
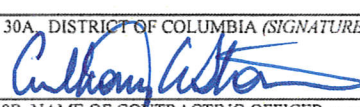


GOVERNMENT OF THE DISTRICT OF COLUMBIA OFFICE OF THE CHIEF FINANCIAL OFFICER TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18A & 29				1. REQUISITION NUMBER RK109220		PAGE 1 of 46+Attachments	
2. TASK ORDER AGREEMENT NO. CFOPD-19-C-025		3. Award/Effective Date See Box 30C	4. CONTRACTOR'S CONTRACT NUMBER <input checked="" type="checkbox"/> DCSS <input type="checkbox"/> GSA <input type="checkbox"/> Cooperative Agreement		5. SOLICITATION NUMBER CFOPD-19-D-025	6. CAPTION Dell Servers Upgrade	
7. PROGRAM OFFICE CONTACT (COTR): Office of Chief Financial Officer Office of Chief Information Officer 1100 4th Street, SW, Suite E610 Washington, DC, 20024		A. NAME Lisa Pierson COTR		B. TELEPHONE (No Collect Calls) (202) 442-6352		8. EMAIL: <u>Lisa.pierson@dc.gov</u>	
9. ISSUED BY District of Columbia Office of the Chief Financial Officer Office of Management and Administration Office of Contracts 1100 4th Street, SW, Suite E610 Washington, DC 20024 (202) 442-7012			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
15. CONTRACTOR / OFFEROR MVS Inc. 1020 19 th Street, NW, Suite 475 Washington, DC 20036			16. PAYMENT WILL BE MADE BY CODE 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 9484-96716		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 Office of the Chief Information 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 EXHIBIT D OF TASK ORDER			
19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES			21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	Contractor shall provide Dell Servers Upgrade in accordance with the enclosed statement of work and Contract No: CFOPD-19-C-025			See Section B.5 Price Schedule			\$394,987.00
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD (FOR GOVT. USE ONLY) \$394,987.00		
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. CONTRACTOR'S PROPOSAL DATED <u>June 6th, 2014</u> IS INCORPORATED BY REFERENCE.				28. <input type="checkbox"/> AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Schedule B. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.			
29A. SIGNATURE OF OFFEROR/CONTRACTOR 				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Vipin Desai CEO		29C. DATE SIGNED 04/10/2019		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Anthony A. Stover, CPPO		30C. DATE SIGNED 4-12-19	

SECTION B**CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE****B.1 GENERAL INFORMATION**

The Office of the Chief Information Officer (OCIO) of the Office of the Chief Financial Officer (OCFO) of the Government of the District of Columbia currently utilizes Dell server for virtual and physical environment. The OCFO is looking for a Contractor to provide Dell servers in support of an upgrade.

B.2 CONTRACT TYPE

The District awards a Firm Fixed Price Task Order contract with a Requirements component based on firm, fixed unit prices.

B.3 DESIGNATION OF CONTRACT FOR THE DISTRICT OF COLUMBIA SUPPLY SCHEDULE (DCSS)

This contract is designated only for certified small business enterprise (SBE) Offerors on the District of Columbia Supply Schedule (DCSS) under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, effective October 20, 2005 (D.C. Law 16-33; D.C. Official Code § 2-218.01 et seq.) as amended and 27 DCMR § 2100 and 2104. Offerors must be certified and maintain an active DCSS contract.

B.4 PRICING SCHEDULE

B.4.1 The stated Price Per Unit for each Contract Line Item Number (CLIN) shall be fixed, inclusive of all of the Contractor’s direct cost, indirect cost, and profit; including travel, material, and delivery costs. The price shall include all cost associated with the services described in and required by the Contract. The Total Estimated Price shall represent the price ceiling, fixed fee, or not to exceed amount of the Contract.

B.4.2 The District will purchase its requirements of the services included herein from the Contractor. The estimated quantities stated in the Pricing Schedule reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be required from the Contractor by the District or to relieve the Contractor of its obligation to fill all such requirements. The Contractor shall not be responsible for providing additional services in the event the maximum contract amount is reached until the parties execute a written modification to the contract.

B.5 PRICING

B.5.1 BASE YEAR – Firm Fixed Price

CLIN	SKU	Description	QTY	Firm Fixed Unit Price	Firm Fixed Total Price
		Power Edge R740	17		
1	210-AKXJ	PowerEdge R740	17	\$19,359.90	\$329,118.30
2	329-BDKH	PowerEdge R740/R740XD Motherboard	17	\$included	\$ included
3	461-AAEL	Trusted Platform Module 1.2	17	\$ included	\$ included
4	321-BCSM	Chassis with up to 8 x 2.5" SAS/SATA Hard Drives for 2CPU Configuration	17	\$ included	\$ included
5	340-BLKS	PowerEdge R740 Shipping	17	\$ included	\$ included
6	343-BBFU	PowerEdge R740 Shipping Material	17	\$ included	\$ included
7	338-BLUU	Intel Xeon Gold 5115 2.4G, 10C/20T, 10.4GT/s , 14M Cache, Turbo, HT (85W) DDR4-2400	17	\$ included	\$ included
8	374-BBPR	Intel Xeon Gold 5115 2.4G, 10C/20T, 10.4GT/s , 14M Cache, Turbo, HT (85W) DDR4-2400	17	\$ included	\$ included
9	412-AAIQ	Standard 1U Heatsink	17	\$ included	\$ included
10	412-AAIQ	Standard 1U Heatsink	17	\$ included	\$ included
11	370-ADNU	2666MT/s RDIMMs	17	\$ included	\$ included
12	370-AAIP	Performance Optimized	17	\$ included	\$ included
13	780-BCDP	RAID 5	17	\$ included	\$ included
14	405-AAML	PERC H740P RAID Controller, LP Adapter	17	\$ included	\$ included
15	619-ABVR	No Operating System	17	\$ included	\$ included
16	421-5736	No Media Required	17	\$ included	\$ included
17	379-BCQV	iDRAC Group Manager, Enabled	17	\$ included	\$ included
18	379-BCSG	iDRAC,Legacy Password	17	\$ included	\$ included
19	330-BBHH	Riser Config 4, 3x8, 4 x16 slots	17	\$ included	\$ included
20	540-BBBW	Broadcom 5720 QP 1Gb Network Daughter Card	17	\$ included	\$ included
21	429-ABBT	DVD+/-RW,SATA,Int	17	\$ included	\$ included
22	384-BBPY	6 Standard Fans for R740/740XD	17	\$ included	\$ included
23	450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	17	\$ included	\$ included
24	325-BCHV	PowerEdge 2U LCD Bezel	17	\$ included	\$ included
25	350-BBKG	Dell EMC Luggage Tag	17	\$ included	\$ included
26	350-BBJU	Quick Sync 2 (At-the-box mgmt)	17	\$ included	\$ included
27	750-AABF	Power Saving Dell Active Power Controller	17	\$ included	\$ included
28	770-BBBR	ReadyRails Sliding Rails With Cable Management Arm	17	\$ included	\$ included
29	631-AACK	No Systems Documentation, No OpenManage DVD Kit	17	\$ included	\$ included
30	332-1286	US Order	17	\$ included	\$ included
31	813-9119	Dell Hardware Limited Warranty Plus On-Site Service	17	\$ included	\$ included

32	813-9147	ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	17	\$ included	\$ included
33	813-9148	ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance, 3 Years	17	\$ included	\$ included
34	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	17	\$ included	\$ included
35	900-9997	On-Site Installation Declined	17	\$ included	\$ included
36	973-2426	Declined Remote Consulting Service	17	\$ included	\$ included
37	370-ADNF	32GB RDIMM 2666MT/s Dual Rank	204	\$ included	\$ included
38	400-ASFI	960GB SSD SAS Mix Use 12Gbps 512n 2.5in Hot-plug Drive, PX05SV,3 DWPD,5256 TBW	51	\$ included	\$ included
39	385-BBKT	iDRAC9,Enterprise	17	\$ included	\$ included
40	528-BBWT	OME Server Configuration Management	17	\$ included	\$ included
41	540-BBYK	QLogic FastLinQ 41112 Dual Port 10Gb SFP+ Adapter, Full Height	34	\$ included	\$ included
42	450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	34	\$ included	\$ included
43	800-BBDM	UEFI BIOS Boot Mode with GPT Partition	17	\$ included	\$ included
Total Firm Fixed Price			\$ 329,118.30		

CLIN	SKU	Description	QTY	Firm Fixed Unit Price	Firm Fixed Total Price
		Power Edge R740 SQL	3		
44	210-AKXJ	PowerEdge R740 Server	3	\$20,889.90	\$62,669.90
45	329-BDKH	PowerEdge R740/R740XD Motherboard	3	\$included	\$ included
46	461-AAEL	Trusted Platform Module 1.2	3	\$ included	\$ included
47	321-BCSM	Chassis with up to 8 x 2.5" SAS/SATA Hard Drives for 2CPU Configuration	3	\$ included	\$ included
48	340-BLKS	PowerEdge R740 Shipping	3	\$ included	\$ included
49	343-BBFU	PowerEdge R740 Shipping Material	3	\$ included	\$ included
50	338-BLMF	Intel Xeon Gold 6134 3.2G, 8C/16T, 10.4GT/s , 24.75M Cache, Turbo, HT (130W) DDR4-2666	3	\$ included	\$ included
51	374-BBNZ	Intel Xeon Gold 6134 3.2G, 8C/16T, 10.4GT/s , 24.75M Cache, Turbo, HT (130W) DDR4-2666	3	\$ included	\$ included
52	412-AAIR	Standard 2U Heatsink	3	\$ included	\$ included
53	412-AAIR	Standard 2U Heatsink	3	\$ included	\$ included
54	370-ADNU	2666MT/s RDIMMs	3	\$ included	\$ included
55	370-AAIP	Performance Optimized	3	\$ included	\$ included
56	780-BCDP	RAID 5	3	\$ included	\$ included
57	405-AAML	PERC H740P RAID Controller, LP Adapter	3	\$ included	\$ included

58	619-ABVR	No Operating System	3	\$ included	\$ included
59	421-5736	No Media Required	3	\$ included	\$ included
60	379-BCQV	iDRAC Group Manager, Enabled	3	\$ included	\$ included
61	379-BCSG	iDRAC, Legacy Password	3	\$ included	\$ included
62	330-BBHH	Riser Config 4, 3x8, 4 x16 slots	3	\$ included	\$ included
63	540-BBBW	Broadcom 5720 QP 1Gb Network Daughter Card	3	\$ included	\$ included
64	429-ABBT	DVD+/-RW, SATA, Int	3	\$ included	\$ included
65	384-BBPY	6 Standard Fans for R740/740XD	3	\$ included	\$ included
66	450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	3	\$ included	\$ included
67	325-BCHV	PowerEdge 2U LCD Bezel	3	\$ included	\$ included
68	350-BBKG	Dell EMC Luggage Tag	3	\$ included	\$ included
69	350-BBJU	Quick Sync 2 (At-the-box mgmt)	3	\$ included	\$ included
70	750-AABF	Power Saving Dell Active Power Controller	3	\$ included	\$ included
71	770-BBBR	ReadyRails Sliding Rails With Cable Management Arm	3	\$ included	\$ included
72	631-AACK	No Systems Documentation, No OpenManage DVD Kit	3	\$ included	\$ included
73	332-1286	US Order	3	\$ included	\$ included
74	813-9119	Dell Hardware Limited Warranty Plus On-Site Service	3	\$ included	\$ included
75	813-9147	ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	3	\$ included	\$ included
76	813-9148	ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance, 3 Years	3	\$ included	\$ included
77	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	3	\$ included	\$ included
78	900-9997	On-Site Installation Declined	3	\$ included	\$ included
79	973-2426	Declined Remote Consulting Service	3	\$ included	\$ included
80	370-ADNF	32GB RDIMM 2666MT/s Dual Rank	36	\$ included	\$ included
81	400-ASFI	960GB SSD SAS Mix Use 12Gbps 512n 2.5in Hot-plug Drive, PX05SV, 3 DWPD, 5256 TBW	9	\$ included	\$ included
82	385-BBKT	iDRAC9, Enterprise	3	\$ included	\$ included
83	528-BBWT	OME Server Configuration Management	3	\$ included	\$ included
84	540-BBYK	QLogic FastLinQ 41112 Dual Port 10Gb SFP+ Adapter, Full Height	6	\$ included	\$ included
85	450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	6	\$ included	\$ included
86	800-BBDM	UEFI BIOS Boot Mode with GPT Partition	3	\$ included	\$ included
Total Firm Fixed Price			\$ 62,669.70		

CLIN	SKU	Description	QTY	Firm Fixed Unit Price	Firm Fixed Total Price
		QLogic FastLinQ 41112 Dual Port 10Gb SFP+ Adapter (Ten Quantity)	10	\$	\$
87	210-AKXJ	540-BBYH Dell Dual Port Qlogic FastLinQ 41112 10Gb SFP+ Server Adapter Ethernet PCIe Network Interface Card Full Height	10	\$319.90	\$3,199.00
Total Firm Fixed Price			\$3,199.00		

TOTAL PRICE FOR BASE YEAR

Description	QTY	Firm Fixed Unit Price	Firm Fixed Total Price
PowerEdge R740	17	\$19,359.90	\$329,118.30
PowerEdge R740 - SQL	3	\$20,889.90	\$62,669.70
QLogic FastLinQ 41112 Dual Port 10Gb SFP+ Adapter (Ten Quantity)	10	\$319.90	\$3,199.00
Base Year Total Firm Fixed Price			\$394,987.00

B.5.2 OPTION YEAR ONE - Requirements

CLIN	SKU	Description	Est. QTY	Firm Fixed Unit Price	Extended Price
		Power Edge R740	17		
1	210-AKXJ	PowerEdge R740	17	\$19,359.90	\$329,118.30
2	329-BDKH	PowerEdge R740/R740XD Motherboard	17	\$included	\$ included
3	461-AAEL	Trusted Platform Module 1.2	17	\$ included	\$ included
4	321-BCSM	Chassis with up to 8 x 2.5" SAS/SATA Hard Drives for 2CPU Configuration	17	\$ included	\$ included
5	340-BLKS	PowerEdge R740 Shipping	17	\$ included	\$ included
6	343-BBFU	PowerEdge R740 Shipping Material	17	\$ included	\$ included
7	338-BLUU	Intel Xeon Gold 5115 2.4G, 10C/20T, 10.4GT/s , 14M Cache, Turbo, HT (85W) DDR4-2400	17	\$ included	\$ included
8	374-BBPR	Intel Xeon Gold 5115 2.4G, 10C/20T, 10.4GT/s , 14M Cache, Turbo, HT (85W) DDR4-2400	17	\$ included	\$ included
9	412-AAIQ	Standard 1U Heatsink	17	\$ included	\$ included
10	412-AAIQ	Standard 1U Heatsink	17	\$ included	\$ included
11	370-ADNU	2666MT/s RDIMMs	17	\$ included	\$ included
12	370-AAIP	Performance Optimized	17	\$ included	\$ included
13	780-BCDP	RAID 5	17	\$ included	\$ included
14	405-AAML	PERC H740P RAID Controller, LP Adapter	17	\$ included	\$ included

15	619-ABVR	No Operating System	17	\$ included	\$ included
16	421-5736	No Media Required	17	\$ included	\$ included
17	379-BCQV	iDRAC Group Manager, Enabled	17	\$ included	\$ included
18	379-BCSG	iDRAC, Legacy Password	17	\$ included	\$ included
19	330-BBHH	Riser Config 4, 3x8, 4 x16 slots	17	\$ included	\$ included
20	540-BBBW	Broadcom 5720 QP 1Gb Network Daughter Card	17	\$ included	\$ included
21	429-ABBT	DVD+/-RW,SATA,Int	17	\$ included	\$ included
22	384-BBPY	6 Standard Fans for R740/740XD	17	\$ included	\$ included
23	450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	17	\$ included	\$ included
24	325-BCHV	PowerEdge 2U LCD Bezel	17	\$ included	\$ included
25	350-BBKG	Dell EMC Luggage Tag	17	\$ included	\$ included
26	350-BBJU	Quick Sync 2 (At-the-box mgmt)	17	\$ included	\$ included
27	750-AABF	Power Saving Dell Active Power Controller	17	\$ included	\$ included
28	770-BBBR	ReadyRails Sliding Rails With Cable Management Arm	17	\$ included	\$ included
29	631-AACK	No Systems Documentation, No OpenManage DVD Kit	17	\$ included	\$ included
30	332-1286	US Order	17	\$ included	\$ included
31	813-9119	Dell Hardware Limited Warranty Plus On-Site Service	17	\$ included	\$ included
32	813-9147	ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	17	\$ included	\$ included
33	813-9148	ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance, 3 Years	17	\$ included	\$ included
34	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	17	\$ included	\$ included
35	900-9997	On-Site Installation Declined	17	\$ included	\$ included
36	973-2426	Declined Remote Consulting Service	17	\$ included	\$ included
37	370-ADNF	32GB RDIMM 2666MT/s Dual Rank	204	\$ included	\$ included
38	400-ASFI	960GB SSD SAS Mix Use 12Gbps 512n 2.5in Hot-plug Drive, PX05SV,3 DWPD,5256 TBW	51	\$ included	\$ included
39	385-BBKT	iDRAC9,Enterprise	17	\$ included	\$ included
40	528-BBWT	OME Server Configuration Management	17	\$ included	\$ included
41	540-BBYK	QLogic FastLinQ 41112 Dual Port 10Gb SFP+ Adapter, Full Height	34	\$ included	\$ included
42	450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	34	\$ included	\$ included
43	800-BBDM	UEFI BIOS Boot Mode with GPT Partition	17	\$ included	\$ included
Total Not To Exceed Price			\$329,118.30		

CLIN	SKU	Description	Est.QTY	Firm Fixed Unit Price	Extended Price
		Power Edge R740 SQL	3		
44	210-AKXJ	PowerEdge R740 Server	3	\$20,889.90	\$62,669.70
45	329-BDKH	PowerEdge R740/R740XD Motherboard	3	\$included	\$ included
46	461-AAEL	Trusted Platform Module 1.2	3	\$ included	\$ included
47	321-BCSM	Chassis with up to 8 x 2.5" SAS/SATA Hard Drives for 2CPU Configuration	3	\$ included	\$ included
48	340-BLKS	PowerEdge R740 Shipping	3	\$ included	\$ included
49	343-BBFU	PowerEdge R740 Shipping Material	3	\$ included	\$ included
50	338-BLMF	Intel Xeon Gold 6134 3.2G, 8C/16T, 10.4GT/s , 24.75M Cache, Turbo, HT (130W) DDR4-2666	3	\$ included	\$ included
51	374-BBNZ	Intel Xeon Gold 6134 3.2G, 8C/16T, 10.4GT/s , 24.75M Cache, Turbo, HT (130W) DDR4-2666	3	\$ included	\$ included
52	412-AAIR	Standard 2U Heatsink	3	\$ included	\$ included
53	412-AAIR	Standard 2U Heatsink	3	\$ included	\$ included
54	370-ADNU	2666MT/s RDIMMs	3	\$ included	\$ included
55	370-AAIP	Performance Optimized	3	\$ included	\$ included
56	780-BCDP	RAID 5	3	\$ included	\$ included
57	405-AAML	PERC H740P RAID Controller, LP Adapter	3	\$ included	\$ included
58	619-ABVR	No Operating System	3	\$ included	\$ included
59	421-5736	No Media Required	3	\$ included	\$ included
60	379-BCQV	iDRAC Group Manager, Enabled	3	\$ included	\$ included
61	379-BCSG	iDRAC,Legacy Password	3	\$ included	\$ included
62	330-BBHH	Riser Config 4, 3x8, 4 x16 slots	3	\$ included	\$ included
63	540-BBBW	Broadcom 5720 QP 1Gb Network Daughter Card	3	\$ included	\$ included
64	429-ABBT	DVD+/-RW,SATA,Int	3	\$ included	\$ included
65	384-BBPY	6 Standard Fans for R740/740XD	3	\$ included	\$ included
66	450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	3	\$ included	\$ included
67	325-BCHV	PowerEdge 2U LCD Bezel	3	\$ included	\$ included
68	350-BBKG	Dell EMC Luggage Tag	3	\$ included	\$ included
69	350-BBJU	Quick Sync 2 (At-the-box mgmt)	3	\$ included	\$ included
70	750-AABF	Power Saving Dell Active Power Controller	3	\$ included	\$ included
71	770-BBBR	ReadyRails Sliding Rails With Cable Management Arm	3	\$ included	\$ included
72	631-AACK	No Systems Documentation, No OpenManage DVD Kit	3	\$ included	\$ included
73	332-1286	US Order	3	\$ included	\$ included
74	813-9119	Dell Hardware Limited Warranty Plus On-Site Service	3	\$ included	\$ included
75	813-9147	ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	3	\$ included	\$ included
76	813-9148	ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance, 3 Years	3	\$ included	\$ included

77	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	3	\$ included	\$ included
78	900-9997	On-Site Installation Declined	3	\$ included	\$ included
79	973-2426	Declined Remote Consulting Service	3	\$ included	\$ included
80	370-ADNF	32GB RDIMM 2666MT/s Dual Rank	36	\$ included	\$ included
81	400-ASFI	960GB SSD SAS Mix Use 12Gbps 512n 2.5in Hot-plug Drive, PX05SV,3 DWPD,5256 TBW	9	\$ included	\$ included
82	385-BBKT	iDRAC9,Enterprise	3	\$ included	\$ included
83	528-BBWT	OME Server Configuration Management	3	\$ included	\$ included
84	540-BBYK	QLogic FastLinQ 41112 Dual Port 10Gb SFP+ Adapter, Full Height	6	\$ included	\$ included
85	450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	6	\$ included	\$ included
86	800-BBDM	UEFI BIOS Boot Mode with GPT Partition	3	\$ included	\$ included
Total Not To Exceed Price			\$62,669.70		

CLIN	SKU	Description	Est.QTY	Firm Fixed Unit Price	Extended Price
		QLogic FastLinQ 41112 Dual Por t 10Gb SFP+ Adapter (Ten Quantity)	10	\$	\$
87	210-AKXJ	540-BBYH Dell Dual Port Qlogic FastLinQ 41112 10Gb SFP+ Server Adapter Ethernet PCIe Network Interface Card Full Height	10	\$319.90	\$3,199.00
Total Not To Exceed Price			\$3,199.00		

TOTAL PRICE FOR OPTION YEAR ONE

Description	Est. QTY	Firm Fixed Unit Price	Extended Price
PowerEdge R740	17	\$19,359.90	\$329,118.30
PowerEdge R740 - SQL	3	\$20,889.90	\$62,669.70
QLogic FastLinQ 41112 Dual Por t 10Gb SFP+ Adapter (Ten Quantity)	10	\$319.90	\$3,199.00
Option Year One Not to Exceed Total			\$394,987.00

B.5.3 OPTION YEAR TWO

CLIN	SKU	Description	Est.QTY	Firm Fixed Unit Price	Extended Price
		Power Edge R740	17		
1	210-AKXJ	PowerEdge R740	17	\$19,359.90	\$329,118.30
2	329-BDKH	PowerEdge R740/R740XD Motherboard	17	\$included	\$ included
3	461-AAEL	Trusted Platform Module 1.2	17	\$ included	\$ included
4	321-BCSM	Chassis with up to 8 x 2.5" SAS/SATA Hard Drives for 2CPU Configuration	17	\$ included	\$ included
5	340-BLKS	PowerEdge R740 Shipping	17	\$ included	\$ included
6	343-BBFU	PowerEdge R740 Shipping Material	17	\$ included	\$ included
7	338-BLUU	Intel Xeon Gold 5115 2.4G, 10C/20T, 10.4GT/s , 14M Cache, Turbo, HT (85W) DDR4-2400	17	\$ included	\$ included
8	374-BBPR	Intel Xeon Gold 5115 2.4G, 10C/20T, 10.4GT/s , 14M Cache, Turbo, HT (85W) DDR4-2400	17	\$ included	\$ included
9	412-AAIQ	Standard 1U Heatsink	17	\$ included	\$ included
10	412-AAIQ	Standard 1U Heatsink	17	\$ included	\$ included
11	370-ADNU	2666MT/s RDIMMs	17	\$ included	\$ included
12	370-AAIP	Performance Optimized	17	\$ included	\$ included
13	780-BCDP	RAID 5	17	\$ included	\$ included
14	405-AAML	PERC H740P RAID Controller, LP Adapter	17	\$ included	\$ included
15	619-ABVR	No Operating System	17	\$ included	\$ included
16	421-5736	No Media Required	17	\$ included	\$ included
17	379-BCQV	iDRAC Group Manager, Enabled	17	\$ included	\$ included
18	379-BCSG	iDRAC, Legacy Password	17	\$ included	\$ included
19	330-BBHH	Riser Config 4, 3x8, 4 x16 slots	17	\$ included	\$ included
20	540-BBBW	Broadcom 5720 QP 1Gb Network Daughter Card	17	\$ included	\$ included
21	429-ABBT	DVD+/-RW,SATA,Int	17	\$ included	\$ included
22	384-BBPY	6 Standard Fans for R740/740XD	17	\$ included	\$ included
23	450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	17	\$ included	\$ included
24	325-BCHV	PowerEdge 2U LCD Bezel	17	\$ included	\$ included
25	350-BBKG	Dell EMC Luggage Tag	17	\$ included	\$ included
26	350-BBJU	Quick Sync 2 (At-the-box mgmt)	17	\$ included	\$ included
27	750-AABF	Power Saving Dell Active Power Controller	17	\$ included	\$ included
28	770-BBBR	ReadyRails Sliding Rails With Cable Management Arm	17	\$ included	\$ included
29	631-AACK	No Systems Documentation, No OpenManage DVD Kit	17	\$ included	\$ included
30	332-1286	US Order	17	\$ included	\$ included
31	813-9119	Dell Hardware Limited Warranty Plus On-Site Service	17	\$ included	\$ included
32	813-9147	ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	17	\$ included	\$ included

33	813-9148	ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance, 3 Years	17	\$ included	\$ included
34	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	17	\$ included	\$ included
35	900-9997	On-Site Installation Declined	17	\$ included	\$ included
36	973-2426	Declined Remote Consulting Service	17	\$ included	\$ included
37	370-ADNF	32GB RDIMM 2666MT/s Dual Rank	204	\$ included	\$ included
38	400-ASFI	960GB SSD SAS Mix Use 12Gbps 512n 2.5in Hot-plug Drive, PX05SV,3 DWPD,5256 TBW	51	\$ included	\$ included
39	385-BBKT	iDRAC9,Enterprise	17	\$ included	\$ included
40	528-BBWT	OME Server Configuration Management	17	\$ included	\$ included
41	540-BBYK	QLogic FastLinQ 41112 Dual Port 10Gb SFP+ Adapter, Full Height	34	\$ included	\$ included
42	450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	34	\$ included	\$ included
43	800-BBDM	UEFI BIOS Boot Mode with GPT Partition	17	\$ included	\$ included
Total Not To Exceed Price			\$329,118.30		

CLIN	SKU	Description	Est.QTY	Firm Fixed Unit Price	Extended Price
		Power Edge R740 SQL	3		
44	210-AKXJ	PowerEdge R740 Server	3	\$20,889.90	\$62,669.70
45	329-BDKH	PowerEdge R740/R740XD Motherboard	3	\$included	\$ included
46	461-AAEL	Trusted Platform Module 1.2	3	\$ included	\$ included
47	321-BCSM	Chassis with up to 8 x 2.5" SAS/SATA Hard Drives for 2CPU Configuration	3	\$ included	\$ included
48	340-BLKS	PowerEdge R740 Shipping	3	\$ included	\$ included
49	343-BBFU	PowerEdge R740 Shipping Material	3	\$ included	\$ included
50	338-BLMF	Intel Xeon Gold 6134 3.2G, 8C/16T, 10.4GT/s , 24.75M Cache, Turbo, HT (130W) DDR4-2666	3	\$ included	\$ included
51	374-BBNZ	Intel Xeon Gold 6134 3.2G, 8C/16T, 10.4GT/s , 24.75M Cache, Turbo, HT (130W) DDR4-2666	3	\$ included	\$ included
52	412-AAIR	Standard 2U Heatsink	3	\$ included	\$ included
53	412-AAIR	Standard 2U Heatsink	3	\$ included	\$ included
54	370-ADNU	2666MT/s RDIMMs	3	\$ included	\$ included
55	370-AAIP	Performance Optimized	3	\$ included	\$ included
56	780-BCDP	RAID 5	3	\$ included	\$ included
57	405-AAML	PERC H740P RAID Controller, LP Adapter	3	\$ included	\$ included
58	619-ABVR	No Operating System	3	\$ included	\$ included
59	421-5736	No Media Required	3	\$ included	\$ included

60	379-BCQV	iDRAC Group Manager, Enabled	3	\$ included	\$ included
61	379-BCSG	iDRAC, Legacy Password	3	\$ included	\$ included
62	330-BBHH	Riser Config 4, 3x8, 4 x16 slots	3	\$ included	\$ included
63	540-BBBW	Broadcom 5720 QP 1Gb Network Daughter Card	3	\$ included	\$ included
64	429-ABBT	DVD+/-RW,SATA,Int	3	\$ included	\$ included
65	384-BBPY	6 Standard Fans for R740/740XD	3	\$ included	\$ included
66	450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	3	\$ included	\$ included
67	325-BCHV	PowerEdge 2U LCD Bezel	3	\$ included	\$ included
68	350-BBKG	Dell EMC Luggage Tag	3	\$ included	\$ included
69	350-BBJU	Quick Sync 2 (At-the-box mgmt)	3	\$ included	\$ included
70	750-AABF	Power Saving Dell Active Power Controller	3	\$ included	\$ included
71	770-BBBR	ReadyRails Sliding Rails With Cable Management Arm	3	\$ included	\$ included
72	631-AACK	No Systems Documentation, No OpenManage DVD Kit	3	\$ included	\$ included
73	332-1286	US Order	3	\$ included	\$ included
74	813-9119	Dell Hardware Limited Warranty Plus On-Site Service	3	\$ included	\$ included
75	813-9147	ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	3	\$ included	\$ included
76	813-9148	ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance, 3 Years	3	\$ included	\$ included
77	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	3	\$ included	\$ included
78	900-9997	On-Site Installation Declined	3	\$ included	\$ included
79	973-2426	Declined Remote Consulting Service	3	\$ included	\$ included
80	370-ADNF	32GB RDIMM 2666MT/s Dual Rank	36	\$ included	\$ included
81	400-ASFI	960GB SSD SAS Mix Use 12Gbps 512n 2.5in Hot-plug Drive, PX05SV,3 DWPD,5256 TBW	9	\$ included	\$ included
82	385-BBKT	iDRAC9,Enterprise	3	\$ included	\$ included
83	528-BBWT	OME Server Configuration Management	3	\$ included	\$ included
84	540-BBYK	QLogic FastLinQ 41112 Dual Port 10Gb SFP+ Adapter, Full Height	6	\$ included	\$ included
85	450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	6	\$ included	\$ included
86	800-BBDM	UEFI BIOS Boot Mode with GPT Partition	3	\$ included	\$ included
Total Not To Exceed Price			\$62,669.70		

CLIN	SKU	Description	Est.QTY	Firm Fixed Unit Price	Extended Price
		QLogic FastLinQ 41112 Dual Port 10Gb SFP+ Adapter (Ten Quantity)	10	\$	\$
87	210-AKXJ	540-BBYH Dell Dual Port Qlogic FastLinQ 41112 10Gb SFP+ Server Adapter Ethernet PCIe Network Interface Card Full Height	10	\$319.90	\$3,199.00
Total Not To Exceed Price			\$3,199.00		

TOTAL PRICE FOR OPTION YEAR TWO

Description	Est. QTY	Firm Fixed Unit Price	Not to Exceed Total
PowerEdge R740	17	\$19,359.90	\$329,118.30
PowerEdge R740 - SQL	3	\$20,889.90	\$62,669.70
QLogic FastLinQ 41112 Dual Port 10Gb SFP+ Adapter (Ten Quantity)	10	\$319.90	\$3,199.00
Option Year Two Not to Exceed Total			\$394,987.00

B.5.4 OPTION YEAR THREE

CLIN	SKU	Description	Est.QTY	Firm Fixed Unit Price	Extended Price
		Power Edge R740	17		
1	210-AKXJ	PowerEdge R740	17	\$19,359.90	\$329,118.30
2	329-BDKH	PowerEdge R740/R740XD Motherboard	17	\$included	\$ included
3	461-AAEL	Trusted Platform Module 1.2	17	\$ included	\$ included
4	321-BCSM	Chassis with up to 8 x 2.5" SAS/SATA Hard Drives for 2CPU Configuration	17	\$ included	\$ included
5	340-BLKS	PowerEdge R740 Shipping	17	\$ included	\$ included
6	343-BBFU	PowerEdge R740 Shipping Material	17	\$ included	\$ included
7	338-BLUU	Intel Xeon Gold 5115 2.4G, 10C/20T, 10.4GT/s , 14M Cache, Turbo, HT (85W) DDR4-2400	17	\$ included	\$ included
8	374-BBPR	Intel Xeon Gold 5115 2.4G, 10C/20T, 10.4GT/s , 14M Cache, Turbo, HT (85W) DDR4-2400	17	\$ included	\$ included
9	412-AAIQ	Standard 1U Heatsink	17	\$ included	\$ included
10	412-AAIQ	Standard 1U Heatsink	17	\$ included	\$ included
11	370-ADNU	2666MT/s RDIMMs	17	\$ included	\$ included
12	370-AAIP	Performance Optimized	17	\$ included	\$ included
13	780-BCDP	RAID 5	17	\$ included	\$ included

14	405-AAML	PERC H740P RAID Controller, LP Adapter	17	\$ included	\$ included
15	619-ABVR	No Operating System	17	\$ included	\$ included
16	421-5736	No Media Required	17	\$ included	\$ included
17	379-BCQV	iDRAC Group Manager, Enabled	17	\$ included	\$ included
18	379-BCSG	iDRAC,Legacy Password	17	\$ included	\$ included
19	330-BBHH	Riser Config 4, 3x8, 4 x16 slots	17	\$ included	\$ included
20	540-BBBW	Broadcom 5720 QP 1Gb Network Daughter Card	17	\$ included	\$ included
21	429-ABBT	DVD+/-RW,SATA,Int	17	\$ included	\$ included
22	384-BBPY	6 Standard Fans for R740/740XD	17	\$ included	\$ included
23	450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	17	\$ included	\$ included
24	325-BCHV	PowerEdge 2U LCD Bezel	17	\$ included	\$ included
25	350-BBKG	Dell EMC Luggage Tag	17	\$ included	\$ included
26	350-BBJU	Quick Sync 2 (At-the-box mgmt)	17	\$ included	\$ included
27	750-AABF	Power Saving Dell Active Power Controller	17	\$ included	\$ included
28	770-BBBR	ReadyRails Sliding Rails With Cable Management Arm	17	\$ included	\$ included
29	631-AACK	No Systems Documentation, No OpenManage DVD Kit	17	\$ included	\$ included
30	332-1286	US Order	17	\$ included	\$ included
31	813-9119	Dell Hardware Limited Warranty Plus On-Site Service	17	\$ included	\$ included
32	813-9147	ProSupport Plus Mission Critical: 4-Hour 7x24 On- Site Service with Emergency Dispatch, 3 Years	17	\$ included	\$ included
33	813-9148	ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance, 3 Years	17	\$ included	\$ included
34	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	17	\$ included	\$ included
35	900-9997	On-Site Installation Declined	17	\$ included	\$ included
36	973-2426	Declined Remote Consulting Service	17	\$ included	\$ included
37	370-ADNF	32GB RDIMM 2666MT/s Dual Rank	204	\$ included	\$ included
38	400-ASFI	960GB SSD SAS Mix Use 12Gbps 512n 2.5in Hot-plug Drive, PX05SV,3 DWPD,5256 TBW	51	\$ included	\$ included
39	385-BBKT	iDRAC9,Enterprise	17	\$ included	\$ included
40	528-BBWT	OME Server Configuration Management	17	\$ included	\$ included
41	540-BBYK	QLogic FastLinQ 41112 Dual Port 10Gb SFP+ Adapter, Full Height	34	\$ included	\$ included
42	450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	34	\$ included	\$ included
43	800-BBDM	UEFI BIOS Boot Mode with GPT Partition	17	\$ included	\$ included
Total Not To Exceed Price			\$329,118.30		

CLIN	SKU	Description	Est.QTY	Firm Fixed Unit Price	Extended Price
		Power Edge R740 SQL	3		
44	210-AKXJ	PowerEdge R740 Server	3	\$20,889.90	\$62,669.70
45	329-BDKH	PowerEdge R740/R740XD Motherboard	3	\$included	\$ included
46	461-AAEL	Trusted Platform Module 1.2	3	\$ included	\$ included
47	321-BCSM	Chassis with up to 8 x 2.5" SAS/SATA Hard Drives for 2CPU Configuration	3	\$ included	\$ included
48	340-BLKS	PowerEdge R740 Shipping	3	\$ included	\$ included
49	343-BBFU	PowerEdge R740 Shipping Material	3	\$ included	\$ included
50	338-BLMF	Intel Xeon Gold 6134 3.2G, 8C/16T, 10.4GT/s , 24.75M Cache, Turbo, HT (130W) DDR4-2666	3	\$ included	\$ included
51	374-BBNZ	Intel Xeon Gold 6134 3.2G, 8C/16T, 10.4GT/s , 24.75M Cache, Turbo, HT (130W) DDR4-2666	3	\$ included	\$ included
52	412-AAIR	Standard 2U Heatsink	3	\$ included	\$ included
53	412-AAIR	Standard 2U Heatsink	3	\$ included	\$ included
54	370-ADNU	2666MT/s RDIMMs	3	\$ included	\$ included
55	370-AAIP	Performance Optimized	3	\$ included	\$ included
56	780-BCDP	RAID 5	3	\$ included	\$ included
57	405-AAML	PERC H740P RAID Controller, LP Adapter	3	\$ included	\$ included
58	619-ABVR	No Operating System	3	\$ included	\$ included
59	421-5736	No Media Required	3	\$ included	\$ included
60	379-BCQV	iDRAC Group Manager, Enabled	3	\$ included	\$ included
61	379-BCSG	iDRAC,Legacy Password	3	\$ included	\$ included
62	330-BBHH	Riser Config 4, 3x8, 4 x16 slots	3	\$ included	\$ included
63	540-BBBW	Broadcom 5720 QP 1Gb Network Daughter Card	3	\$ included	\$ included
64	429-ABBT	DVD+/-RW,SATA,Int	3	\$ included	\$ included
65	384-BBPY	6 Standard Fans for R740/740XD	3	\$ included	\$ included
66	450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	3	\$ included	\$ included
67	325-BCHV	PowerEdge 2U LCD Bezel	3	\$ included	\$ included
68	350-BBKG	Dell EMC Luggage Tag	3	\$ included	\$ included
69	350-BBJU	Quick Sync 2 (At-the-box mgmt)	3	\$ included	\$ included
70	750-AABF	Power Saving Dell Active Power Controller	3	\$ included	\$ included
71	770-BBBR	ReadyRails Sliding Rails With Cable Management Arm	3	\$ included	\$ included
72	631-AACK	No Systems Documentation, No OpenManage DVD Kit	3	\$ included	\$ included
73	332-1286	US Order	3	\$ included	\$ included
74	813-9119	Dell Hardware Limited Warranty Plus On-Site Service	3	\$ included	\$ included
75	813-9147	ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	3	\$ included	\$ included

76	813-9148	ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance, 3 Years	3	\$ included	\$ included
77	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	3	\$ included	\$ included
78	900-9997	On-Site Installation Declined	3	\$ included	\$ included
79	973-2426	Declined Remote Consulting Service	3	\$ included	\$ included
80	370-ADNF	32GB RDIMM 2666MT/s Dual Rank	36	\$ included	\$ included
81	400-ASFI	960GB SSD SAS Mix Use 12Gbps 512n 2.5in Hot-plug Drive, PX05SV,3 DWPD,5256 TBW	9	\$ included	\$ included
82	385-BBKT	iDRAC9,Enterprise	3	\$ included	\$ included
83	528-BBWT	OME Server Configuration Management	3	\$ included	\$ included
84	540-BBYK	QLogic FastLinQ 41112 Dual Port 10Gb SFP+ Adapter, Full Height	6	\$ included	\$ included
85	450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	6	\$ included	\$ included
86	800-BBDM	UEFI BIOS Boot Mode with GPT Partition	3	\$ included	\$ included
Total Not To Exceed Price			\$62,669.70		

CLIN	SKU	Description	Est.QTY	Firm Fixed Unit Price	Extended Price
		QLogic FastLinQ 41112 Dual Por t 10Gb SFP+ Adapter (Ten Quantity)	10	\$	\$
87	210-AKXJ	540-BBYH Dell Dual Port Qlogic FastLinQ 41112 10Gb SFP+ Server Adapter Ethernet PCIe Network Interface Card Full Height	10	\$319.90	\$3,199.00
Total Not To Exceed Price			\$3,199.00		

TOTAL PRICE FOR OPTION YEAR THREE

Description	Est. QTY	Firm Fixed Unit Price	Not to Exceed Total
PowerEdge R740	17	\$19,359.90	\$329,118.30
PowerEdge R740 - SQL	3	\$20,889.90	\$62,669.70
QLogic FastLinQ 41112 Dual Por t 10Gb SFP+ Adapter (Ten Quantity)	10	\$319.90	\$3,199.00
Option Year Three Not to Exceed Total			\$394,987.00

B.5.5 OPTION YEAR FOUR

CLIN	SKU	Description	Est.QTY	Firm Fixed Unit Price	Extended Price
		Power Edge R740	17		
1	210-AKXJ	PowerEdge R740	17	\$19,359.90	\$329,118.30
2	329-BDKH	PowerEdge R740/R740XD Motherboard	17	\$included	\$ included
3	461-AAEL	Trusted Platform Module 1.2	17	\$ included	\$ included
4	321-BCSM	Chassis with up to 8 x 2.5" SAS/SATA Hard Drives for 2CPU Configuration	17	\$ included	\$ included
5	340-BLKS	PowerEdge R740 Shipping	17	\$ included	\$ included
6	343-BBFU	PowerEdge R740 Shipping Material	17	\$ included	\$ included
7	338-BLUU	Intel Xeon Gold 5115 2.4G, 10C/20T, 10.4GT/s , 14M Cache, Turbo, HT (85W) DDR4-2400	17	\$ included	\$ included
8	374-BBPR	Intel Xeon Gold 5115 2.4G, 10C/20T, 10.4GT/s , 14M Cache, Turbo, HT (85W) DDR4-2400	17	\$ included	\$ included
9	412-AAIQ	Standard 1U Heatsink	17	\$ included	\$ included
10	412-AAIQ	Standard 1U Heatsink	17	\$ included	\$ included
11	370-ADNU	2666MT/s RDIMMs	17	\$ included	\$ included
12	370-AAIP	Performance Optimized	17	\$ included	\$ included
13	780-BCDP	RAID 5	17	\$ included	\$ included
14	405-AAML	PERC H740P RAID Controller, LP Adapter	17	\$ included	\$ included
15	619-ABVR	No Operating System	17	\$ included	\$ included
16	421-5736	No Media Required	17	\$ included	\$ included
17	379-BCQV	iDRAC Group Manager, Enabled	17	\$ included	\$ included
18	379-BCSG	iDRAC,Legacy Password	17	\$ included	\$ included
19	330-BBHH	Riser Config 4, 3x8, 4 x16 slots	17	\$ included	\$ included
20	540-BBBW	Broadcom 5720 QP 1Gb Network Daughter Card	17	\$ included	\$ included
21	429-ABBT	DVD+/-RW,SATA,Int	17	\$ included	\$ included
22	384-BBPY	6 Standard Fans for R740/740XD	17	\$ included	\$ included
23	450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	17	\$ included	\$ included
24	325-BCHV	PowerEdge 2U LCD Bezel	17	\$ included	\$ included
25	350-BBKG	Dell EMC Luggage Tag	17	\$ included	\$ included
26	350-BBJU	Quick Sync 2 (At-the-box mgmt)	17	\$ included	\$ included
27	750-AABF	Power Saving Dell Active Power Controller	17	\$ included	\$ included
28	770-BBBR	ReadyRails Sliding Rails With Cable Management Arm	17	\$ included	\$ included
29	631-AACK	No Systems Documentation, No OpenManage DVD Kit	17	\$ included	\$ included
30	332-1286	US Order	17	\$ included	\$ included
31	813-9119	Dell Hardware Limited Warranty Plus On-Site Service	17	\$ included	\$ included
32	813-9147	ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	17	\$ included	\$ included

33	813-9148	ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance, 3 Years	17	\$ included	\$ included
34	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	17	\$ included	\$ included
35	900-9997	On-Site Installation Declined	17	\$ included	\$ included
36	973-2426	Declined Remote Consulting Service	17	\$ included	\$ included
37	370-ADNF	32GB RDIMM 2666MT/s Dual Rank	204	\$ included	\$ included
38	400-ASFI	960GB SSD SAS Mix Use 12Gbps 512n 2.5in Hot-plug Drive, PX05SV,3 DWPD,5256 TBW	51	\$ included	\$ included
39	385-BBKT	iDRAC9,Enterprise	17	\$ included	\$ included
40	528-BBWT	OME Server Configuration Management	17	\$ included	\$ included
41	540-BBYK	QLogic FastLinQ 41112 Dual Port 10Gb SFP+ Adapter, Full Height	34	\$ included	\$ included
42	450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	34	\$ included	\$ included
43	800-BBDM	UEFI BIOS Boot Mode with GPT Partition	17	\$ included	\$ included
Total Not To Exceed Price			\$329,118.30		

CLIN	SKU	Description	Est.QTY	Firm Fixed Unit Price	Extended Price
		Power Edge R740 SQL	3		
1	210-AKXJ	PowerEdge R740 Server	3	\$20,889.90	\$62,669.70
2	329-DKH	PowerEdge R740/R740XD Motherboard	3	\$included	\$ included
3	461-AAEL	Trusted Platform Module 1.2	3	\$ included	\$ included
4	321-BCSM	Chassis with up to 8 x 2.5" SAS/SATA Hard Drives for 2CPU Configuration	3	\$ included	\$ included
5	340-BLKS	PowerEdge R740 Shipping	3	\$ included	\$ included
6	343-BBFU	PowerEdge R740 Shipping Material	3	\$ included	\$ included
7	338-BLMF	Intel Xeon Gold 6134 3.2G, 8C/16T, 10.4GT/s, 24.75M Cache, Turbo, HT (130W) DDR4-2666	3	\$ included	\$ included
8	374-BBNZ	Intel Xeon Gold 6134 3.2G, 8C/16T, 10.4GT/s, 24.75M Cache, Turbo, HT (130W) DDR4-2666	3	\$ included	\$ included
9	412-AAIR	Standard 2U Heatsink	3	\$ included	\$ included
10	412-AAIR	Standard 2U Heatsink	3	\$ included	\$ included
11	370-ADNU	2666MT/s RDIMMs	3	\$ included	\$ included
12	370-AAIP	Performance Optimized	3	\$ included	\$ included
13	780-BCDP	RAID 5	3	\$ included	\$ included
14	405-AAML	PERC H740P RAID Controller, LP Adapter	3	\$ included	\$ included
15	619-ABVR	No Operating System	3	\$ included	\$ included
16	421-5736	No Media Required	3	\$ included	\$ included
17	379-BCQV	iDRAC Group Manager, Enabled	3	\$ included	\$ included

18	379-BCSG	iDRAC,Legacy Password	3	\$ included	\$ included
19	330-BBHH	Riser Config 4, 3x8, 4 x16 slots	3	\$ included	\$ included
20	540-BBBW	Broadcom 5720 QP 1Gb Network Daughter Card	3	\$ included	\$ included
21	429-ABBT	DVD+/-RW,SATA,Int	3	\$ included	\$ included
22	384-BBPY	6 Standard Fans for R740/740XD	3	\$ included	\$ included
23	450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	3	\$ included	\$ included
24	325-BCHV	PowerEdge 2U LCD Bezel	3	\$ included	\$ included
25	350-BBKG	Dell EMC Luggage Tag	3	\$ included	\$ included
26	350-BBJU	Quick Sync 2 (At-the-box mgmt)	3	\$ included	\$ included
27	750-AABF	Power Saving Dell Active Power Controller	3	\$ included	\$ included
28	770-BBBR	ReadyRails Sliding Rails With Cable Management Arm	3	\$ included	\$ included
29	631-AACK	No Systems Documentation, No OpenManage DVD Kit	3	\$ included	\$ included
30	332-1286	US Order	3	\$ included	\$ included
31	813-9119	Dell Hardware Limited Warranty Plus On-Site Service	3	\$ included	\$ included
32	813-9147	ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	3	\$ included	\$ included
33	813-9148	ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance, 3 Years	3	\$ included	\$ included
34	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	3	\$ included	\$ included
35	900-9997	On-Site Installation Declined	3	\$ included	\$ included
36	973-2426	Declined Remote Consulting Service	3	\$ included	\$ included
37	370-ADNF	32GB RDIMM 2666MT/s Dual Rank	36	\$ included	\$ included
38	400-ASFI	960GB SSD SAS Mix Use 12Gbps 512n 2.5in Hot-plug Drive, PX05SV,3 DWPD,5256 TBW	9	\$ included	\$ included
39	385-BBKT	iDRAC9,Enterprise	3	\$ included	\$ included
40	528-BBWT	OME Server Configuration Management	3	\$ included	\$ included
41	540-BBYK	QLogic FastLinQ 41112 Dual Port 10Gb SFP+ Adapter, Full Height	6	\$ included	\$ included
42	450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	6	\$ included	\$ included
43	800-BBDM	UEFI BIOS Boot Mode with GPT Partition	3	\$ included	\$ included
Total Not To Exceed Price			\$62,669.70		

CLIN	SKU	Description	Est.QTY	Firm Fixed Unit Price	Extended Price
		QLogic FastLinQ 41112 Dual Por t 10Gb SFP+ Adapter (Ten Quantity)	10	\$	\$
1	210-AKXJ	540-BBYH Dell Dual Port Qlogic FastLinQ 41112 10Gb SFP+ Server Adapter Ethernet PCIe Network Interface Card Full Height	10	\$319.90	\$3,199.00
Total Not To Exceed Price			\$3,199.00		

TOTAL PRICE FOR OPTION YEAR FOUR

Description	Est. QTY	Firm Fixed Unit Price	Not to Exceed Total
PowerEdge R740	17	\$19,359.90	\$329,118.30
PowerEdge R740 - SQL	3	\$20,889.90	\$62,669.70
QLogic FastLinQ 41112 Dual Por t 10Gb SFP+ Adapter (Ten Quantity)	10	\$319.90	\$3,199.00
Option Year Four Not to Exceed Total			\$394,987.00

SECTION C**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 SCOPE**

The Office of the Chief Information Officer (OCIO) of the Office of the Chief Financial Officer (OCFO) of the Government of the District of Columbia currently has Cisco (Veritas) equipment for its existing IT infrastructure and Security. The OCFO is looking for a Contractor to provide support and maintenance services of the existing Cisco (Veritas) software and hardware.

C.2 BACKGROUND

C.2.1 The Office of Chief Information Officer (OCIO) within the DC Office of Chief Financial Officer (OFCO) IT environment is highly virtualized. The Dell server which host the environment are a critical part of the virtual environment. OCFO utilizes Dell server for Virtual and Physical IT environment. The Dell servers in the environment are coming to end of life and need to be upgraded and consolidated.

C.3 REQUIREMENTS

C.3.1 The Contractor shall provide items for upgrade of the Dell Server infrastructure with the necessary support specified under **Section B.5** of this solicitation for twelve (12) months in each contract period.

C.3.2 The upgrade shall provide multiple advantages as listed below:

- 1) Dell server hardware shall be upgraded to latest version – better security
- 2) Normalize virtualize operation for the environment;
- 3) Remove server performance issue (such as High CPU), RAM (I/O bottlenecks), etc.;
- 4) Remove application performance issues;
- 5) Increase the necessary server capacity for new application(s)/projects that will start in near future;
- 6) Increase in overall efficiencies to allow less time spent managing the current Dell server environment;
- 7) Simplify operations and provide necessary infrastructure for new projects.

C.3.3 In the event that the required equipment becomes obsolete, the Contractor shall notify the District of such changes and propose new equipment that meets the District's requirements. The District reserves the right to revise the requirements based on a change in need. Any changes to the requirements shall be mutually agreed upon by both parties and a modification shall be executed between the District and the Contractor to enable the District to add, remove, increase or decrease items or procure new hardware necessary due to aging of the equipment or for an update of obsolete equipment as needed based under the current Dell product list but not exclude product offerings as the market industry changes.

- C.3.5 Contractor's DC Supply Schedule contract shall remain current, and any modifications shall be forwarded to the Contracting Officer as identified in Section G.1(a).
- C.3.6 Offeror shall provide evidence from the manufacturer to demonstrate the bidder is an authorized Cisco/Veritas reseller for the required products and Services.

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 In case of carload lots, the Contractor shall tag the car, stating Contractor’s name and contract number. Any failure to comply with these instructions will place the material at the Contractor’s risk.
- D.2.3 Deliveries by rail, water, truck or otherwise, must be within the working hours and in ample time to allow for unloading and if necessary, the storing of the materials or supplies before closing time. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the contact person identified in the contract at the delivery point.

SECTION E**INSPECTION, ACCEPTANCE AND WARRANTY OF SERVICES****E.1 INSPECTION**

- E.1.1 All supplies and services provided by the Contractor under this contract shall be subject to inspection by the Contracting Officer's Technical Representative ("COTR") identified in Section G.1 (b).
- E.1.2 Inspection of Supplies
- (a) **Definition.** "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
 - (b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.
 - (c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.
 - (d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.
 - (e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.
 - (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
 - (2) Contracting Officer may also charge the Contractor for any additional cost of

inspection or test when prior rejection makes re-inspection or retest.

- (f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
- (i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.
- (j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.
- (k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.
- (l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such

failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

E.1.3 Inspection of Services

- (a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.
- (c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed. If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

E.2 **ACCEPTANCE**

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

E.3 **WARRANTY OF SERVICES**

E.3.1 The time period for this warranty provision is the life of the contract plus all active options and extensions.

E.3.2 Warranty Provision:

- (a) Notwithstanding inspection and acceptance by the District or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written

notice of any defect or nonconformance to the Contractor within 30 days from the date of discovery. This notice shall state either:

- (1) That the Contractor shall correct or re-perform any defective or nonconforming services; or
 - (2) That the District does not require correction or reperformance.
- (b) If the Contractor is required to correct or reperform, it shall be at no cost to the District, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the District thereby, or make an equitable adjustment in the contract price.
- (c) If the District does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

SECTION F**PERIOD OF PERFORMANCE AND DELIVERABLES****F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one year from the Contract Effective Date.

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 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.

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 Section B of the contract.

F.3 DELIVERABLES

F.3.1 The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the COTR identified in Section G in accordance with Section C.

SECTION G**CONTRACT ADMINISTRATION****G.1 CONTRACT ADMINISTRATORS****(a) Contracting Officer**

- i. The Contracting Officer (or “CO”) for this contract is:

Anthony A. Stover
Contracting Officer
1100 4th St. SW Suite E610
Washington, DC 20024
Telephone: (202) 442-7122
Fax: 202-442-6454
E-mail address: Anthony.stover@dc.gov

- ii. The Contracting Officer is the only official authorized to legally bind the District and make changes to the requirements, terms and conditions of this contract. Only the Contracting Officer can increase, decrease, extend or terminate this contract. All other changes are unauthorized.
- iii. 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 Contracting Officer.
- iv. In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, 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.

(b) Contracting Officer Technical Representative (COTR)

- i. The COTR for this contract is:

Lisa Pierson
Contracting Officer Technical Representative (COTR)
1100 4th St. SW E610 Washington, DC 20024
(202) 442-6352
lisa.pierson@dc.gov

- ii. The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor’s compliance or noncompliance with the contract. The COTR 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:

- a. Keeping the Contracting Officer fully informed of any technical or contractual difficulties encountered during the performance period and advising the Contracting Officer of any potential problem areas under the contract;
 - b. Coordinating site entry for Contractor personnel, if applicable;
 - c. Reviewing invoices for completed work and recommending approval by the Contracting Officer if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - d. Reviewing and approving invoices for deliverables to ensure receipt of goods and services.
 - e. Timely processing of invoices and vouchers in accordance with the District's payment provisions; and
 - f. Maintaining a file that includes all contract correspondence, modifications, records of inspections and invoice or vouchers.
- iii. The COTR does NOT have the authority to:
- a. Award, agree to, or sign any contract, delivery order or task order. Only the Contracting Officer shall make contractual agreements, commitments or modifications;
 - b. Grant deviations from or waive any of the terms and conditions of the contract;
 - c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 - d. Authorize the expenditure of funds by the Contractor;
 - e. Change the period of performance; or
 - f. Authorize the use of District property, except as specified under the contract.
- iv. The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.2 INVOICE PAYMENT

- G.2.1 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.2.2 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.2.3 Unless otherwise specified in this contract, and with presentation of a properly executed invoice:

- a) Payment will be made on completion and acceptance of each item for which the price is stated in the Pricing Schedule in Section B,
- b) Payment will be made on completion and acceptance of each percentage or milestone of work in accordance with the prices stated in the Pricing Schedule in Section B, or
- c) Payment may be made on partial deliveries of goods and services accepted by the District if the Contractor requests it and the amount due on the deliveries warrants it as determined by the District.

G.3 INVOICE SUBMITTAL

G.3.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>

G.3.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.

G.3.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

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.

G.4.2 Payments to Subcontractors

G.4.2.1 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 a contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b. Notify the District and the subcontractor, 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.4.2.2 The Contractor shall pay any lower-tier subcontractor or supplier 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 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.4.2.3 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.4.2.4 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 of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.4.3 Subcontract Requirements
- G.4.3.1 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.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G. 5.1 The Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

SECTION H**SPECIAL CONTRACT REQUIREMENTS****H.1 STAFFING**

The Contractor shall not employ or permit the employment of any unfit or unqualified person or persons not skilled in the tasks assigned to them by the contractor. The Contractor shall at all times employ sufficient labor to carry out functions and services in the manner and time prescribed by the Contract. The Contractor shall be responsible to the District for all acts and omissions of the Contractor's employees, agents and subcontractors and the Contractor shall enforce strict discipline among the Contractor's employees, agents and subcontractors performing the services under the Contract. Any person employed by the Contractor shall, at the written request of the District, and within the District's sole discretion, be removed immediately by the Contractor from work relating to the Contract.

H.2 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 Contracting Officer in consultation with the COTR. 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, including any work conducted by a subcontractor.

H.3 CERTIFIED BUSINESS ENTERPRISE SUBCONTRACTING REQUIREMENTS

H.3.1 Beneficiaries of all non-construction contracts for government-assisted projects in excess of \$250,000, unless a waiver has been approved by the Director of the Department of Small and Local Business Development in accordance with D.C. Code §2-218.51, are required to:

- (a) Subcontract at least 35% of the dollar volume to small business enterprises, as defined in D.C. Code §2-218.32; or
- (b) If there are insufficient qualified small business enterprises to completely fulfill the requirement set forth in H.3.1(a), then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises, as defined in D.C. Code §§2-218.31-39a; provided, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- (c) For each government-assisted project for which a certified business enterprise is utilized to meet the subcontracting requirements set forth above in H.3.1(a) or H.3.1(b), the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources.
- (d) Beneficiaries certified as a small business enterprise, local business enterprise, or disadvantaged business enterprise shall not have to comply with Sections H.3.1(a) or H.3.1(b).

H.3.2

- (a) For each government-assisted project for which a certified business enterprise is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracted effort shall be with certified business enterprises.
- (b) For each government-assisted project for which a certified joint venture is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracted effort shall be with certified business enterprises.
- (c) For each government-assisted project of \$1 million or less for which a certified business enterprise is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 50% of the on-site work with its own workforce.

H.3.3 Bids or proposals responding to a solicitation, including an open market solicitation, shall be deemed nonresponsive and shall be rejected if a subcontracting plan is required by law and the Beneficiary fails to submit a subcontracting plan as part of its bid or proposal. The subcontracting plan required shall be provided before the District accepts the submission of the bid or proposal.

H.3.4 A Beneficiary's subcontracting plan shall specify all of the following:

- (a) The name and address of the subcontractor;
- (b) A current certification number of the small or certified business enterprise;
- (c) The scope of work to be performed by the subcontractor; and
- (d) The price to be paid by the Beneficiary to the subcontractor.

H.3.5 No Beneficiary shall be allowed to amend the subcontracting plan filed as part of its bid or proposal except with the consent of the Director of the Department of Small and Local Business Development. Any reduction in the dollar volume of the subcontracted portion resulting from such amendment of the plan shall inure to the benefit of the District.

H.3.6 No multiyear contracts or extended contracts, which are not in compliance with D.C. Code §2-218.46 or this Section H.3 at the time of the contemplated exercise of the option or extension, shall be renewed or extended, and any such option or extension shall be void.

H.3.7 A Beneficiary shall submit within 15 days of contract award, to the Contracting Officer, project manager, District of Columbia Auditor and the Director of the Department of Small and Local Business Development (at compliance.enforcement@dc.gov) copies of the executed contracts with the subcontracts identified in the subcontracting plan. Failure to submit copies of the executed contracts shall render the underlying contract voidable by the District.

H.3.8 The Beneficiary shall provide written notice to the Department of Small and Local Business Development and District of Columbia Auditor upon the initiation and completion of a project.

H.3.9 Within 15 days after the end of each quarter, the Beneficiary shall provide a quarterly report to the Department of Small and Local Business Development (at compliance.enforcement@dc.gov), the Contracting Officer, project manager and the District of Columbia Auditor which shall include a list of each subcontractor identified in the subcontracting plan and for each subcontract:

- (a) The price to be paid by the contractor to the subcontractor;
- (b) A description of the goods procured or the services contracted for;
- (c) The amount paid by the contractor to the subcontractor under the subcontract; and
- (d) A copy of the fully executed subcontract, if it was not provided in a prior quarterly report. If not included, the Beneficiary shall not receive credit toward the subcontracting requirements of this section for that subcontract.

The Beneficiary shall go to <https://dslbd.dc.gov> □ Scroll down to SBE Forms under the section 'Stay in Compliance' □ Click on that link & select 'District Agency Compliance' in order to access the DSLBD forms for beneficiaries to use for reporting requirements. The Beneficiary may further contact DSLBD at (202) 727-3900 for instructions on SBE Forms.

H.3.10 The Beneficiary shall meet on an annual basis with the Department of Small and Local Business Development, the Contracting Officer, project manager and the District of Columbia Auditor to provide an update of the subcontracting plan for utilization of small business enterprises and certified business enterprises. The Department of Small and Local Business development shall provide the Beneficiary with a 30-day written notice of the meeting.

H.3.11 A Beneficiary and/or certified business enterprise subject to this section, that fails to meet the requirements of this section shall be subject to penalties set forth in D.C. Code §2-218.63.

H.3.12 Waiver of Subcontracting Requirements

- (a) The Director of the Department of Small and Local Business Development may waive the subcontracting requirements only if there is insufficient market capacity for the goods and services that comprise the project and such lack of capacity leaves the contractor commercially incapable of achieving the subcontracting requirements.
- (b) Prior to submission of bids or proposals, the Beneficiary may request a waiver of the subcontracting requirements by timely filing a written request with to the point of contact on Page 1 of this solicitation, to the attention of the Contracting Officer detailing the reasons justifying a waiver, including the Beneficiary's efforts to secure involvement by Certified Business Enterprises, no later than [*enter deadline here*]. The Contracting Officer will, in turn, use the Beneficiary's information to submit a waiver request to the Director of the Department of Small and Local Business Development.
- (c) The Contracting Officer will provide written notice of the waiver determination to the Beneficiary prior to the acceptance of bids or proposals and upon a decision of the waiver by the Director of the Department of Small and Local Business Development.

- (d) The Beneficiary should provide the following information in its waiver request to the Contracting Officer to demonstrate the Beneficiary's good faith efforts to secure involvement by a Certified Business Enterprise:
- i. Whether the Beneficiary advertised in general circulation, trade association, or other media outlets concerning the subcontracting opportunity;
 - ii. Whether the Beneficiary provided written notice to a reasonable number of certified business enterprises that their interest in the subcontracting opportunity was being solicited;
 - iii. Whether the Beneficiary conducted any pre-solicitation or pre-bid conferences to inform certified business enterprises of the subcontracting opportunity;
 - iv. Whether the Beneficiary provided sufficient time to allow certified business enterprises to participate effectively in its efforts to secure involvement by a certified business enterprise;
 - v. Whether the Beneficiary followed up responses of interest by conducting negotiations with certified business enterprises;
 - vi. Whether rejections by the Beneficiary of certified business enterprises as being unqualified were based on sound reasoning and thorough investigation of their capabilities;
 - vii. Whether the Beneficiary made efforts to assist interested certified business enterprises in obtaining bonding, lines of credit, or insurance required by the Beneficiary;
 - viii. Whether the Beneficiary effectively used the services of the Department of Small and Local Business Development, (202) 727-3900 and <http://dslbd.dc.gov>, in recruiting qualified certified business enterprises; and
 - ix. Whether bids submitted by certified business enterprises were excessive or noncompetitive based upon a review of prevailing market conditions.
- (e) While the information described in (d) above will assist the Director of the Department of Small and Local Business Development in reviewing the waiver request, it does not guarantee that a waiver will, in fact, be approved. Additional factors may be considered and additional information may be requested from the Beneficiary to support the waiver request.

H.3.13 In additional to the information provided by the Beneficiary, the Contracting Officer will include the following information in its written request for a waiver:

- (a) The number of certified business enterprises, if any, qualified to perform the elements of the work that comprise the project;
- (b) A summary of the market research or outreach conducted to analyze the relevant market; and
- (c) The consideration given to alternate methods for acquiring the work to be subcontracted in order to make the work more amenable to being performed by certified business enterprises.

H.3.14 For purposes of this Section H.3, the term:

- (a) "Beneficiary" means a business enterprise that is the prime contractor or developer on a government-assisted project.

(b) "Government-assisted project" means:

- i. A contract executed by an agency on behalf of the District or pursuant to statutory authority that involves District funds or, to the extent not prohibited by federal law, funds that the District administers in accordance with a federal grant or otherwise;
- ii. A project funded in whole or in part by District funds;
- iii. A project that receives a loan or grant from a District agency;
- iv. A project that receives bonds or notes or the proceeds thereof issued by a District agency, including tax increment financing or payment in lieu of tax bonds and notes, or industrial revenue bonds;
- v. A project that receives District tax exemptions or abatements that are specific to the project and not to the nature of the entity undertaking the project, such as a religious institution or nonprofit corporation; or
- vi. A development project conducted pursuant to a disposition under section 1 of An Act Authorizing the sale of certain real estate in the District of Columbia no longer required for public purposes, approved August 5, 1939 (53 Stat. 1211; D.C. Official Code § 10-801).

H.3.15 Notwithstanding the requirements set forth in this Section H.3, a Beneficiary, and any other certified business enterprise subject to this section, shall fully comply with the requirements set forth in D.C. Code §§ 2-218.46, 2-218.51. If there is a conflict between the requirements set forth in this Section H.3 and D.C. Code §§ 2-218.46, 2-218.51, the requirements set forth in D.C. Code §§ 2-218.46, 2-218.51 shall govern.

H.4 WARRANTIES

- H.4.1 The Contractor warrants and agrees that it is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.
- H.4.2 The Contractor warrants and agrees that it is of legal authority and capacity to enter into and perform under the Contract, and that it has the financial ability to perform its obligations under such Contract.
- H.4.3 The Contractor warrants and agrees that it has been duly authorized to operate and do business in all places where it will be required to do business under the Contract that it has obtained or will obtain all necessary licenses and permits required in connection with such Contract; and that it will fully comply with all laws, decrees, labor standards and regulations of its domicile and wherever performance occurs during the term of such Contract.
- H.4.4 The Contractor warrants and agrees that it has no present interest and shall not acquire any interest which would conflict in any manner with its duties and obligations under the Contract.

- H.4.5 The Contractor warrants and agrees that all systems analysis, systems design and programming pursuant to the Contract or for use in its performance there under has been and shall be prepared or done in a high quality, professional and competent manner using only qualified personnel.
- H.4.6 The Contractor further represents and warrants that all programs implemented in its performance under the contract shall meet the performance standards required there under and shall correctly and accurately perform their intended functions on the equipment supplied by the District or Contractor.
- H.4.7 The Contractor warrants and agrees that all services provided by it under the Contract shall be performed in a prompt, high quality, professional and competent manner using only qualified personnel.
- H.4.8 The Contractor warrants and agrees that it will not take any action inconsistent with any of the terms, conditions, agreements, or covenants set forth in this Contract without the express written consent of the District.
- H.4.9 The Contractor warrants and agrees that it shall keep all equipment in good condition and repair, and shall not permit anything to be done that may materially impair the value thereof. The Contractor shall use such equipment only in the ordinary course of its performance under the Contract and shall not permit such equipment to be used in violation of any applicable law, regulation or policy of insurance. The Contractor agrees to develop a maintenance and replacement schedule subject to approval by the District and agrees to comply with that schedule.
- H.4.10 The Contractor warrants and agrees that it shall not sell, assign, lease, transfer, pledge, hypothecate, or otherwise dispose of any component of any goods, system proposed in the Contract or any interest therein, or permit any of it to become a fixture or accession to other goods or property without the prior written consent of the District.

H.5 DISCLOSURE OF LITIGATION

The Contractor shall provide complete disclosure of any material civil or criminal litigation or indictment either threatened or pending involving the Contractor. The Contractor shall also disclose any material litigation threatened or pending for subcontractors, consultants, and/or lobbyists. For purposes of this section, material refers to any action or pending action that a reasonable person knowledgeable in the industry would consider relevant or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the industry and its operations. This is a continuing disclosure requirement; any litigation commencing after submission of a response to a solicitation or execution of a contract shall be disclosed in a written statement within fifteen (15) days of its occurrence. The Contractor shall be required to file with the District comprehensive monthly reports regarding all threatened or pending litigation involving the Contractor's District of Columbia operations and all threatened or pending litigation that may be considered material to the overall operations of the Contractor.

H.6 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.

H.7 BACKGROUND INVESTIGATIONS AND OTHER INTEGRITY REQUIREMENTS

- H.7.1 The District may initiate investigations into the backgrounds of any of the Contractor's officers, principals, investors, owners, employees, vendors, subcontractors, or subcontractors' officers, principals, owners, employees or vendors, or any other associates of the Contractor(s) it deems appropriate. Such background investigations may include the completion of certain documents, and fingerprint identification by appropriate law enforcement agencies.
- H.7.2 The Contractor agrees that, during the term of the Contract and any renewal thereof, it shall be obligated to provide such information about its officers, directors, employees and owners, as well as all information about its subcontractors' officers, directors, employees and owners, as the District may prescribe. The Contractor also agrees that the District may conduct background investigations of such persons.
- H.7.3 The District may also require that contractors (1) fully cooperate with official inquiries by responding to questions truthfully and under oath when required, whether orally or in writing, (2) provide documents and other information of official interest, and (3) attend integrity training.

H.8 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.9 ADVISORY AND ASSISTANCE SERVICES

This contract is a "non-personal services contract". The Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with

respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

SECTION I**CONTRACT CLAUSES****I.1 LAWS AND REGULATIONS INCORPORATED BY REFERENCE**

To the extent applicable, the provisions of the following acts, together with the provisions of applicable regulations made pursuant to said acts are hereby incorporated by reference into this contract; together with the laws and regulations of the District of Columbia:

- A. Contract Work Standards Act of August 13, 1962, also known as the Contract Work Hours and Safety Standards Act of 1962, 76 Stat. 357-360.
- B. Buy American Act, Act of March 3, 1983, c.212, Title III, 47 Stat. 1520, as amended.
- C. Walsh-Healy Public Contracts Act, Act of June 30, 1936, c.881, 49 Stat. 2036, as amended. (Applies only when contract is \$10,000 or more).
- D. Mayor's Order 85-85, dated June 10, 1985, as amended, entitled: "Compliance with Equal Opportunity Obligations in Contracts."
- E. Public Law 93-112, Rehabilitation Act of 1973, Section 504, as amended.
- F. Mayor's Order 83-265, dated November 9, 1983 entitled: Employment Agreement Goals and Objectives for all District of Columbia Projects."
- G. D.C. Law 5-93, dated May 9, 1984, the First Source Employment Agreement Act of 1984.
- H. Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 et seq. (PPWF Act).
- I. Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 et seq.
- J. Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152)
- K. 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.), as amended, ("Living Wage Act of 2006") which applies to all contracts for services in the amount \$100,000 or more in a 12-month period. The current living wage rate, the Living Wage Act Fact Sheet which includes exemption information, and the Living Wage Act Poster may be found at <http://does.dc.gov/service/wage-and-hour-compliance> or contact the Department of Employment Services at (202) 724-7000.

I.2 – I.15 RESERVED

I.16 NON-DISCLOSURE AGREEMENT

- A. The Contractor shall maintain as confidential, and shall not disclose to third parties without the District's prior written consent, any District information including, but not limited to, the District's business activities, practices, systems, conditions, products, services, public information and education plans and related materials, and game and marketing plans.
- B. 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.
- C. No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than District Government officials unless written approval is obtained in advance from the Contracting Officer.
- D. The District shall ensure that its personnel do not disclose to any non-District person or organization information concerning the process the Contractor uses to provide services under the awarded contract.

I.17 GOVERNMENT PROPERTY

Contractor use of Government property shall be governed by Chapter 41 of Title 27 of the D.C. Municipal Regulations.

I.18 – I.23 RESERVED**I.24 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS**

Any contract in excess of one million dollars (\$1,000,000) within a 12-month period shall not be binding or give rise to any claim or demand against the District unless first approved by the Council of the District of Columbia and signed by the Contracting Officer.

I.25 CONTRACTS THAT CROSS FISCAL YEARS

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

I.26 RESERVED**I.27 AMERICANS WITH DISABILITIES ACT OF 1990 (“ADA”)**

During the performance of the 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.

I.28 RESERVED

I.29 RESERVED**I.30 INSURANCE**

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under 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. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required liability policies shall include the Government of the District of Columbia as an additional insured and shall contain a waiver of subrogation.

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 Grantee and subcontractors. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

1. Commercial General Liability Insurance. 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; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for five (5) years following final acceptance of the work performed under this contract.
- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. **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 District of Columbia.
- F. **MEASURE OF PAYMENT.** The District 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
- G. **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 coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. 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 his insurance coverages renew during the contract.
- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia and mail to the attention of:
(See G.1.a)**

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.31 – I.33 RESERVED**I.34 FORCE MAJEURE**

Neither the Contractor nor the District shall be deemed in default or otherwise liable hereunder due to either party's inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial orders (which judicial orders are not the result of any act or omission to act which would constitute a default hereunder), or any failure or delay of any transportation, power or other essential thing required, or similar causes beyond the parties control.

I.35 GOVERNING LAW

This contract shall be governed by, and construed in accordance with, the laws of the District of Columbia, including, but not limited to, the District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq. and D.C. MUN. REGS. tit. 27.

I.36 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 (herein referenced as "Contract")
- (2) Contract Attachments
- (3) Contractor's DC Supply Schedule Contract

SECTION J

ATTACHMENTS

The following Attachments are hereby incorporated:

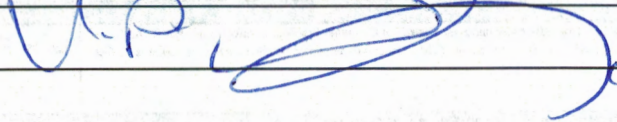
- J.1. Bidder/Offeror Certifications**
- J.2. Doing Business with Integrity**
- J.3. DC Supply Schedule (CW59303)**

BIDDER/OFFEROR CERTIFICATION FORM

COMPLETION			
The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.			
RESPONSES			
Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.			
GENERAL INSTRUCTIONS			
This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to Domestic Preferences (if applicable); and Section IV requires the bidder's/offeror's signature.			
SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATIONS			
<i>Instructions for Section I: Section I contains seven (7) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).</i>			
PART 1: BIDDER/OFFEROR INFORMATION			
Legal Business Entity Name: MVS, INC.		Solicitation #:CFOPD-19-D-025	
Address of the Principal Place of Business (street, city, state, zip code): 1020 19th Street NW, Suite 475 Washington, DC 20036		Telephone # and ext.: (202) 722-7981 ext. 151	Fax #: (202) 722-7982
Email Address: vdesai@mvsconsulting.com		Website: www.mvsconsulting.com	
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).			
Type:	Name:	EIN:	Status:
1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):			
<input checked="" type="checkbox"/> Corporation (including PC)		Date of Incorporation: 2/24/1997	
<input type="checkbox"/> Joint Venture		Date of Organization:	
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)		Date of Organization:	
<input type="checkbox"/> Nonprofit Organization		Date of Organization:	
<input type="checkbox"/> Partnership (including LLP, LP or General)		Date of Registration or Establishment:	
<input type="checkbox"/> Sole Proprietor		How many years in business?:	
<input type="checkbox"/> Other		Date established?:	
If "Other," please explain:			
1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.			
State _____ Country _____			
1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:			
(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or			
(b) Explain its exemption from the requirement.			
PART 2: INDIVIDUAL RESPONSIBILITY			
<i>Additional Instructions for Section I, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).</i>			
Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:			
2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.3 Been proposed for suspension or debarment?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(a) Any business-related activity; or			
(b) Any crime the underlying conduct of which was related to truthfulness?			
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 2.			
PART 3: BUSINESS RESPONSIBILITY			
Within the past five (5) years, has the bidder/offeror:			
3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

3.2 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.5 Been disqualified or proposed for disqualification on any government permit or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 3.	
PART 4: CERTIFICATES AND LICENSES	
Within the past five (5) years, has the bidder/offeror:	
4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	
PART 5: LEGAL PROCEEDINGS	
Within the past five (5) years, has the bidder/offeror:	
5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.	
PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION	
6.1 Within the past five (5) years, has the bidder/offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offeror had any liquidated damages assessed by a government entity over \$25,000?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offeror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the bidder/offeror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the bidder/offeror owes any outstanding debt to any state, federal or District of Columbia government.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the bidder/offeror been audited by any government entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	

PART 7: FREEDOM OF INFORMATION ACT (FOIA)	
7.1 Indicate whether the bidder/offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS	
<i>Instructions for Section II: Section II contains seven (7) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity and human rights requirements. Part 4 relates to First Source Act requirements. Part 5 relates to employment eligibility requirements. Part 6 relates to Language Access Act requirements. Part 7 relates to conflicts of interest.</i>	
PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT	
1.1 The bidder/offeror certifies that no officer or employee of the District of Columbia will benefit from this contract. List the name(s) of any officer or employee of the District of Columbia that may benefit from this contract in section 1.2 below.	
1.2 The following officer or employee of the District of Columbia may benefit from this contract.	
(a) _____	
(b) _____	
PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS	
The bidder/offeror certifies that:	
2.1 The signature of the bidder/offeror is considered to be a certification by the signatory that:	
(a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeror or competitor related to:	
(i) Those prices;	
(ii) The intention to submit a bid/proposal; or	
(iii) The methods or factors used to calculate the prices in the contract.	
(b) The prices in this contract have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid/proposal opening unless otherwise required by law; and	
(c) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.	
2.2 The signature on the bid/proposal is considered to be a certification by the signatory that the signatory:	
(a) Is the person in the bidder's/offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or	
(b) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:	
_____ <i>[Insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's/offeror's organization]</i>	
(i) As an authorized agent, certifies that the principals named in subparagraph 2.2(b) above have not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and	
(ii) As an agent, has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.	
2.3 If the bidder/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.	
PART 3: EQUAL OPPORTUNITY AND HUMAN RIGHTS OBLIGATIONS	
3.1 The bidder/offeror certifies that it is fully aware of the contents of Mayor's Order 85-85, Mayor's Order 2017-313, and the Office of Human Rights' regulations in Chapter 11 of title 4 of the DCMR, and agrees to comply with them while performing this contract.	
PART 4: FIRST SOURCE OBLIGATIONS	
4.1 The bidder/offeror certifies that it is fully aware of the requirements of the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 <i>et seq.</i> , and agrees to enter into a First Source Employment Agreement with the Department of Employment Services if awarded any contract valued at \$300,000 or more which receives funds or resources from the District, or funds or resources which, in accordance with a federal grant or otherwise, is administered by the District government.	
4.2 I certify that the Initial Employment Plan submitted with my bid or proposal is true and accurate.	
PART 5: EMPLOYMENT ELIGIBILITY OBLIGATIONS	
5.1 The bidder/offeror certifies that it has verified the identity and employment eligibility of all of its employees.	
PART 6: LANGUAGE ACCESS OBLIGATIONS	
6.1 For contracts where the contracting agency is a "covered entity" or "covered entity with major public contact" as defined in Sections 2(2) and 2(3) of the Language Access Act of 2004 (D.C. Official Code § 2-1931(2) and § 2-1931(3)), the bidder/offeror certifies that it will comply with Language Access compliance requirements of the contracting agency while performing this contract.	
PART 7: CONFLICTS OF INTEREST	
7.1 The bidder/offeror certifies that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under the contract.	
SECTION III. DOMESTIC PREFERENCE CERTIFICATIONS	
<i>Instructions for Section III: Section III contains three (3) parts which should only be completed only as applicable.</i>	
PART 1: BUY AMERICAN ACT COMPLIANCE (Applies if the bidder/offeror will provide goods to the District that are subject to the requirements of the Buy American Act)	
1.1 In accordance with 41 USC 8301 <i>et. seq.</i> and implementing regulations, the bidder/offeror certifies that each end product, except the end products listed below, is a domestic end product.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
_____ EXCLUDED END PRODUCTS	
_____ COUNTRY OF ORIGIN	
PART 2: FHWA BUY AMERICA ACT COMPLIANCE (Applies to FHWA-funded construction contracts)	
2.1 In accordance with 23 CFR 635.410(b), the bidder/offeror certifies that only steel or iron materials manufactured in the United States will be used for permanent incorporation on the project.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
PART 3: BUY AMERICAN ACT COMPLIANCE (Applies to locally-funded construction contracts)	
3.1 In accordance with 41 USC 8301 <i>et. seq.</i> and implementing regulations, the bidder/offeror certifies that only construction materials manufactured in the United States will be used on the project.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SECTION IV. CERTIFICATION	
<i>Instruction for Section IV: This section must be completed by all bidder/offerors.</i>	
I, [Vipin Desai], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate. In accordance with the requirements of section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02(c)), I shall update any response provided in this form within 60 days of a material change to a response and prior to the exercise of an option period.	

Name [Print and sign]: Vipin P. Desai		Telephone #: (202) 722-7981 ext. 151	Fax #: (202) 722-7982
Title: CEO		Email Address: vdesai@mvsconsulting.com	
Date: 03/20/2019	Contract No: CFOPD-19-D-025		
<i>The District of Columbia is authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than 180 days, or both, as prescribed in D.C. Official Code § 22-2405. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2404.</i>			

ATTACHMENT J.2



GOVERNMENT OF THE DISTRICT OF COLUMBIA OFFICE OF THE CHIEF FINANCIAL OFFICER

DOING BUSINESS WITH INTEGRITY

Introduction

You are receiving this because you are a contractor or a vendor who does repeated business with the Office of the Chief Financial Officer (OCFO), Government of the District of Columbia, or you are an organization or individual outside the OCFO with whom we frequently interact.

Our purpose is to advise you of the high expectation of integrity that we strive to bring to bear in all of our business relationships.

Environment of Trust

The Office of the Chief Financial Officer is committed to maintaining working relationships that are founded on fair and honest exchanges in all of our business interactions. Our employees are held to high standards of ethical behavior in the conduct of their official business.

We want to share these expectations of ethical business practices with you to ensure that our business relationships are conducted with the highest level of honesty and integrity.

OCFO Code of Conduct for Employees

The OCFO Code of Conduct imparts three fundamental values for employees:

- Employees should conduct themselves in such a manner as to maintain and enhance the integrity and professional reputation of the OCFO organization
- Employees should not use their position to secure unwarranted privileges, awards, or exemptions for themselves or others
- Employees should avoid real or perceived conflicts of interest between the employee's private interest and the employee's official duties.

For your reference, the OCFO Code of Conduct can be accessed electronically at www.cfo.dc.gov. Go to Information, click on Integrity and Oversight, then click on Integrity Documents to reach the Code of Conduct.

Confidentiality of Financial and Other Information

We expect our employees to maintain absolute confidentiality concerning all information that they obtain, observe, or create relating to the financial affairs of those we do business with. We vigorously investigate any compromise of confidentiality by employees or any attempts to improperly obtain such information by private parties or businesses.

Bribery and Conflict of Interest

In addition to our standards of conduct, there are certain criminal statutes in the federal criminal code relating to bribery and conflict of interest that apply not only to employees of the federal government, but also to employees of the District of Columbia.

- The offer of anything of value in expectation of specific performance by a government employee is a crime, and even the appearance of such activity should be avoided.
- Employees may not accept anything of value (other than their government salaries) for the performance of their duties. This is outlined below under Gratuities and Other Gift Rules.
- Our employees are required to report all offers of bribes and gratuities to us, and we ensure that these matters are investigated and addressed. Likewise, we encourage anyone who believes they may have been solicited for a bribe or gratuity by an OCFO employee to report the matter immediately, as indicated at the end of this document.
- We also expect our employees to avoid conflicts of interest or the appearance of conflicts of interest. A particularly sensitive issue for government employees is the offer of employment with a company doing business with the OCFO. At any point when a government employee is considering employment with a private company that has a business relationship with the government, that employee must discontinue work on any assignment involving that company or face the very real possibility of violating conflict of interest statutes. This could also jeopardize the company's eligibility to be awarded government contracts.
- Employees are also expressly forbidden from performing official duties in situations involving friends, relatives or persons or businesses with whom they, or their family members, have a financial relationship. At any point where such a relationship is discovered or develops, the employee must discontinue their involvement in the official matter. For the employee and the business entity to continue to conduct official business after such a conflict is evident, would be inappropriate and possibly illegal.

Gratuities

It is always gratifying to hear that our staff has provided exemplary service to those with whom we do business. Sometimes, however, the expression of appreciation is made in a form that is inappropriate for government employees to accept.

OCFO employees are prohibited by law from accepting money or other things of value as an appreciation for a job well done. Sometimes even the mere offer of something of value may violate bribery and gratuity statutes. A more appropriate expression of gratitude for the service rendered is a letter to the employee's supervisor. If you don't know who that is, you may simply send your letter to the Office of the Chief Financial Officer, and it will be routed to the proper official.

Other Gift Rules

Gifts of food and/or beverages, even during holiday seasons and other celebratory occasions, are not acceptable if the giver has a business relationship of any kind with the D.C. Government. Such offers, while well-intentioned, tend to give the impression of a special relationship between the giver and the government employee.

This rule does not apply to the offer and acceptance of an insignificant item, such as a soft drink, coffee, donuts and other modest items of food and refreshments when not offered as part of a meal. Additional information on gift rules and exceptions is contained in OCFO Code of Conduct, which can be accessed electronically at www.cfo.dc.gov. Go to Information, click on Integrity and Oversight, then click on Integrity Documents to reach the Code of Conduct.

Compliance with Contracting Rules and Regulations

Ensuring compliance with the provisions of contracts is an important expectation of government employees. Even so, we have seen examples where the rules were not followed, usually based on the "need to get the job done." Such behavior puts both the government employee and the contractor in jeopardy.

If modifications to existing contracts are necessary, they should be formally pursued in accordance with OCFO contracting rules and regulations. No work outside the specifications of a contract should be performed without an approved contract modification. Performing work outside of contract specifications or beyond authorized funding, could result in a default for the contractor and denial of payment for such work. In the more extreme cases, failure to comply with contracting regulations could be considered fraud and may be investigated as a criminal violation.

Reporting Misconduct, Fraud, Waste and Abuse

The OCFO has a zero tolerance policy for fraud and misconduct involving its employees and programs. Similarly, we do not tolerate attempts to corrupt our employees.

The Office of Integrity and Oversight is an independent entity of the OCFO with responsibility for protecting the integrity of the OCFO and preventing fraud and other misconduct in OCFO programs. OIO conducts investigations of alleged employee misconduct and works closely with federal and District law enforcement agencies in investigating criminal offenses affecting the integrity of the OCFO.

We all want the government's business to be conducted fairly, impartially, and with the highest degree of integrity. The best way to ensure this is to report any indication that illegal acts or administrative misconduct may have occurred. Here is how you can report such matters, by telephone, in person, mail, or electronically:

OCFO Office of Integrity and Oversight

1100 4th Street, S.W.; Suite 750-E
Washington, DC 20024
(202) 442-6433

In addition to receiving your report, investigators are available to discuss any questions or concerns you may have about the matter. Reporting can also be done electronically at the OCFO website: www.cfo.dc.gov. Under Information, click on the Integrity and Oversight link, and then click on Reporting Incidents and Concerns.

OCFO Confidential Hotline

In order to address any concern about reporting anonymously, the OCFO has contracted with an independent, third-party organization that provides a confidential hotline service. This hotline is available for reporting allegations of OCFO employee misconduct, and fraud, waste and abuse involving OCFO programs.

Reports can be made by telephone to this toll-free hotline, which is staffed 24 hours a day, at 1-877-252-8805, or it can be accessed at www.ocfo.ethicspoint.com.

District of Columbia Office of the Inspector General

Reports of fraud, waste and abuse may be reported to the Office of the Inspector General by telephone at 1-800-521-1639, or electronically at www.oig.dc.gov.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of Contracting and Procurement



MVS, Inc
1150 18th Street, NW Suite 325
Washington, D.C. 20036

Notice of Award

Re: Information Technology Services Equipment and
Software
Contract No. CW59303

Dear Mr. Vipin P.Desai:

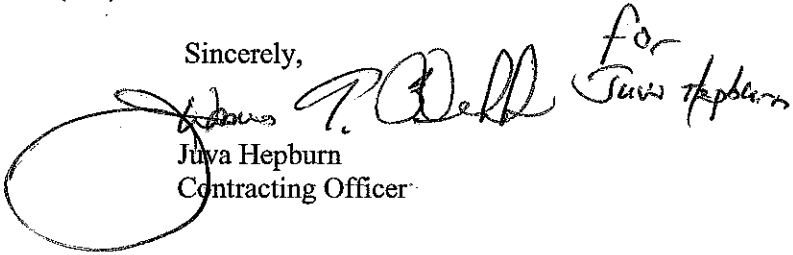
Congratulations! You have been awarded a District of Columbia Supply Schedule contract Information Technology Services Equipment and Software.

We look forward to working with you. As a business partner of the Office of Contracting and Procurement, you may identify your firm as a DCSS Schedule Contractor to all District Agencies. Your award, however, may not be used in any advertising as an expressed or implied endorsement by the District government of your products or services, or for any other purpose.

We would like to call your attention to Terms and Conditions, Paragraph 1, *Sales Discounts*, and Paragraph 2, *Quarterly Sales Report*. You are required to report all sales activity under this contract to the Office of Contracting and Procurement within 30 days after the end of each fiscal quarter, even if your firm did not have any recorded sales during the period. Please watch our website for clarification of this requirement.

Once again, congratulations. If you have any questions, please do not hesitate to contact Gomeje Legesse District of Columbia Supply Schedule Team Leader at (202) 727-8264.

Sincerely,


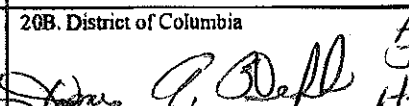
 for
Juva Hepburn
Contracting Officer

AWARD/CONTRACT		1. Caption - CBE Market		Page 1 of 25
		CBE Set-Aside		
2. Contract Number		3. Effective Date		4. Solicitation/Requisition/Purchase Request/Project No.
CW59303		See Block 20C.		DCSS-2006-R-920-00
5. Issued By:		Code	6. Administered by (If other than line 5)	
Office of Contracting and Procurement DC Supply Schedule Division 441- 4 th Street, NW, Suite 700 - South Washington, DC 20001				
8. Name and Address of Contractor (No. street, city, county, state and Zip Code)			8. Delivery	
MVS, Inc. 1150 18 th Street, NW Suite 325 Washington, D.C. 20036 Tel#: 202/722-7981			<input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (Delineated in each Task Order)	
			9. Discount for prompt payment Net 30 days	
			10. Submit invoices to the Address shown in (2 copies unless otherwise specified) Each Task Order/Delivery Order.	Item
DUNS		FEIN		
11. Ship to/Mark For		Code	12. Payment will be made by	
See Task Order/Delivery Order			As set forth within individual Task or Delivery Orders.	
13. Reserved for future use			14. Accounting and Appropriation Data ENCUMBRANCE CODE: See Task Order/Delivery Order	

15A. Item	15B. Supplies/Services	15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
920-00	Information Technology Services, Equipment and Software			See Price List Attachment A	
Term: 365 days from the date of award.					
The District's obligation is pursuant to the Minimum Order as set forth in the DCSS Terms and Conditions dated February 2010 & Standard Contract Provisions dated March 2010.					
Total Amount of Contract					NTE \$950,000.00-Basic Year

16. Table of Contents							
(X)	Section	Description	Page	(X)	Section	Description	Page
PART I - THE SCHEDULE							
X	1	Services or Suppliers and Prices	2	X	7	Confirmation and Agreement	25
X	2	Specifications/Work Statement	4				
X	3	Deliveries or Performance	15				
X	4	Contract Administration Data	17				
X	5	Order of Precedence/List of Attachments'	23				
X	6	Representations, Certifications and Other Statements of Applicants	24				

Contracting Officer will complete Item 17 or 18 as applicable

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DCSS-2006-R-920-00 including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and all terms and conditions thereto, (b) your offer, and (c) this award/contract. No further contractual document is necessary.	
19A. Mr. Vipin P. Desai CEO MVS, Inc.		20A. Name of Contracting Officer Juva J. Hephurn	
19B. 	19C. Date Signed 3/27/18	20B. District of Columbia 	20C. Date Signed 3/27/18

SECTION 1

SERVICES OR SUPPLIES AND PRICES

1.1 DESCRIPTION

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of District agencies shall award this contract to provide Information Technology Equipment and Software in support of District agencies.

1.2 CONTRACT TYPE

The District's award of this contract shall establish a District wide, multiple awards, Indefinite Delivery/Indefinite Quantity (ID/IQ) type contract. The contract will constitute a District of Columbia Supply Schedule.

This contract will allow District agencies to use this vehicle to acquire a wide variety of services or supplies. The work shall be accomplished in the manner and within the scope and time specified in an individual task Order (TO) for services or Delivery Order (DO) for supplies or equipment.

1.3 SELECTION OF FEDERAL MULTIPLE AWARD CONTRACT

The Contractor has adopted the price list of the following federal multiple award contract:

Federal Schedule No.: 70
Federal Schedule Contract No.: GS-35F-0143R
Federal Contract Name: Synnex Corporation

1.4 REQUIRED CBE INFORMATION

The Contractor's Certified Business Enterprise (CBE) Certification number is LSDZR82052072018

1.5 ORDERING LIMITATIONS AND INFORMATION

The services and supplies shall be provided only as authorized by the TO or DO issued in accordance with the Ordering Clause Procedures described in Section 4 of the DCSS Terms and Conditions. The total value of task orders shall be in compliance with the Ordering Limitations and Information Clause in Section 5 of the DCSS Terms & Conditions,

Except for any limitations on quantities or dollars set forth in the Ordering Limitations and Information Clause, there is no limit on the number of task orders that may be issued. The District may issue task orders for required services or products for multiple projects at multiple locations simultaneously.

1.6 PRICING

- a. Prices that are adopted from a federal contract to establish the DCSS contract shall become the item ceiling rates under the DCSS contract.
- b. Prices offered shall be no greater than the prices for the current contract period established under the adopted federal contract at the time of award.
- c. Any pricing for any option years offered to the District government beyond the last option period of the adopted federal contract shall be governed by the offer letter, Attachment A.
- d. The District guarantees the minimum order for each contract in the amount of \$10.00 for the base year and each of the four (4) option years, if exercised. The maximum contract ceiling for each year of the contract is \$950,000.00

SECTION 2

SPECIFICATION/WORK STATEMENT

1. SCOPE: INFORMATION TECHNOLOGY PRODUCTS

The Office of Contracting and Procurement of the District of Columbia Government, on behalf all District Government agencies hereby establishes a multiple award, Indefinite Delivery/Indefinite Quantity type contract (Schedule). The Contractor shall provide the following services or supplies.

2. TYPE OF PRODUCTS

Contractors shall provide the equipment, software and other products as listed below:

CLIN	DESCRIPTION – GSA Special Item Number (SIN)
0001	132-3 Rental or Lease of Information Technology Equipment
0002	132-8 Purchase of Equipment
0003	132-12 Maintenance of Equipment, Repair Service and/or Repair/Spare Parts
0004	132-32 Term Software License
0005	132-33 Perpetual Software License
0006	132-34 Maintenance of Software
0007	132-50 Training
0008	132-51 Professional Information Technology Services
0009	132-52 Electronic Commerce Services
0010	132-53 Wireless Services
0011	132-60 Authentication Products and Services

CLIN 0001 SPECIAL ITEM NO. 132-3 RENTAL OR LEASE OF IT EQUIPMENT

(FPDS Code W070)

CLIN 0002 SPECIAL ITEM NO. 132-8 PURCHASE OF EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

End User Computers/Desktop Computers

Professional Workstations

Servers

Laptop/Portable/Notebook Computers

Large Scale Computers

Optical and Imaging Systems

Other System Configuration Equipment Not Elsewhere Classified.

Provide specific information:

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Printers

Displays

Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and

Touch Screens

Network Equipment

Other Communications Equipment

Optical Recognition Input/Output Devices

Storage Devices, including Magnetic Storage, Magnetic Tape Storage and

Optical Disk Storage

Other Input/Output and Storage Devices Not Elsewhere Classified.

Provide specific information:

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT

ADP Support Equipment

FSC CLASS 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

Microcomputer Control Devices
Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS

ADP Boards

**FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES:
COMMUNICATIONS EQUIPMENT**

Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES

Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLIES AND HARNESSSES

Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL

Coaxial Cables

FSC CLASS 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT

Telephone Equipment
Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS

Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT

Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATIONS EQUIPMENT, EXCEPT AIRBORNE

Two-Way Radio Transmitters/Receivers/Antennas
Broadcast Band Radio Transmitters/Receivers/Antennas
Microwave Radio Equipment/Antennas and Waveguides
Satellite Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATIONS EQUIPMENT, AIRBORNE

Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE

Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE

Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE

Pagers and Public Address Systems (wired and wireless transmission,
Including background music systems)

FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE

Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATIONS EQUIPMENT

Miscellaneous Communications Equipment

Provide the following information, as applicable, for the products offered under Special Item Number 132-8:

Special Physical, Visual, Speech, and Hearing Aid Equipment. Provide specific information:

Used Equipment. Provide specific information:

Installation for equipment offered under SIN 132-8 (FPDS Code N070)

Deinstallation for equipment offered under SIN 132-8 (FPDS Code N070)

Reinstallation for equipment offered under SIN 132-8 (FPDS Code N070)

NOTE: INSTALLATION MUST BE INCIDENTAL TO, IN CONJUNCTION WITH AND IN DIRECT SUPPORT OF THE PRODUCTS SOLD UNDER SIN 132-8 OF THIS SCHEDULE AND CANNOT BE PURCHASED SEPARATELY. IF THE CONSTRUCTION, ALTERATION OR REPAIR IS SEGREGABLE AND EXCEEDS \$2,000, THEN THE REQUIREMENTS OF THE DAVIS-BACON ACT APPLY. IN APPLYING THE DAVIS-BACON ACT, ORDERING ACTIVITIES ARE REQUIRED TO INCORPORATE WAGE RATE DETERMINATIONS INTO ORDERS, AS APPLICABLE.

NOTE VENDORS OFFERING PURCHASE OF EQUIPMENT ARE REQUIRED TO PROVIDE MAINTENANCE SERVICE AND/OR REPAIR SERVICE AND REPAIR PARTS, IN ACCORDANCE WITH NORMAL INDUSTRY PRACTICES, FOR THE TYPE OF EQUIPMENT OFFERED, FOR THE SCOPE OF THE CONTRACT (i.e., AT A MINIMUM, THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA).

SPECIAL ITEM NO. 132-12 MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS

(FPDS Code for Maintenance and Repair Service - J070; FSC Class for Repair Parts/Spare Parts - See FSC Class for basic equipment)

Specify what is being offered:

Maintenance
Repair Service
Repair Parts/Spare Parts
Third Party Maintenance

SPECIAL ITEM NO. 132-32 TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers
Operating System Software
Application Software
Electronic Commerce (EC) Software
Utility Software
Communications Software
Core Financial Management Software
Ancillary Financial Systems Software
Special Physical, Visual, Speech, and Hearing Aid Software.

Provide specific information:

Microcomputers
Operating System Software
Application Software

Electronic Commerce (EC) Software

Utility Software
Communications Software
Core Financial Management Software
Ancillary Financial Systems Software

Special Physical, Visual, Speech, and Hearing Aid Software.

Provide specific information:

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency- sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SPECIAL ITEM NO. 132-33 PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Operating System Software
Application Software
Electronic Commerce (EC) Software
Utility Software
Communications Software
Core Financial Management Software
Ancillary Financial Systems Software
Special Physical, Visual, Speech, and Hearing Aid Software.

Provide specific information:

Microcomputers
Operating System Software
Application Software
Electronic Commerce (EC) Software
Utility Software
Communications Software
Core Financial Management Software

Ancillary Financial Systems Software
Special Physical, Visual, Speech, and Hearing Aid Software.

Provide specific information:

NOTE: Contractors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency- sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

NOTE: Contractors are encouraged to offer Special Item No. 132-34 Maintenance of Software in conjunction with Special Item Nos. 132-32 Term Software Licenses and/or 132-33 Perpetual Software Licenses.

SPECIAL ITEM NO. 132-34 MAINTENANCE OF SOFTWARE

SPECIAL ITEM NO. 132-50 TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)

SPECIAL ITEM NO. 132-51 INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

IT Facility Operation and Maintenance (FPDS CODE D301)

IT Systems Development Services (FPDS CODE D302)

IT Systems Analysis Services (FPDS Code D306)

Automated Information Systems Design and Integration Services (FPDS Code D307)

Programming Services (FPDS Code D308)

IT Backup and Security Services (FPDS Code D310)

IT Data Conversion Services (FPDS Code D311)

Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services (FPDS Code D313)

IT Network Management Services (FPDS Code D316)

Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (FPDS Code D317) (All other information

services belong under Schedule 76)

Other Information Technology Services, Not Elsewhere Classified (FPDS Code D399)

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

SPECIAL ITEM NO. 132-52 ELECTRONIC COMMERCE SERVICES

FPDS CODE D304 - ADP AND TELECOMMUNICATIONS TRANSMISSION SERVICES

Value Added Network Services (VANS)

E-Mail Services

Internet Access Services

Navigation Services

FPDS CODE D399 - OTHER DATA TRANSMISSION SERVICES, NOT ELSEWHERE CLASSIFIED (except "Voice" and Pager Transmission Services)

SPECIAL ITEM NO. 132-53 WIRELESS SERVICES_(FPDS CODE D304)

Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile.)

Paging Services

Cellular/PCS Voice Services

SPECIAL ITEM NUMBER (SIN) 132-60 AUTHENTICATION PRODUCTS AND SERVICES_(FPDS D399)

Authentication products and services provide for authentication of individuals for purposes of physical and logical access control, electronic signature, and performance of e-business

transactions and delivery of Government services. Authentication Products and Services consist of hardware, software components and supporting services that provide for identity assurance.

Digital Certificate Products and accompanying PKI Services for *external* users to conduct electronic transactions with Federal agency applications. This facilitates secure electronic access to government information and services using public key infrastructure/digital signature technology. Digital Certificate Products and Services provide the speed and immediacy of electronic transactions while protecting business-critical information from interception, tampering, and unauthorized access.

Signature Certificates

Encryption Certificates

Public Key Infrastructure (PKI) Professional Services to support implementation and integration for ordering activities applications

Hardware Tokens – An optional hardware token for generation of key pair and storage of the private key

Bundled Packages – This enables ordering entities the ability to procure total solution packages for authorized contractors that meet all the requirements of the program management office. This includes, but is not limited to reader, software, and hardware tokens.

X.509 Digital Certificate Products and accompanying PKI Services for *internal* use in District and Federal agencies and systems. This facilitates physical and electronic access to government facilities and networks by authorized personnel using public key infrastructure/digital signature technology that meets the U.S. Federal Public Key Infrastructure (PKI) Common Policy Framework, and is a key enabler of identity assurance within the Federal sector for access control protecting Federal networks and information systems from unauthorized access, interception, and tampering.

Personal Identity Verification Authentication Certificates

Smart Card Authentication Certificates

Digital Signature Certificates

Key Management (Encryption) Certificates

Public Key Infrastructure (PKI) Professional Services to support implementation and integration for ordering activities applications

Personal Identity Verification (PIV) Credentials and Services. This facilitates trusted physical and electronic access to government facilities and networks using smart card technology. PIV Credentials and Services is a key enabler of identity assurance for access control and protects Federal facilities and information systems from unauthorized access, interception, and tampering.

Identity Proofing, Registration, Enrollment, and Issuance Products

Identity Proofing Registration, Enrollment, and Issuance Services

Smart Cards

Smart Card Applets

Smart Card-associated Hardware

Smart Card-associated Middleware

Professional Services to support implementation and integration for ordering activities applications

NOTE: The following ARE EXCLUDED from this Information Technology Services, Equipment and Software Schedule:

- i. Radar Equipment (except airborne radar equipment).
- ii. Electrical Equipment - e.g., Uninterruptible Power Supplies, Computer Back-Up Power Systems, Surge Suppressers, Power Line Conditioners, Surge Absorbers, etc. may be offered under this solicitation only in conjunction with the IT equipment these devices support.
- iii. Training Courses for products which are outside the scope of this Schedule.
- iv. Diskettes, Disk Cartridges, Disk Packs, Tape Cartridges, Tapes, Optical Disks, toner cartridges, plotter pens, etc. may be offered only in conjunction with the hardware devices which utilize these supply items.
- v. Carrying cases, except one per portable CPU purchase.
- vi. Any products or services that are not "commercial" as defined in accordance with FAR 52.101.

SECTION 3

DELIVERY AND PERFORMANCE

3.1 TERM OF CONTRACT

The term of the contract shall be for a period of one year from date of award specified on the cover page of the contract.

3.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

The District may extend the term of this contract by exercising up to four (4), one-year, option periods. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

- a. The District may extend the term of this contract for a maximum of four (4), one-year option periods, or fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a 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 Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the contract.
- b. The contractor shall honor the pricing of the GSA Contract referenced in Section 1.3 for the base year and each of the four (4) one-year option periods.
- c. If the District exercises this option, the extended contract shall be considered to include this option provision. The prices for the option period shall be as specified in the contract.
- d. The District will not exercise an option or partial option if the Contractor is not in compliance with the tax filing and payment requirements of the District of Columbia tax laws, is not certified by the Department of Small and Local Business Development as a Certified Business Enterprise.

3.3 DELIVERABLES

The contractor shall submit all deliverables in writing according to the following schedules and as further required by individual task or delivery orders:

NIGP Code	DESCRIPTION OF DELIVERABLE	QUANTITY	DUE DATES	FORMAT/MEDIUM
920	Quarterly Sales Report	2 copies to DCSS Contracting Officer or designee	On or before the 30 th day after the preceding three (3) month fiscal quarter	Hard copy. See DCSS Terms & Conditions, Paragraph 2
920	Authorized Catalog or Schedule Price List or other Federal Award Price List	2 copies to each eligible D.C. Agency	Within 30 business days after award	See DCSS Terms & Conditions, Paragraph 26

Failure to submit these deliverables may be cause for termination of the contract or the District's decision not to exercise the option to extend its term.

3.4 MAXIMUM CONTRACT CEILING

- a. Pursuant to the District of Columbia Supply Schedule Terms and Conditions (February 2010), Attachment 1, Section 5, the District reserves the right to increase or decrease the maximum contract ceiling for this solicitation at any time via written modification. The maximum contract ceiling for each year for this schedule is \$10,000,000.00 (ten million dollars)
- b. Contracting Officers are encouraged to seek price reductions when orders may exceed ten percent (10%) of the maximum ceiling. The Contractor agrees to negotiate price reductions for any items when orders may exceed ten (10%) of the maximum ceiling.

3.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

The Contractor shall submit to the District as a deliverable a copy of reports that are required pursuant to section 20e of the DCSS Terms and Conditions concerning the 51% District Residents New Hires Requirements and the First Source Employment Agreement. If the Contractor does not submit the reports as a part of the deliverables, final payment to the Contractor may not be paid.

SECTION 4

CONTRACT ADMINISTRATION DATA

4.1 INVOICE PAYMENT

- (a) After the award of a Task or Delivery Order, the District will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in the contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in the contract awarded.
- (b) The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

4.2 INVOICE SUBMITTAL

- (a) The Contractor shall submit proper invoices on a monthly basis or as otherwise specified within the Task or Delivery Order. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Administrator (CA). The name, address, and telephone number of the appropriate CFO and CA will be provided to the Contractor under each task or delivery order.
- (b) To constitute a proper invoice, the Contractor shall submit the following information on the invoice;
 - Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
 - Contract number (Block No. 2) of the executed Solicitation, Application and Award Form (page 1), and delivery or task order and encumbrance (purchase order) number.
 - Assignment of an invoice number by the Contractor is required;
 - Description, price, quantity and the date(s) that the supplies/services were actually delivered or performed.
- (c) Other supporting documentation or information, as required by the Contracting Officer:
 - Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
 - Name, title, phone number of person preparing the invoice;
 - Name, title, phone number and mailing address of person to be notified in the event of a defective invoice; and
 - Authorized signature

4.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- (a) 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 subsection 20e of the DCSS Terms and Conditions.
- (b) No final payment shall be made to the Contractor until the CFO has received the Contracting Officer'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.

4.4 ASSIGNMENTS

- (a) In accordance with 27 DCMR 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- (b) Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- (c) Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated N/A
make payment of this invoice to N/A
(name and address of assignee).

4.5 CONTRACTING OFFICER (CO)

Contracts shall be entered into and signed on behalf of the District only by Contracting Officers. The address and telephone number of the Contracting Officer for this application is:

Juva J. Hepburn
Contracting Officer
Office of Contracting and Procurement
441 4th St. NW Suite 700S
Washington, DC 20001
Telephone: (202) 724-3938

4.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

The Contracting Officer is the only person authorized to approve changes in any of the requirements of the contract resulting from the application.

The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of the contract, unless issued in writing and signed by the Contracting Officer.

In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority, and no adjustment will be made in the contract price to cover any price increase incurred as a result thereof.

4.7 CONTRACT ADMINISTRATOR (CA)

The CA shall be:

Sonia A. Neblett
Contract Specialist
Office of Contracting and Procurement
441 4th Street, NW - Suite 700 South
Washington, DC 20001

The agency CA for this contract will be determined at the time of issuance of task or delivery order. The CA is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The agency CA for this contract will be determined at the time of issuance of task or delivery orders.

4.8 QUICK PAYMENT ACT

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 1.5% 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:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

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.

4.8.1 Payments to Subcontractors

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

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

4.8.2 The Contractor must pay any subcontractor or supplier 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 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:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

4.8.3 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.

4.8.4 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 of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

4.8.5 FLOW DOWN REQUIREMENT FOR SUBCONTRACTS

4.8.5.1 The Contractor shall include in each subcontract a provision that requires the subcontractor to include in its contract with any subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of DC Official Code § 2-221.02 (d).

4.9 WAY TO WORK AMENDMENT ACT OF 2006

- 4.9.1 Except as described in 6.9.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 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.
- 4.9.2 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.
- 4.9.3 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.
- 4.9.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- 4.9.5 The Contractor shall provide a copy of the Fact Sheet attached as Attachment F to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as Attachment E 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.
- 4.9.6 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.
- 4.9.7 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.*
- 4.9.8 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 eminent 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 Safety Net Administration or the Medicaid Assistance Administration to provide health services.

4.9.9 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.

SECTION 5

ORDER OF PRECEDENCE AND ATTACHMENTS

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 in the following order of precedence:

1. Contract Number: CW59303
2. District of Columbia Supply Schedule Terms and Conditions, February 2010.
3. Standard Contract Provisions for Use with District of Columbia, July 2010

ATTACHMENTS

The following documents are incorporated into the contract

1. DCSS Supplier's Price Schedule with Pricing Letter-Attachment A
2. Wage Determination 2015-4281 Rev. No.9 Dated 01/10/2018

The following list of attachments are incorporated into the contract by reference

1. Living Wage Act of 2006, effective January 1 2018
2. Living Wage Act Fact Sheet, effective January 1, 2018

SECTION 6

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF APPLICANTS

6.1 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 Contractor: (list names, titles, and telephone numbers of the authorized negotiators).

Names: Vipin P. Desai
Titles: CEO
Telephone: 202-722-7981

6.5 WALSH-HEALEY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C.40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. 214).

SECTION 7

CONFIRMATION AND AGREEMENT

7.1 The Contractor agrees to comply with all terms and conditions set forth herein.

Attachment A

Pricing Schedule

MVS Inc.



ATTACHMENT A

3/8/2018

Juva J. Hepburn
Contracting Officer
Office of Contracting and Procurement
DC Supply Schedule
441 – 4th Street N.W., Suite 700 South
Washington, D.C. 20001

RE: DCSS Solicitation No. **DCSS-2006-R-920-00**
Caption: **Information Technology Equipment and Software**

Dear Ms. Hepburn:

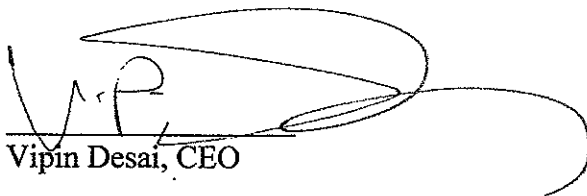
MVS, Inc. agrees to the pricing submitted with its District of Columbia Supply Schedule (DCSS) application to provide **Information Technology Equipment and Software** based on GSA Federal Supply Schedule Services contract number (**GS-35F-428GA**).

These prices apply to the base year and each of the four (4) option years under the proposed DCSS contract.

Please feel free to call me if you have any questions, I can be reached on (202) 722-7981 x151.

Thanking you in advance for your co-operation and your consideration on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Vipin Desai', is written over a horizontal line. The signature is stylized and includes a large, sweeping flourish that extends to the right.

Vipin Desai, CEO



PROVIDING IT SOLUTIONS TO FEDERAL, STATE LOCAL GOVERNMENT

ATTACHMENT A										
Item No.	Item Type	Description	Base Year Unit Price	Unit Price Currency	NIGP Code	Option Year 1	Option Year 2*	Option Year 3*	Option Year 4*	
1	Services	Computer Operations Center Specialist	\$124.06	USA	920	\$125.92	\$127.80	\$129.72	\$131.67	
2	Services	Computer Systems Analyst	\$75.09	USA	920	\$76.22	\$77.36	\$78.52	\$79.70	
3	Services	Help Desk Specialist	\$56.57	USA	920	\$57.42	\$58.28	\$59.15	\$60.04	
4	Services	IT Subject Matter Expert	\$154.05	USA	920	\$156.36	\$158.71	\$161.09	\$163.50	
5	Services	IT Technician Level 1	\$54.58	USA	920	\$55.40	\$56.23	\$57.07	\$57.93	
6	Services	IT Technician Level 2	\$74.43	USA	920	\$75.55	\$76.68	\$77.83	\$79.00	
7	Services	IT Technician Level 3	\$94.28	USA	920	\$95.69	\$97.13	\$98.59	\$100.07	
8	Services	Network Operations Engineer	\$97.94	USA	920	\$99.41	\$100.90	\$102.41	\$103.95	
9	Services	Project Manager	\$173.68	USA	920	\$176.29	\$178.93	\$181.61	\$184.34	
10	Services	Senior Computer Programmer	\$148.87	USA	920	\$151.10	\$153.37	\$155.67	\$158.01	
11	Services	Senior Database Management Specialist	\$94.28	USA	920	\$95.69	\$97.13	\$98.59	\$100.07	
12	Services	Senior Information Technology Archite	\$154.05	USA	920	\$156.36	\$158.71	\$161.09	\$163.50	
13	Services	Senior Network Administrator	\$94.27	USA	920	\$95.68	\$97.12	\$98.58	\$100.05	
14	Services	Senior Network Engineer	\$153.83	USA	920	\$156.14	\$158.48	\$160.86	\$163.27	
15	Services	Senior IT Subject Matter Expert	\$227.77	USA	920	\$231.19	\$234.65	\$238.17	\$241.75	
16	Services	Senior Systems Analyst	\$105.20	USA	920	\$106.78	\$108.38	\$110.01	\$111.66	
17	Services	Senior Systems Engineer	\$75.09	USA	920	\$76.22	\$77.36	\$78.52	\$79.70	

In addition to the items listed above, MVS, Inc. hereby adopts the entire mentioned GSA schedule GS-35F-428GA for a full price list; please refer to GSA schedule GS-35F-428GA.

Attachment B

Wage Determination

MVS Inc.

WD 15-4281 (Rev.-9) was first posted on www.wdol.gov on 01/16/2018

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-4281
Revision No.: 9
Date Of Revision: 01/10/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Prince George's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.06
01012 - Accounting Clerk II		20.28
01013 - Accounting Clerk III		22.68
01020 - Administrative Assistant		31.98
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		14.94
01042 - Customer Service Representative II		16.81
01043 - Customer Service Representative III		18.33
01051 - Data Entry Operator I		14.88
01052 - Data Entry Operator II		16.23
01060 - Dispatcher, Motor Vehicle		19.28
01070 - Document Preparation Clerk		16.17
01090 - Duplicating Machine Operator		16.17
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		16.18
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		25.24
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07

01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	17.24
01410 - Supply Technician	31.98
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	15.07
01531 - Travel Clerk I	14.80
01532 - Travel Clerk II	15.91
01533 - Travel Clerk III	17.08
01611 - Word Processor I	16.56
01612 - Word Processor II	18.59
01613 - Word Processor III	20.79
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.60
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.14
07041 - Cook I	15.15
07042 - Cook II	17.61
07070 - Dishwasher	10.72
07130 - Food Service Worker	11.01
07210 - Meat Cutter	20.10
07260 - Waiter/Waitress	10.67
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	12.66
11090 - Gardener	18.52
11122 - Housekeeping Aide	12.66
11150 - Janitor	12.66
11210 - Laborer, Grounds Maintenance	13.82
11240 - Maid or Houseman	12.22
11260 - Pruner	12.25
11270 - Tractor Operator	16.94
11330 - Trail Maintenance Worker	13.82
11360 - Window Cleaner	14.28
12000 - Health Occupations	
12010 - Ambulance Driver	22.31
12011 - Breath Alcohol Technician	21.35
12012 - Certified Occupational Therapist Assistant	27.96
12015 - Certified Physical Therapist Assistant	25.93

12020 - Dental Assistant	19.78
12025 - Dental Hygienist	45.00
12030 - EKG Technician	33.48
12035 - Electroneurodiagnostic Technologist	33.48
12040 - Emergency Medical Technician	22.31
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	17.17
12130 - Medical Laboratory Technician	18.98
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.50
12210 - Nuclear Medicine Technologist	39.16
12221 - Nursing Assistant I	11.74
12222 - Nursing Assistant II	13.19
12223 - Nursing Assistant III	14.40
12224 - Nursing Assistant IV	16.16
12235 - Optical Dispenser	20.67
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	17.93
12305 - Radiologic Technologist	33.85
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	25.90
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.37
13012 - Exhibits Specialist II	26.46
13013 - Exhibits Specialist III	32.37
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	37.95
13050 - Library Aide/Clerk	16.35
13054 - Library Information Technology Systems Administrator	34.26
13058 - Library Technician	20.89
13061 - Media Specialist I	22.66
13062 - Media Specialist II	25.36
13063 - Media Specialist III	28.27
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13090 - Technical Order Library Clerk	20.54
13110 - Video Teleconference Technician	23.38
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
14170 - System Support Specialist		37.87
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		36.80
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		30.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.72
15086 - Maintenance Test Pilot, Rotary Wing		48.72
15088 - Non-Maintenance Test/Co-Pilot		48.72
15090 - Technical Instructor		28.79
15095 - Technical Instructor/Course Developer		35.22
15110 - Test Proctor		23.24
15120 - Tutor		23.24
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.41
16030 - Counter Attendant		11.41
16040 - Dry Cleaner		14.66
16070 - Finisher, Flatwork, Machine		11.41
16090 - Presser, Hand		11.41
16110 - Presser, Machine, Drycleaning		11.41
16130 - Presser, Machine, Shirts		11.41
16160 - Presser, Machine, Wearing Apparel, Laundry		11.41
16190 - Sewing Machine Operator		15.71
16220 - Tailor		16.64
16250 - Washer, Machine		12.51
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		24.71
19040 - Tool And Die Maker		28.29
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.11
21030 - Material Coordinator		25.24
21040 - Material Expediter		25.24
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.11
21110 - Shipping Packer		17.65
21130 - Shipping/Receiving Clerk		17.65
21140 - Store Worker I		12.49
21150 - Stock Clerk		17.98
21210 - Tools And Parts Attendant		18.11
21410 - Warehouse Specialist		18.11
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		32.92
23019 - Aircraft Logs and Records Technician		23.91
23021 - Aircraft Mechanic I		31.25
23022 - Aircraft Mechanic II		32.92
23023 - Aircraft Mechanic III		34.52
23040 - Aircraft Mechanic Helper		21.22
23050 - Aircraft, Painter		29.92
23060 - Aircraft Servicer		23.91
23070 - Aircraft Survival Flight Equipment Technician		29.92

23080 - Aircraft Worker	25.42
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.42
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	31.25
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	31.48
23130 - Carpenter, Maintenance	22.45
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	30.17
23182 - Electronics Technician Maintenance II	32.03
23183 - Electronics Technician Maintenance III	33.75
23260 - Fabric Worker	22.55
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	20.77
23311 - Fuel Distribution System Mechanic	27.60
23312 - Fuel Distribution System Operator	23.45
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	31.25
23381 - Ground Support Equipment Servicer	23.91
23382 - Ground Support Equipment Worker	25.42
23391 - Gunsmith I	20.77
23392 - Gunsmith II	24.15
23393 - Gunsmith III	27.00
23410 - Heating, Ventilation And Air-Conditioning Mechanic	28.33
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	29.84
23430 - Heavy Equipment Mechanic	26.13
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	27.34
23465 - Laboratory/Shelter Mechanic	25.64
23470 - Laborer	14.98
23510 - Locksmith	23.54
23530 - Machinery Maintenance Mechanic	27.44
23550 - Machinist, Maintenance	26.10
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	27.34
23592 - Metrology Technician II	28.79
23593 - Metrology Technician III	30.19
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	26.55
23810 - Plumber, Maintenance	25.21
23820 - Pneudraulic Systems Mechanic	27.00
23850 - Rigger	27.72
23870 - Scale Mechanic	24.15
23890 - Sheet-Metal Worker, Maintenance	24.81
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	32.28
23960 - Welder, Combination, Maintenance	24.34
23965 - Well Driller	22.91
23970 - Woodcraft Worker	27.00
23980 - Woodworker	20.77
24000 - Personal Needs Occupations	
24550 - Case Manager	19.40

24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	11.57
24620 - Family Readiness And Support Services Coordinator	19.40
24630 - Homemaker	19.40
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	33.03
25040 - Sewage Plant Operator	24.67
25070 - Stationary Engineer	33.03
25190 - Ventilation Equipment Tender	23.58
25210 - Water Treatment Plant Operator	24.67
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.09
27007 - Baggage Inspector	15.38
27008 - Corrections Officer	25.08
27010 - Court Security Officer	26.37
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	25.08
27070 - Firefighter	28.10
27101 - Guard I	15.38
27102 - Guard II	20.57
27131 - Police Officer I	29.70
27132 - Police Officer II	33.00
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	15.74
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	17.62
28510 - Recreation Aide/Health Facility Attendant	12.85
28515 - Recreation Specialist	21.82
28630 - Sports Official	14.03
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.98
29020 - Hatch Tender	27.98
29030 - Line Handler	27.98
29041 - Stevedore I	25.78
29042 - Stevedore II	29.33
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.44
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.58
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.47
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30051 - Cryogenic Technician I	24.89
30052 - Cryogenic Technician II	27.49
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61

30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30095 - Evidence Control Specialist	22.47
30210 - Laboratory Technician	24.41
30221 - Latent Fingerprint Technician I	33.09
30222 - Latent Fingerprint Technician II	36.55
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	27.49
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	27.49
30461 - Technical Writer I	25.75
30462 - Technical Writer II	31.51
30463 - Technical Writer III	38.12
30491 - Unexploded Ordnance (UXO) Technician I	26.34
30492 - Unexploded Ordnance (UXO) Technician II	31.87
30493 - Unexploded Ordnance (UXO) Technician III	38.20
30494 - Unexploded (UXO) Safety Escort	26.34
30495 - Unexploded (UXO) Sweep Personnel	26.34
30501 - Weather Forecaster I	26.93
30502 - Weather Forecaster II	32.75
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.19
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.87
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	15.38
31260 - Parking and Lot Attendant	11.06
31290 - Shuttle Bus Driver	16.83
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	16.83
31362 - Truckdriver, Medium	18.28
31363 - Truckdriver, Heavy	20.54
31364 - Truckdriver, Tractor-Trailer	20.54
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.54
99030 - Cashier	10.51
99050 - Desk Clerk	12.92
99095 - Embalmer	27.90
99130 - Flight Follower	26.34
99251 - Laboratory Animal Caretaker I	13.24
99252 - Laboratory Animal Caretaker II	14.47
99260 - Marketing Analyst	33.51
99310 - Mortician	34.10
99410 - Pest Controller	18.70
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	19.20
99711 - Recycling Specialist	23.54
99730 - Refuse Collector	17.01
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	16.25
99830 - Survey Party Chief	25.06
99831 - Surveying Aide	15.57
99832 - Surveying Technician	23.81
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67

99842 - Vending Machine Repairer Helper

15.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer

occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

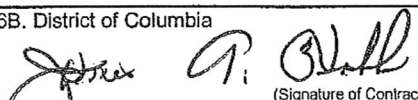
4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number CW59303	Page of Pages 1 1
2. Amendment/Modification Number M0002	3. Effective Date 03/29/19	4. Requisition/Purchase Request No.	5. Solicitation Caption Information Technology Services, Equipment and Software	
6. Issued by: Office of Contracting and Procurement 441 4 th Street, NW, Suite 700 South Washington, DC 20001		Code	7. Administered by (If other than line 6) Office of Contracting and Procurement 441 4 th Street, NW, Suite 700 South Washington, DC 20001	
8. Name and Address of Contractor (No. street, city, county, state and zip code) MVS, Inc. 1150 18th Street, NW Suite 325 Washington, D.C. 20036 Tel#: 202/722-7981			9A. Amendment of Solicitation No.	
Code		Facility	9B. Dated (See Item 11)	
			10A. Modification of Contract/Order No. CW59303	
			10B. Dated (See Item 13) 03/29/18	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTORS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
	A. This change order is issued pursuant to (Specify Authority): The changes set forth in Item 14 are made in the contract/order no. in item 10A.			
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR,.			
X	C. This supplemental agreement is entered into pursuant to authority of: 27 DCMR, Chapter 36, Section 3601.2			
	D. Other (Specify type of modification and authority) 27 DCMR, Chapter 2008			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return one copy to the issuing office.				
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)				
A. Pursuant to section 1.9, Option to Extend the Term of the Contract, Contract Number CW59303 , the contract is modified as follows: The District of Columbia Office of Contracting and Procurement hereby exercises its option to extend the term of the contract for the period of March 29, 2019 through March 28, 2020 (Option Year 1) . The maximum contract amount is \$950,000.00				
B. The contractor is bound by Wage Determination No. 2015-4281, rev. 12 , dated 12/26/ 2018 , issued by the Department of Labor.				
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer		
		James Webb		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed	
(Signature of person authorized to sign)		 (Signature of Contracting Officer)	3.7.19	