

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Market		Page of Pages	
		<b>CBE Set-aside</b>		<b>1</b>	<b>54</b>
2. Contract Number	3. Solicitation Number	4. Type of Solicitation		5. Date Issued	6. Requisition/Purchase Number
	<b>DCPL-2025-R-0022</b>	<input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Request for Proposal		<b>January 22, 2025</b>	
6a. Caption:		<b>Network Infrastructure Upgrade</b>			
7. Issued By		Code	8. Address Offer To (If other than line 7)		
<b>District of Columbia Public Library          Office of Procurement          901 G Street, NW - 4th Floor          Washington, DC 20001</b>			<b>procurementdcp@dc.gov</b>		

NOTE: In sealed bid solicitations "Offer" and Offeror" means "Bid" and "Bidder"

**SOLICITATION**

9. Proposal in 1 copy for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, in the depository located in procurementdcp@dc.gov until 2:00 P.M. (ET) local time February 19, 2025

(Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 19 DCMR Chapter 43 as applicable. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Contact	A. Name		B. Telephone (No Collect Calls)		C. E-mail Address
	<b>Janet Concepcion</b>		(Area Code) <b>202</b>	(Number) <b>519-3261</b>	

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**OFFER**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 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 in the schedule.

13. Discount for Prompt Payment	10 Calendar days %	20 Calendar days %	30 Calendar days %	Calendar days %
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer/Contract

15B. Telephone		15 C. Check if remittance address is different from above - enter address in Schedule Section K.	17. Signature	18. Offer Date
(Area Code)	(Number) (Ext)			

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

19. Accepted as to Items Numbered		20. Amount	21. Accounting and Appropriation	
22	Award - DC OCP Form 201 not required		23. Submit Invoices to Address Shown In (1 copy unless otherwise specified)	
	Negotiated Agreement - DC OCP Form 201 may be executed		Item	
24. Administered By (If other than Item 7)		Code	25. Reserved for future use	
26. Name of Contracting Officer (Type or Print)		27. Government of the District of Columbia		28. Award Date
		(Signature of Contracting Officer)		

## **SECTION A - HISTORY AND BACKGROUND**

The District of Columbia Public Library (DCPL) system is an independent agency comprised of twenty-five (25) neighborhood branch libraries and the Martin Luther King Jr. (MLK) Memorial Central Library located at 901 G Street, NW, Washington, DC 20001. MLK Library is a historically designated building and has the distinction of being the only library building designed in Washington, DC by renowned architect Mies Van der Rohe.

DCPL intends to apply for discounts on the services listed in this Request for Proposals (RFP) through the federal Universal Service Support Mechanism for Schools and Libraries, commonly known as E-Rate. Several criteria and restrictions pertinent to the E-Rate program are included herein and must be met by the successful Contractor in order for the proposal to be considered a qualified proposal.

DCPL is in need of the services of an E-Rate eligible contractor for the supply and installation of network data distribution switches and wireless access points throughout the DCPL system.

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

### **B.1 INTRODUCTION**

The District of Columbia Public Library (DCPL) is seeking an E-Rate eligible contractor to provide all professional services necessary for the supply and installation of network data distribution switches and wireless access points to the MLK Library and to twenty-five (25) neighborhood branch libraries.

**B.2** The District contemplates award of a fixed price contract in accordance with 19 DCMR Section 4324.

### **B.3 PRICE SCHEDULE**

Offerors shall quote prices for the base and four (4) option years in order to receive consideration for contract award. See **Attachment J. 10 Form of Offer Letter**.

**B.4** An offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan (**Attachment J.9**) required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law.

**B.5** **For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with Section H.9.**

### **B.6 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY**

**This RFP is designated only for certified small business enterprise (SBE) offerors 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.**

### **B.7 E-RATE ELIGIBLE CONTRACTOR**

Offerors must be an E-Rate eligible contractor in order to participate in this Request for Proposals (RFP). Offeror responding to this RFP will be required to submit its assigned SPIN (Service Provider Identification Number) and Federal Communications Commission (FCC) Registration Number, as part of its response. Offerors without a SLD SPIN number or FCC Registration Number **MUST** provide documentation demonstrating they have begun the process of obtaining the aforementioned before responding to this RFP.

Offerors shall also disclose in their response if they have been “red-lighted” by the FCC during the two (2) year period prior to the issuance of this RFP. Offerors shall also disclose whether they have been the subject of audits or investigations by the Universal Service Administrative Company (USAC), the FCC, Department of Justice (DOJ) or any other

investigator associated with the E-Rate program during the five (5) years prior to the issuance of this RFP.

## **SECTION C - STATEMENT OF WORK**

### **C.1 BACKGROUND**

The District of Columbia Public Library is seeking for an E-Rate eligible contractor to supply and install network data distribution switches and wireless access points throughout the Martin Luther King (MLK) Library and twenty-five (25) neighborhood libraries (**Attachment J.13**) across the District of Columbia. The goods and services proposed will upgrade or replace existing network data distribution switches and wireless access.

### **C.2 PROJECT OBJECTIVE**

**C.2.1** This RFP is designed to assist DCPL in identifying and selecting the most appropriate WAN solution as part of an initial installation, migration or upgrade from an existing installation. This RFP is designed to identify and select the most cost-effective proposal for the supply and installation of equipment and services eligible for funding under E-Rate Category Two: Internal Connections (IC), Managed Internal Broadband Services (MIBS), and Basic Maintenance of Internal Connections (BMIC). Based on the RFP, offerors shall provide a description of their proposed solution for DCPL’s requirements for the supply and installation of equipment and services.

**C.2.2** The solution to be implemented will:

**C.2.2.1** Replace and/or upgrade existing network data distribution switches and wireless access points for wired and wireless network access and connectivity to the internet and intranet throughout MLK Library and twenty-five (25) neighborhood libraries across the District of Columbia.

**C.2.2.2** Improve the performance and reliability of wired and wireless network services throughout MLK Library and twenty-five (25) neighborhood libraries across the District of Columbia. The scope of work includes all planning, design, installation, and configuration activities necessary to upgrade/ replace the existing network infrastructure.

### **C.3 SCOPE OF WORK - GENERAL REQUIREMENTS**

#### **C.3.1 DCPL Environment**

##### **C.3.1.1 Current WAN Network Solution**

**C.3.1.1.1** The WAN is based on hub and spoke topology with 10 Gbps shared internet access among twenty-five (25) neighborhood branch libraries across the District of Columbia through the MLK Library with 5 Gbps dedicated to the MLK Library. The DCPL network consists of gigabit backbone with fiber links to all twenty-six (26) libraries. The twenty-five (25) neighborhood branch libraries maintain individual connections of 1 Gbps switched data circuits across the WAN on the

District’s DC.gov domain. All twenty-six (26) sites are equipped with Cisco Catalyst 4500 or 9400 series network data distribution switches.

- C.3.1.1.2** The Wireless Local Area Network (WLAN) is a cloud-managed unified Cisco Meraki wireless infrastructure deployed throughout the MLK Library and twenty-five (25) neighborhood branch libraries for public and private wireless internet access.

### **C.3.2 Ability to Meet DCPL’s Network Objectives**

The Offeror shall describe its ability to meet DCPL’s project objective without any interruption in network and internet access and service to end-users. The Offeror shall explain how the proposed solution will accommodate future growth in usage. The proposed solution shall maintain MLK Library and the twenty-five (25) neighborhood libraries WAN access to the District’s DC.gov domain.

## **C.4 SCOPE OF WORK - TECHNICAL SPECIFICATIONS**

The following specifications will be used to evaluate how the Offeror's specific technical capabilities and solutions match the needs of DCPL. Offerors shall provide information on the following technical and contractual requirements.

### **C.4.1 Technical Requirements**

#### **C.4.1.1 Performance Standards:**

- C.4.1.1.1** The Contractor shall supply and install network data distribution switches and wireless access points at MLK Library and twenty-five (25) neighborhood libraries across the District of Columbia.

- C.4.1.1.2** The Contractor shall propose equipment and installation services equivalent and compatible with the existing infrastructure at MLK Library and twenty-five (25) neighborhood libraries across the District of Columbia.

- C.4.1.1.3** The Contractor shall design and deliver architecture that provides internet connectivity for DCPL’s existing and future Local Area Networks (LANs).

#### **C.4.1.2 Wireless Access Points and Controllers Specifications: Desired Equipment or Equivalent – Cisco Meraki Cloud-Managed Access Points.**

Proposed switches shall be equivalent and compatible with the existing infrastructure at MLK Library and twenty-five (25) neighborhood libraries across the District of Columbia and interconnected to the District’s WAN on the DC.gov domain.

**C.4.1.3 Data Distribution Switch Specifications - Desired Equipment or Equivalent – Cisco Catalyst 9000 Series Network Data Distribution Switches**

Proposed switches shall be equivalent and compatible with the existing infrastructure at MLK Library and twenty-five (25) neighborhood libraries across the District of Columbia and interconnected to the District’s WAN on the DC.gov domain.

**C.4.1.4 Description of Solution**

The Offeror shall provide a detailed description of their proposed data distribution switches and installation services interconnected to the District’s WAN on the DC.gov domain.

**C.4.1.5 OCTO Structured Cabling Standards – See Attachment J.15.**

**C.4.1.6 DCPL Network Design – See Attachment J.16.**

**C.5 E-RATE REQUIREMENTS**

**C.5.1 Universal Service Fund (USF) Knowledge**

Offerors shall have a working knowledge of the E-Rate program (formally known as the Schools and Libraries Universal Service Support Mechanism).

**C.5.2 USF Registration**

Offerors shall include with their proposal, a valid Service Provider Identification Number (SPIN) and a valid Federal Communications Commission Registration Number (FCCRN).

**C.5.3 Product and Service History**

The Offeror shall describe the history of their current wired and wireless service offerings, including details on:

- i. In-house technical support
- ii. Any partners used for network installation and support
- iii. How the provider trains and certifies support personnel and project management

**C.5.4 Product Support and Service Warranty**

The Contractor shall describe the support offerings available for all equipment purchased or leased as part of this service contract, including ongoing management, as well as upgrading to new version releases. The Contractor shall provide a copy and description of all warranties associated with their products and services.

### **C.5.5 Maintenance Options**

The Contractor shall describe the maintenance offerings available for all equipment purchased or leased as part of this service contract.

### **C.5.6 Training**

The Contractor shall provide post-installation training to DCPL Network Specialists, along with the training material, including heat maps, as-built, configurations, and manufacturer-provided training material. A digital copy shall be provided for future training and refresher courses.

### **C.5.7 USF Participation**

The Contractor shall participate in the E-Rate program and cooperate in all respects with DCPL, the Universal Service Administrative Company (USAC) and any agents acting on its behalf, and the Federal Communications Commission (FCC) to ensure DCPL receives all E-Rate funding pertaining to the Offeror's products and/or services.

### **C.5.8 USF Documentation**

The Contractor shall provide to DCPL staff and/or designated E-Rate consultant, all documentation and information that the Contractor has or can acquire that DCPL may need to prepare its E-Rate applications, respond to inquiries from the USAC or FCC, and to document transactions eligible for E-Rate support.

### **C.5.9 USF Audit and Documentation Retention Requirement**

The Contractor shall maintain all quotes, bids, correspondence, records, delivery information, bills, invoices, memoranda and other information and data pertaining to Contractor's services to DCPL. All such records shall be retained for ten (10) years after the last day to provide services related to this RFP. Such information and data shall be subject to audit and inspection by DCPL. The Contractor shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing DCPL the same right to audit and inspect those records.

### **C.5.10 Lowest Corresponding Price**

Pursuant to 47 C.F.R. § 54.511(b), Offerors submitting proposals in response to this RFP shall certify that the offered pricing is in compliance with the FCC's rule regarding Lowest Corresponding Price.

### **C.5.11 Financial Information**

The selected Contractor shall provide a complete set of audited financial statements for the past three (3) years. All financial statements shall be prepared in accordance with generally

accepted accounting principles. The selected Contractor should note that DCPL reserves the right to purchase credit reports and additional financial information as it deems necessary. The selected Contractor shall also provide a copy of its corporate annual report.

In the event the selected Contractor is not a public company, the Contractor shall provide financial statements that can be used to determine the financial viability of the Contractor.

## **SECTION D - PACKAGING AND MARKING**

This section is not applicable to the solicitation.

## **SECTION E - INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract will be governed by Clause Number 4383-42 Inspection of Services – Fixed Price and Clause Number 4383-43 Inspection of Supplies – Fixed Price of the Government of the District of Columbia Public Library Standard Contract Provisions for Supply, Service, Architect/Engineer and Construction Solicitations and Contracts dated October 2009. (**Attachment J.1**)
  
- E.2** The Contract Administrator (CA) identified in Section G.8 of this RFP is responsible for the inspection and acceptance of all services/deliverables submitted under the contract.

**SECTION F - PERIOD OF PERFORMANCE**

**F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one (1) year from date of award.

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

**F.2.1** The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

**F.2.3** The price for the option period shall be as specified in the Form of the Offer Letter of the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**F.3 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the Contract Administrator (CA) identified in Section G.9.2 in accordance with the following:

<b>Section</b>	<b>Deliverable</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
C.5.4	Copy and description of warranties of products	Soft or Electronic copy	As soon as available
C.5.6	Training materials	Soft or Electronic copy	As soon as available
C.5.11	Financial statements	Soft or Electronic copy	Within 30 days of contract award

**F.3.1** The Contractor 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 does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to Section G.3.2.

## **SECTION G - CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL E-INVOCING**

- G.2.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov> and invoices will be paid through the DC Vendor Portal.
- G.2.2** Contractor shall submit invoices on a monthly basis or as otherwise specified in Section G.4 of the contract.
- G.2.3** To constitute a proper invoice, the contractor shall enter all required information into the Portal after selecting the applicable purchase order number listed on the contractor's profile. Then click on the purchase order number and follow the instructions for creating an invoice.
- G.2.4** Correctly entered invoices will be paid within thirty (30) days per the Quick Payment Act, D.C. Official Code 2-221.01 et. seq.
- G.2.5** Need Assistance with E-Invoicing? - The DC Vendor Portal helpdesk can be reached at (202) 741-5200 between 9:00 a.m. and 5:00 p.m. (EST) Monday through Friday.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** The District shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

#### **G.4 PARTIAL PAYMENTS**

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
  - "Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in Section B".
- c) Presentation of a properly executed invoice.

#### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

In accordance with Clause Number 4383-8, Assignments of the Government of the District of Columbia Public Library Standard Contract Provisions for Supply, Service, Architect/Engineer and Construction Solicitations and Contracts dated October 2009, the Contractor shall not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Contracting Officer.

#### **G.6 THE QUICK PAYMENT CLAUSE**

##### **G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 et seq., as amended, 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 at least 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

**G.6.1.1.1** The date on which payment is due under the terms of this contract;

**G.6.1.1.2** Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

**G.6.1.1.3** Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

**G.6.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

**G.6.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:

**G.6.1.2.1** 3rd day after the required payment date for meat or a meat product;

**G.6.1.2.2** 5th day after the required payment date for an agricultural commodity; or

**G.6.1.2.3** 15th day after any other required payment date.

**G.6.1.3** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

## **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:

**G.6.2.1.1** 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

**G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor shall pay subcontractors or suppliers interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

**G.6.2.2.1** 3rd day after the required payment date for meat or a meat product;

**G.6.2.2.2** 5th day after the required payment date for an agricultural commodity; or

**G.6.2.2.3** 15th day after any other required payment date.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the

Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

### **G.6.3 Subcontract requirements**

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

### **G.7 CONTRACTING OFFICER (CO)**

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

Tornia Harrison-Samuels  
Interim Procurement Officer  
DCPL Office of Procurement  
Martin Luther King Jr. Memorial Library  
901 G Street, NW 4<sup>th</sup> Floor  
Washington, DC 20001  
Phone: (202) 727-1548  
Email: [Tornia.harrison1@dc.gov](mailto:Tornia.harrison1@dc.gov)

### **G.8 AUTHORIZED CHANGES BY THE CO**

- G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

### **G.9 CONTRACT ADMINISTRATOR (CA)**

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

- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

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

Lami Aromire, Director  
DCPL Office of Information Technology  
901 G Street, NW – 4th Floor  
Washington, DC 20001  
Office: (202) 727-5725  
Cell: (202) 570-5182

**G.9.3** The CA shall NOT have the authority to:

- G.9.3.1** Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- G.9.3.2** Grant deviations from or waive any of the terms and conditions of the contract;
- G.9.3.3** Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;
- G.9.3.4** Authorize the expenditure of funds by the Contractor;
- G.9.3.5** Change the period of performance; or
- G.9.3.6** Authorize the use of District property, except as specified under the contract.

**G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

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

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

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

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

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

The Contractor shall be bound by the Wage Determination No. 2015-4282, Revision No. 32 dated December 23, 2024, 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 **Attachment J.3** of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

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

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

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

- (a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;
- (b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable

accommodations ceases to the employee's original job or to an equivalent position with equivalent:

- (1) Pay;
  - (2) Accumulated seniority and retirement;
  - (3) Benefits; and
  - (4) Other applicable service credits;
- (c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;
- (d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;
- (e) Require an employee to take leave if a reasonable accommodation can be provided; or
- (f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

**H.3.3** The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

- (a) New employees at the commencement of employment;
- (b) Existing employees; and
- (c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

**H.3.4** The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

**H.3.5** Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

#### **H.4 UNEMPLOYED ANTI-DISCRIMINATION**

**H.4.1** The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

**H.4.2** The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- (b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
  - (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
  - (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

**H.4.3** Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

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

**H.5.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

**H.5.2** The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

**H.5.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

**H.5.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

**H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

**H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

**H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

**H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.

**H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

**H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors 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)**

During the performance of this contract, the Contractor and any of its subcontractors 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 shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (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.

**H.8.2** The Contractor shall pay its employees and subcontractors 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 shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor 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 shall provide a copy of the Fact Sheet (**Attachment J.4**) to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice (**Attachment J.4**) in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**H.8.6** The Contractor 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:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (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;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (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;
- (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;
- (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;
- (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;
- (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));
- (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

- (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 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**

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

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

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

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

**H.9.1.5** If the prime contractor 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, the CBE member of the certified joint venture 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. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

**H.9.1.7** A prime contractor that is a CBE and has been granted a proposal 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.10 FAIR CRIMINAL RECORD SCREENING**

**H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (“Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

**H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

**H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

**H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

**H.10.5** This section and the provisions of the Act shall not apply:

- (a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment;
- (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
- (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
- (d) To employers that employ less than 11 employees.

**H.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

## **H.11 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason,

the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

## **H.12 DISTRICT RESPONSIBILITIES**

### **H.12.1 District Furnished Property**

The District furnished property shall remain the property of the District in all respects. The CA may require Contractor personnel to sign for receipt and custody of District furnished property, at the discretion of the CA. The Contractor shall take all reasonable precautions to safeguard and protect District property. District property shall be used only in direct operations for providing contract services, and shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

## **H.13 CONTRACT TERMINATION**

In accordance with DCPL Procurement Regulation Title 19 DCMR, Chapter 43, Section 4372, the CO may terminate contracts for default or convenience in whole or in part only by written notice to the Contractor. The CO shall have the discretion to determine the manner in which the written notice is sent to the Contractor.

## **H.14 GENERAL PROHIBITIONS OF GENDER IDENTITY OR EXPRESSION**

It is unlawful for any person or entity, including agencies of the District of Columbia government and its contractors, to discriminate against a person in employment, housing, public accommodations, or educational institutions on the basis of that person's actual or perceived gender identity or expression, pursuant to 4 DCMR §§801(e) – 808,899.1. See the Gender Identity and Expression Policy and Factsheet included herein as **Attachment J.5**.

## **H.15 PROHIBITION OF WORKPLACE SEXUAL HARASSMENT**

It is unlawful for employees, officials, third parties doing business with, or carrying out the goals and objectives of the District of Columbia government, such as vendors, contractors, grantees, customers, and other persons visiting or working at District of Columbia worksites inside and outside District of Columbia, to engage in workplace sexual harassment pursuant to Mayor's Order 2017-313 dated December 18, 2017.

## **H.16 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the CO before the Contractor, any of its officers, agents, employees or subcontractors, 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 this contract.

## **H.17 FREEDOM OF INFORMATION ACT**

**H.17.1** 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.

**H.17.2** If the Contractor receives a request for such information, the Contractor 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 pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor 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 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.

## **SECTION I: CONTRACT CLAUSES**

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

The District of Columbia Public Library Standard Contract Provisions for Supply, Service, Architect/Engineer and Construction Solicitations and Contracts dated October 2009 (**Attachment J.1**) is applicable to this solicitation.

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

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

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

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

### **I.4 TIME**

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

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

#### **A. Definitions**

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

1. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

2. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
3. “District” – The District of Columbia and its agencies.

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

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

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

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

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

## **C. Subcontractor Rights**

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or

diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

#### **D. Source Code Escrow**

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.
3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

#### **E. Indemnification and Limitation of Liability**

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

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall 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 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 it’s 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 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) 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 Workers Compensation and Employers 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&H)
  - c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.
4. Technology Liability, Media Liability and Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Contractor's operations or services with a limit of \$5,000,000 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 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 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. 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. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits 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.
7. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3<sup>rd</sup> party fidelity to cover the dishonest acts of Contractors, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$400,000 per occurrence.
8. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries

\$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts or through a separate stand-alone sexual abuse and molestation policy with confirmation there are no exclusions for abuse or assault & battery under the General Liability. So called “silent” coverage or “shared” limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the ORM for compliance review.

- C. **SUBCONTRACTOR INSURANCE REQUIREMENTS.** Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insured required of Contractor. Should the Contractor wish to propose different insurance requirements than outlined below, then, prior to 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 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.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The 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 results in Contractor no long 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 Contractor at least 30 days' notice of the change. 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. Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. 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:**

Tornia Harrison-Samuels  
DCPL Office of Procurement  
Martin Luther King Jr. Memorial Library  
901 G Street, NW 4<sup>th</sup> Floor  
Washington, DC 20001

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 which 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.

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

In accordance with the District of Columbia Administrative Issuance System, Mayor’s Order 85-85 dated June 10, 1985 (**Attachment J.6**), the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as **Attachment J.7**. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

## **I.10 INDEMNIFICATION**

- I.10.1** The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorney’s fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, the Contractor’s officers, employees, agents, servants, subcontractor, or any other person acting for or by permission of the Contractor in performance of the contract. The Contractor assumes all risks for direct and indirect damages or injury to the property or persons used or employed in performance of the contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, the Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Contractor where the underlying claim arises from the conduct, action, or omission of the Contractor, the Contractor’s officers, employees, agents, servants, Sub-Contractor, or any other person acting for or by permission of the Contractor in performance of the contract.

**I.10.2** The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount of type of damages, compensation or benefits payable by or for the Contractor or any subcontractor, and shall survive the termination of the contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. The Contractor shall also have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

**I.11 ORDER OF PRECEDENCE**

The contract awarded as a result of this RFP 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) DCPL Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) Contractor's Proposal
- (6) RFP as amended

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

Any contract in excess of \$1,000,000 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**

This contract, and any disputes arising out of or related to this 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 recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor 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 shall, upon the CO's written notice:

**I.13.2.1** Furnish phase-in, phase-out services for up to ninety (90) days after this 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 Contracting Officer's approval.

**I.13.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

**I.13.4** The Contractor 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 this contract. The Contractor 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 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 CO, the Contractor 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 this contract.

## **I.14 DISCRIMINATION CLAUSES**

### **I.14.1 Anti-Discrimination Clause:**

The Contractor:

**I.14.1.1** Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);

**I.14.1.2** Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;

**I.14.1.3** Shall, along with all subcontractors, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the District of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

**I.14.2 Non-Discrimination Clause:**

**I.14.2.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

**I.14.2.2** Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:

**I.14.2.2.1** The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

**I.14.2.2.2** The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. The affirmative action shall include, but not be limited to the following:

- a) Employment, upgrading or transfer;
- b) Recruitment, or recruitment advertising;
- c) Demotion, layoff, or termination;
- d) Rates of pay, or other forms of compensation; and
- e) Selection for training and apprenticeship.

**I.14.2.2.3** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections I.14.2.2.1 and I.14.2.2.2 concerning non-discrimination and affirmative action.

**I.14.2.2.4** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection I.14.2.2.2.

- I.14.2.2.5** The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- I.14.2.2.6** The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Contracting Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- I.14.2.2.7** The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.
- I.14.2.2.8** The Contractor shall include in every subcontract the equal opportunity clause, subsections I.14.2.2.1 through I.14.2.2.9 of this section, so that such provisions shall be binding upon each subcontractor or Contractor.
- I.14.2.2.9** The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

## **I.15 EQUAL ACCESS TO SERVICES/NOTICE OF NON-DISCRIMINATION**

- I.15.1** In accordance with District and federal laws, the DCPL does not discriminate on the basis of actual or perceived race, color, disability, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an interfamily offense, or place of residence. Harassment based on any of the above protected categories is prohibited by law. Therefore, the Contractor shall not engage in such unlawful discrimination against any of its employees, applicants or customers and shall require the same for its sub-contractors. The Contractor agrees to provide equal access to its services under this agreement in accordance with District and federal laws.
- I.15.2** DCPL is committed to providing language access services to persons who may have Limited English Proficiency (LEP) or who may be non-English proficiency (NEP) in accordance with the DC Language Access Act of 2004. Language assistance such as translated documents and interpreters are provided by DCPL free of charge. The Contractor agrees to cooperate with DCPL in its efforts to adhere to the Language Access Act. Such

cooperation may include but is not limited to directing LEP or NEP customers seeking information or service to a DCPL staff member, providing translated documents or providing documents that may be translated by DCPL, or working with Library staff to hire an interpreter.

**SECTION J - LIST OF ATTACHMENTS**

The following list of attachments are incorporated into the solicitation.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Public Library Standard Contract Provisions for Supply, Service, Architect/Engineer and Construction Solicitations and Contracts dated October 2009
<b>J.2</b>	Department of Employment Services First Source Employment Agreement (Applicable to Proposals \$300,000 and above)
<b>J.3</b>	U.S. Department of Labor Wage Determination No. 2015-4281, Revision No. 32 dated December 23, 2024
<b>J.4</b>	2025 Living Wage Notice and Fact Sheet
<b>J.5</b>	Gender Identity and Expression Policy and Fact Sheet
<b>J.6</b>	Mayor’s Order 85-85
<b>J.7</b>	E.E.O. Information Report
<b>J.8</b>	Contractor’s Past Performance Evaluation Form
<b>J.9</b>	SBE Subcontracting Plan
<b>J.10</b>	Form of Offeror Letter
<b>J.11</b>	Cost Price Disclosure Certification Form
<b>J.12</b>	Bidder/Offeror Certification Form
<b>J.13</b>	List of Libraries
<b>J.14</b>	DC Master Supplier Information Collection Form and 2024 W-9 <b>(For Offerors who are not in the District’s PASS System)</b>
<b>J.15</b>	OCTO Structured Cabling Standards
<b>J.16</b>	DCPL Network Design

**SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTORS**

**K.1 AUTHORIZED NEGOTIATORS**

The Contractor represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

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**K.2 BIDDER/OFFEROR CERTIFICATION FORM**

Offerors shall complete the Bidder/Offeror Certification Form included herein as **Attachment J.12**.

**K.3 TAX CERTIFICATION**

Each Contractor shall submit with the proposal, a February 2025 Certificate of Clean Hands (CCH). Instructions on how to obtain a copy of your CCH can be found on the Office of Tax and Revenue website at <https://mytax.dc.gov>.

## **SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS**

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District of Columbia Public Library**

**L.1.1.1** The District of Columbia Public Library intends to award a contract resulting from this solicitation to the responsible Contractor whose offer conforming to the solicitation shall be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

**L.1.1.2** This procurement is being conducted in accordance with the provisions of Chapter 43, Section 4317 of the Department’s Procurement Regulations (Title 19 DCMR).

#### **L.1.2 Initial Offers**

The DCPL may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Contractor’s best terms from a standpoint of cost or price, technical and other factors.

### **L.2 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

#### **L.2.1 Proposal Submission**

**L.2.1.1** Proposals shall be submitted via email to [procurementdcpl@dc.gov](mailto:procurementdcpl@dc.gov) and copy [janet.concepcion@dc.gov](mailto:janet.concepcion@dc.gov) no later than 2:00 pm (ET) on February 19, 2025 with the subject “RFP no. DCPL-2025-R-0022 – Network Infrastructure Upgrade”.

1. Numbering – Pages, including charts, figures, tables and appendices, will be numbered sequentially from page one (1) to the end.
2. Names – Include the offeror’s name on each page
3. Offeror shall submit proposals in English in response to this solicitation
4. **Technical Proposal shall not exceed fifteen (15) one-sided pages.** Any excess pages shall not be evaluated.

**L.2.1.2** Paper, telephonic, telegraphic, and facsimile proposals may not be accepted or considered for award.

#### **L.2.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal at any time before the closing date and time for receipt of proposals.

#### **L.2.3 Late Proposals**

The District will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals. Proposals and modifications to proposals that are received after the exact local time specified above, are “late” and shall be considered only if they are received before the award is made and if the following circumstance applies:

The late proposal is the only proposal received by DCPL.

#### **L.2.4 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

### **L.3 EVALUATION PANEL**

Each submission shall be evaluated in accordance with Section M by an Evaluation Committee. The Evaluation Committee chair shall prepare a written report summarizing its findings and submit the same to the Contracting Officer. Based on the information submitted by the Contractor in response to this RFP and the report prepared by the Evaluation Committee, the chair shall recommend to the CO the Offeror whose submission is determined to be the most advantageous to DC Public Library.

### **L.4 EXECUTIVE SUMMARY**

Each Offeror shall provide an Executive Summary that gives the evaluation panel an abbreviated overview of the team's capabilities and approach similar to what's required in Section M.2.

### **L.5 PROPOSAL FORM, ORGANIZATION AND CONTENT**

#### **L.5.1 General Team Information and Firm(s) Data**

Each Offeror shall provide the following information for the principal firm and each of its subcontractors.

- 1) Name(s), address(es), and role(s) of each firm (including all subcontractors).
- 2) The Contractor's full legal name, address, and phone number.
- 3) Identify the Contractor's authorized representative, including the representative's title, phone number, and email address.
- 4) Identification of the Contractor's contact person for the proposal, if different from the representative; the contact person's address, phone number, and email address.
- 5) Description of the Contractor's organization.
- 6) A statement affirming the Contractor's acceptance of the contract provisions as described in Sections A – K, including the Standard Contract Provisions of the solicitation; and
- 7) Signature of an authorized representative of the Contractor's organization.

**L.5.2** Offerors are directed to the specific proposal evaluation criteria found in Section M.2 of this solicitation. Offerors shall respond to each factor in a way that will allow the District to evaluate the Offeror’s response. The Offeror shall submit information in a clear, concise, factual and logical manner. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

**L.5.3 Volume One: Technical Proposal**

The following documents shall be included in Volume One:

Transmittal Letter

Section 1 - Table of Contents

Section 2 - Executive Summary

Section 3 - General Team Information and Firm(s) Data

Section 4 - Amendments

Section 5 - Qualifications, experience & capabilities for providing E-Rate goods and services to include resumes of key personnel

Section 6 - Prior experience with DCPL

Section 7 - Prior experience with goods and services on the DC.gov domain

Section 8 - References and past performance evaluations

**L.5.4 Volume Two: Price Proposal and Required Documents**

**L.5.4.1** The Contractor’s Price Proposal shall include a Table of Contents providing the page numbers and location for each section and subsection of the Contractor’s proposal as described in Section L.5.4.3.

**L.5.4.2** Each Offeror shall submit a Form of Offer Letter substantially in the form of **Attachment J.10**. Material deviations, in the opinion of DCPL, from the Form of Offer Letter will be sufficient to render the price proposal non-responsive.

**L.5.4.3** The following documents shall be included in Volume Two:

Transmittal Letter

Section 1 - Table of Contents

Section 2 - Form of Offer Letter (**Attachment J.10**)

Section 3 - Cost Price Disclosure Certification Form (**Attachment J.11**)

Section 4 - First Source Employment Agreement (**Attachment J.2**)

Section 5 - EEO Information Report (**Attachment J.7**)

Section 6 - Subcontracting Plan Form (**Attachment J.9**)

Section 7 - Bidder-Offeror Certification Form (**Attachment J.12**)

Section 8 - Master Supplier Form and W-9 (**Attachment J.14**)

Section 9 - Clean Hands Certificate (**Section K.3**)

## **L.6 QUESTIONS**

All questions shall be submitted electronically to [procurementdcpl@dc.gov](mailto:procurementdcpl@dc.gov) by 2:00 P.M. (ET) on **February 4, 2025** in order to generate an official answer. DCPL will not consider any questions received after the above date and time. An amendment with official answers will be posted on the DCPL website at <http://www.dclibrary.org/about/opportunities>.

**It is the responsibility of the vendors to check the DCPL website regularly for any amendment to the solicitation.**

## **L.7 EXPLANATION TO PROSPECTIVE OFFERORS**

**L.7.1** Each Offeror should carefully examine this RFP and any and all amendments, addenda or other revisions, and thoroughly be familiar with all requirements prior to proffering a Submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, they must submit a request for interpretation or correction in writing.

**L.7.2** Any information given to an Offeror concerning the RFP shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of DCPL that information is necessary in proffering submissions or if the lack of information would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before award of the contract will not be binding.

## **L.8 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.8.1** Contractors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this Contractor as a result of or in connection with the submission of this data, the District shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

**L.8.2** Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

**L.9 PROPOSALS WITH OPTION YEARS**

The Contractor shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

**L.10 PROPOSAL PROTESTS**

**L.10.1** All protests alleging defects in this solicitation shall be governed by Section 4378 of the Department's Procurement Regulations (19 DCMR § 4378); provide a clear and concise statement of the legal and factual grounds of the protest, including copies of relevant documents, and citations to statutes, regulations or solicitation provisions claimed to be violated; and, be filed in writing with the District of Columbia Contracts Appeals Board ("CAB"), pursuant to title X of the Procurement Practices Reform Act of 2010 ("PPRA") (D.C. Official Code § 2-360.01 *et seq.*). Protests alleging defects in this solicitation, which are apparent prior to bid openings, must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was later incorporated by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, protests shall be filed not later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. To expedite handling of protests, forward courtesy copies of protests to the Department's Contracting Officer with "Protest" labeled on the envelope.

**L.10.2** This section is intended to summarize the protest procedures and is for the convenience of the Contractors only. To the extent any provision of this section is inconsistent with the Department's regulations or the PPRA; the more stringent provisions shall apply.

**L.11 RESERVED**

**L.12 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Contractor's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

**L.13 RETENTION OF PROPOSALS**

All proposal documents shall be the property of DCPL and retained by DCPL, and therefore shall not be returned to the Contractors.

**L.14 NO COMPENSATION FOR PREPARATION OF SUBMISSIONS**

DCPL shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

**L.15 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

In addition to other proposal submission requirements, the Contractor must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

**L.16 CERTIFICATES OF INSURANCE**

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work.

**L.17 ACKNOWLEDGMENT OF AMENDMENTS**

The Contractor shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Contractors' failure to acknowledge an amendment may result in rejection of the offer.

## **L.18 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all Contractors within the competitive range shall be so notified and shall be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers shall be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions shall be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Contractors still within the competitive range.

## **L.19 LEGAL STATUS OF CONTRACTOR**

Each proposal must provide the following information:

**L.19.1** Name, address, telephone number and federal tax identification number of Contractor;

**L.19.2** A copy of each District of Columbia license, registration or certification that the Contractor is required by law to obtain. This mandate also requires the Contractor to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the Contractor is required by law to make such certification. If the Contractor 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 offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.19.3** If the Contractor 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.20 FAMILIARIZATION WITH CONDITIONS**

Contractors 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. Contractors shall 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.21 STANDARDS OF RESPONSIBILITY**

**L.21.1** The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the

prospective contractor must submit the documentation listed below, within seven (7) calendar days of the request by the District.

- L.21.2** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.21.3** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.21.4** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.21.5** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.21.6** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.21.7** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.21.8** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.21.9** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

## **SECTION M - EVALUATION**

### **M.1 EVALUATION FOR AWARD**

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

### **M.2 EVALUATION CRITERIA**

Proposals shall be evaluated based on the following evaluation factors in the manner described below:

#### **M.2.1 TECHNICAL CRITERIA (70 Points Maximum)**

##### **M.2.1.1 Factor 1 – Qualifications, Experience & Capabilities Providing E-Rate Goods and Services (0 - 20 Points)**

- A) DCPL requires a Contractor with the experience necessary to realize the objectives set forth in this RFP. Offerors will be evaluated based on their demonstrated experience in areas pertinent to the services specified in Section C.
- B) The Offeror shall submit with the proposal, references from three (3) customers. References shall be from customers with requirements similar to those of DCPL. References shall include information about the contract (specific products in use, date of contract execution, "go live" date and any other services provided), as well as contact information for the customer's Project Manager or other senior staff members familiar with the project. DCPL reserves the right to contact these references and discuss the customer's level of satisfaction with the provider and its services.
- C) DCPL requires that the Contractor assigns to the project personnel who have the necessary experience and professional credentials for the role each such individual is assigned. The availability and experience of the key personnel assigned to this project will be evaluated as part of this factor.
- D) The Offeror shall set forth in its proposal the names and reporting relationships of the Key Personnel the Offeror will use to perform the work under the contract. The Offeror's proposal shall include resumes for the proposed Key Personnel and percentage of time each will be devoted to the contract. The resumes shall contain, at a minimum: company name/address; telephone number; points of contact; duties

performed by individual personnel; dates employed; qualifications; experience; skills; availability; and credentials (education, training and certifications).

E) Key Personnel shall serve in their specified roles unless DCPL approves of the proposed replacement in writing.

**M.2.1.2 Factor 2 – Prior experience with DCPL (0 - 25 Points)**

The Offeror shall set forth in its proposal, details of prior experience providing e-rate eligible goods and services to DCPL.

**M.2.1.3 Factor 3 – Prior Experience with goods and services on the DC.gov domain (0 - 25 Points)**

DCPL requires that the Contractor maintain MLK Library and the twenty-five (25) neighborhood libraries WAN access to the District’s DC.gov domain and the Offeror shall set forth in its proposal, details of prior experience providing e-rate eligible goods and services on the DC.gov domain.

**M.2.2 PRICE CRITERION (30 Points Maximum)**

The price evaluation will be objective. The Contractor with the lowest price for the base and four (4) option years will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Contractor's evaluated price score:

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times 30 = \text{Evaluated Price Score}$$

**M.2.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.4 (12 Points Maximum)**

**M.2.4 TOTAL POINTS (112 Points Maximum)**

Total points shall be the cumulative total of the offeror’s technical criteria points, price criterion points and preference points, if any.

**M.3 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.3.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered shall form a part of the award and shall be taken by the District if payment is made within the discount period specified by the Contractor.

**M.3.2** In connection with any discount offered, time shall be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date

of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

#### **M.4 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions 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.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

##### **M.4.1 Application of Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.4.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.4.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.4.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.4.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.4.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.4.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.4.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will

receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

**M.4.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

**M.4.1.9** Any prime contractor that is an equity impact enterprise (EIE) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the EIE in response to this RFP.

**M.4.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.4.3 Preferences for Certified Joint Ventures**

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.4.4 Verification of Contractor’s Certification as a Certified Business Enterprise**

**M.4.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The Contracting Officer will verify the Contractor’s certification with DSLBD, and the Contractor should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

**M.4.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 4th Street NW, Suite 850N  
Washington DC 20001

**M.4.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirement