

GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER		PAGE 1 of 10	
2. TASK ORDER AGREEMENT NO. CW102954		3. Award/Effective Date See Block 16c.		4. CONTRACT NUMBER DCSS-2007-D-920-110S		5. SOLICITATION NUMBER DOC623201	
7. FOR SOLICITATION INFORMATION CONTACT Email: ivan.thomas1@dc.gov		A. NAME Ivan Thomas		B. TELEPHONE (No Collect Calls) (202) 548-3810		8. OFFER DUE DATE: 10/10/2022	
9. ISSUED BY Office of Contracting and Procurement Information Technology Group 441 4 TH Street, N.W., Suite 330 South Washington, D.C. 20001			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 SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> N/A		12. PAYMENT DISCOUNT TERMS Net 30 days
					<input type="checkbox"/> 13. RESERVED		
					14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFTOP <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> 2-STEP		
5. CONTRACTOR / OFFEROR MVS Inc. 1020 19 th Street N.W., Ste #505 Washington, D.C. 20036			16. PAYMENT WILL BE MADE BY CODE Office of the Chief Technology Officer/Accounts Payable 200 I Street, S.E., Washington, D.C. 20003 www.vendorportal.dc.gov				
15A DUNS NO. 15B TAX ID NO.			18. ADMINISTERED BY Office of the Chief Technology Officer 200 I Street, S.E., 5th Floor Washington, D.C. 20003				
17. DELIVER TO Office of the Chief Technology Officer Attn: Lyndon A. Joseph 200 I Street, S.E., 5th Floor Washington, D.C. 20003				18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN THE OFFER <input type="checkbox"/>			
				18B. SUBMIT INVOICES TO THE ADDRESS SHOWN IN BLOCK 16 UNLESS THE BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES			21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001 through 0022	SolarWinds Annual Maintenance			1	Lot	-----	\$254,806.34
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.				26. TOTAL AWARD (FOR GOVT. USE ONLY) \$254,806.34			
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. THE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE DC SUPPLY SCHEDULE CONTRACT, FEDERAL SUPPLY SCHEDULE CONTRACT OR COOPERATIVE AGREEMENT IDENTIFIED IN BLOCK 4.				28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: (1) CONTRACTOR'S Technical proposal THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE DC SUPPLY SCHEDULE CONTRACT, FEDERAL SUPPLY SCHEDULE CONTRACT OR COOPERATIVE AGREEMENT IDENTIFIED IN BLOCK 4.			
29A. SIGNATURE OF OFFEROR /CONTRACTOR Sekhar Mylavarapu <small>Digitally signed by Sekhar Mylavarapu DN: cn=Sekhar Mylavarapu, o=MVS Inc, ou, email=csekhar@mvsconsulting.com, c=US Date: 2022.10.12 16:14:16 -0400</small>				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) Brenda Allen			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Sekhar Mylavarapu Vice President		29C. DATE SIGNED 10/12/22		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Brenda Allen Contracting Officer		30C DATE SIGNED 10/12/2022	

1. SERVICES REQUIRED

The Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (OCTO) seeks a Contractor to provide maintenance renewal for the deployed SolarWinds monitoring tool with relevant software licenses.

2. CONTRACT NUMBER

DCSS-2007-D-920-110S

3. TASK ORDER NUMBER

CW102954

4. TERM OF CONTRACT

The period of performance shall be one year from the date of Award.

4.1 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

4.3 The price for the option period(s) shall be as specified in Section B of the contract. The total duration of this contract, including the exercise of any options under this clause, shall not exceed **two** years.

5. CONTRACTING OFFICER (CO)

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

Brenda Allen, Supervisory, Contract Specialist
Office of Contracting and Procurement
Office of the Chief Technology Officer
The District of Columbia Government
Cell: (202) 251-2780
Email: brenda.allen@dc.gov

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

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

5.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and with no adjustment.

6. CONTRACT ADMINISTRATOR (CA)

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

Lyndon A. Joseph
Office of the Chief Technology Officer (OCTO)
200 I Street SE, Fifth Floor
Desk: 202-727-5316
lyndon.joseph@dc.gov

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

6.2 Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

7. INVOICE PAYMENT

The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances, or adjustments provided for in this contract.

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

8. INVOICE SUBMITTAL

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

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

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

9. INSURANCE

A. GENERAL REQUIREMENTS:

The Contractor, at its sole expense, shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall 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- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor

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and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

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

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

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

The contractor/vendor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

OCP should collect, review for accuracy and maintain all warranties for goods and services.

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2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with a minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of the Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by the Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance, or reinsurance maintained by the District, and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

- 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 ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction-related contracts.
- 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.** Contractors and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the 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 its 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. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

Ivan Thomas/Office of Contract and Procurement
200 I Street S.E. D.C. 20003
202.548.3810
Ivan.Thomas1@dc.gov

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

- 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.
- J. CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

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

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

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

11. ATTACHMENTS

11.1 Attachment A – Statement of Work

11.2 Attachment B - Price Schedule

ATTACHMENT A

A.1 SCOPE:

The Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (OCTO) seeks a Contractor to provide maintenance renewal for the deployed SolarWinds monitoring tool with relevant software licenses.

A.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:
None

A.3 DEFINITIONS

These terms, when used in this RFTOP, have the following meanings: **None**

A.4 BACKGROUND

The OCTO NOC Team (Network Monitoring Services) is the DC Government's primary division that provides 24x7x365 monitoring of all districtwide agency networks. Monitoring is done via multiple software tools and each analyst workstation/laptop is equipped with resource intensive monitoring tools to monitor the network devices, applications, servers and the government's virtual cloud enterprise. Solarwinds allow the NOC to monitor and determine in real-time the status and health of network devices on premise and cloud-based critical servers, applications and services used by all District agencies. These tools afford a quicker (proactive) response and troubleshooting of user, server, network and application based incidents, thereby ensuring the continued operation of all DC Government services

A.5 REQUIREMENTS

A.5.1 The Contractor shall provide software upgrade support supplied by the manufacturer.

A.5.2 The Contractor shall provide first level problem determination for all software problems and failures. The Contractor shall assist with routine maintenance and provide technical support services in support of OCTO's SolarWinds software products.

A.5.3 The Contractor shall provide maintenance renewal of the SolarWinds products (licenses/modules) that includes the following:

Item No.	P/N	Description	Qty
1	81792	SolarWinds Storage Resource Monitor SRM3000 (up to 3000 disks)-Annual Maintenance Renewal SolarWinds - 81792 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	2
2	81034	SolarWinds Database Performance Analyzer per Oracle EE, DB2, or ASE instance (10 to 19 licenses)-Annual Maintenance Renewal SolarWinds - 81034 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	15

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3	82622	SolarWinds Virtualization Manager VM800 (up to 800 sockets)-Annual Maintenance Renewal SolarWinds - 82622 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	1
4	82576	SolarWinds Web Performance Monitor WPMX (unlimited [recordings x locations], standard playback rate)-Annual Maintenance Renewal SolarWinds - 82576 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	1
5	81748	SolarWinds Engineer's Toolset Per Seat License-Annual Maintenance Renewal SolarWinds - 81748 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	8
6	82450	SolarWinds Security Event Manager SEM250 (up to 250 nodes)-Annual Maintenance Renewal SolarWinds - 82450 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	1
7	82587	SolarWinds User Device Tracker UTX (unlimited ports per server)-Annual Maintenance Renewal SolarWinds - 82587 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	1
8	82332	SolarWinds VoIP and Network Quality Manager IP SLA X, IP Phone X (unlimited IP SLA source devices, unlimited IP phones)-Annual Maintenance Renewal SolarWinds - 82332 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	1

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9	82382	SolarWinds Server & Application Monitor ALX (unlimited monitors-Standard Polling Throughput)-Annual Maintenance Renewal SolarWinds - 82382 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	1
10	82725	SolarWinds Patch Manager PM4000 (up to 4000 nodes)-Annual Maintenance Renewal SolarWinds - 82725 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	1
11	81072	SolarWinds Database Performance Analyzer per SQL Server, MySQL, Oracle SE, or PostgreSQL Instance (30 to 49 licenses)-Annual Maintenance Renewal SolarWinds - 81072 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	40
12	82868	SolarWinds Web Help Desk Per Technician License (41 to 50 named users)-Annual Maintenance Renewal SolarWinds - 82868 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	50
13	81034	SolarWinds Database Performance Analyzer per Oracle EE, DB2, or ASE instance (10 to 19 licenses)-Annual Maintenance Renewal SolarWinds - 81034 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	15
14	81990	SolarWinds Network Topology Mapper-Annual Maintenance Renewal SolarWinds - 81990 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	1

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15	81072	SolarWinds Database Performance Analyzer per SQL Server, MySQL, Oracle SE, or PostgreSQL Instance (30 to 49 licenses)- Annual Maintenance Renewal SolarWinds - 81072 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	40
16	82369	SolarWinds NetFlow Traffic Analyzer Module for SolarWinds Network Performance Monitor SLX-Annual Maintenance Renewal SolarWinds - 82369 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	2
17	82361	SolarWinds Network Performance Monitor SLX (unlimited elements-Standard Polling Throughput)-Annual Maintenance Renewal SolarWinds - 82361 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	3
18	82341	SolarWinds IP Address Manager IPX (unlimited IPs)-Annual Maintenance Renewal SolarWinds - 82341 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	2
19	82353	SolarWinds Network Configuration Manager DLX (unlimited nodes)-Annual Maintenance Renewal SolarWinds - 82353 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	2
20	82324	SolarWinds High Availability for SolarWinds Orion-Annual Maintenance Renewal SolarWinds - 82324 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	10

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21	82391	SolarWinds Additional Polling Engine for SolarWinds Unlimited Licenses (Standard Polling Throughput)-Annual Maintenance Renewal SolarWinds - 82391 Start Date: 10/25/2022 End Date: 10/25/2023 Serial #: SW2148832	1
22	82391	SolarWinds Additional Polling Engine for SolarWinds Unlimited Licenses (Standard Polling Throughput)-Annual Maintenance Renewal SolarWinds - 82391 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	12

A.5.4 The Contractor shall provide a toll-free phone number for logging in new support case and working on it immediately and timeframe for support response time is within 4 hours.

A.6 Deliverables

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the CA identified in section G.9 in accordance with the following:

Line	Deliverable	Qty	Format/Method of Delivery	Date
1	Toll-Free number (C.5.2)	1	Email to the CA	Within one day from date of award
2	License keys	1	Email all products license keys listed in C.5.3 to CA	10/14/2022

The Contractor shall ensure that any physical maintenance support materials to include manuals and key fobs are delivered to the following address:

The Government of the District of Columbia
Office of The Chief Technology Officer
Network Operations Center
OCTO, 200 I Street, SE,
Washington DC 20032

Attn: Lyndon A. Joseph
Phone No: 202-727-5316
Email: lyndon.joseph@dc.gov

ATTACHMENT B: PRICE SCHEDULE: FIRM FIXED PRICE

B.1 The Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (OCTO) seeks a Contractor to provide maintenance renewal for the deployed SolarWinds monitoring tool with relevant software licenses.

B.2 The District contemplates the award of a firm fixed price contract.

B.3 PRICE SCHEDULE:

B.3.1 Base Year- October 1, 2022 – September 30, 2023

Contract Line-Item No. (CLIN)	Description	QTY	Unit Price	Extended Price
0001	SolarWinds Storage Resource Monitor SRM3000 (up to 3000 disks)- Annual Maintenance Renewal SolarWinds - 81792 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	2	\$12,903.94	\$25,807.88
0002	SolarWinds Database Performance Analyzer per Oracle EE, DB2, or ASE instance (10 to 19 licenses)-Annual Maintenance Renewal SolarWinds - 81034 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	15	\$683.19	10,247.85
0003	SolarWinds Virtualization Manager VM800 (up to 800 sockets)-Annual Maintenance Renewal SolarWinds - 82622 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	1	\$26,468.41	\$26,468.41
0004	SolarWinds Web Performance Monitor WPMX (unlimited [recordings x locations], standard playback rate)-Annual Maintenance Renewal SolarWinds - 82576 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	1	\$6,394.46	\$6,394.46
0005	SolarWinds Engineer's Toolset Per Seat License-Annual Maintenance Renewal SolarWinds - 81748 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	8	\$416.53	\$3,332.24
0006	SolarWinds Security Event Manager SEM250 (up to 250 nodes)-Annual Maintenance Renewal SolarWinds - 82450	1	\$5,753.96	\$5,753.96

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	Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832			
0007	SolarWinds User Device Tracker UTX (unlimited ports per server)- Annual Maintenance Renewal SolarWinds - 82587 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	1	\$4,007.65	\$4,007.65
0008	SolarWinds VoIP and Network Quality Manager IP SLA X, IP Phone X (unlimited IP SLA source devices, unlimited IP phones)- Annual Maintenance Renewal SolarWinds - 82332 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	1	\$2,805.96	\$2,805.96
0009	SolarWinds Server & Application Monitor ALX (unlimited monitors-Standard Polling Throughput)-Annual Maintenance Renewal SolarWinds - 82382 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	1	\$7,577.84	\$7,577.84
0010	SolarWinds Patch Manager PM4000 (up to 4000 nodes)- Annual Maintenance Renewal SolarWinds - 82725 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	1	\$3,309.64	\$3,309.64
0011	SolarWinds Database Performance Analyzer per SQL Server, MySQL, Oracle SE, or PostgreSQL Instance (30 to 49 licenses)- Annual Maintenance Renewal SolarWinds - 81072 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	40	\$362.51	\$14,500.40
0012	SolarWinds Web Help Desk Per Technician License (41 to 50 named users)- Annual Maintenance Renewal SolarWinds - 82868 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	50	\$94.11	\$4,705.50
0013	SolarWinds Database Performance Analyzer per Oracle EE, DB2, or ASE instance (10 to 19 licenses)- Annual Maintenance Renewal SolarWinds - 81034 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	15	\$683.19	\$10,247.85

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0014	SolarWinds Network Topology Mapper-Annual Maintenance Renewal SolarWinds - 81990 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	1	\$378.20	\$378.20
0015	SolarWinds Database Performance Analyzer per SQL Server, MySQL, Oracle SE, or PostgreSQL Instance (30 to 49 licenses)- Annual Maintenance Renewal SolarWinds - 81072 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	40	\$362.51	\$14,500.40
0016	SolarWinds NetFlow Traffic Analyzer Module for SolarWinds Network Performance Monitor SLX-Annual Maintenance Renewal SolarWinds - 82369 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	2	\$3,624.22	\$7,248.44
0017	SolarWinds Network Performance Monitor SLX (unlimited elements-Standard Polling Throughput)-Annual Maintenance Renewal SolarWinds - 82361 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	3	\$6,344.78	\$19,034.34
0018	SolarWinds IP Address Manager IPX (unlimited IPs)-Annual Maintenance Renewal SolarWinds - 82341 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	2	\$3,522.26	\$7,044.52
0019	SolarWinds Network Configuration Manager DLX (unlimited nodes)-Annual Maintenance Renewal SolarWinds - 82353 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	2	\$7,318.15	\$14,636.30
0020	SolarWinds High Availability for SolarWinds Orion-Annual Maintenance Renewal SolarWinds - 82324 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	10	\$1,544.15	\$15,441.50
0021	SolarWinds Additional Polling Engine for SolarWinds Unlimited Licenses (Standard Polling Throughput)-Annual Maintenance Renewal	1	\$3,951.00	\$3,951.00

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	SolarWinds - 82391 Start Date: 10/25/2022 End Date: 10/25/2023 Serial #: SW2148832			
0022	SolarWinds Additional Polling Engine forSolarWinds Unlimited Licenses (Standard Polling Throughput)-Annual Maintenance Renewal SolarWinds - 82391 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832SolarWinds - 82391 Start Date: 10/01/2022 End Date: 10/01/2023 Serial #: SW2148832	12	\$3,951.00	\$47,412.00
	B.3.1: Base Year Total			\$254,806.34

B.4 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY

- B.4.1** Contractors who provide goods or perform services in person in District of Columbia facilities or worksites (“On-site Contractors”) shall ensure that each of their employees, agents, subcontractors, and supervised volunteers have been either (i) fully vaccinated against COVID-19 (as defined herein) or (ii) have been granted one of the exemptions identified below, are undergoing weekly COVID-19 testing, and only reporting to the District workplace when such test result is negative.
- B.4.2** Except as provided in B.6.3, On-site Contractors may grant to their employees, agents, subcontractors, and supervised volunteers the following exemptions from vaccination against COVID-19:
- a. Persons who object in good faith and in writing that the person’s vaccination would violate their sincerely held religious beliefs and the granting of the religious exemption would not impose an undue burden consistent with federal law;
 - b. Persons who have obtained and submitted a written certification from a physician or other licensed health professional who may order an immunization that being fully vaccinated is medically inadvisable as a result of the person’s medical condition. If such condition is temporary, a medical exemption may only be granted until the date on which taking the vaccine would no longer be medically inadvisable; or
 - c. Persons who agree to be tested weekly for COVID-19 and provide a negative COVID-19 test result on a weekly basis.
- B.4.3** On-site Contractors may only grant to their employees, agents, subcontractors, and supervised volunteers who work in (i) a public, public charter, independent, private, or parochial school in the District, or (ii) a child care facility regulated by the Office of the State Superintendent of Education, the exemptions described in B.6.2(a) and (b), and shall not grant those persons the exemption described in B.6.2(c).
- B.4.4** On-site Contractors shall require their employees, agents, subcontractors, and supervised volunteers who have received one of the exemptions under B.6.2 to wear a mask in the District facility or workplace and to provide the On-site Contractor with a negative COVID-19 test result on a weekly basis in order to report to work at the District facility or workplace.
- B.4.5** The District may request a certification of compliance with this provision, proof of vaccination status, exemption documentation, and/or COVID-19 test results from On-site Contractors.
- B.4.6** An On-site Contractor may impose stricter masking, vaccination, or testing requirements on their employees, agents, subcontractors, and supervised volunteers.
- B.4.7** For purposes of this provision, “fully vaccinated” means a person has received all vaccines and boosters recommended by the CDC.
- B.5** The Contractor is required to comply with City Administrator’s Order 2022-3, Mask Requirements Inside Certain District Government Buildings and Offices, dated April 14, 2022, and all substantially similar mask requirements, including any modifications to the Order, unless and until they are rescinded.

B.5.1 SPECIAL PROVISIONS RELATED TO CITY ADMINISTRATOR’S ORDER 2022-3

Contractors who provide goods or perform services in person in District of Columbia facilities or worksites (“On-site Contractors”) shall ensure that each of their employees, agents, subcontractors, and supervised volunteers comply with City Administrator’s Order 2022-3, Mask Requirements Inside Certain District Government Buildings and Offices, dated April 14, 2022, and all substantially similar mask requirements including any modifications to the Order, unless and until they are rescinded.

B.6 NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. CODE § 2-222.04 *et seq.*

B.6.1 Nonprofit organizations, as defined in the Act, shall include in their rates the indirect costs incurred in the provision of goods or performance of services under this contract pursuant to the nonprofit organization's unexpired Negotiated Indirect Cost Rate Agreement (NICRA). If a nonprofit organization does not have an unexpired NICRA, the nonprofit organization may elect to instead include in its rates its indirect costs:

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

B.6.2 If this contract is funded by a federal agency, indirect costs shall be consistent with the requirements for pass-through entities in 2 C.F.R. § 200.331 or any successor regulations.

B.6.3 The Contractor shall pay its subcontractors, which are nonprofit organizations, the same indirect cost rates as the nonprofit organization subcontractors would have received as a prime contractor.