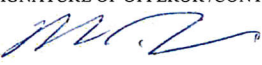



GOVERNMENT OF THE DISTRICT OF COLUMBIA OFFICE OF THE CHIEF FINANCIAL OFFICER DEFINITIZED TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18A & 29				I. REQUISITION NUMBER		PAGE 1 of 19	
2. TASK ORDER AGREEMENT NO. CFOPD-17-C-034		3. Award/Effective Date See Block 30C	4. CONTRACTOR'S DCSS SCHEDULE CONTRACT NUMBER CW22089	5. SOLICITATION NUMBER CFOPD-17-D-034		6. CAPTION Dell Laptop Equipment and Services	
7. PROGRAM OFFICE CONTACT (COTR): Office of Chief Financial Officer Office of Contracts 1100 4th Street, SW, Suite E610 Washington, DC, 20024		A. NAME Lisa Pierson Contracting Officer Representative		B. TELEPHONE (No Collect Calls) (202) 442-6352		8. EMAIL: Lisa.Pierson@dc.gov	
9. ISSUED BY District of Columbia Office of the Chief Financial Officer Office of Management and Administration Contracts Office 1100 4th Street, SW, Suite E610 Washington, DC 20024			10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input checked="" type="checkbox"/> DCSS <input type="checkbox"/> COG SIC: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13. RESERVED	12. PAYMENT DISCOUNT TERMS <input checked="" type="checkbox"/> SEE SCHEDULE		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFTOB <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> 2-STEP
15. CONTRACTOR / OFFEROR MVS, Inc. 1150 18 th Street, NW, Suite 325 Washington, DC 20036 (202)722-7981		16. PAYMENT WILL BE MADE BY District of Columbia Government Office of the Chief Financial Officer - OMA Office of Financial Operations 1100 4 th Street, SW, Suite E600 Washington, D.C. 20024					
15A. DUNS CODE 948496716	15B. TAX ID NO. 52-1352200						
17. DELIVER TO Office of the Chief Financial Officer Office of the Chief Information Officer 1101 4th Street, SW, Suite W350 Washington, DC, 20024			18. ADMINISTERED BY DC Office of the Chief Financial Officer 1101 4th Street, SW, Suite W350 Washington, DC, 20024				
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE SECTION G OF TASK ORDER			
19 IEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES			21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	Dell Laptop Equipment and Services			See Section B Price Schedule		\$503,551.83	
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD (FOR GOVT. USE ONLY) \$503,551.83		
27. <input checked="" type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TWO (2) COPIES TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.				28. <input type="checkbox"/> AWARD OF CONTRACT:			
29A. SIGNATURE OF OFFEROR /CONTRACTOR  <small>Digitally signed by Desai.Mital.V. ORC1000032377.ID DN: c=US, o=U.S. Government, ou=ECA, ou=ORC, ou=MVS Inc., cn=Desai.Mital.V. ORC1000032377.ID Date: 2017.07.27 13:23:39 -04'00'</small>				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Mital Desai, President		29C. DATE SIGNED 07/27/2017		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Anthony A. Stover, CPPO		30C. DATE SIGNED 7-28-17	

**SECTION B
PRICING SCHEDULE**

B.1 INTRODUCTION

The District of Columbia Office of the Chief Financial Officer (OCFO), Office of Contracts on behalf of the Office of the Chief Information Officer (OCIO) requires a Contractor to provide to provide Dell Laptop Equipment and Services. The Contractor shall be a certified reseller of Dell products and services.

B.2 This is a Firm Fixed Price Task Order Contract against the DC Supply Schedule.

B.3 RESERVED**B.4 PRICE SCHEDULE**

The stated fixed price shall be inclusive of all the Contractor's direct cost, indirect cost, and profit. The price shall include all cost associated with providing the services described in and required by the Contract.

B.4.1 Base Period

Contract Line Item No. (CLIN)	Description	Quantity	Firm Fixed Unit Price	Firm Fixed Price Total
Dell Equipment				
001	Dell Latitude 5289 configured as set forth in Section C.2.1.	60	\$1,580.77	\$94,846.20
002	Dell Latitude 5480 configured as set forth in Section C.2.2.	233	\$1,496.39	\$348,658.87
003	Dell professional Briefcase 14 as set forth in Section C.2.3	293	\$35.35	\$10,357.55
004	Dell Dock as set forth in Section C.2.4	293	\$137.69	\$40,343.17
Dell ImageAssist Services				
005	Task 1 – Planning and Design (See Section C.2.5a)	1	\$9,346.04	\$9,346.04
006	Task 2 – Application/Image Design Meeting (See Section C.2.5b)	1	Included in CLIN 5	\$0.00
007	Task 3 – Configure Baseline Windows 10 Image (See Section C.2.5c)	1	Included in CLIN 5	\$0.00
008	Task 4 – Configure Baseline Image Derivative – “ROD” (See Section C.2.5d)	1	Included in CLIN 5	\$0.00
009	Task 5 – Configure Baseline Image Derivative – “Tax Group” (See Section C.2.5e)	1	Included in CLIN 5	\$0.00
010	Task 6 – Configure Baseline Image	1	Included in	\$0.00

	Derivative – “RPTA” (See Section C.2.5f)		CLIN 5	
011	Task 7 – Follow-Up and Project Close-Out (See Section C.2.5g)	1	Included in CLIN 5	\$0.00
TOTAL				\$503,551.83

B.4.2 Option Years (One through Four)

The pricing for Dell equipment and ImageAssist services for the option years, if exercised, shall be in accordance with the Contractor’s DC Supply Schedule (DCSS). The requirements for the option years will be determined at the time of exercise.

SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

The District of Columbia Office of the Chief Financial Officer (OCFO), Office of Contracts on behalf of the Office of the Chief Information Officer (OCIO) requires a Contractor to provide to provide Dell Laptop Equipment and Services. The Contractor shall be a certified reseller of Dell products and services.

C.2 REQUIREMENTS

C.2.1 The Contractor shall furnish *sixty (60) Dell Latitude 5289* laptops configured as follows:

210-AKWZ	Dell Latitude 5289, XCTO
379-BCPM	7th Generation Intel Core i7-7600U (Dual Core, 2.80Gz, 4MB cache)
619-AHKN	Win 10 Pro 64 English, French, and Spanish
658-BCSB	Microsoft(R) Office 30 Days Trial
338-BLGQ	ODM L10 Assy base
338-BLGR	Intel Core I7-7600U VPro CPU, UMA Graphic, 16G memory
631-ABHI	Intel vPro Technology Advanced Management Features
631-ABHX	Intel Sensor Solution
400-AOTF	256GB M.2 2280 SSD
391-BDEE	FHD (1920 X 1080) Touch LCD with Mic/Camera, WLAN Capable
346-BCHR	Palmrest with Non-security, 82key
583-BDYM	Internal US English Qwerty Backlit Keyboard
570-AADK	No Mouse
555-BDKI	Intel Dual-Band Wireless-AC 8265 Driver
555-BDIB	Intel Dual-Band Wireless-AC 8265 Wireless Card (2x2)
362-BBBB	No Wireless WAN Card
451-BBZC	Primary 4-cell 60W/HR Battery
492-BBXQ	E5 45W Type C (PCR Material), Liteon
634-BENZ	No DDP ESS Software
954-3465	No DDPE Encryption Software
817-BBBB	No FGA
450-AAEJ	US Power Cord
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)
430-XXYG	No Resource DVD
340-BLBV	QSG placemat for Win10
340-ACQQ	No Option Included
332-1286	US Order
387-BBMI	Energy Star 6.1
452-BBSE	No Docking Station
389-BCGW	No UPC Label

328-BCNO	System Shipment China Package
340-AAPP	Directship Info Mod
340-BLIM	Shuttle - Ship Material
340-BLIN	SHIP, NBK, WW, MIN, 5289
340-BLIO	SHIP, NBK, DAO, SHTLE, 5289
389-BEYY	Regulatory Label included
389-BRER	Intel Core i7 vPRO Label
525-0131	Dell Command Power Manager (DCPM)
525-BBCL	SupportAssist
631-ABHF	Latitude 5289 Software Driver
640-BBLW	Dell(TM) Digital Delivery Cirrus Client
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps), OptiPlex
658-BBRB	Waves Maxx Audio
658-BCUV	Dell Developed Recovery Environment
575-BBCH	No Stand included
620-AAOH	No Media
800-BBGU	BTO Standard Shipment (VS)
389-BCVY	Intel Ultrabook Label
975-3461	Dell Limited Hardware Warranty Extended Year(s)
997-8317	Dell Limited Hardware Warranty
997-8366	ProSupport Plus: Next Business Day Onsite, 1 Year
997-8367	Dell ProSupport Plus - For tech support, visit www.dell.com/contact_dell or call 1-866-516-3115
997-8380	ProSupport Plus: 7x24 Technical Supports, 3 Years
997-8381	ProSupport Plus: Next Business Day Onsite, 2 Year Extended
997-8382	ProSupport Plus: Keep Your Hard Drive, 3 Years
997-8383	ProSupport Plus: Accidental Damage Service, 3 Years
366-0317	ProDeploy Plus Deployment Dell Client PC System Configuration
378-6623	ProDeploy, Plus, Factory Install, Config Services
810-1350	ProDeploy Plus Client Training Credits 20 Redeem at www.LearnDell.com Expires 1YR from Order Date
810-1352	ProDeploy Plus Dell Client PC Deployment
810-1353	ProDeploy Plus Client Data Wipe Solution
810-1355	ProDeploy Plus Dell Client Configuration Assistance for up to 30days after Deployment
810-1358	ProDeploy Plus Deployment Dell Client PC
365-1130	Absolute DDS Premium 3 Year
365-1245	Absolute Installation Fee
376-9455	BIOS - Absolute Setting

C.2.2 The Contractor shall furnish *two hundred thirty-three (233) Dell Latitude 5480* laptops configured as follows:

210-AKKH	Dell Latitude 5480 XCTO
379-BCPM	7th Generation Intel Core i7-7600U (Dual Core, 2.80Gz, 4MB cache)

619-AHKN	Win 10 Pro 64 English, French, and Spanish
658-BCSB	Microsoft(R) Office 30 Days Trial
338-BKOM	Intel(R) Core(TM) i7-7600U Processor Base, Integrated HD Graphics 620
631-ABEG	Intel Vpro Technology Enable
370-ADHW	16GB (1x16GB) DDR4 Memory
400-AOQN	M.2 256GB SATA Class 20 Solid State Drive
575-BBKU	M.2 SSD SATA Hard Drive Bracket
340-ADBJ	Thank You for Choosing Dell
391-BCZX	35.6cm (14.0") Touch FHD (1920 x1080) With Camera, OTP Lite, WWAN Capable
583-BDNW	Internal US-English Qwerty Dual Pointing Backlit Keyboard
570-AADK	No Mouse
555-BDFW	Intel Dual-Band Wireless-AC 8265 Driver
555-BDGD	Intel Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Card (2x2)
362-BBBB	No Wireless WAN Card
451-BBXV	Primary 4-cell 68W/HR Battery
492-BBXF	65W AC Adapter, 3-pin
346-BCEH	Dual Pointing Palmrest No Security
650-AAAM	No Anti-Virus Software
634-BENZ	No DDP ESS Software
954-3465	No DDPE Encryption Software
817-BBBB	No FGA
450-AAEJ	US Power Cord
340-ACQQ	No Option Included
332-1286	US Order
430-XXYG	No Resource DVD
460-BBEX	No Carrying Case
340-BKJC	Windows 10 Placemat
387-BBLZ	Energy Star 6.1
575-BBCH	No Stand included
800-BBGT	BTO Standard Shipment (S)
620-AAOH	No Media
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)
340-ADFZ	Dell Power Manager
525-BBCL	SupportAssist
640-BBLW	Dell(TM) Digital Delivery Cirrus Client
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps), OptiPlex
658-BBRB	Waves Maxx Audio
658-BCUV	Dell Developed Recovery Environment
658-BDKD	System Shipment, Latitude 5480
452-BBSE	No Docking Station
389-BCGW	No UPC Label
340-AAPP	Directship Info Mod

340-BKFW	Mix Model Packaging DAO
389-BEYY	Regulatory Label included
409-BBKS	Intel Rapid Storage Technology
389-BRER	Intel Core i7 vPRO Label
429-AATO	No Removable CD/DVD Drive
975-3461	Dell Limited Hardware Warranty Extended Year(s)
997-8317	Dell Limited Hardware Warranty
997-8366	ProSupport Plus: Next Business Day Onsite, 1 Year
997-8367	Dell ProSupport Plus - For tech support, visit www.dell.com/contactdell or call 1-866-516-3115
997-8380	ProSupport Plus: 7x24 Technical Supports, 3 Years
997-8381	ProSupport Plus: Next Business Day Onsite, 2 Year Extended
997-8382	ProSupport Plus: Keep Your Hard Drive, 3 Years
997-8383	ProSupport Plus: Accidental Damage Service, 3 Years
366-0317	ProDeploy Plus Deployment Dell Client PC System Configuration
378-6623	ProDeploy, Plus, Factory Install, Config Services
810-1350	ProDeploy Plus Client Training Credits 20 Redeem at www.LearnDell.com Expires 1YR from Order Date
810-1352	ProDeploy Plus Dell Client PC Deployment
810-1353	ProDeploy Plus Client Data Wipe Solution
810-1355	ProDeploy Plus Dell Client Configuration Assistance for up to 30days after Deployment
810-1358	ProDeploy Plus Deployment Dell Client PC
365-1130	Absolute DDS Premium 3 Year
365-1245	Absolute Installation Fee
376-9455	BIOS - Absolute Setting

C.2.3 The Contractor shall furnish *two hundred ninety-three (293) Dell Briefcases* as follows:

460-BCBF Dell professional Briefcase 14

C.2.4 The Contractor shall furnish *two hundred ninety-three (293) Dell Dock Stations* as follows:

450-AFGM Dell Dock – WD15 with 130W Adapter

C.2.5 The Contractor shall provide *Dell ImageAssist Services* as described below in support of the creation of four (4) new custom Microsoft Windows 10 image files:

a. Task 1 - Planning and Design

1. Coordinate scheduling with Customer and arrange for access to the network
2. Coordinate scheduling of Provider network engineers for project work
3. Communicate with Customer point of contact (POC) on status of project

4. Complete written project plan and provide to Provider network engineers
5. Identify additional products needed for successful completion of project
6. Provide ongoing project management and oversee all tasks

b. Task 2 - Conduct Application/Image Design Review Meeting

1. Conduct one (1) onsite meeting with key stakeholders to dialog the following:
 - Application titles per image
 - Application installer files and licensing keys, as required
 - Application compatibility with Windows 10, SysPrep, and Dell ImageAssist
 - Naming convention and asset tagging for various images
 - Windows 10 feature configurations (e.g., Windows Store, Cortana, BitLocker, AppLocker, Trusted Boot)
 - Microsoft Active Directory (AD) readiness for Windows 10

c. Task 3 - Configure Baseline Windows 10 Image

1. Connect to Customer's existing VMware environment and prepare for Windows 10 virtual machine (VM) deployment
2. Create one (1) new guest virtual machine and configure virtual hardware settings
3. Connect to Windows 10 ISO and install operating system
4. Install all Windows OS updates/patches
5. Apply agreed upon OS customizations from design review meeting
6. Install Microsoft Office 365 Pro Plus, Adobe Acrobat Reader and Oracle Java client
7. Download and install Dell ImageAssist tool on guest OS
8. Create XML answer file, run build check, address issues (as needed)
9. Run Image prep tool and verify SysPrep completes and system boots to USB ImageAssist PBE
10. Export a copy of the WMI file to shared storage as a "maintenance" image
11. Create Customer defined image name, upload to Dell ImageAssist and verify acceptance by Dell

d. Task 4 - Configure Baseline Image Derivative - "ROD"

1. Connect to Windows 10 baseline imaged guest VM and prepare to create "ROD" derivative
2. Load into Windows 10 VM and prepare for installation of additional software packages

3. Install up to three (3) label printer, receipt printer, and scanner drivers
 4. Create new XML answer file, run build check, address issues (as needed)
 5. Run Image prep tool and verify SysPrep completes and system boots to USB ImageAssist PBE
 6. Export a copy of the WMI file to shared storage as a "maintenance" image
 7. Create Customer-defined image name, upload to Dell ImageAssist, and verify acceptance by Dell
- e. Task 5 - Configure Baseline Image Derivative - "Tax Group"
1. Connect to Windows 10 baseline imaged guest VM and prepare to create "Tax Group" derivative
 2. Load into Windows 10 VM and prepare for installation of additional software packages
 3. Install ITS, Aspect, SIP, Office 2010, and Oracle 9 client
 4. Create new XML answer file, run build check, address issues (as needed)
 5. Run Image prep tool and verify SysPrep completes and system boots to USB ImageAssist PBE
 6. Export a copy of the WMI file to shared storage as a "maintenance" image
 7. Create Customer-defined image name, upload to Dell ImageAssist, and verify acceptance by Dell
- f. Task 6 - Configure Baseline Image Derivative - "RPTA"
1. Connect to Windows 10 "tax group" baseline imaged guest VM and prepare to create "RPTA" derivative
 2. Load into Windows 10 VM and prepare for installation of additional software packages
 3. Install ITS, Aspect, SIP, Office 2010, and Oracle 9 client, Oracle 10 client, Oracle GIS, and Pictometry
 4. Create new XML answer file, run build check, address issues (as needed)
 5. Run Image prep tool and verify SysPrep completes and system boots to USB ImageAssist PBE
 6. Export a copy of the WMI file to shared storage as a "maintenance" image
 7. Create Customer-defined image name, upload to Dell ImageAssist, and verify acceptance by Dell
- g. Task 7 - Follow-Up and Project Close-Out
1. Create documentation on each image build and configuration

2. Provide up to two (2) hours of knowledge transfer regarding the following:
 - a. Windows 10 best practices management and administration
 - b. Dell ImageAssist maintenance and uploading to Dell
3. Verify ImageAssist successful acceptance of all four (4) images ahead of product order
4. Obtain Customer signoff on project tasks

C.2.6 The Contractor shall be an authorized reseller of the required products and maintain certification throughout the term of the contract. The contractor shall provide documentation from Dell that authorizes them resell the required items.

C.2.7 The Contractor shall provide all original manufactured equipment with the exact configuration in the specifications as detailed in the solicitation.

C.2.8 The ownership of all procured software shall be transferred from the Contractor to the OCFO within 30 days of formal written acceptance by the OCIO.

C.2.9 The delivery of goods and services will be completed in phases to be determined upon consultation with awardee.

**SECTION D
PACKAGING AND MARKING**

D.1 PACKAGING

All reports and deliverables that are in “hard copy” and physically transported through the U.S. mail or private courier services are to be securely packaged using the Contractor’s best practices.

D.2 MARKING

D.2.1 Unless otherwise specified herein, all reports and deliverables delivered under this contract must be plainly marked, stating the Contractor’s name, contract number and addressed to the recipient, including the name of the office or floor, and the recipient’s office telephone number as noted in the contract.

D.2.2 Any failure to comply with these instructions will place the material at the Contractor’s risk.

SECTION E
INSPECTION AND ACCEPTANCE

E.1 INSPECTION

Inspection of all goods and services provided by the Contractor under this task order shall be performed by the Contracting Officer's Technical Representative ("COTR") identified in Section G.1(b).

E.2 ACCEPTANCE

E.2.1 Acceptance of all products and services provided under this task order shall be performed by the COTR. Acceptance means approval by the COTR of specific services as partial or complete performance of the task order.

E.2.2 Receipt of all equipment procured and configured as specified in Section C. Ownership of all procured equipment must be transferred from vendor to the OCFO within 30 days of receipt.

SECTION F
DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The term of the Task Order shall be as follows:

F.1.1 Base Period: The base period shall begin on the date of the Contracting Officer's signature and end one (1) year after.

F.1.2 Option Period:

F.1.2.1 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. The preliminary written notice does not commit the District to an extension of this option.

F.1.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.1.2.3 The price for the option period shall be as specified in Section B of the contract.

F.2 DELIVERABLES

F.2.1 All deliverables shall be submitted in accordance with the Statement of Work in Section C.

F.2.2 Reports that are required are to be submitted to the District as a deliverable(s) shall be delivered in accordance with the Statement of Work contained in Section C. If the report(s) is not submitted as part of the deliverables, final payment to the Contractor shall not be paid.

SECTION G
CONTRACT ADMINISTRATION

G.1 CONTRACT ADMINISTRATION

a. Contracting Officer

Mr. Anthony A. Stover, CPPO
Contracting Officer
Office of Contracts
Office of Management and Administration
Office of the Chief Financial Officer
1100 4th Street, SW, Suite E610
Washington, DC 20024
Telephone: 202-442-7122
Fax: 202-442-6454
Email: anthony.stover@dc.gov

The Contracting Officer is the ONLY official authorized to legally bind the District or make changes to the terms and conditions of this contract. Only the Contracting Officer can increase, decrease, extend or terminate this agreement. All other changes are unauthorized.

b. Contracting Officer Technical Representative (COTR)

The COTR for this contract will maintain a close relationship with the Contractor and will ensure that the Contractor's work conforms to the day-to-day technical requirements of the contract. **It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.** The COTR is:

Ms. Lisa Pierson
Contracting Officer Technical Representative
Office of Contracts
Office of Management and Administration
Office of the Chief Financial Officer
1100 4th Street SW Suite 610 East
Washington, DC 20024
Phone: 202-442-7122
Email: Lisa.Pierson@dc.gov

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices more than on a monthly basis. Invoices shall be prepared and submitted to the Office of Financial Operations at OMA.Invoicing@dc.gov and the address below with concurrent copies to the COTR.

Office of the Chief Financial Officer
Office of Management and Administration
Financial Operations/Accounts Payable
Attention: Comptroller
1100 4th Street, SW Suite E600
Washington, DC 20024

- G.2.2 Invoices shall not contain charges for items not specified in the Section B, Price Schedule. Work performed outside this contract, for which there was no prior modification to include it under Section C, Specification/Work Statement, shall not be included.
- G.2.3 An invoice is a written request for payment under the contract for supplies delivered or services rendered. In order to be proper, an invoice must include as applicable, the following:
- (1) Name, address, and TIN of the Contractor;
 - (2) Invoice date;
 - (3) Contract number or other authorization for supplies delivered or services performed;
 - (4) Description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed;
 - (5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms);
 - (6) Name and address of Contractor official to whom the payment is to be sent (*must be the same as that on the contract or accompanied by a proper notice of assignment*);
 - (7) Name (*where practicable*), title, phone number, mailing address of person to be notified in event of defective invoice; and
 - (8) Any other information or documentation required by the Contract (*such as evidence of shipment*).

G.3 INVOICE PAYMENT

- G.3.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in Section B, Price Schedule of this contract, for services ordered, performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.3.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor. The District reserves the right to conduct post payment reviews or audits.

G.4 THE QUICK PAYMENT PROVISIONS**G.4.1 INTEREST AND PENALTIES TO CONTRACTORS**

- G.4.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the 15th day after the required payment date for any other item.
- G.4.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H.1 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, 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.2 CONTINUITY OF SERVICES

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 Government or another Contractor, at the District's option, may continue to provide these services. If another Contractor is awarded a future contract for performance of the required services, the original Contractor shall cooperate fully with the District and the new Contractor in any transition activities that the Contracting Officer deems necessary during the term of the contract. To that end, the Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**SECTION I
STANDARD CONTRACT CLAUSES**

I.1 CONTRACTS THAT CROSS FISCAL YEARS

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

I.2 CONFIDENTIALITY OF INFORMATION

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

I.3 TIME

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

I.4 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.5 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.6 ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence: (1) Task Order and (2) the Contractor's DC Supply Schedule contract.

**SECTION J
ATTACHMENTS**

The following attachments are hereby incorporated.

Attachment Number	Document
J.1	Bidder/Offeror Certification
J.2	Doing Business with Integrity
J.3	DC Supply Schedule #CW22089