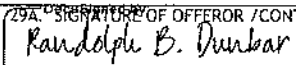
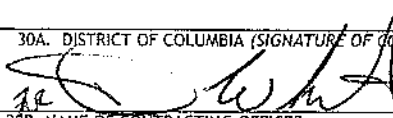


GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER		PAGE 1 of 5	
2. TASK ORDER AGREEMENT NO.  CW46662		3. Award/Effective Date  See 30C below		4. CONTRACT NUMBER  GS-35F-070CA		5. SOLICITATION NUMBER  Doc267793	
6. SOLICITATION ISSUE DATE  7/21/16		7. FOR SOLICITATION INFORMATION CONTACT: Email: <a href="mailto:nicole.smith-mcdermott@dc.gov">nicole.smith-mcdermott@dc.gov</a>		A. NAME Nicole Smith-McDermott Contract Specialist		B. TELEPHONE (No Collect Calls) 202-724-4587	
8. OFFER DUE DATE:  8/2/16		9. ISSUED BY  OFFICE OF CONTRACTING AND PROCUREMENT 441 4 <sup>th</sup> Street, NW, Suite 700S Washington, DC 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"/> GSA <input type="checkbox"/> DCSS <input type="checkbox"/> Cooperative Agreement		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> N/A  <input type="checkbox"/> 13. RESERVED	
12. PAYMENT DISCOUNT TERMS  Net 30 days		14. METHOD OF SOLICITATION  <input checked="" type="checkbox"/> RFTOP <input type="checkbox"/> 2-STEP <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. CONTRACTOR / OFFEROR Zayo Group LLC 4772 Walnut Street Suite 100 Boulder, CO 80301 Contact: Dan Caruso Phone: (303) 632-0873 Email: <a href="mailto:eric.cho@zayo.com">eric.cho@zayo.com</a>			
16. PAYMENT WILL BE MADE BY  DC Office of the OCTO (Accts Payable) 200 I St. SE Washington, DC 20003 Phone: 1(202) 727-2277				17. DELIVER TO  ANIL SHARMA DC OFFICE OF THE CTO - 200 I STREET SE 5TH FLOOR WASHINGTON, DC 20003			
18. ADMINISTERED BY:  OFFICE OF CONTRACTING AND PROCUREMENT 441 4 <sup>th</sup> Street, NW, Suite 700S Washington, DC 20001				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 type="checkbox"/> SEE ADDENDUM				19. ITEM NO.			
20. SCHEDULE OF SUPPLIES/SERVICES				21. ESTIMATED QUANTITY		22. UNIT	
23. UNIT PRICE				24. TOTAL ESTIMATED AMOUNT			
1. Dark Fiber Services - (See Attachment B- Price Schedule)				n/a		n/a	
						\$100.00 minimum	
						\$727,936.00 maximum	
25. ACCOUNTING AND APPROPRIATION DATA ENCUMBRANCE CODE:				26. TOTAL AWARD (FOR GOVT. USE ONLY)  \$727,936.00			
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.				28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: (1) SEE SECTION A.			
29A. SIGNATURE OF OFFEROR / CONTRACTOR 				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Randolph B. Dunbar VP Metro Fiber				29C. DATE SIGNED September 8, 2016		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Chris Yi Contracting Officer	
						30C. DATE SIGNED 9/8/16	

OCTO – Dark Fiber Services

1. **PRODUCT REQUIRED:** The contractor shall provide the District of Columbia with Dark Fiber services for the District's disaster recovery and storage purposes.

1.1 This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

- a) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, (Section 10). The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity of CLIN 0001 through CLIN 0003 is \$727,936.00 for Dark Fiber Services at Equinix, Crystal Drive and Colesville Road. The District will order at least the minimum quantity of \$100.00 for each CLIN.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after September 1, 2017.

2. **GSA SCHEDULE 70 CONTRACT NUMBER:** GS-35F-070CA

3. **TASK ORDER NO.:** CW46662

4. **PERIOD OF PERFORMANCE:** The period of performance shall be from September 2, 2016 through September 1, 2017. The period of performance throughout the duration of the contract is contingent on GSA's extension of FSS Contract no. GS-35F-070CA.

5. **OPTION PERIOD**

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

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

5.3 The price for the option period(s) shall be as specified in the Attachment B of the contract.

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

OCTO – Dark Fiber Services

## **6. 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:

Chris Yi  
Office of Contracting and Procurement  
200 I Street, SE Fifth Floor  
Washington, DC 20003  
Telephone: 202-724-5069  
E-mail: [chris.yi@dc.gov](mailto:chris.yi@dc.gov)

## **7.0 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- 7.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 7.2** 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.
- 7.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **8.0 CONTRACT ADMINISTRATOR (CA)**

- 8.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
  - 8.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
  - 8.1.2** Coordinating site entry for Contractor personnel, if applicable;
  - 8.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
  - 8.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
  - 8.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

OCTO – Dark Fiber Services

**8.2** The address and telephone number of the CA is:

Anil Sharma  
200 I Street SE  
Washington, DC 20003  
[anil.sharma@dc.gov](mailto:anil.sharma@dc.gov)  
(202) 715-3805

**8.3** The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

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

## **9. INVOICE SUBMITTAL**

**9.1** The Contractor shall submit proper invoices upon completion of services. Invoices shall be prepared in triplicate and submitted to the agency Chief Financial Officer (CFO) with a concurrent copy to the Contracting Officer's Technical Representative (CA) specified in 7. The address of the CFO is:

DC Office of the OCTO (Accts Payable)  
200 I St. SE  
Washington, DC 20003  
Phone: 1(202) 727-2277

**9.2** To constitute a proper invoice, the Contractor shall submit the following information:

- 9.2.1** Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- 9.2.2** Task Order Agreement Number and Purchase Order Number. Assignment of an invoice number by the contractor is also recommended;
- 9.2.3** Description, price, quantity, dates of work actually performed;

OCTO – Dark Fiber Services

- 9.2.4 Other supporting documentation or information, as required by the Contracting Officer;
- 9.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- 9.2.6 Name, title, phone number of person preparing the invoice;
- 9.2.7 Authorized signature.

**10. ORDERING:**

Products and services to be furnished under this contract will be ordered by the Contracts Administrator specified in Section 8.2 above.

All delivery orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order and this contract, the contract shall control.

Orders may be issued by facsimile or by electronic commerce methods.

**11. INCORPORATED DOCUMENTS AND ORDER OF PRECEDENCE**

The following documents are incorporated by reference into the contract. In the event of an inconsistency among the provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 11.1 Statement of Work (Attachment A)
- 11.2 Price Schedule (Attachment B)
- 11.3 Contractor's GSA Schedule 70 Contract (Attachment C)

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**Office of Contracting and Procurement**



## **ATTACHMENT A**

### **A.1 Scope**

The District of Columbia Office of Contracting and Procurement (OCP), on behalf of the Department of Human Services (DHS), District of Columbia Access System (DCAS), has a need for an API Gateway SOA Gateway Licenses and Professional services in order to expand its interfacing security and connectivity capacities.

The leased dark fiber services will enable consolidation of existing services and allow new services with higher bandwidth for interdatacenter services.

The Agency is requesting the Contractor to provide only the most current models, components and accessories in new, fully operational, factory sealed condition, with all applicable licenses. The Contractor warrants and represents that the equipment is eligible for the manufacturer's normal [and extended] warranty and support within the United States to Authorized Users. Previously owned, damaged, refurbished, remanufactured, counterfeit, "gray market," or substitute third party items will not be accepted. The offering party shall provide evidence of its authorized reseller agreement or certification and must not purchase from other than the manufacturer(s) or manufacturer-authorized stocking distributors for goods supplied within the context of this proposal.

### **A.2 Applicable Documents**

Fiber specifications document titled 'ITU-T G.652.pdf'

### **A.3 Definitions**

N/A

### **A.4 Background**

In order to provide new services and increase the bandwidth of the network DC-Net requires dark fiber services listed under the Requirements section of the solicitation. New agencies are requiring new services and existing customers want to upgrade their bandwidth requirements. For this purpose, DC-Net requires dark fiber services to these locations over diverse fiber paths.

DC-Net is requesting pricing for point to point dark fiber paths to these three locations listed in this solicitation.

### **A.5 Requirements**

**A.5.1** The Contractor shall provide DC- Net with dark fiber services for the following locations in a half a ring type configuration as defined below:

**A.5.1.1** Equinix - Two (2) dark fibers over diverse paths

- a) **Path 1: Site A** 2100 M St NW Washington DC **to Site B** 21715 Filigree Ct, Equinix, VA
- b) **Path 2: Site B** 21715 Filigree Ct, Equinix, VA **to Site C** 12100 Sunrise Valley Dr, Reston, Virginia

**A.5.1.2** Crystal Drive - Two (2) dark fibers in diverse entry points

- a) **Path 1: Site A** 2100 M St NW Washington DC **to Site B** 2011 Crystal Drive Arlington, VA 22202
- b) **Path 2: Site B** 2011 Crystal Drive Arlington, VA 22202 **to Site C** 2777 Crystal Drive Arlington, VA 22202
- c) **Path 3: Site C** 2777 Crystal Drive Arlington, VA 22202 **to Site D** 2900 Crystal Drive Arlington, VA 22202
- d) **Path 4: Site D** 2900 Crystal Drive Arlington, VA 22202 **to Site E** 1275 K St NW Washington DC

**A.5.1.3** Colesville Rd - Two (2) dark fibers in diverse entry points

- a) **Path 1: Site A** 2100 M St NW Washington DC **to Site B** 8380 Colesville Rd, Silver Spring, MD
- b) **Path 2: Site B** 8380 Colesville Rd, Silver Spring, MD **to Site C** 8455 Colesville Rd, Silver Spring, MD
- c) **Path 3: Site C** 8455 Colesville Rd Silver Spring MD **to Site D** 1275 K St NW Washington DC

**A.5.2** The contractor shall include maps, estimated path loss, applicable service level agreements, and delivery timeline along with pricing in their responses.

**A.5.3** The dark fiber services shall the meet the following requirements:

**A.5.3.1 Physical characteristics**

- 1) The Contractor shall note whether the fiber is aerial or underground. Preference will be given to underground routes.
- 2) All fiber shall meet ITU-T G.652 Single Mode Fiber (attached).
- 3) All fiber shall be fusion spliced between end point hand offs to DCNET. No mechanical splices. No patch panels except within the colocation facility. All fibers must be tagged with A and Z locations and carrier circuit ID. The loss for distances for fiber paths should be preferably less than 32dB at 1550 nm.
- 4) Preference will be given to providers who own and manage the complete path and manage the entire cable system.

**A.5.3.2 Physical Diversity**

- 1) Fiber routes must be physically diverse for each request.
- 2) Dual entrances should be used wherever available. Vendors must include a map of routes preferably as KML files.

**A.5.3.3 Service Support**

- 1) The Contractor shall provide 24/7 network support and include standard trouble escalation procedures
-

in the response.

- 2) The Contractor shall provide preventative and reactive maintenance response.
- 3) The Contractor shall have proactive network monitoring and customer notification for outages.

#### **A.6 Deliverables**

**A.6.1** The Contractor shall deliver all items listed under "Attachment B" (Price Schedule) within 60 days from the issuance of an order.



## ATTACHMENT B

### B.1 PRICE SCHEDULE (Base Period)

#### B.1.1 Dark Fiber Services (POP: Date of Award through One (1) year thereafter)

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	QTY Minimum	Minimum Total Price	QTY Maximum	Maximum Total Price
0001	Dark Fiber Services for – Equinix (Section A.5.1.1)	See Exhibit 1		\$100.00	See Exhibit 1	\$500,000.00 per order
0002	Dark Fiber Services for – Crystal Drive (Section A.5.1.2)	See Exhibit 1		\$100.00	See Exhibit 1	\$500,000.00 per order
0003	Dark Fiber Services for – Colesville Road	See Exhibit 1		\$100.00	See Exhibit 1	\$500,000.00 per order
Total Price for Section B.1.1				\$ 727,936.00		

### B.2 PRICE SCHEDULE (Option Period 1)

#### B.2.1 Dark Fiber Services

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	QTY Minimum	Minimum Total Price	QTY Maximum	Maximum Total Price
1001	Dark Fiber Services for – Equinix (Section A.5.1.1)	See Exhibit 1		\$100.00	See Exhibit 1	\$500,000.00 per order
1002	Dark Fiber Services for – Crystal Drive (Section A.5.1.2)	See Exhibit 1		\$100.00	See Exhibit 1	\$500,000.00 per order
1003	Dark Fiber Services for – Colesville Road	See Exhibit 1		\$100.00	See Exhibit 1	\$500,000.00 per order
Total Price for Section B.2.1				\$ 420,564.00		

### B.3 PRICE SCHEDULE (Option Period 2)

#### B.3.1 Dark Fiber Services

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	QTY Minimum	Minimum Total Price	QTY Maximum	Maximum Total Price
2001	Dark Fiber Services for – Equinix (Section A.5.1.1)	See Exhibit 1		\$100.00	See Exhibit 1	\$500,000.00 per order

2002	Dark Fiber Services for – Crystal Drive (Section A.5.1.2)	See Exhibit 1	\$100.00	See Exhibit 1	\$500,000.00 per order
2003	Dark Fiber Services for – Colesville Road	See Exhibit 1	\$100.00	See Exhibit 1	\$500,000.00 per order
Total Price for Section B.3.1			\$ 327,192.00		

#### B.4 PRICE SCHEDULE (Option Period 3)

##### B.4.1 Dark Fiber Services

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	QTY Minimum	Minimum Total Price	QTY Maximum	Maximum Total Price
3001	Dark Fiber Services for – Equinix (Section A.5.1.1)	See Exhibit 1		\$100.00	See Exhibit 1	\$500,000.00 per order
3002	Dark Fiber Services for – Crystal Drive (Section A.5.1.2)	See Exhibit 1		\$100.00	See Exhibit 1	\$500,000.00 per order
3003	Dark Fiber Services for – Colesville Road	See Exhibit 1		\$100.00	See Exhibit 1	\$500,000.00 per order
Total Price for Section B.4.1				\$ 319,404.00		

#### B.5 PRICE SCHEDULE (Option Period 4)

##### B.5.1 Dark Fiber Services

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	QTY Minimum	Minimum Total Price	QTY Maximum	Maximum Total Price
4001	Dark Fiber Services for – Equinix (Section A.5.1.1)	See Exhibit 1		\$100.00	See Exhibit 1	\$500,000.00 per order
4002	Dark Fiber Services for – Crystal Drive (Section A.5.1.2)	See Exhibit 1		\$100.00	See Exhibit 1	\$500,000.00 per order
4003	Dark Fiber Services for – Colesville Road	See Exhibit 1		\$100.00	See Exhibit 1	\$500,000.00 per order
Total Price for Section B.5.1				\$ 306,096.00		

# Exhibit 1

## (Price Schedule)

**A.5.1.1 EQUINIX - Two (2) dark fibers over diverse paths**

**Path 1: Site A 2100 M St NW Washington DC to Site B 21715 Filigree Ct, Equinix, VA**  
73.5 km, 18.8 dB @ 1550 nm

Segment Pricing:

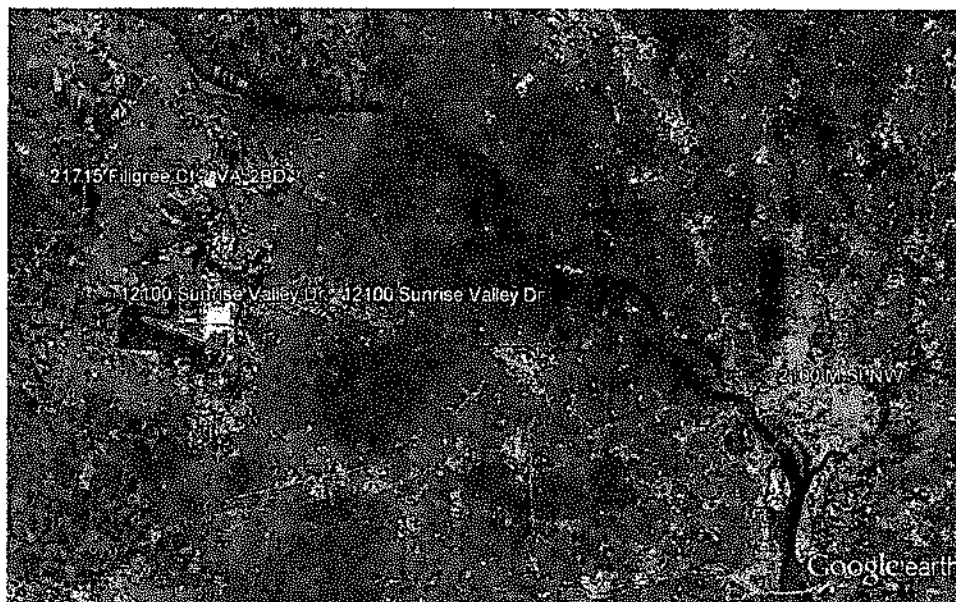
Base Year	\$3,888 MRC (Monthly recurring charge)	\$5,000 NRC (Non-recurring charge)
Option Year 1	\$3,427 MRC	\$0
Option Year 2	\$2,816 MRC	\$0
Option Year 3	\$2,717 MRC	\$0
Option Year 4	\$2,498 MRC	\$0

**Path 2: Site B 21715 Filigree Ct, Equinix, VA to Site C 12100 Sunrise Valley Dr, Reston, Virginia**  
23.0 km, 7.3 dB @ 1550 nm

Segment Pricing:

Base Year	\$2,040 MRC	\$4,000 NRC
Option Year 1	\$1,820 MRC	\$0
Option Year 2	\$1,400 MRC	\$0
Option Year 3	\$1,300 MRC	\$0
Option Year 4	\$1,210 MRC	\$0

**Route Map:**



A.5.1.2 Crystal Drive - Two (2) dark fibers over diverse paths

**Path 1: Site A 2100 M St NW Washington DC to Site B 2011 Crystal Drive Arlington, VA**  
**20.7 km, 6.8 dB @ 1550 nm**

**Path 2: Site B 2011 Crystal Drive Arlington, VA 22202 to Site C 2777 Crystal Drive Arlington, VA**  
**1.8 km, 2.8 dB @ 1550 nm**

**Path 3: Site C 2777 Crystal Drive Arlington, VA 22202 to Site D 2900 Crystal Drive Arlington, VA**  
**<1 km, 2.5 dB @ 1550 nm**

**Path 4: Site D 2900 Crystal Drive Arlington, VA 22202 to Site E 1275 K St NW Washington DC**  
**44.8 km, 17.6 dB @ 1550 nm**

**PRICING:**

Base Year	\$27,750 MRC	\$24,000 NRC
Option Year 1	\$14,900 MRC	\$0
Option Year 2	\$12,650 MRC	\$0
Option Year 3	\$12,400 MRC	\$0
Option Year 4	\$11,900 MRC	\$0

**Route Map:**



**A.5.1.3 Colesville Rd - Two (2) dark fibers over diverse paths**

**Path 1: Site A 2100 M St NW, Washington, DC to Site B 8380 Colesville Rd, Silver Spring, MD**  
**23.7 km; 7.4 dB @ 1550 nm**

**Path 2: Site B 8380 Colesville Rd, Silver Spring, MD to Site C 8455 Colesville Rd, Silver Spring, MD**  
**0.6 km; 1.8 dB @ 1550 nm**

**Path 3: Site C 8455 Colesville Rd Silver Spring MD to Site D 1275 K St NW, Washington, DC**  
**45.8 km; 11.9 dB @ 1550 nm**

**PRICING:**

Base Year	\$22,650 MRC	\$19,000 NRC
Option Year 1	\$14,900 MRC	\$0
Option Year 2	\$10,400 MRC	\$0
Option Year 3	\$10,200 MRC	\$0
Option Year 4	\$9,900 MRC	\$0

**Route Map:**

