



MURIEL BOWSER
MAYOR

November 2, 2023

Honorable Phil Mendelson
Chairman
Council of the District of Columbia
John A. Wilson Building
1350 Pennsylvania Avenue, NW, Suite 504
Washington, DC 20004

Dear Chairman Mendelson:

Pursuant to section 451 of the District of Columbia Home Rule Act (D.C. Official Code §1-204.51) and section 202 of the Procurement Practices Reform Act of 2010 (D.C. Official Code §2-352.02), enclosed for consideration and approval by the Council of the District of Columbia is proposed Contract No. GAGA-2023-T-0370 with CDW Government, LLC. in the amount of \$1,290,672.15. The period of performance is from November 16, 2023, to October 30, 2024.

Under the proposed contract, CDW Government, LLC shall provide a Microsoft software licenses to the District of Columbia Public Schools.

My administration is available to discuss any questions regarding the proposed contract. In order to facilitate a response to any questions you may have, please have your staff contact LaVeta Hilton, Deputy Chief Procurement Officer, District of Columbia Public Schools, at (202) 442-5136.

I look forward to the Council's favorable consideration of this proposed contract.

Sincerely,

A handwritten signature in black ink, appearing to read "Muriel Bowser".

Muriel Bowser

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
District of Columbia Public Schools**



Pursuant to section 202(c) of the Procurement Practices Reform Act of 2010, as amended, D.C. Official Code § 2-352.02(c), the following contract summary is provided:

COUNCIL CONTRACT SUMMARY
(Standard)

- (A) Contract Number:** GAGA-2023-T-0370
- Proposed Contractor:** CDW Government, LLC
- Contract Amount:** \$1,290,672.15
- Unit and Method of Compensation:** Firm fixed price per software unit
- Term of Contract:** November 16, 2023, to October 30, 2024
- Type of Contract:** Firm Fixed Price
- Source Selection Method:** Cooperative Agreement.
- (B) For a contract containing option periods, the contract amount for the base period and for each option period. If the contract amount for one or more of the option periods differs from the amount for the base period, provide an explanation of the reason for the difference:**
- n/a
- (C) The goods or services to be provided, the methods of delivering goods or services, and any significant program changes reflected in the proposed contract:**
- The vendor will provide DCPS with Microsoft software.
- (D) The selection process, including the number of offerors, the evaluation criteria, and the evaluation results, including price, technical or quality, and past performance components:**

On September 13, 2023, DCPS issued a task order against Sourcewell contract number 081419-CDW between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CDW Government LLC (Vendor), 230 N. Milwaukee Ave., Vernon Hills, IL 60061.

- (E) A description of any bid protest related to the award of the contract, including whether the protest was resolved through litigation, withdrawal of the protest by the protestor, or voluntary corrective action by the District. Include the identity of the protestor, the grounds alleged in the protest, and any deficiencies identified by the District as a result of the protest:**

There are no protests pending.

- (F) The background and qualifications of the proposed contractor, including its organization, financial stability, personnel, and performance on past or current government or private sector contracts with requirements similar to those of the proposed contract:**

CDW Government, LLC, previously provided Microsoft software to the District of Columbia Government and DCPS. Based on past performance with the agency, the contractor has the necessary organization, experience, accounting and operational controls, technical skills, ability to obtain, and a satisfactory record of integrity and business ethics.

Considering all existing commercial and governmental business commitments and its satisfactory performance record, DCPS believes CDW Government, LLC, can comply with the required or proposed delivery or performance schedule. The contractor has outlined in its bid a designated team that will perform, coordinate, and track the services.

Although the CWD Government LLC Dun & Bradstreet report shows a high risk of delinquent payments, that does not impact its ability to provide Microsoft software to DCPS.

- (G) A summary of the subcontracting plan required under section 2346 of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 *et seq.* (“Act”), including a certification that the subcontracting plan meets the minimum requirements of the Act and the dollar volume of the portion of the contract to be subcontracted, expressed both in total dollars and as a percentage of the total contract amount:**

CDW Government LLC is providing Microsoft Software and associated services through a cooperative agreement; therefore, no subcontracting plan is required.

- (H) Performance standards and the expected outcome of the proposed contract:**

CDW Government LLC’s performance will be regularly and routinely monitored by the DCPS Office of Data and Technology. The expected outcome of the proposed contract is for CDW Government, LLC., to provide the District of Columbia Public Schools with software that is a suite of applications designed to help with productivity and completing daily tasks on a computer, such as document sharing, presentations, and spreadsheets. The software will also provide DCPS with the ability to communicate using the Microsoft Outlook email suite and use Microsoft Teams to arrange virtual meetings and conference calls to remain connected with other staff.

(I) The amount and date of any expenditure of funds by the District pursuant to the contract prior to its submission to the Council for approval:

None

(J) A certification that the proposed contract is within the appropriated budget authority for the agency for the fiscal year and is consistent with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02:

The DCPS Agency Fiscal Officer has certified funds that the proposed contract is within the appropriated budget authority for DCPS for the fiscal year and is consistent with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02. The certification of funding is attached.

(K) A certification that the contract is legally sufficient, including whether the proposed contractor has any pending legal claims against the District:

The proposed contract has been determined to be legally sufficient by the Office of the Attorney General. The legal sufficiency certification is attached. The Contractor does not have any known pending legal claims against the District of Columbia.

(L) A certification that the Citywide Clean Hands database indicates that the proposed contractor is current with its District taxes. If the Citywide Clean Hands Database indicates that the proposed contractor is not current with its District taxes, either (1) a certification that the contractor has worked out and is current with a payment schedule approved by the District or (2) a certification that the contractor will be current with its District taxes after the District recovers any outstanding debt as provided under D.C. Official Code § 2-353.01(b):

The Contractor is in compliance with the Office of Tax and Revenue and the Department of Employment Services tax requirements. A Certificate of Clean Hands, dated August 3, 2023.

(M) A certification from the proposed contractor that it is current with its federal taxes or has worked out and is current with a payment schedule approved by the federal government:

The Contractor is current with its taxes pursuant to its signed "Bidder/Offeror Certifications" dated September 13, 2023.

(N) The status of the proposed contractor as a certified local, small, or disadvantaged business enterprise as defined in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended; D.C. Official Code § 2-218.01 *et seq.*:

CDW Government is not a certified business enterprise.

(O) Other aspects of the proposed contract that the Chief Procurement Officer considers significant:

Not Applicable

- (P) A statement indicating whether the proposed contractor is currently debarred from providing services or goods to the District or federal government, the dates of the debarment, and the reasons for debarment:**

CDW Government, LLC. is not on the Federal Excluded Parties List or the Office of Contracting and Procurement Excluded Parties List dated September 6, 2023.

- (Q) Any determination and findings issues relating to the contract's formation, including any determination and findings made under D.C. Official Code § 2-352.05 (privatization contracts):**

D&F Contractor's responsibility

D&F Price Reasonableness

D&F Cooperative Purchase

- (R) Where the contract and any amendments or modifications, if executed, will be made available online: <https://dcps.dc.gov/page/doing-business-dcps>**

- (S) Where the original solicitation and any amendments or modifications will be made available online: <https://dcps.dc.gov/page/doing-business-dcps>**



Date of Notice: August 3, 2023

Notice Number: L0009888541

CDW GOVERNMENT LLC.
230 N MILWAUKEE AVE
VERNON HILLS IL 60061-4304

FEIN: **-***0110
Case ID: 1582813



CERTIFICATE OF CLEAN HANDS

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES
CHAPTER 28 GENERAL LICENSE
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT
D.C. CODE § 47-2862 (2006)
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Melinda Jenkins

Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit MyTax.DC.gov. On the MyTax DC homepage, click the “Validate a Certificate of Clean Hands” hyperlink under the Clean Hands section.



Certification of Funding

Office of Fiscal Strategy
1200 First Street NE, 9th Floor, Washington, DC 20002
(202) 442-5112/Fax (202) 442-5634

1. Prepared by: **Andy Hai Ting- Manager, Fiscal Responsibility & Systems Improvement**
2. Funding Certification Period: **11/1/23-9/30/24**
3. Summary of Proposed Procurement: **Inventory Management Contract extension**
4. If contract has been awarded:
 - Contractor: **CDW Government**
 - Contract Dates: **11/1/23-9/30/24**
 - Contract Number: **GAGA-2023-T-0370**
 - Contract Amount: **\$1,290,672.15**
 - RK Number:
 - PO Number:

Funding Information:

AGENCY <small>GAO if DCPS GDO if OSSE</small>	FISCAL YEAR	AGENCY OBJECT	FUND	ACCOUNT	PROGRAM	COST CENTER	PROJECT	AWARD	AMOUNT
GA0	24	711	1010001	7171009	400271	40079	0	0	\$1,290,672.15
								Total	\$1,290,672.15

I hereby certify that the above referenced **CDW Government** contract is within the appropriated budget authority for the agency and is consistent with the financial plan and budget adopted in accordance with DC Official Code §§ 47-392.01 and 47-392.02 for the District of Columbia Public Schools for the applicable period of performance. The funding obligation for Fiscal Year 2024 is subject to Congressional approval.

Clive Savory
Name
DCPS Agency Fiscal Officer

10/4/2023
Date

Revised 10/4/23

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General

ATTORNEY GENERAL
BRIAN L. SCHWALB



Commercial Division

MEMORANDUM

TO: Thomas Wells
Director
Office of Policy and Legislative Affairs

FROM: Robert Schildkraut
Section Chief
Government Contracts Section

DATE: October 27, 2023

SUBJECT: Approval of Contract Action for Microsoft Software & Associated Services & Support
Contract Number: GAGA-2023-C-0370
Contractor: CDW Government, LLC
Proposed Option Amount: NTE \$1,290,672.15

This is to Certify that this Office has reviewed the above-referenced Contract and modification and that we have found it to be legally sufficient. If you have any questions in this regard, please do not hesitate to call me at (202) 724-4018.

Robert Schildkraut

Robert Schildkraut

GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29			1. REQUISITION NUMBER	PAGE
				1 of 10
2. TASK ORDER AGREEMENT NO.	3. Award/Effective Date	4. CONTRACT NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
GAGA-2023-T-0370	See Block 16c.	081419-CDW (Sourcewell)		
7. FOR SOLICITATION INFORMATION CONTACT Email Cyrus.Verrani@k12dc.gov	A. NAME Cyrus Verrani		B. TELEPHONE (No Collect Calls) (202) 442-5135	8. OFFER DUE DATE: 8/01/2023
9. ISSUED BY District of Columbia Public Schools Contracts and Acquisitions Division 1200 First Street, NE Washington, DC 20002 (202) 442-5112 - FAX (202) 442-6501		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input type="checkbox"/> GSA <input type="checkbox"/> DCSS <input checked="" type="checkbox"/> Cooperative Procurement: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> N/A <input type="checkbox"/> 13. RESERVED	12. PAYMENT DISCOUNT TERMS Net 30 days
5. CONTRACTOR / OFFEROR CDW Government LLC 230 N. Milwaukee Ave. Vernon Hills, IL 60061		16. PAYMENT WILL BE MADE BY CODE District of Columbia Public Schools Office of Accounts Payable 1200 First Street NE, 11th Floor. Washington, DC 20002		
15A DUNS NO.	15B TAX ID NO.			
17. DELIVER TO District of Columbia Public Schools Phone: 1(202) 671-6080 Office of Data and Technology 1200 First Street, NE Washington, DC 20002		18. ADMINISTERED BY District of Columbia Public Schools Contracts and Acquisitions Division 1200 First Street, NE, Floor 9 Washington, DC 20002		
18A. CHECK IF THE REMITTANCE IS DIFFERENT AND PUT SUCH AN ADDRESS IN THE OFFER <input type="checkbox"/>		18B. SUBMIT INVOICES TO THE ADDRESS SHOWN IN BLOCK 16 UNLESS THE BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE
	See the Pricing Table in Attachment B for CLINs.			24 AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.		26. TOTAL AWARD (FOR GOVT. USE ONLY) \$1,290,672.15		
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. THE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE DC SUPPLY SCHEDULE CONTRACT, FEDERAL SUPPLY SCHEDULE CONTRACT OR COOPERATIVE AGREEMENT IDENTIFIED IN BLOCK 4.		28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: (1) CONTRACTOR'S Technical proposal THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE DC SUPPLY SCHEDULE CONTRACT, FEDERAL SUPPLY SCHEDULE CONTRACT OR COOPERATIVE AGREEMENT IDENTIFIED IN BLOCK 4.		
29A. SIGNATURE OF OFFEROR /CONTRACTOR <u>Dario Bertocchi</u> Dario Bertocchi (Oct 25, 2023 12:01 EDT)		30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER)		
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Dario Bertocchi VP Contracting Operations	29C. DATE SIGNED Oct 25, 2023	30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Brenda Allen Contracting Officer	30C. DATE SIGNED	

JH
JH

1. SERVICES REQUIRED

The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the Office of the Data and Technology (ODT) is Purchasing Microsoft Licenses pursuant to the Sourcewell contract number 081419-CDW.

2. CONTRACT NUMBER

081419-CDW (Sourcewell)

3. TASK ORDER NUMBER

GAGA-2023-T-0370

4. TERM OF CONTRACT

The period of performance shall be from November 16, 2023, to October 30, 2024

5. CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The name, address, and telephone number of the Contracting Officer for this task order is:

Brenda Allen
Contracting Officer
District of Columbia Public Schools
1200 First Street, NE, 9th floor.
Washington, DC 20002
Phone: 202-251-2780
E-mail: brenda.allen2@k12.dc.gov

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

5.2 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.

5.3 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 with no adjustment.

6. CONTRACT ADMINISTRATOR (CA)

The CA is responsible for the technical administration of the contract and advises the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, for ensuring that the work conforms to the requirements of this contract, and such other responsibilities and authorities as may be specified in writing by the Contracting Officer. The CA for this task order is:

Cyrus Verrani,
Chief, Office of Data & Technology
District of Columbia Public Schools
1200 First Street, NE
Washington, DC 20002
Phone: 202-671-6403
Email: Cyrus.Verrani@K12.dc.gov

6.1 It is understood and agreed that the CA should not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.

6.2 Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, 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.

7. INVOICE PAYMENT

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.

7.1 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

8. INVOICE SUBMITTAL

The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in the contract.

8.1 The Contractor shall submit payment requests in electronic format through the DC Vendor Portal www.vendorportal.dc.gov by selecting the applicable purchase order number, which is listed on the Contractor's profile.

8.2 To constitute a proper invoice, the Contractor shall attach to all payment requests the invoice and all supporting documentation or information.

9. 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 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) 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 as 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 the United States Longshore and Harbor Workers Compensation Act (USL&H)
- 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 \$1,000,000 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.
5. 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 \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverage must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance, or reinsurance maintained by The 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 insurance 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 subcontractor 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 longer complying with the above requirements. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract. 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
Senior Contract Specialist
District of Columbia Public Schools
Office of Chief Resource Strategy
Contracts and Acquisitions Division
1200 First Street, NE – 9th Floor
Washington, DC 20002
Phone: 202-442-5114
E-mail: yawovi.klouvi@k12.dc.gov

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

- K. DISCLOSURE OF INFORMATION.** The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party that presents a claim against The Government of the District of Columbia 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 of Columbia.
- 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.

10. ORDER OF PRECEDENCE. The contract awarded as a result of this GSA will contain the following clause:

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

1. An applicable Court Order, if any
2. Contract document
3. Standard Contract Provisions
4. Contract attachments other than the Standard Contract Provisions
5. RFTOP, as amended.
6. Proposal

11. ATTACHMENTS

- 11.1** Attachment A – Statement of Work
- 11.2** Attachment B - Price Schedule

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ATTACHMENT A

A.1 Scope of Work

The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the Office of the Data and Technology (ODT) is purchasing Microsoft Licenses pursuant to the Source well contract number 081419-CDW.

A.2 APPLICABLE DOCUMENTS: Reserved

A.3 DEFINITIONS: Reserved

A.4 BACKGROUND

The District of Columbia Public Schools (DCPS) serves approximately 50,000 students through the efforts of approximately 4,000 educators in 118 schools. Technology is an enabler of student progress, educator effectiveness, and parent engagement. With equitable access to reliable technology as a foundation, the District will enhance student learning experiences and accelerate progress toward our vision for creating empowered and engaged communities of learners.

District of Columbia public schools use Microsoft O365 suites of services on a daily basis, including exchange services to other office tools and applications. The Microsoft 365 service offering from Microsoft encompasses several productivity technologies that have been woven together to provide a seamless solution in the cloud for a modern workplace. The DCPS Office of Data and Technology's (ODT) Information Technology (IT) Division seeks to identify and obtain a qualified vendor to provide appropriate Microsoft educational and professional product licenses for student, teacher, and administrative staff uses.

A.5. REQUIREMENTS

The Contractor shall meet the following project requirements/specifications:

- A.5.1** The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.
- A.5.2** The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- A.5.3** 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.

A.6 Deliverables

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

Item No	Item Description	Qty
001	Microsoft 365 A5 License for teacher/staff Mfg. Part#: AAD-38400-12mo	11000
002	Microsoft Office Project Professional – license and software assurance Mfg. Part#: H30-00237	35
003	Microsoft Visio Professional - license & software assurance Mfg. Part#: D87-01057	35
004	Microsoft 365 A5 license for Student Mfg. Part#: AAD-38405-D-12mo	65000
005	Power BI Premium P1 - subscription license Mfg. Part#: GST-00001-12MO	1
006	Microsoft Windows Azure Mfg. Part#: 6QK-00001-12MO	41
007	Power Automate Premium USL SU Power 1SM-00002-12MO	1
008	Microsoft Flow - subscription license Mfg. Part#: SFK-00001-12MO	11
009	Microsoft PowerApps Portals Login Capacity Add-on Mfg. Part#: SDX-00001-12MO	1
010	Microsoft PowerApps Portals Pageview Capacity add-on - Subscription License Mfg. Part#: SE6-00001-12MO	1
011	Microsoft Power Apps Per User Mfg. Part#: SEK-00001-12MO	75
012	Microsoft Office 365 Domestic Calling Plan Mfg. Part#: LM7-00002-12MO	100
013	Microsoft Project Online Essentials - subscription license Mfg. Part#: 7HS-00001-12MO	11500
014	Microsoft Office 365 (Plan A2) - subscription license Mfg. Part#: M6K-00001-12MO	10000
015	Microsoft Enterprise Mobility + Security A3 Full - subscription License Mfg. Part#: LEH-00001-B	10000
016	Microsoft Azure Active Directory Premium P1 Mfg. Part#: 3R3-00004-12MO	10000
017	Microsoft Project Online Professional - subscription license Mfg. Part#: 7MA-00001-12MO	125
018	GitHub Enterprise - subscription license Mfg. Part#: 151-00001-12MO	1

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ATTACHMENT B - PRICE SCHEDULE

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

- B.1** The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the Office of the Data and Technology (ODT), is purchasing Microsoft Licenses pursuant to the Source well contract number 081419-CDW.
- B.2** The District contemplates a single-award firm-fixed-price contract in accordance with 27 DCMR Chapter 24
- B.3** PRICE SCHEDULE
- B.3.1** BASE PERIOD: (November 16, 2023, to October 30, 2024)

Item No	Item Description	Qty	Unit price	Total price
001	Microsoft 365 A5 teacher/staff Mfg. Part#: AAD-38400-12mo	11000	\$102.80	\$1,130,800.00
002	Microsoft Office Project Professional - license & software assurance Mfg. Part#: H30-00237	35	53.59	\$1,875.65
003	Microsoft Visio Professional - license & software assurance Mfg. Part#: D87-01057	35	\$46.28	\$1,619.80
004	Microsoft 365 A5 license for Student Mfg. Part#: AAD-38405-D-12mo	65000	\$0.00	\$0.00
005	Power BI Premium P1 - subscription license Mfg. Part#: GST-00001-12MO	1	\$22,123.26	\$22,123.26
006	Microsoft Windows Azure Mfg. Part#: 6QK-00001-12MO	41	\$1,218.00	\$49,938.00
007	Power Automate Premium USL SU Power 1SM-00002-12MO	1	\$175.00	\$175.00
008	Microsoft Flow - subscription license Mfg. Part#: SFK-00001-12MO	11	\$564.01	\$6,204.11
009	Microsoft PowerApps Portals Login Capacity Add-on Mfg. Part#: SDX-00001-12MO	1	\$1947.57	\$1,947.57
010	Microsoft PowerApps Portals Pageview Capacity add-on Subscription License Mfg. Part#: SE6-00001-12MO	1	\$986.32	\$986.32
011	Microsoft Power Apps Per User Mfg. Part#: SEK-00001-12MO	75	\$112.99	\$8,474.25
0112	Microsoft Office 365 Domestic Calling Plan Mfg. Part#: LM7-00002-12MO	100	\$75.00	\$7,500.00
013	Microsoft Project Online Essentials - subscription license Mfg. Part#: 7HS-00001-12MO	11500	\$0.00	\$0.00
014	Microsoft Office 365 (Plan A2) - subscription license Mfg. Part#: M6K-00001-12MO	10000	\$0.00	\$0.00
015	Microsoft Enterprise Mobility + Security A3 Full – Subscription License Mfg. Part#: LEH-00001-B	10000	\$0.00	\$0.00
016	Microsoft Azure Active Directory Premium P1 Mfg. Part#: 3R3-00004-12MO	10000	\$0.00	\$0.00
017	Microsoft Project Online Professional - subscription license Mfg. Part#: 7MA-00001-12MO	125	\$72.76	\$9,095.00
018	GitHub Enterprise - subscription license Mfg. Part#: 151-00001-12MO	1	\$49,933.08	\$49,933.08
Total Price				\$1,290,672.15

B.4 NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. CODE § 2-222.04 et seq.

- B.4.1** Nonprofit organizations, as defined in the Act, shall include in their rates the indirect costs incurred in the provision of goods or performance of services under this contract pursuant to the nonprofit

organization's unexpired Negotiated Indirect Cost Rate Agreement (NICRA). If a nonprofit organization does not have an unexpired NICRA, the nonprofit organization may elect to instead include in its rates its indirect costs:

- 1) As calculated using a *de minimis* rate of 10% of all direct costs under this contract.
- 2) By negotiating a new percentage indirect cost rate with the awarding agency.
- 3) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past 2 years; however, a nonprofit organization may request to renegotiate indirect cost rates in accordance with 4.5.2 or
- 4) As calculated with a percentage rate and base amount, determined by a certified public accountant, as defined in the Act, using the nonprofit organization's audited financial statements from the immediately preceding fiscal year, pursuant to the OMB Uniform Guidance, and certified in writing by the certified public accountant.

B.4.2 If this contract is funded by a federal agency, indirect costs shall be consistent with the requirements for pass-through entities in 2 C.F.R. § 200.331 or any successor regulations.

B.4.3 The Contractor shall pay its subcontractors, which are nonprofit organizations, the same indirect cost rates as the nonprofit organization subcontractors would have received as a prime contractor.

END OF THE CONTRACT