

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**Office of Contracting and Procurement**



**REQUEST FOR TASK ORDER PROPOSAL**

**TO:** DC Supply Schedule (DCSS) Holders (Industrial Supplies & Apparel/IT Equipment and Services)

**SOLICITATION No.:** GAGA-2023-T-0288

**CAPTION:** FY23 - OCTO YubiKeys

**ISSUANCE DATE:** Wednesday, July 12, 2023

**DUE DATE:** Wednesday, July 19, 2023, 2:00 pm EST

The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisition (OCA), on behalf of the Office of Data and Technology (ODT), seeks a qualified vendor to provide multi-step verification YubiKeys to enhance the security of the network.

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

**1. Proposal Submission Requirements**

All proposals in response to this Request for Task Order Proposal (RFTOP) shall be submitted electronically through [dcpsoca.inquiries@k12.dc.gov](mailto:dcpsoca.inquiries@k12.dc.gov).

The proposal shall, at minimum, include:

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

**2. Proposal Submission Date**

The closing date for receipt of proposals is 2:00 p.m. on Wednesday, July 19, 2023.

### 3. Evaluation for Award

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

- a. Provide DCSS contract and contract modifications.
- b. Provide a price quote of all requested products and services.
- c. The offeror shall in compliance with all applicable District laws and regulations.
- d. DC Business License
- e. Clean Hands - <https://mytax.dc.gov>
- f. Equal Employment Opportunity (EEO Forms)
- g. Tax Certificate Affidavit
- h. W9 Form
- i. Certificate of Insurance

Certificate Holder  
The District of Columbia Public Schools  
Office of Contracts and Acquisitions  
1200 First Street, NE – 9<sup>th</sup> Floor  
Washington, DC 20002

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

The District of Columbia Public Schools is Additional Insured under General Liability with respect to work. The policy also contains a Waiver of Subrogation provision in favor of the Government of the District of Columbia Public Schools.

### 4. Term of Contract

The term of the contract shall be from the date of award to September 30, 2023.

### 5. Contracting Officer (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

**Brenda Allen**  
Office of Contracts and Acquisitions, Contracting Officer  
Office of Resource Strategy  
1200 First Street, 9<sup>th</sup> Floor, NE  
Washington, DC 20002  
Phone: 202-251-2780  
Email: [Brenda.Allen@k12.dc.gov](mailto:Brenda.Allen@k12.dc.gov)

### 6. Authorized Changes by the Contracting Officer

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

- 6.1.2** The Contractor shall not comply with any order, directive, or request that changes or modifies the requirements of this contract unless issued in writing and signed by the CO.
- 6.1.3** In the event the Contractor 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.

**7. Contract Administrator (CA)**

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

- 7.1** 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;
- 7.2** Coordinating site entry for Contractor personnel, if applicable;
- 7.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- 7.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- 7.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment), and invoices or vouchers.
- 7.6** The address and telephone number of the CA is:

**Cyrus Verrani**  
Office of Data and Technology  
1200 First Street, 9<sup>th</sup> Floor, NE  
Washington, DC 20002  
Phone: 202-577-5876  
E-mail: [Cyrus.verrani@k12.dc.gov](mailto:Cyrus.verrani@k12.dc.gov)

- 7.7** The CA shall NOT have the authority to:
- a) Award, agree to, or sign any contract, delivery order, or task order. Only the CO shall make contractual agreements, commitments, or modifications;
  - b) Grant deviations from or waive any of the terms and conditions of the contract;
  - c) Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
  - d) Authorize the expenditure of funds by the Contractor;
  - e) Change the period of performance; or
  - f) Authorize the use of DCPS property, except as specified under the contract.

7.8 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer.

**8. Purchases of IT Hardware and Equipment**

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

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

**9. Invoice Payment**

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

**10. Invoice Submittal**

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

**11. Insurance**

A. GENERAL REQUIREMENTS. The Contractor, at its sole expense, shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance to the Contracting Officer (CO), giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to and accepted by the CO.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Contractor and its

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

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

## B. INSURANCE REQUIREMENTS

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

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or its equivalent) to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
- e) Defense costs shall be in addition to and not erode the limits of liability.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor in connection with work under this agreement, with a minimum combined single limit of \$1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Contractor shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

- a) Comprehensive - Fire, lightning, or explosion; theft; windstorm, hail, or earthquake; flood; mischief or vandalism; or the sinking, burning, collision, or derailment of any conveyance transporting the covered "auto".
- b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
  - b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis with respect to any other insurance, deductibles, or self-insurance available to the additional insureds
  - c) A waiver of subrogation in favor of The Government of the District of Columbia
  - d) Defense costs shall be in addition to and not erode the limits of liability
  - e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier, and Truckers (or its equivalent)
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

The Worker's Compensation and Employer's Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
  - b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&HW)
  - c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.
4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of the Contractor's operations or services with a limit of \$2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third-party and first-party

coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of a computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by the Contractor on behalf of The Government of the District of Columbia in the event of a data breach, including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. The Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance, or reinsurance maintained by The Government of the District of Columbia, and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

#### C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by the Contractor for work under this agreement shall be required to have the same insured required of the Contractor. Should the Contractor wish to propose different insurance requirements than outlined below, then, prior to the commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor. In either instance, the Contractor must provide proof of the subcontractor's required insurance prior to the commencement of work by the subcontractor.

#### D. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance, or self-insurance, including any deductible or retention, maintained by the Government of the District of Columbia.

E. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction-related contracts.

F. LIABILITY. These are the required minimum insurance requirements established by The

Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the contractor's liability under this contract.

- G. **CONTRACTOR'S PROPERTY.** Contractors and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.
- H. **MEASURE OF PAYMENT.** The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- I. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes result in the Contractor no long complying with the above requirements. The Contractor shall provide the CO with ten days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving the Contractor at least 30 days notice of the change. The Contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.
- J. **CERTIFICATES OF INSURANCE.** The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. The Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. The Contractor is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

**And mailed to the attention of:**

Yawovi Klouvi  
1200 First Street, 9<sup>th</sup> Floor, NE  
Washington, DC 20002  
**Phone:** 202-770-6117  
E-mail: [Yawovi.Klouvi@k12.dc.gov](mailto:Yawovi.Klouvi@k12.dc.gov)

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



certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- K. **DISCLOSURE OF INFORMATION** The Contractor agrees that The District of Columbia Public Schools may disclose the name and contact information of its insurers to any third party which presents a claim against The District of Columbia Public Schools for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants, or subcontractors in the performance of this contract.
- L. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District Columbia Public Schools.
- M. **WARRANTIES.** When applicable, the Contractor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). CO should collect, review for accuracy, and maintain all warranties for goods and services.

**12. Attachments**

Attachment A – Statement of Work

Attachment B – Price Schedule

Questions may be referred via [dcpsoca.inquiries@k12.dc.gov](mailto:dcpsoca.inquiries@k12.dc.gov).

## ATTACHMENT A

### A.1 Scope of Work

The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisition (OCA), on behalf of the Office of Data and Technology (ODT), seeks a qualified vendor to provide multi-step verification YubiKeys to enhance the security of the network.

### A.2 Background

The District of Columbia Public Schools (DCPS) requires hardware with authenticated secret storage on a separate secure chip built into the YubiKey, with no connection to the internet so it cannot be copied or stolen. With the YubiKey, the data is encrypted with strong public key cryptography where only the public key is stored on the server, eliminating risks. A single key, through its flexible multi-protocol capabilities, can work out-of-the-box with hundreds of systems, both cloud and on-premises.

### A.3 Requirements

The Contractor shall provide the following components/specifications below:

1. The Contractor shall provide electronic confirmation that the hardware security keys will be delivered within 5 days of the award to the Contracts Administrator (CA).
2. The Contractor shall provide a toll-free phone number for logging in new support cases and working on it immediately. The timeframe for support response time is usually within 4 hours.
3. The Contractor shall provide a central point of contact for direct phone and email communications.

<u>CLIN</u>	<u>Part Number</u>	<u>Description</u>	<u>Quantity</u>
<u>001</u>	<u>5060408461952</u>	<u>Security Key NFC</u>	<u>3,000</u>
<u>002</u>	<u>5060408464731</u>	<u>Security Key C NFC</u>	<u>3,500</u>
<u>003</u>	<u>5060408461426</u>	<u>YubiKey 5 NFC</u>	<u>250</u>
<u>004</u>	<u>5060408462331</u>	<u>YubiKey 5C NFC</u>	<u>250</u>
<u>005</u>		<u>Shipping and Handling</u>	

### A.4 Deliverables

**A.4.1** The Contractor shall deliver all items listed under “Attachment B” (Price Schedule) to the Contract Administrator identified in Section 7.6 of this solicitation.

<b>CLIN</b>	<b>Deliverable</b>	<b>Method of Delivery</b>	<b>Due Date</b>	<b>Deliver To:</b>
001	The Contractor shall deliver all equipment to the Office of Data and Technology.	Physical Delivery	30 Calendar Days from the Date of the Award	Attention: Cyrus Verrani Office of Data and Technology 1200 First Street, NE Washington, DC 20002 C: 202-577-5876 <a href="mailto:Cyrus.verrani@k12.dc.gov">Cyrus.verrani@k12.dc.gov</a>

002	The Contractor shall provide electronic confirmation of the hardware security keys delivery.	Electronically	5 Calendar Days from Date of Award	Attention CA: <a href="mailto:Cyrus.verrani@k12.dc.gov">Cyrus.verrani@k12.dc.gov</a>
003	The Contractor shall provide toll-free phone number for logging	Electronically	5 Calendar Days from Date of Award	Attention CA at: <a href="mailto:Cyrus.verrani@k12.dc.gov">Cyrus.verrani@k12.dc.gov</a>
004	The Contractor shall provide a central point of contact for direct phone and email communications.	Electronically	5 Calendar Days from Date of Award	Attention CA at: <a href="mailto:Cyrus.verrani@k12.dc.gov">Cyrus.verrani@k12.dc.gov</a>

**ATTACHMENT B - Price Schedule**

**B.1** The District of Columbia Public Schools (DCPS) seeks a qualified vendor to provide multi-step verification YubiKeys to enhance the security of the network.

**B.2** The District contemplates the award of a single Firm Fixed Price contract.

**B.3 PRICE SCHEDULE**

All prospective bidders must include a price schedule with their proposal package.

<b>CLIN</b>	<b>Description</b>	<b>Product Number</b>	<b>Qty.</b>	<b>Unit Price</b>	<b>Total Price</b>
001	Security Key NFC	5060408461952	3,000	\$	\$
002	Security Key C NFC	5060408464731	3,500	\$	\$
003	YubiKeys NFC	5060408461426	250	\$	\$
004	YubiKeys 5C NFC	5060408462331	250	\$	\$
005	Shipping and Handling			\$	\$
<b>TOTAL PRICE</b>					