unified CCX 8.5 Enhanced 5 Seat Bundle	Software	1	EA	\$ _____	\$ _____
4.16		Catalyst 3850-48P-S Managed L3 Switch - 48 PoE+ Ethernet Ports	Switches	39	EA	\$ _____	\$ _____
4.17	3400 24TSD	ME 3400-24TS Managed L3 Switch - 24 Ethernet Ports & 2 SFP Ports	Switches	36	EA	\$ _____	\$ _____
4.18	3845	3845 Router - Modular - Gigabit Ethernet	Routers	6	EA	\$ _____	\$ _____
4.19	3945K9	3945E Router - Modular - Gigabit Ethernet	Routers	12	EA	\$ _____	\$ _____
4.20	3945SPE250	3945E Router - Modular - Gigabit Ethernet	Routers	31	EA	\$ _____	\$ _____
4.21	Catalyst 29xxStack	Catalyst 3750X-48T-S Managed Switch - 48 Ethernet Ports	Switches	1	EA	\$ _____	\$ _____
4.22	Catalyst 3560-G24PS	Catalyst 3560G-24PS Switch	Switches	15	EA	\$ _____	\$ _____
4.23	Catalyst 3560-G48PS	Catalyst 3560X-48PF-S Managed Switch - 48 PoE Ethernet Ports	Switches	2	EA	\$ _____	\$ _____
4.24	Catalyst 4500 L3	Catalyst 4500-X Managed L3 Switch - 40 10-Gigabit SFP+ Ports	Switches	0	EA	\$ _____	\$ _____
4.25	Catalyst 4503-E	Catalyst 3560CX-12TC-S Managed Switch - 12 Ethernet Ports	Switches	5	EA	\$ _____	\$ _____
4.26	Catalyst 4506-E	Catalyst 4506-E Managed Switch - 96 Ethernet Ports & 2 X2 Ports	Switches	26	EA	\$ _____	\$ _____



Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
4.27	Catalyst 4507R-E	R-E Switch	Switches	3	EA	\$ _____	\$ _____
4.28	Catalyst 4510R+E		Switches	68	EA	\$ _____	\$ _____
4.29	Catalyst 4510R-E		Switches	3	EA	\$ _____	\$ _____
4.30	Catalyst 6506		Switches	2	EA	\$ _____	\$ _____
4.31	ME 3400EG-12CS-M	ME 3400E Series Ethernet Access Switches	Switches	1	EA	\$ _____	\$ _____
4.32	ME3400-12CSD	ME 3400E Series Ethernet Access Switches	Switches	41	EA	\$ _____	\$ _____
4.33	ME-3600X-24FS-M	ME 3600X 24TS Managed Switch - 24 Ethernet Ports & 2 SFP+ Ports	Switches	40	EA	\$ _____	\$ _____
4.34	WS-C4507R+E	Catalyst 4510R+E Managed Switch - 96 Ethernet.	Switches	50	EA	\$ _____	\$ _____
4.35	CP-7925G-A-K9	7925G Unified Wireless IP Phone	Phone	12	EA	\$ _____	\$ _____
4.36	CP-7925G-A-K9=	7925G Unified Wireless IP Phone	Phone	4	EA	\$ _____	\$ _____
4.37	CP-7937G=	Unified IP Conference Station 7937G -	Phone	6	EA	\$ _____	\$ _____
4.38	CP-7945G=	Unified 7945G VoIP Phone - Silver/Dark Gray	Phone	267	EA	\$ _____	\$ _____
4.39	CP-7965G=	7965G Unified IP Phone	Wireless Controllers	86	EA	\$ _____	\$ _____
4.40	CP-8831-K9=	Unified IP Conference Phone 8831	Phone	8	EA	\$ _____	\$ _____
4.41	CP-8945-K9=	Unified 8945 IP video Phone	Phone	944	EA	\$ _____	\$ _____
4.42	CP-DSKCH-7925G	Unified Wireless IP Phone 7925G	Phone	12	EA	\$ _____	\$ _____
4.43	CTS-MX700D-2CAM-K9	TelePresence MX700 Video conferencing kit	Phone	1	EA	\$ _____	\$ _____
4.44	L-ANLG-DEV-UWL	CUWL Licenses for Analog and Public devices	License	1	EA	\$ _____	\$ _____

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
4.45		Analog, non-app device add-on for UWL					
4.46	LIC-UWL-STD1	Unified Workspace Licensing Standard Edition - license	License	1	EA	\$ _____	\$ _____
4.47	L-LIC-CT5508-25A	5500 Wireless Controller License - L-LIC-CT5508-25A	License	1	EA	\$ _____	\$ _____
4.48	L-LIC-CT5508-50A	50 AP Adder License Upgrade for 5508	License	1	EA	\$ _____	\$ _____
4.49	L-LIC-CTIOS-1A	Catalyst 3850 AP adder license for IOS based Wireless LAN Controllers	License	701	EA	\$ _____	\$ _____
4.50	L-LIC-UWL-S-SLED-B	Unified Workspace Licensing Standard Edition	License	1	EA	\$ _____	\$ _____
4.51	L-MSE-7.0-K9	Mobility Services Engine Virtual Appliance	Software	1	EA	\$ _____	\$ _____
4.52	L-NCS-1.0-1K-ADD	WLAN Management Software Home	Software	1	EA	\$ _____	\$ _____
4.53	L-NCS-1.0-5K	Prime NCS SOFTWARE AND License	Software	1	EA	\$ _____	\$ _____
4.54	L-PI2X-AS-5K	Prime Infrastructure 2.x - Lifecycle - 2500 Device License.	Software	1	EA	\$ _____	\$ _____
4.55	L-PI2X-BASE	Prime Infrastructure 2.0 Software. L-PI2X-BASE	Software	1	EA	\$ _____	\$ _____
4.56	L-PI2X-LF-2.5K	Prime Infrastructure 2.x - Lifecycle - 2500 Device License. L-PI2X-LF-5K	Software	1	EA	\$ _____	\$ _____
4.57	ME-3400G-12CS-D	ME-3400G-12CS-D Ethernet Access Switch	Switches	5	EA	\$ _____	\$ _____

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
4.58	R-PI21-SW-K9	Prime Infrastructure 2.1 Software. L-PI2X-BASE. Prime Infrastructure 2.x Base License	Software	1	EA	\$ _____	\$ _____
4.59	VG224	VG224 24 Port Voice over IP Analog	Phone	25	EA	\$ _____	\$ _____
4.60	WS-C3560-24PS-E	Catalyst 3560-24PS Managed L3 Switch - 24 PoE	Switches	18	EA	\$ _____	\$ _____
4.61	WS-C3560-48PS-E	Catalyst 3560-48PS Managed Switch - 48 PoE Ethernet Ports & 4 SFP Ports	Switches	27	EA	\$ _____	\$ _____
4.62	WS-C3560-48PS-S	Catalyst 3560 48 Port Switch POE - WS-C3560-48PS-S	Switches	2	EA	\$ _____	\$ _____
4.63	WS-C3560G-24PS-S	Catalyst 3560-24PS: 24 Ethernet 10/100 ports with PoE	Switches	1	EA	\$ _____	\$ _____
4.64	WS-C3560V2-48PS-E	Catalyst 3560V2 PoE 48 Port Switch	Switches	2	EA	\$ _____	\$ _____
4.65	WS-C3560X-24P-S	3560/3560X Gigabit Switch 24 Port	Switches	10	EA	\$ _____	\$ _____
4.66	WS-C3560X-48P-L	Catalyst 3560X-48T-L - switch - 48 ports	Switches	50	EA	\$ _____	\$ _____
4.67	WS-C3650-48FD-S	Catalyst 3650-48FD-S - switch - 48 ports - managed	Switches	27	EA	\$ _____	\$ _____
4.68	WS-C3750X-12S-S	WS-C3750X-12S-S 3750X Series Catalyst Switch	Switches	3	EA	\$ _____	\$ _____
4.69	WS-C3750X-48PF-S	Catalyst 3750X-48PF-S 48-Port Gigabit Ethernet Switch	Switches	1	EA	\$ _____	\$ _____
4.70	WS-C3750X-48P-S	Catalyst 3750X-48P-S 48-Port Gigabit Ethernet Switch. Systems	Switches	3	EA	\$ _____	\$ _____

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
4.71	WS-C3850-48F-S	Catalyst 3850-48F-S Managed L3 Switch - 48 PoE+ Ethernet Ports	Switches	30	EA	\$ _____	\$ _____
4.72	WS-C3850-48P	Catalyst 3850-48T-S Managed L3 Switch - 48 Ethernet Ports	Switches	3	EA	\$ _____	\$ _____
4.73	WS-C4503-E	Catalyst WS C4506-E Chassis	Switches	7	EA	\$ _____	\$ _____
4.74	WS-C4506-E	Catalyst WS C4506-E Chassis	Switches	13	EA	\$ _____	\$ _____
4.75	WS-C4507R+E	Catalyst WS C4506-E Chassis	Switches	68	EA	\$ _____	\$ _____
4.76	WS-C4507R-E	Catalyst WS-C4503-E Chassis	Switches	3	EA	\$ _____	\$ _____
4.77	WS-C4507RE+96V+	Catalyst WS-C4503-E Chassis	Switches	1	EA	\$ _____	\$ _____
4.78	WS-C4510R+E	Catalyst WS C4506-E Chassis	Switches	60	EA	\$ _____	\$ _____
4.79	WS-C4510R+E=	Catalyst WS-C4503-E Chassis	Switches	2	EA	\$ _____	\$ _____
4.80	WS-C4510R-E	WS-C4510R-E 4500 Switch	Switches	5	EA	\$ _____	\$ _____
4.81	WS-C6509-V-E	Catalyst 6509-V-E Switch	Switches	2	EA	\$ _____	\$ _____
4.82	WS-SVC-WISM-1-K9	Wireless Services Module (WiSM) WS-SVC-WISM-1-K9 Controller Firmware Storage	Wireless Controllers	8	EA	\$ _____	\$ _____
4.83	WS-SVC-WISM-1-K9=	Wireless Services Module (WiSM) WS-SVC-WISM-1-K9 Controller Firmware Storage	Wireless Controllers	1	EA	\$ _____	\$ _____
4.84	WS-SVC-WISM2-K-K9	Wireless Services Module (WiSM) WS-SVC-WISM-1-K9 Controller Firmware Storage	Wireless Controllers	8	EA	\$ _____	\$ _____
4.85	WS-SVC-WISM2-K-K9=	Wireless Services Module (WiSM) WS-SVC-WISM-1-K9 Controller Firmware Storage	Wireless Controllers	4	EA	\$ _____	\$ _____
<b>TOTAL CONTRACT AMOUNT FOR BASIC MAINTENANCE</b>							<b>\$ _____</b>

**B.7.4 PRICE SCHEDULE (OPTION YEAR FOUR JULY 1, 2020 THRU JUNE 30, 2021)**

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
5.1	AIR-AP1131AG-A-K9	Aironet 1131G PoE Access Point - 2.4 GHz - 54 Mbps - Wi-Fi	Wireless Access Points	1	EA	\$ _____	\$ _____
5.2	AIR-CAP3602I-A-K9	Aironet 3602I Wireless Access Point	Wireless Access Points	1350	EA	\$ _____	\$ _____
5.3	AIR-CAP3702I-ABULK	Aironet 3702i Controller-based PoE+ Access Point - 2.4/5 GHz - 1.3 Gbps - Wi-Fi	Wireless Access Points	1530	EA	\$ _____	\$ _____
5.4	AIR-CT5760-100-K9	5700 Series Wireless Controller for up to 100 Access Points	Wireless Controllers	2	EA	\$ _____	\$ _____
5.5	AIR-CT5760-25-K9	5700 Series Wireless Controller for up to 100 Access Points	Wireless Controllers	4	EA	\$ _____	\$ _____
5.6	AIR-CT8510-300-K9	AIR-CT8510-300-K9 8510 Wireless LAN Controller	Wireless Controllers	1	EA	\$ _____	\$ _____
5.7	ATA187-I1-A=	ATA 187 VoIP Adapter	Adapter	20	EA	\$ _____	\$ _____
5.8	C3845-VSEC/K9	3845 Voice Security Bundle Router - Modular - Voice/fax Module - Gigabit Ethernet	Routers	20	EA	\$ _____	\$ _____
5.9	C3945E-CME-SRST/K9	3945 Voice Bundle Router - Modular - Voice/fax Module - Gigabit Ethernet	Routers	38	EA	\$ _____	\$ _____
5.10	Cat 4503	Catalyst 4503-E Switch	Switches	1	EA	\$ _____	\$ _____
5.11	Catalyst 356048 PS	Catalyst 3560-48PS Switch	Switches	1	EA	\$ _____	\$ _____
5.12	Catalyst 3560X 24 PoE	Catalyst 3560-X WS-C3560X-24P-L POE Ethernet Switch - 24 Port - 2 Slot	Switches	8	EA	\$ _____	\$ _____
5.13	Catalyst 3560X 48 PoE	Catalyst 3560X-48P-S Switch	Switches	16	EA	\$ _____	\$ _____
5.14	Catalyst 37xx Stack	Catalyst 3750 stackable switches	Switches	4	EA	\$ _____	\$ _____

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
5.15	CCX-85-CMBUNDLE-K9	Unified CCX 8.5 Enhanced 5 Seat Bundle	Software	1	EA	\$ _____	\$ _____
5.16		Catalyst 3850-48P-S Managed L3 Switch - 48 PoE+ Ethernet Ports	Switches	39	EA	\$ _____	\$ _____
5.17	3400 24TSD	ME 3400-24TS Managed L3 Switch - 24 Ethernet Ports & 2 SFP Ports	Switches	36	EA	\$ _____	\$ _____
5.18	3845	3845 Router - Modular - Gigabit Ethernet	Routers	6	EA	\$ _____	\$ _____
5.19	3945K9	3945E Router - Modular - Gigabit Ethernet	Routers	12	EA	\$ _____	\$ _____
5.20	3945SPE250	3945E Router - Modular - Gigabit Ethernet	Routers	31	EA	\$ _____	\$ _____
5.21	Catalyst 29xxStack	Catalyst 3750X-48T-S Managed Switch - 48 Ethernet Ports	Switches	1	EA	\$ _____	\$ _____
5.22	Catalyst 3560-G24PS	Catalyst 3560G-24PS Switch	Switches	15	EA	\$ _____	\$ _____
5.23	Catalyst 3560-G48PS	Catalyst 3560X-48PF-S Managed Switch - 48 PoE Ethernet Ports	Switches	2	EA	\$ _____	\$ _____
5.24	Catalyst 4500 L3	Catalyst 4500-X Managed L3 Switch - 40 10-Gigabit SFP+ Ports	Switches	0	EA	\$ _____	\$ _____
5.25	Catalyst 4503-E	Catalyst 3560CX-12TC-S Managed Switch - 12 Ethernet Ports	Switches	5	EA	\$ _____	\$ _____
5.26	Catalyst 4506-E	Catalyst 4506-E Managed Switch - 96 Ethernet Ports & 2 X2 Ports	Switches	26	EA	\$ _____	\$ _____
5.27	Catalyst 4507R-E	R-E Switch	Switches	3	EA	\$ _____	\$ _____
5.28	Catalyst 4510R+E		Switches	68	EA	\$ _____	\$ _____
5.29	Catalyst 4510R-E		Switches	3	EA	\$ _____	\$ _____
5.30	Catalyst 6506		Switches	2	EA	\$ _____	\$ _____

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
5.31	ME 3400EG-12CS-M	ME 3400E Series Ethernet Access Switches	Switches	1	EA	\$ _____	\$ _____
5.32	ME3400-12CSD	ME 3400E Series Ethernet Access Switches	Switches	41	EA	\$ _____	\$ _____
5.33	ME-3600X-24FS-M	ME 3600X 24TS Managed Switch - 24 Ethernet Ports & 2 SFP+ Ports	Switches	40	EA	\$ _____	\$ _____
5.34	WS-C4507R+E	Catalyst 4510R+E Managed Switch - 96 Ethernet.	Switches	50	EA	\$ _____	\$ _____
5.35	CP-7925G-A-K9	7925G Unified Wireless IP Phone	Phone	12	EA	\$ _____	\$ _____
5.36	CP-7925G-A-K9=	7925G Unified Wireless IP Phone	Phone	4	EA	\$ _____	\$ _____
5.37	CP-7937G=	Unified IP Conference Station 7937G -	Phone	6	EA	\$ _____	\$ _____
5.38	CP-7945G=	Unified 7945G VoIP Phone - Silver/Dark Gray	Phone	267	EA	\$ _____	\$ _____
5.39	CP-7965G=	7965G Unified IP Phone	Wireless Controllers	86	EA	\$ _____	\$ _____
5.40	CP-8831-K9=	Unified IP Conference Phone 8831	Phone	8	EA	\$ _____	\$ _____
5.41	CP-8945-K9=	Unified 8945 IP video Phone	Phone	944	EA	\$ _____	\$ _____
5.42	CP-DSKCH-7925G	Unified Wireless IP Phone 7925G	Phone	12	EA	\$ _____	\$ _____
5.43	CTS-MX700D-2CAM-K9	TelePresence MX700 Video conferencing kit	Phone	1	EA	\$ _____	\$ _____
5.44	L-ANLG-DEV-UWL	CUWL Licenses for Analog and Public devices	License	1	EA	\$ _____	\$ _____
5.45		Analog, non-app device add-on for UWL					
5.46	LIC-UWL-STD1	Unified Workspace Licensing Standard Edition - license	License	1	EA	\$ _____	\$ _____
5.47	L-LIC-CT5508-25A	5500 Wireless Controller License - L-LIC-CT5508-25A	License	1	EA	\$ _____	\$ _____
5.48	L-LIC-CT5508-50A	50 AP Adder License Upgrade for 5508	License	1	EA	\$ _____	\$ _____

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
5.49	L-LIC-CTIOS-1A	Catalyst 3850 AP adder license for IOS based Wireless LAN Controllers	License	701	EA	\$ _____	\$ _____
5.50	L-LIC-UWL-S-SLED-B	Unified Workspace Licensing Standard Edition	License	1	EA	\$ _____	\$ _____
5.51	L-MSE-7.0-K9	Mobility Services Engine Virtual Appliance	Software	1	EA	\$ _____	\$ _____
5.52	L-NCS-1.0-1K-ADD	WLAN Management Software Home	Software	1	EA	\$ _____	\$ _____
5.53	L-NCS-1.0-5K	Prime NCS SOFTWARE AND License	Software	1	EA	\$ _____	\$ _____
5.54	L-PI2X-AS-5K	Prime Infrastructure 2.x - Lifecycle - 2500 Device License.	Software	1	EA	\$ _____	\$ _____
5.55	L-PI2X-BASE	Prime Infrastructure 2.0 Software. L-PI2X-BASE	Software	1	EA	\$ _____	\$ _____
5.56	L-PI2X-LF-2.5K	Prime Infrastructure 2.x - Lifecycle - 2500 Device License. L-PI2X-LF-5K	Software	1	EA	\$ _____	\$ _____
5.57	ME-3400G-12CS-D	ME-3400G-12CS-D Ethernet Access Switch	Switches	5	EA	\$ _____	\$ _____
5.58	R-PI21-SW-K9	Prime Infrastructure 2.1 Software. L-PI2X-BASE. Prime Infrastructure 2.x Base License	Software	1	EA	\$ _____	\$ _____
5.59	VG224	VG224 24 Port Voice over IP Analog	Phone	25	EA	\$ _____	\$ _____
5.60	WS-C3560-24PS-E	Catalyst 3560-24PS Managed L3 Switch - 24 PoE	Switches	18	EA	\$ _____	\$ _____
5.61	WS-C3560-48PS-E	Catalyst 3560-48PS Managed Switch - 48 PoE Ethernet Ports & 4 SFP Ports	Switches	27	EA	\$ _____	\$ _____
5.62	WS-C3560-48PS-S	Catalyst 3560 48 Port Switch POE - WS-C3560-48PS-S	Switches	2	EA	\$ _____	\$ _____



Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
5.63	WS-C3560G-24PS-S	Catalyst 3560-24PS: 24 Ethernet 10/100 ports with PoE	Switches	1	EA	\$ _____	\$ _____
5.64	WS-C3560V2-48PS-E	Catalyst 3560V2 PoE 48 Port Switch	Switches	2	EA	\$ _____	\$ _____
5.65	WS-C3560X-24P-S	3560/3560X Gigabit Switch 24 Port	Switches	10	EA	\$ _____	\$ _____
5.66	WS-C3560X-48P-L	Catalyst 3560X-48T-L - switch - 48 ports	Switches	50	EA	\$ _____	\$ _____
5.67	WS-C3650-48FD-S	Catalyst 3650-48FD-S - switch - 48 ports - managed	Switches	27	EA	\$ _____	\$ _____
5.68	WS-C3750X-12S-S	WS-C3750X-12S-S 3750X Series Catalyst Switch	Switches	3	EA	\$ _____	\$ _____
5.69	WS-C3750X-48PF-S	Catalyst 3750X-48PF-S 48-Port Gigabit Ethernet Switch	Switches	1	EA	\$ _____	\$ _____
5.70	WS-C3750X-48P-S	Catalyst 3750X-48P-S 48-Port Gigabit Ethernet Switch. Systems	Switches	3	EA	\$ _____	\$ _____
5.71	WS-C3850-48F-S	Catalyst 3850-48F-S Managed L3 Switch - 48 PoE+ Ethernet Ports	Switches	30	EA	\$ _____	\$ _____
5.72	WS-C3850-48P	Catalyst 3850-48T-S Managed L3 Switch - 48 Ethernet Ports	Switches	3	EA	\$ _____	\$ _____
5.73	WS-C4503-E	Catalyst WS C4506-E Chassis	Switches	7	EA	\$ _____	\$ _____
5.74	WS-C4506-E	Catalyst WS C4506-E Chassis	Switches	13	EA	\$ _____	\$ _____
5.75	WS-C4507R+E	Catalyst WS C4506-E Chassis	Switches	68	EA	\$ _____	\$ _____
5.76	WS-C4507R-E	Catalyst WS-C4503-E Chassis	Switches	3	EA	\$ _____	\$ _____
5.77	WS-C4507RE+96V+	Catalyst WS-C4503-E Chassis	Switches	1	EA	\$ _____	\$ _____
5.78	WS-C4510R+E	Catalyst WS C4506-E Chassis	Switches	60	EA	\$ _____	\$ _____
5.79	WS-C4510R+E=	Catalyst WS-C4503-E Chassis	Switches	2	EA	\$ _____	\$ _____
5.80	WS-C4510R-E	WS-C4510R-E 4500 Switch	Switches	5	EA	\$ _____	\$ _____
5.81	WS-C6509-V-E	Catalyst 6509-V-E Switch	Switches	2	EA	\$ _____	\$ _____

Contract Line Item Number (CLIN)	Product Number	Name	Hardware	Estimated Quantity	Unit	Price Per Unit	Total Estimated Price
5.82	WS-SVC-WISM-1-K9	Wireless Services Module (WiSM) WS-SVC-WISM-1-K9 Controller Firmware Storage	Wireless Controllers	8	EA	\$ _____	\$ _____
5.83	WS-SVC-WISM-1-K9=	Wireless Services Module (WiSM) WS-SVC-WISM-1-K9 Controller Firmware Storage	Wireless Controllers	1	EA	\$ _____	\$ _____
5.84	WS-SVC-WISM2-K-K9	Wireless Services Module (WiSM) WS-SVC-WISM-1-K9 Controller Firmware Storage	Wireless Controllers	8	EA	\$ _____	\$ _____
5.85	WS-SVC-WISM2-K-K9=	Wireless Services Module (WiSM) WS-SVC-WISM-1-K9 Controller Firmware Storage	Wireless Controllers	4	EA	\$ _____	\$ _____
<b>TOTAL CONTRACT AMOUNT FOR BASIC MAINTENANCE</b>							<b>\$ _____</b>

**B.7.5 PRICE SCHEDULE OVERALL TOTAL FOR BASE YEAR THRU OPTION YEAR FOUR**

<b>BASIC MAINTENANCE TOTAL OVERALL COST FOR THE BASE YEAR AND OPTION THRU FOUR</b>	<b>Year</b>	<b>Maintenance</b>	<b>Price</b>
<b>Base Year</b>	July 29, 2016	June 30, 2017	\$
<b>Option Year One</b>	July 1, 2017	June 30, 2018	\$
<b>Option Year Two</b>	July 1, 2018	June 30, 2019	\$
<b>Option Year Three</b>	July 1, 2019	June 30, 2020	\$
<b>Option Year Four</b>	July 1, 2020	June 30, 2021	\$
<b>TOTAL Cost of the Contract for the Base Year and Four One Year Options</b>	<b>July 29, 2016</b>	<b>June 30, 2021</b>	<b>\$</b>

**B.8 SUBCONTRACTING PLAN**

A Bidder responding to this Solicitation, which is required to subcontract, shall be required to submit with its proposal, any subcontracting plan required by law. Bids responding to this Invitation for Bid (IFB) may 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.

**B.9 REQUIREMENTS CONTRACT****B.9.1**

The District will purchase its requirements of the articles or services described herein as stated in any contract awarded to the selected Contractor(s). In the event of any assignment, the contractor shall remain liable to the Institution as principal for the performance of all his obligations under the contract. 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.

**B.9.2**

Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.3. If the District urgently requires delivery before the earliest date that delivery may be specified under the contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.

**B.9.3**

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.

**B.9.4**

Any order issued during the effective period of the contract and not completed within that period shall be not be completed by the Contractor(s) 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 that Contractor(s) shall not be required to make any deliveries under the contract after the expiration of the contract.

**B.9.5**

The Contractor(s) agrees to meet all obligations under any awarded contract.

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.2 BACKGROUND

The District of Columbia Public Schools educates nearly 49,000 students in 120 sites (111 schools and educational centers). It employs almost 8000 teachers, principals, classroom aides, social workers, counselors, custodians and other support staff classified, to carry out the public education mission in DC. DCPS will open one additional school in the Fall 2016. The District also counts amongst its facilities another eight administrative locations and mission oriented offices, such as the Central office location and support sites, warehouse and logistics facilities.

Technology Initiatives in the Office of the Chief Operating Officer (OCOO) within DCPS' Central Office is seeking bids for basic maintenance of internal connections on behalf of DCPS. Over the past 5 years, we have contracted with Networking for the Future to provide this service using Cisco's Smartnet contract. The contract will end soon and must be competitively rebid in accordance with USAC rules to remain E-rate eligible.

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

Eligible Hardware	Quantity (Total)
Switches	705
Wireless Access Points	2881
Wireless Controllers	114
Routers	107
Firewalls	120

### C.1 SCOPE

#### C.1.1

The Contractor Basic's maintenance services shall include the following

- Repair and upkeep of eligible hardware
- Wire and cable maintenance

- Configuration changes
- Basic technical support including online and telephone based technical support
- Software upgrades and patches including bug fixes and security patches

## **C.2**

DCPS reserves the Right to consolidate all internal connections to manage renewals more effectively. As such, the City may add or delete hardware/software maintenance during the course of this contract as required.

### **C.2.1**

A list of the District's internal connections could include the following:

- Data Distribution including Link Balancer, Voice over IP, Video over IP, (Wired or Wireless) Access Points, Hubs, Multiplexers, and Wireless Local Area Network (WLAN) controllers. All these components may be part of a wireless local area network.
- Data Protection including Firewalls, Proxy Servers, Tape Backup for eligible servers, Virtual Private Networks (VPN), and Uninterruptible Power Supply (UPS)/Battery Backup that protects eligible equipment.
- Interfaces, Gateways, and Antennas, Bridges, Cable Modem, Channel Service Unit, CSU, Data Service Unit, Gateway, Switches, Routers, Network Interface Card (NIC), Media Converter, Voice Fax Network Module, antennas used for internet or telephony connectivity, antenna mast that support eligible Internal Connections (large antenna towers are not included).
- Software: Operating System (OS) software and email software that is server based. Any critical or optional software updates released by the manufacturer.
- Servers, Firewalls, and Security: Dynamic Host Configuration Servers, Domain Name Servers, Email Servers, Firewall Servers, and Proxy Servers.
- VoIP Telephony: Private Branch Exchange (PBX), Key Service Unit (KSU), Voice Mail, Wireless, VoIP telephony equipment, Automatic Route Server (ARS), E911, Voice Compression Module, Voice Interface Card, and Switchboard / Attendant console.

## **C.3**

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

## **C.4**

The solicitation contains instructions governing the Contractor's responses to be submitted by the responding Contractor or service provider (SP).

## **C.5**

This Invitation for Bid will be available March 24, 2016, posted on the DCPS Office of Contracts and Acquisitions website.

## **C.6 REQUIREMENTS**

### **C.6.1.1**

All bids must cover all those items, which fall under coverage of E-RATE. Refer to the "Schools and Libraries Eligibility List" actual eligibility of components. This information is available via the World Wide Web at <http://www.sl.universalservice.org/reference/esr.asp>.

### **C.6.1.2**

The Contractors shall carefully read the information regarding "Basic Maintenance of Internal Connections" for bids dealing with this area.

### **C.6.1.3**

Bids from Contractors that do not have a Service Provider Identification Number (SPIN) will not be considered. and deemed non responsive

### **C.6.1.4**

The Contractors shall provide a response that is compliant with E-Rate. Contract shall submit their E-Rate Service Provider Identification Number (SPIN) in the Contractor response/bid.

### **C.6.1.5**

All Contractors shall abide by the requirements under the E-rate program as set forth by the E-Rate program administrators. These requirements include, but are not limited to; filing of all forms, extension of appropriate discounts to the participating eligible entities, careful record keeping for auditing purposes, and the provision of any information participating eligible entities must submit as part of their filing requirements. The Contractor shall identify and separate any costs that are associated with non e-Rate eligible entities and services. All Contractors shall agree to submit to the Schools and Libraries Division (SLD) of USAC in a timely manner a completed Form 473, Service Provider Annual Certification form, which provides updated contact information to the SLD for the proposer. The proposer must also agree to provide a copy of the completed Form 473 to the owner, if requested. This form is available on the SLD's website at [www.sl.universalservice.org](http://www.sl.universalservice.org) in the Forms section.

### **C.6.1.6**

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

This document contains instructions governing the responses to be submitted by the responding service providers and other interested parties, the general format in which responses are to be submitted, the services to be included therein, and other requirements.

## **C.8. TECHNICAL SERVICE**

### **C.8.1**

The Contractor shall supply basic technical support, software patches and updates, and access to online documentation and resources for the referenced equipment models and quantities.

- The Contractor shall consider all branded solutions.
- It is preferred to have the maintenance for all listed equipment renew on the same date.

## **C.9 EQUIPMENT LIST**

### **C.9.1**

DCPS currently owns the equipment listed in Attachment J.9. Coverage would need to be provided for all eligible equipment.

## **C.10 EQUIPMENT UPDATES**

### **C.10.1**

The Contractor shall conduct a quarterly onsite meeting to inventory and discuss any changes, additions, or deletes to be made to co-terminus contract. This includes keeping the District abreast on items nearing End-Of-Life or End-Of-Support.

### **C.10.2**

Co-termination of all coverage Add, Delete or Modifications throughout term of contract. In the event of product add, changes are to be made at the same discount rate as provided in this quote. Similarly, if product is removed from contract the cost should be credited back to DCPS.

### **C.10.3**

Changes to contract must be performed in a timely manner not to exceed 21 days

## **C.11**

Network Maintenance of Internal Connections should include maintenance of the network server(s), network operating system including software updates, router(s), hubs, switches, firewalls, and all other LAN components required for the network to function.

### **C.11.1**

The Contractor shall submit a detailed Maintenance plan with their bids. The maintenance plan shall be detailed and identify exactly what the basic maintenance will consist of.

**C.11.2**

The Contractor shall submit a supporting schedule for maintenance and/or installation such as the one below.

Number	Task Description	Task Duration	Due Date	Target Date	Resource Name	Person Responsible	Predecessor	Risks	Critical Tasks

**C.11.3**

The Contractor shall provide anticipated pricing changes for future maintenance purchases. The Contractor bid shall be at least equivalent to 10% of the replacement cost for the equipment and components identified in the Price Schedule Section B.7 thru B.7.4 based on the anticipated repair/replacement history.

**C.12 BASIC MAINTENANCE AND SUPPORT AGREEMENT**

The Contractor Basic Maintenance and Support Agreement services shall include:

**C.12.1**

Unlimited phone support.

**C.12.2**

On-site support within two (2) hours of notification during regular business hours 7:00 AM – 5:00 PM, Monday through Friday and within four (4) hours of notification outside of regular business hours.

**C.12.3**

Technical assistance and support during business hours.

**C.12.4**

10 hours per month for on-site hardware maintenance, configuration services, and recovery services. The quote must include the hourly rate and the extended cost for the service.

**C.12.5**

10 hours per month for remote technical support. The quote must include the hourly rate and the extended cost for the service.



**C.12.6**

All repair parts and/or replacement equipment for any hardware failures experienced for the equipment and components identified in the Attachment J.9.

**C.13 CONTRACTOR QUALIFICATIONS****C.13.1**

All Contractors bidding shall be certified as Gold / Silver Cisco Partner or the equivalent. The Contractor shall include a hardcopy of the Gold /Silver Partner certification with their bid submission.

**C.14 APPLICABLE DOCUMENTS**

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

Item No.	Document Type	Title	Date
1	Service Provider Identification Number (SPIN)	Universal Service Administrative Company (USAC) Website: USAC.ORG	
2	Gold /Silver Partner certification or equivalent	Universal Service Administrative Company (USAC) Website: USAC.ORG	

**C.15 DCPS RESPONSIBILITIES AND OBLIGATIONS**

The DCPS Contract Administrator shall monitor the performance of the Contractor(s) and ensure adherence to the contract.

**C.15.1**

DCPS shall inform the Contractor(s) of any adjustments to the Division of Technology Initiatives Equipment List.

DCPS shall provide the Contractor(s) with an initial inventory of equipment for the fulfillment of the contract. Contractor(s) shall be responsible for ensuring equipment has been identified to be adequately repaired or reported to DCPS as in need of repair prior to the execution. Equipment that requires repair must be communicated to Division of Technology Initiatives team immediately upon discovery.

## **C.16 CONTRACTOR DELIVERABLES**

### **C.16.1**

The Contractor(s) shall adhere to all deliverables as outlined in section F.3.

## **SECTION D: PACKAGING AND MARKING**

### **D.1**

The packaging and marking requirements for the contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

## **SECTION E: INSPECTION AND ACCEPTANCE**

### **E.1**

The inspection and acceptance requirements for the contract shall be governed by clause number (6), Inspection of Service of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1).

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

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

#### **F.1.1**

The term of the contract(s) shall be from a July 29, 2016 thru June 30, 2017 for the base year period.

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

#### **F.2.1**

The District may extend the term of the contract(s) for a period of four (4) one-year option periods, or successive fractions thereof, by providing written notice to the Contractor(s) before the expiration of the contract; provided that the District will give the Contractor(s) 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(s) 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**

Pricing for the option period(s) shall be as specified in the Section B of the contract.

**F.2.4**

The total duration of the contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**F.3 DELIVERABLES**

The Contractor(s) shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
0001	Equipment Reports by eligibility, type, location, quantity, product service status	4	Email	January, April, July, December	Tech_dcps@dc.gov
0002	Trouble tickets, outage summary, duration of outages, and outage resolution classified by school	4	Email	January, April, July, December	Tech_dcps@dc.gov
0003	Maintenance Trends: Ability to view trends in utilization classified by school	4	Email	January, April, July, December	Tech_dcps@dc.gov
0004	Quarterly cost reports	4	Email	January, April, July, December	Tech_dcps@dc.gov

The Contractor shall provide to the Contracting Officer Technical Representative (COTR) the reports indicated by the fifteenth day of the month via e-mail or web access reporting tools for services in the previous month.

**F.3.1**

The Contractor(s) shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor(s) does not submit the report as part of the deliverables, final payment to the Contractor(s) shall not be paid pursuant to section

## SECTION G: CONTRACT ADMINISTRATION

### G.1 INVOICE PAYMENT

#### G.1.1

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

#### G.1.2

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

### G.2 INVOICE SUBMITTAL

#### G.2.1

Contractor(s) shall submit all invoices to their assigned DCPS contract administrator for review, in a standard format and template. Contractor(s) has up to the 10<sup>th</sup> day of the following month to submit invoices for the previous month. Any submission after the 10<sup>th</sup> shall result in a delay of processing and ultimately, a delay in payment. Invoices shall be accurate and easy to comprehend. DCPS reserves the right to dispute the entire invoices or portions of it. Any unauthorized purchases that are included on the invoices shall not be paid and Contractor(s) shall be expected to revise that invoice, making sure that the disputed item or items is or are removed or excluded from the revised invoice. Payment shall be made within 30 days of DCPS submitting the invoice to DC OCFO for payment at [dcps.invoices@dc.gov](mailto:dcps.invoices@dc.gov).

The address of the contract administrator is:

Kelly Hart  
Division of Technology Initiatives  
Office of the Chief Operating Officer  
1200 First Street, NE, 11th Floor  
Washington, DC 20002  
[Kelly.Hart@dc.gov](mailto:Kelly.Hart@dc.gov)

#### G.2.2

To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

##### G.2.2.1

Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

##### G.2.2.2

Contract number and invoice number;

**G.2.2.3**

Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

**G.2.2.4**

Other supporting documentation or information, as required by the Contracting Officer;

**G.2.2.5**

Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.2.2.6**

Name, title, phone number of person preparing the invoice;

**G.2.2.7**

Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

**G.2.2.8**

Authorized signature.

**G.3 ORDERING CLAUSE**

**G.3.1**

Any supplies and services to be furnished under the contract shall be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of the contract.

**G.3.2**

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

**G.3.3**

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

## **G.4 ASSIGNMENT OF CONTRACT PAYMENTS**

### **G.4.1**

In accordance with 27 DCMR 3250, the Contractor(s) may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of the contract.

### **G.4.2**

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

### **G.4.3**

Notwithstanding an assignment of contract payments, the Contractor(s), not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice shall refer to the assignment and shall show that payment of the invoice is to be made directly to the assignee as follows: "Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee)."

## **G.5 THE QUICK PAYMENT CLAUSE**

### **G.5.1 INTEREST PENALTIES TO CONTRACTOR(S)**

#### **G.5.1.1**

The District will pay interest penalties on amounts due to the Contractor(s) 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;
- (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.5.1.2**

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.5.2 PAYMENTS TO SUBCONTRACTOR(S)**

#### **G.5.2.1**

The Contractor(s) must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor(s) by the District for work performed by any subcontractor(s) under the contract:

- (a) Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or
- (b) Notify the District and the subcontractor(s), in writing, of the Contractor(s)'s intention to withhold all or part of the subcontractor(s)'s payment and state the reason for the nonpayment.

#### G.5.2.2

The Contractor(s) must pay any subcontractor(s) or supplier interest penalties on amounts due to the subcontractor(s) 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.5.2.3

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(s) and thereafter interest penalties shall accrue on the added amount.

#### G.5.2.4

A dispute between the Contractor(s) and subcontractor(s) relating to the amounts or entitlement of a subcontractor(s) 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.5.3 SUBCONTRACT REQUIREMENTS**

#### G.5.3.1

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

### **G.6 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:

Ms. Glorious Bazemore, Chief Procurement Officer  
Office of Contracts and Acquisitions  
District of Columbia Public Schools  
1200 First St. NE, 9<sup>th</sup> Floor  
Washington, DC 20002  
Email: [glorious.bazemore@dc.gov](mailto:glorious.bazemore@dc.gov)

Contract Specialist:  
Gwendolyn Walters, Senior Contract Specialist  
Office of Contracts and Acquisitions  
District of Columbia Public Schools  
1200 First St. NE, 9<sup>th</sup> Floor  
Washington, DC 20002  
Email: [gwendolyn.walters@dc.gov](mailto:gwendolyn.walters@dc.gov)

## **G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

### **G.7.1**

The CO is the only person authorized to approve changes in any of the requirements of the contract, notwithstanding provisions contained elsewhere in the Contract.

### **G.7.2**

The Contractor(s) shall not comply with any order, directive or request that changes or modifies the requirements of the contract, unless issued in writing and signed by the CO, or pursuant to specific authority otherwise included as part of the contract.

### **G.7.3**

In the event the Contractor(s) 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.8 CONTRACT ADMINISTRATOR (CA)**

### **G.8.1**

The CA is responsible for general administration of the contract and advising the CO as to the Contractor(s)'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.8.1.1**

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.8.1.2**

Coordinating site entry for Contractor(s) personnel, if applicable;



**G.8.1.3**

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

**G.8.1.4**

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.8.1.5**

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

**G.8.2**

The address and telephone number of the CA is:

Kelly Hart  
Division of Technology Initiatives  
Office of the Chief Operating Officer  
1200 First Street, NE, 11th Floor  
Washington, DC (20002)  
(202) 442-5113  
Kelly.Hart@dc.gov

**G.8.3**

The CA shall NOT have the authority to:

**G.8.3.1**

Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;

**G.8.3.2**

Grant deviations from or waive any of the terms and conditions of the contract;

**G.8.3.3**

Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,

**G.8.3.4**

Authorize the expenditure of funds by the Contractor(s);

G.8.3.5

Change the period of performance; or

G.8.3.6

Authorize the use of District property, except as specified under the contract.

**G.8.4**

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

**G.8.5 USF AUDIT AND DOCUMENT RETENTION REQUIREMENT**

The Contractor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to the Contractor services to the DCPS. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by DCPS. Vendor shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing the DCPS the same right to inspect and audit those records as set forth herein.

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

G.8.5.1

Separating ineligible project management and other professional services costs, if any, from other charges

G.8.5.2

Where labor is involved, maintaining detailed, signed individual timesheets

G.8.5.3

Ensuring that ineligible charges are not submitted to USAC

G.8.5.4

Invoicing to USAC that is consistent with the contract and the DCPS 470 and 471

G.8.5.5

Ensuring that services or products are not provided to the DCPS without DCPS express written permission or official purchase authorization

G.8.5.6

Ensuring that DCPS-approved substitute services or products are prominently noted on invoices submitted to USAC and the DCPS

G.8.5.7

Where applicable, non-recurring services provided prior to September 30th and recurring services provided prior to June 30<sup>th</sup>

h

G.8.5.8

Supporting documentation sufficient to evidence that what was approved per the FCDL and provided to the DCPS, was actually provided to the DCPS.

G.8.5.9

If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed

G.8.5.10

If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471

G.8.5.11

Documenting that E-rate funded services were provided within the allowable contract period and program year

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

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

#### **H.1.1**

For all new employment resulting from the contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor(s) 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.1.2**

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.1.3**

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

## **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor(s) shall be bound by the Wage Determination No. : 2015-4281, Revision No.: 2, dated 12//2015 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(s) shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the District of Columbia Standard Contract Provisions dated March 2007 (SCP). If an option is exercised, the Contractor(s) shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor(s) may be entitled to an equitable adjustment.

## **H.3 PUBLICITY**

Contractor shall not use the logo of DCPS, the District government or any District agency in any way without first obtaining approval from the CA. In addition, Contractor shall not use the name of DCPS, the District government or any District agency in any statement, promotional materials (including on Contractor's web site) or in any published materials in a manner which states or implies support for or an endorsement of Contractor by DCPS. The Contractor(s) shall at all times obtain the prior written approval from the CA before it, any of its officers, agents, employees or subcontractor(s), either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under the contract.

## **H.4 FREEDOM OF INFORMATION ACT**

### **H.4.1**

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor(s) receives a request for such information, the Contractor(s) shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor(s) pursuant to the contract, the CA will forward a copy to the Contractor(s). In either event, the Contractor(s) is required by law to provide all

responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor(s) for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

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

### **H.5.1**

The Contractor(s) 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"). Respondents should review the requirements of this law to determine their specific compliance obligations.

### **H.5.2**

The Contractor(s) shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor(s) shall agree that:

#### **H.5.2.1**

The first source for finding employees to fill all jobs created in order to perform the contract shall be the DOES; and

#### **H.5.2.2**

The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

### **H.5.3**

The Contractor(s) shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

#### **H.5.3.1**

Number of employees needed;

#### **H.5.3.2**

Number of current employees transferred;

#### **H.5.3.3**

Number of new job openings created;

**H.5.3.4**

Number of job openings listed with DOES;

**H.5.3.5**

Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

**H.5.3.6**

Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:

**H.5.3.6.1**

Name;

**H.5.3.6.2**

Social security number;

**H.5.3.6.3**

Job title;

**H.5.3.6.4**

Hire date;

**H.5.3.6.5**

Residence; and

**H.5.3.6.6**

Referral source for all new hires.

**H.5.4**

If the contract amount is equal to or greater than \$100,000, the Contractor(s) agrees that 51% of the new employees hired for the contract shall be District residents.

**H.5.5**

With the submission of the Contractor(s)'s final request for payment from the District, the Contractor(s) shall:

#### H.5.5.1

Document in a report to the CO its compliance with section H.5.4 of this clause; or;

#### H.5.5.2

Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:

##### H.5.5.2.1

Material supporting a good faith effort to comply;

##### H.5.5.2.2

Referrals provided by DOES and other referral sources;

##### H.5.5.2.3

Advertisement of job openings listed with DOES and other referral sources; and

##### H.5.5.2.4

Any documentation supporting the waiver request pursuant to section H.5.6.

### H.5.6

The CO may waive the provisions of section H.5.4 if the CO finds that:

#### H.5.6.1

A good faith effort to comply is demonstrated by the Contractor(s);

#### H.5.6.2

The Contractor(s) is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

#### H.5.6.3

The Contractor(s) enters into a special workforce development training or placement arrangement with DOES; or

#### **H.5.6.4**

DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

#### **H.5.7**

Upon receipt of the Contractor(s)' final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor(s) is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor(s) is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

#### **H.5.8**

Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor(s) shall make payment to DOES. The Contractor(s) may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the CO pursuant to this section H.5.8.

#### **H.5.9**

The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

### **H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

#### **H.6.1**

During the performance of the contract, the Contractor(s) and any of its subcontractor(s) shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

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

#### **H.7.1**

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

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

#### **H.8.1**

Except as described in H.8.8 below, the Contractor(s) shall comply with Title I of the Way to Work Amendment Act of 2006, effective January 1, 2016 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*



("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period. The living wage rate has been adjusted to \$13.84 per hour, effective as of January 1, 2016.

### **H.8.2**

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

### **H.8.3**

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

### **H.8.4**

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

### **H.8.5**

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

### **H.8.6**

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

### **H.8.7**

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

### **H.8.8**

The requirements of the Living Wage Act of 2006 do not apply to:

#### **H.8.8.1**

Contracts or other agreements that are subject to higher wage level determinations required by federal law;

H.8.8.2

Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

H.8.8.3

Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

H.8.8.4

Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;

H.8.8.5

Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

H.8.8.6

An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

H.8.8.7

Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

H.8.8.8

Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

H.8.8.9

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

#### H.8.8.10

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

### H.8.9

The Mayor may exempt a Contractor(s) from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## H.9 SUBCONTRACTING REQUIREMENTS

### H.9.1 Mandatory Subcontracting Requirements

- (1) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, 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).
- (2) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(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.
- (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 (a)(1) and (a)(2) of this clause.
- (4) Except as provided in (a)(5) and (a)(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.
- (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.
- (6) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- (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 by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section (a) of this clause. The plan shall be submitted as part of the bid and may only be amended 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 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.**

- (1) If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
  - (A) The price that the prime contractor will pay each subcontractor under the subcontract;
  - (B) A description of the goods procured or the services subcontracted for;
  - (C) The amount paid by the prime contractor under the subcontract; and
  - (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- (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**

- (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.
- (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.
- (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 AUDITS AND RECORDS**

### **H.10.1**

As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

### **H.10.2**

Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor(s) shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of the contract. This right of examination shall include inspection at all reasonable times of the Contractor(s)' plants, or parts of them, engaged in performing the contract.

### **H.10.3**

Cost or pricing data. If the Contractor(s) has been required to submit cost or pricing data in connection with any pricing action relating to the contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor(s)'s records, including computations and projections, related to:

- (a) The proposal for the contract, subcontract, or modification;
- (b) The discussions conducted on the proposal(s), including those related to negotiating;
- (c) Pricing of the contract, subcontract, or modification; or
- (d) Performance of the contract, subcontract or modification.

#### H.10.3.1

Performance of the contract, subcontract or modification.

### **H.10.4 COMPTROLLER GENERAL**

#### H.10.4.1

The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor(s)'s directly pertinent records involving transactions related to the contract or a subcontract hereunder.

#### H.10.4.2

This paragraph may not be construed to require the Contractor(s) or subcontractor(s) to create or maintain any record that the Contractor(s) or subcontractor(s) does not maintain in the ordinary course of business or pursuant to a provision of law.

### **H.10.5 REPORTS**

If the Contractor(s) is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

#### H.10.5.1

The effectiveness of the Contractor(s)'s policies and procedures to produce data compatible with the objectives of these reports; and

#### H.10.5.2

The data reported.

### **H.10.6**

Availability. The Contractor(s) shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.10.1 through H.10.5, for examination, audit, or reproduction, until three (3) years after final payment under the contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of the contract. In addition:

#### H.10.6.1

If the contract is completely or partially terminated, the Contractor(s) shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and

#### H.10.6.2

The Contractor(s) shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the contract until such appeals, litigation, or claims are finally resolved.

### **H.10.7**

The Contractor(s) shall insert a clause containing all the terms of this clause, including this section H.10.7, in all subcontracts under the contract that exceed the small purchase threshold of \$100,000, and:

#### H.10.7.1

That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

#### H.10.7.2

For which cost or pricing data are required; or

#### H.10.7.3

That requires the subcontractor(s) to furnish reports as discussed in H.10.4 of this clause.

## **H.11 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTOR(S) THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH**

### **H.11.1**

A Contractor(s) that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 et seq.), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor(s) shall request criminal background checks for all employees that will have access to DCPS students.

### **H.11.2**

The Contractor(s) shall request criminal background checks for all employees that will have access to DCPS students unless exempted by 27 DCMR 500.3.

### **H.11.3**

The Contractor(s) shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties.

#### **H.11.4**

The Contractor(s) shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

#### **H.11.5**

The Contractor(s) shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

#### **H.11.6**

The Contractor(s) shall obtain from each applicant, employee and unsupervised volunteer:

- (a) a written authorization which authorizes the District to conduct a criminal background check;
- (b) a written confirmation stating that the Contractor(s) has informed him or her that the District is authorized to conduct a criminal background check;
- (c) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
  - (1) Murder, attempted murder, manslaughter, or arson;
  - (2) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
  - (3) Burglary;
  - (4) Robbery;
  - (5) Kidnapping;
  - (6) Illegal use or possession of a firearm;
  - (7) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
  - (8) Child abuse or cruelty to children; or
  - (9) Unlawful distribution of or possession with intent to distribute a controlled substance;
- (d) a written acknowledgement stating that the Contractor(s) has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (e) a written acknowledgement stating that the Contractor(s) has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

#### **H.11.7**

The Contractor(s) shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties. An applicant for employment or a volunteer position with



a private entity who provides false information in the course of applying for the position shall be subject to prosecution pursuant to section 404 of the District of Columbia Theft and White Collar Crimes Act of 1982 (D.C. Law 4-164; D.C. Official Code § 22-2405), and, upon conviction, shall be fined not more than \$1,000 or imprisoned for not more than 180 days, or both.

#### **H.11.8**

Prior to requesting a criminal background check, the Contractor(s) shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (a) To authorize the Metropolitan Police Department (MPD), or other entity as appropriate, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor(s) is authorized and required to conduct a criminal background check;
- (b) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra- family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.12.5(C);
- (c) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (d) To acknowledge that the Contractor may choose to deny the applicant employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (e) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

#### **H.11.9**

The Contractor(s) shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

#### **H.11.10**

Unless otherwise provided in the Contract, the Contractor(s) shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

#### **H.11.11**

Unless otherwise provided in the Contract, the Contractor(s) shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

#### **H.11.12**

The Contractor(s) shall provide copies of all criminal background and traffic check reports to the Office of Contracts and Acquisitions (OCA) within one business day of receipt.

#### **H.11.13**

The Contractor(s) shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.

#### **H.11.14**

The Contractor(s) may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.

#### **H.11.15**

The Contractor(s) may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.

#### **H.11.16**

The Contractor(s) shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

#### **H.11.17**

The Contractor(s) shall conduct periodic criminal background checks as specified in the contract for current employees and unsupervised volunteers. Contracts shall also conduct criminal background checks upon the exercise of each option year of the contract for current employees and unsupervised volunteer in the positions listed in sections H.11.1 and H.11.2.

#### **H.11.18**

An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.

#### **H.11.19**

The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or

employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor(s) whether an offer may be made to each applicant.

The CA shall be solely responsible for assessing the information obtained from each traffic records check to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor(s) whether an offer may be made to each applicant.

#### **H.11.20**

If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that, she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

#### **H.11.21**

Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor(s) shall not release or otherwise disclose the reports to any person, except as directed by the CO, or as provided in Title 27 of the D.C.M.R., Chapter 27-5, Section 505.

#### **H.11.23**

Compliance with 7 CFR §3018.110 Certification and disclosure.

- (a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
  - (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
  - (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- (b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
  - (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
  - (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
  - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
  - (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
  - (2) A sub grant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
  - (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
  - (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, Shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- (f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- (g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.
- (h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either Subpart B or C.

#### **H.11.24 INSURANCE REQUIREMENTS**

Contractor(s) to provide evidence of current insurance coverage. If awarded the contract, and Contractor(s)'s current coverage does not meet the requirements stated in Section I.8, Contractor(s) shall identify gaps in insurance and provide list of proposed specific coverages to address these gaps upon award.

#### **H.11.25**

In addition to other contractual provisions required by the District, the contract(s) related to this solicitation must address the following provisions from 2 CFR Part 200 Appendix II:

##### **H.25.1**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **H.25.2 BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

## **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 March 2007 (Attachment J.1) are incorporated as part of the contract resulting from this solicitation.

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

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

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

All information obtained by Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

#### **I.3.1**

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence in accordance with the District and federal laws governing the confidentiality of records 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.

#### **I.3.2**

Contractor is required to provide an institutional service or function on behalf of DCPS under the contract. Contractor's ability to provide such institutional service or function requires DCPS to disclose personally identifiable information from education records ("PII") to Contractor and DCPS has

determined Contractor has legitimate educational interests in such disclosure. All PII must be shared and safeguarded in accordance with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"), a federal law that protects the privacy of student educational records. Accordingly, pursuant to 34 CFR § 99.31(a)(1)(i)(B), Contractor acknowledges that (i) it has been outsourced an institutional service or function of DCPS under the contract; (ii) it is considered a "school official" for purposes of providing such institutional service or function under the contract; (iii) it is under the direct control of DCPS with respect to the use and maintenance of all PII it will have access to under the contract; and (iv) it is subject to the requirements of 34 CFR § 99.33(a) with respect to the use and disclosure of all PII under the contract. According to 34 CFR § 99.33(a), Contractor must (1) not disclose any PII it may have access to under the contract to another party without first obtaining prior written consent from the affected parent (or student if the student has reached the age of 18); and (2) ensure that its officers, employees and agents receiving PII under the contract only use such information for purposes of providing an institutional service or function on behalf of DCPS. The Contractor, its officers, employees and agents shall be required to comply with the FERPA and District laws and regulations at all times, including when responding to subpoenas for education 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**

### **I.5.1**

"Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

### **I.5.2**

The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

### **I.5.3**

The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable

to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

#### **I.5.4**

The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

#### **I.5.5**

All data first produced in the performance of the contract shall be the sole property of the District. The Contractor(s) hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor(s) for the District under the contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor(s) hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor(s) agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor(s) agrees not to assert any rights in common law or in equity in such data. The Contractor(s) shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

#### **I.5.6**

The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of the contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

##### **I.5.6.1**

Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

##### **I.5.6.2**

Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

#### **I.5.6.3**

Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

#### **I.5.7**

The restricted rights set forth in section I.5.6 are of no effect unless

- i. The data is marked by the Contractor(s) with the following legend:  
RESTRICTED RIGHTS LEGEND  
Use, duplication, or disclosure is subject to restrictions stated in Contract  
No. \_\_\_\_\_ with (Contractor(s)'s Name); and
- ii. If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor(s) may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor(s) to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

#### **I.5.8**

In addition to the rights granted in Section I.5.6 above, the Contractor(s) hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor(s), in any work of authorship prepared for or acquired by the District under the contract. Unless written approval of the Contracting Officer is obtained, the Contractor(s) shall not include in technical data or computer software prepared for or acquired by the District under the contract any works of authorship in which copyright is not owned by the Contractor(s) without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

#### **I.5.9**

Whenever any data, including computer software, are to be obtained from a subcontractor(s) under the contract, the Contractor(s) shall use this clause, I.5, 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)'s rights in that subcontractor(s) data or computer software which is required for the District.

#### **I.5.10**

For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor(s) shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor(s), 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 Contractor(s) should be declared bankrupt or



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 then 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.

#### **I.5.11**

The Contractor(s) 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 the contract, or (ii) based upon any data furnished under the contract, or based upon libelous or other unlawful matter contained in such data.

#### **I.5.12**

Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor(s) by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor(s) at the time of delivery of such work.

### **I.6 OTHER CONTRACTORS**

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

### **I.7 SUBCONTRACTS**

The Contractor(s) hereunder shall not subcontract any of the Contractor(s)'s work or services to any subcontractor(s) 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(s). Any such subcontract shall specify that the Contractor(s) and the subcontractor(s) shall be subject to every provision of the contract.

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

#### **I.7.1**

The District may reject any proposal that fails to include a subcontracting plan that is required by law.

## **I.8 INSURANCE**

### **I.8.1 GENERAL REQUIREMENTS**

The Contractor(s) shall procure and maintain, during the entire period of performance under the contract, the types of insurance specified below. The Contractor(s) 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 the contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor(s) shall require all of its subcontractor(s) to carry the same insurance required herein. The Contractor(s) shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor(s) shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

#### **I.8.1.1 COMMERCIAL GENERAL LIABILITY INSURANCE**

The Contractor(s) shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Contractor(s)s. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor(s) shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under the contract.

#### **I.8.1.2 Automobile Liability Insurance**

The Contractor(s) shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

#### **I.8.1.3 Workers' Compensation Insurance**

The Contractor(s) shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

#### **I.8.1.4 Employer's Liability Insurance**

The Contractor(s) shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

#### **I.8.1.5 Umbrella or Excess Liability Insurance**

The Contractor(s) shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$1,000,000 per occurrence, including the District of Columbia as additional insured.

#### **I.8.1.6**

The Contractor(s) shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under the contract.

#### **I.8.1.7 CRIME INSURANCE (3<sup>RD</sup> PARTY INDEMNITY)**

The Contractor(s) shall provide a 3<sup>rd</sup> Party Crime policy to cover the dishonest acts of Contractor(s)'s employees which result in a loss to the District. The policy shall provide a limit of \$1,000,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.

#### **I.8.1.8 SEXUAL/PHYSICAL ABUSE & MOLESTATION**

The Contractor(s) 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. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

#### **I.8.1.9 Employment Practices Liability**

The Contractor(s) shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractor(s)'s Endorsement. The policy shall provide limits of \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act. The Contractor(s) shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under the contract.

### **I.8.2 DURATION**

The Contractor(s) 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 the contract.

### **I.8.3**

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 THE CONTRACT.

### **I.8.4 Contractor's Property**

Contractor(s) and subcontractor(s) 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.

### **I.8.5 Measurement**

The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor(s) shall include all of the costs of insurance and bonds in the contract price.

### **I.8.6 Notification**

The Contractor(s) 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.

### **I.8.7 CERTIFICATES OF INSURANCE**

The Contractor(s) 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:

Glorious Bazemore  
Office of Contracting and Acquisitions  
1200 First Street, NE, 9th Floor  
Washington, DC 20002  
(202) 442-5128  
[Glorious.Bazemore@dc.gov](mailto:Glorious.Bazemore@dc.gov)

### **I.8.8 DISCLOSURE OF INFORMATION**

The Contractor(s) 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(s), its agents, employees, servants or subcontractor(s) in the performance of the contract.

## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are

incorporated herein as Section J.3. An award cannot be made to any Contractor(s) who has not satisfied the equal employment requirements.

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

### **I.10.1**

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

#### **I.10.1.2**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

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

## **I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000.00 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

## **I.12 GOVERNING LAW**

The contract, and any disputes arising out of or related to the contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

## **I.13 CONTINUITY OF SERVICES**

### **I.13.1**

The Contractor(s) recognizes that the services provided under the contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another Contractor(s), at the District's option, may continue to provide these services. To that end, the Contractor(s) agrees to:

#### **I.13.1.1**

Furnish phase-out, phase-in (transition) training; and

#### **I.13.1.2**

Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

### **I.13.2**

The Contractor(s) shall, upon the CO's written notice:

#### **I.13.2.1**

Furnish phase-in, phase-out services for up to 90 days after the contract expires and

#### **I.13.2.2**

Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the CO's approval.

### **I.13.3**

The Contractor(s) shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by the contract are maintained at the required level of proficiency.

### **I.13.4**

The Contractor(s) shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by the contract. The Contractor(s) also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor(s) shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

### **I.13.5**

Only in accordance with a modification issued by the Contracting Officer, the Contractor(s) shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under the contract.

### **I.14**

Applicable only if the contract exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 USC 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 USC 1319 (c) (1)) and is listed by EPA, or is not otherwise exempt.)

### **I.15**

The Contractor(s) certifies as follows:

Any facility to be utilized in the performance of this proposed contract has ( ), has not ( ) been listed on the Environmental Protection Agency List of Violating facilities.

He will promptly notify the Contracting Officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

He will include substantially this certification, including this paragraph (c) in every non-exempt sub-contract.

## **I.16**

The Contractor(s) shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; title 7 CFR Part 15, 15a and 15b: the Americans with Disabilities Act; the FNS instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

## **I.17 DISPUTES**

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

- (a) Claims by the Contractor against the District: Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant
  - (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
    - (A) A description of the claim and the amount in dispute;
    - (B) Data or other information in support of the claim;
    - (C) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
    - (D) 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:
    - (A) Provide a description of the claim or dispute;
    - (B) Refer to the pertinent contract terms;
    - (C) State the factual areas of agreement and disagreement;
    - (D) 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;

- (E) 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;
  - (F) Indicate that the written document is the CO's final decision; and
  - (G) 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:
    - (A) Provide a description of the claim or dispute;
    - (B) Refer to the pertinent contract terms;
    - (C) State the factual areas of agreement and disagreement;
    - (D) 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;
    - (E) 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;
    - (F) Indicate that the written document is the CO's final decision; and
    - (G) 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.

## SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://ocp.dc.gov/publication/standard-contract-provisions-march-2007">http://ocp.dc.gov/publication/standard-contract-provisions-march-2007</a>
J.2	U.S. Department of Labor Wage Determination Wage Determination No.: 2005-2103, Revision No.: 16, Date Of Revision: dated 7/8/15 (Attachment J.2)
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 (Attachment J.3)
J.4	Department of Employment Services First Source Employment Agreement (Attachment J.4)
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice (2016) (Attachment J.5)
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet (2016) (Attachment J.6)
J.7	Tax Certification Affidavit (Attachment J.7)

J.8	Bidder/Offerror Certification form (Attachment J.8)
J.9	DIVISION OF TECHNOLOGY INITIATIVES EQUIPMENT LIST SERIAL NUMBERS For Basic Maintenance of Internal Connections within the District of Columbia Public Schools. (Attachment J.9)

## SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTOR(S)

### K.1

The Contractor shall complete the Bidder/Offeror Certification as described in Section J.10.

## 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 Contracting Officer 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 District's Ariba E-Sourcing system. To be considered, a bidder must submit its bid via the Ariba E-Sourcing system 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 may reject as non-responsive any bid that fails to conform in any material respect to the IFB.

### **L.2.3**

The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

### **L.2.4**

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

### **L.2.5**

The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

## **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** into the District's E-Sourcing system no later than the closing date and time. The system will not allow late bids, **modifications to bids, or requests for withdrawals** after the exact closing date and time.

### **L.4.1 BID SUBMISSION**

Bids shall be submitted no later than April 21, 2016 at 5pm to the District of Columbia Public Schools, Office of Contracts and Acquisitions, 1200 First Street NE, 9<sup>th</sup> Floor, Washington, DC 20002. Bids, modifications, to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

A bidder may modify or withdraw its bid via the District's E-Sourcing system 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**

The District's E-Sourcing system 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 to Glorious. [Bazemore@dc.gov](mailto:Bazemore@dc.gov) and Gwendolyn.Walters@dc.gov . The prospective bidder should submit questions no later than *March 31, 2016*. The District will furnish responses via an amendment to the solicitation. 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.

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

The bidder shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing System's messaging process. 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 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. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

#### **L.12.3**

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

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

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

### **L.14 PRE-BID CONFERENCE**

A pre-bid conference will be held **at 10:00am on March 29, 2016**. All contractors are welcome to attend either in person or via conference call.

District of Columbia Public Schools  
1200 First Street, N.E., Room 1012A  
Washington, DC 20002  
Call-in Number: 605.477.2100  
Participant Access Code: 212294#

Prospective Contractor(s) 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 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-proposal conference are only intended for general discussion and do not represent DCPS' final position. Written questions can be submitted at the pre-proposal conference on March 29, 2016. All questions must be submitted to the Contracting Officer in writing following the close of the pre-proposal conference but no later March 31, 2016 by 4:00 PM in order to generate an official answer. Official answers will be provided in writing to all prospective Contractor(s) who are listed on the official Contractor(s) list as having received a copy of the solicitation. Answers will be posted on the DCPS website at [www.DCPS.dc.gov](http://www.DCPS.dc.gov).

### **L.15 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Glorious Bazemore  
Chief Procurement Officer  
Office of Contracts and Acquisitions  
1200 First Street, NE Suite 901  
Washington, D.C 200020r  
Phone Number/E-mail Address]

### **L.16 GENERAL STANDARDS OF RESPONSIBILITY**

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

#### **L.16.1**

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 governmental business 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 labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;

- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

### **L.16.2**

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

### **L.4**

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

## **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 2014”, D.C. Official Code § 2-218.01 et seq., as amended (“Act”, as used in this section), the District shall apply preferences in evaluating 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 as follows:

##### **M.1.1.1**

A prime contractor that is a small business enterprise certified by the DSLBD (SBE) will receive a three percent (3%) reduction in the bid price.

##### **M.1.1.2**

A prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price.

**M.1.1.3**

A prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a ten percent (10%) reduction in the bid price.

**M.1.1.4**

A prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price.

**M.1.1.5**

A prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price.

**M.1.1.6**

A prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price.

**M.1.1.7**

A prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price.

**M.1.1.8**

A prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price.

**M.1.2**

**MAXIMUM PREFERENCE AWARDED**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise (CBE) is entitled under the Act is twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with CBEs.

**M.1.3**

**PREFERENCES FOR CERTIFIED JOINT VENTURES**

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a(h).

**M.1.4 VERIFICATION OF BIDDER'S CERTIFICATION AS A CERTIFIED BUSINESS ENTERPRISE**



M.1.4.1

Any vendor 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 additional documentation regarding its certification as a certified business enterprise.

M.1.4.2

Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development

ATTN: CBE Certification Program

441 Fourth Street, NW, Suite 850N

Washington DC 20001

M.1.4.3

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