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1. SERVICES REQUIRED

The District of Columbia Office of Contracting and Procurement, on behalf of the Office of the Attorney General (the "District") is awarding to Public Performance Management, LLC (the "Contractor") to provide maintenance, repair, supply (including toner cartridges), printer network monitoring and reporting services for its printer inventory which consist of laser printers, and inkjet printers located throughout Washington DC.

2. PRICE SCHEDULE

The District of Columbia awards a contract to Public Performance Management, LLC against District of Columbia Supply Schedule (DCSS) Contract No. CW25494.

See Attachment B

3. TERM OF CONTRACT

The term of the contract shall be one (1) year from the date of award specified on the cover page of this contract.

4. OPTION TO EXTEND THE TERM OF THE CONTRACT

- 4.1 The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.
- 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 the Section B of the contract.
- The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) 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:

Chris Yi

Office of Contracting and Procurement

Servicing: Office of Chief Technology Officer

200 I Street, S.E.; Fifth Floor Washington, DC 20003 Telephone: (202) 724-5069 Email: chris.yi@dc.gov

5.1 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- **5.1.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- **5.1.2** 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.
- 5.1.3 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.

6. CONTRACTS ADMINISTRATOR (CA)

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 writing by the Contracting Officer.

The CA for this task order is:

Chris Tonjes, Chief Information Officer Office of the Attorney General 441 4th Street, NW Suite 1145S Washington, DC 20001 Telephone: (202) 741-0766

Email: chris.tonjes@dc.gov

- 6.2 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.
- 6.3 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. ORDERING

- Any supplies and services to be furnished under the contract shall be ordered by issuance of delivery order or task order by the Contracting Officer specified in Section 5 above. Such orders may be issued monthly, quarterly, or annually as services are required during the term of the contract.
- All delivery orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order and the contract, the contract shall control.
- 7.3 If mailed, a delivery order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

8. COMPENSATION AND PAYMENT

- 8.1 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.
- 8.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.
- 8.3 The District follows a specific policy for services related to software/hardware (SW/HW) maintenance/licenses and support services. Services provided within a District Fiscal Year (October 1 to September 30) must be billed for within the same District Fiscal Year. Invoices should only cover one District Fiscal Year at a time, and the District cannot be held liable for any such services not billed and paid with in the same District Fiscal Year (October 1 to September 30). The District issues separate payment for each District Fiscal Year for accounting and budgetary reasons.
- 8.4 By accepting this contract, for SW/HW maintenance/licenses and support services, you agree that a proper invoice constitutes a service period that covers only one District Fiscal Year at a time (October 1 to September 30).

9. INVOICE SUBMITTAL

9.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this task order. Invoices shall be prepared in duplicate and submitted to the Office of the Chief Technology Officer with a concurrent copy to the Contracts Administrator (CA) specified in Section 6 above.

The address of the Office of the Attorney General is:

The Office of Finance and Resource Management (Accts Payable) 441 4th Street, NW Suite 890N Washington, DC 20001 Telephone: (202) 727-0333

- 9.2 To constitute a proper invoice, the Contractor shall submit the following information:
 - i. Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
 - ii. Task Order Agreement Number and Purchase Order Number. Assignment of an invoice number by the contractor is also recommended;
 - iii. Description, price, quantity, and dates of work actually performed;
 - iv. Other supporting documentation or information, as required by the Contracting Officer;
 - v. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
 - vi. Name, title, phone number of person preparing the invoice;
 - vii. Authorized signature.

10. INCORPORATED DOCUMENTS

The Contractor shall perform under this task order pursuant to the terms of the following documents that are hereby incorporated by reference and made a part of this contract, which in the event of a conflict shall be resolved by giving precedence in the order of priority listed below:

- (1) This Task Order
- (2) Attachment A Specifications/Work Statement
- (3) Attachment B Price Schedule
- (4) Attachment C Inventory List

The following list of attachments is incorporated into the task order by reference:

- (5) District of Columbia Supply Schedule Contract No. CW25494
- (6) Exhibit 1: IRS Safeguard Computer Security Evaluation Matrix (SCSEM)

ATTACHMENT A - SPECIFICATIONS/WORK STATEMENT

A.1 SCOPE

The District of Columbia Office of Contracting and Procurement, on behalf of the Office of the Attorney General (the "District") is seeking a DC Supply Schedule Contractor to provide maintenance, repair, supply (including toner cartridges), printer network monitoring and reporting services for its printer inventory which consist of laser printers, and inkjet printers located throughout Washington DC.

A.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date
0001	Excel Spreadsheet	Exhibit 1: IRS Safeguard Computer Security Evaluation Matrix (SCSEM)	January 31, 2017

A.3 DEFINITIONS

- **A.3.1** An incident shall be defined as the potential for or an actual interruption in normal printer network system operation. The goal of incident management is to proactively prevent an interruption to printer service from occurring or to restore service as quickly as possible when an interruption occurs.
- **A.3.2** The Incident Management lifecycle shall be defined as detection-diagnosis-repair-recovery-restoration.
- **A.3.3** Response time is defined as the period from when an automated alarm is first sent out or when
 - OAG attempts to contact the vendor to when the vendor acknowledges the alarm or contact.
- **A.3.4** Resolution time is defined as the period from when an automated alarm is first sent out or when
 - OAG attempts to contact the vendor to when the vendor restores service.

A.4 BACKGROUND

OAG is vigorously fulfilling all statutory responsibilities with skill and integrity, and will work to improve safety and quality of life in our communities. OAG is charged by statute with conducting the District's law business. With nearly 340 attorneys and 300 staff members dispersed throughout 28 subordinate agencies, OAG is one of the largest law offices in the District of Columbia and the 10th largest Attorney General's Office in the nation. OAG has a need for a contractor to monitor and manage printer and copier products and services for the agency and has highlighted printers and copiers for the contractor to manage herein.

A.5 REQUIREMENTS

- **A.5.1** The Contractor shall provide the most current models, components and accessories in new, fully operational, factory sealed condition, with all applicable licenses.
- A.5.2 The Contractor shall warrant and represent 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.
- **A.5.3** The Contractor shall provide authorized reseller agreement or certification from manufacturer.
- A.5.4 The Contractor shall deliver all requested supplies FOB destination to OAG locations throughout Washington, DC. (Attachment C)

A.5.5 Printer Maintenance List and Known Toner Estimates

The Contractor shall provide maintenance, repair, supply (including toner cartridges), and printer network monitoring and reporting services for the printers detailed in **Attachment** C.

A.5.6 Supply Allocation

The Contractor shall supply totals are per device family, not per device. Supplies may be allocated any way the agency (OAG) wishes over the quantity of devices in a category. Supplies MUST be authentic OEM products. No substitutions will be considered.

A.5.7 Hardware Support Services

- A.5.7.1 Materials The Contractor shall provide labor, parts and materials necessary to maintain the covered hardware product in operating condition, including parts and materials for available and recommended engineering improvements. Replacement parts must be new or equivalent to new in performance.
- A.5.7.2 The Contractor shall provide a service portal (preferably via online service portal). The service portal shall be available 24 hours a day, seven days a week, and provided a secure URL, accessed only with a customer specific password. The Contractor shall update all customer specific data on the service portal daily. The Contractor shall set up automatic replenishment on network-connected devices.
 - 1. Account information, including a listing of fleet products, equipment, location addresses and supplies information
 - 2. Consumable usage information
 - 3. Log of equipment usage data

A.5.8 Alarming and Monitoring

- A.5.8.1 The Contractor shall provide alarming and monitoring for printer hardware and network infrastructure. The Contractor shall provide application, interface and database alarming and monitoring,
- A.5.8.2 The Contractor shall facilitate identification and alarm criticality with designated OAG Project Manager.
- A.5.8.3 Alarm criticality shall be either Warn or Critical. The Contractor shall respond to Warn alarms as Medium Priority incidents according to the Service Level Agreement Table (SLA). The Contractor shall respond to Critical alarms as High Priority incidents according to the SLA table.
- A.5.8.4 The Contractor shall provide documentation details of what user-simulated processes, interfaces and database elements are monitored; details of monitoring thresholds for both Warn and Critical alarms.

A.5.9 Incident Management

- A.5.9.1 The Contractor shall be primarily responsible for all aspects of the Incident Management Lifecycle for the OAG printer monitoring software and its associated peripherals.
- **A.5.9.2** The Contractor shall provide a 24 hour contact number and email address for use during non-business hours.
- A.5.9.3 The Contractor shall support the incident lifecycle for printer hardware and printer network infrastructure incidents.

A.5.10 Service Level Agreement Table:

Priority	Description	Onsite Response Time	Resolution Time	Technical Escalation	Mgmt Escalation	Stakehölder Comm
Critical	Complete printer service interruption prevents OAG from rendering public service. Impact is to 100-75% of users.	3 <u>0</u> min	1 hr	Call and email, ASAP	Call and email, 60 min from start	Call, every 60 min

Priority	Description	Onsite Response Time	Resolution Time	Technical Escalation	Mgmt Escalation	Stakeholder Comm
High	Partial printer service interruption that significantly prevents OAG from rendering public service. Impact is to 75-50% of users.	1 hoùr	4 hrs	Call and email, 60 min from start of incident	Call or Email, 2 hrs from start	Call or email, every 2 hrs
Medium	Partial printer service interruption that degrades OAG's ability to render public service. Impact is to 100-0% of users.	24 hrs	48 hrs	Email or ticket reassign, 24 hrs from start	Aged Ticket Report	Email, Daily
Low	Partial printer service interruption that minimally degrades OAG's ability to render public service. Impact is to 100-0% of users.	48 hrs	2 wks	Email or ticket reassign, as needed	Aged Ticket Report	As needed

- A.5.10.1 The Contractor shall adhere to the SLA Onsite Response Times. The onsite response times specify the period of time that begins when the initial service request is received, and logged in with the Contractor. Onsite Response Times end when the Contractor's authorized representative arrives at the OAG site. Response times are measured during the coverage window only and may be carried over the next day for which there exists a coverage window.
- **A.5.10.2** The Contractor shall render services until the products are operational. Work may be temporarily suspended if additional parts or resources are required, but work shall resume once additional parts or resource become available.
- A.5.10.3 The Contractor shall provide Next Day, Onsite Response services. The Contractor shall provide services during the coverage window, 9 hours per day between 8:00 am and 5:00 pm Eastern Standard Time, Monday through Friday, excluding holidays. The Contractor's authorized representative shall arrive at the OAG site during the coverage window to begin hardware maintenance services the next coverage day after the service request has been logged. Service requests received outside of the coverage window shall be logged the next coverage day, and serviced within the following coverage day.

A.5.11 Reporting Requirements

A.5.11.1 The Contractor shall provide monthly performance reporting to include at a minimum:

- 1. Monthly Break/Fix Service Requests Report
- 2. Monthly Requests from Proactive Monitoring Report
- 3. Monthly Break/Fix Status Report
 - a. Break/Fix scope summary
 - b. Break/Fix status
 - c. Schedule for deliverables
 - d. Work accomplished last week
 - e. Planned work for current week
 - f. Issues
 - g. Action log
- 4. Monthly Printer Inventory Listing Report
- 5. Monthly Toner Cartridge Supply Requests Report
- 6. Monthly Supply Requests Report
- 7. Monthly Printer Move, Add, Change, Disposals Report

A.5.11.2 The Contractor shall allocate management personnel solely for performance reporting

A.5.11.3 Deliverables

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator identified in section 7 in accordance with the following:

Item No.	Deliverable	Qty.	Format/Method of Delivery	Due Date
0001	Monthly Alarming and Monitoring Report (A.5.9.4)	1	PDF/Electronic Delivered to CA	The 5 th business day of the month
0002	Monthly Break/Fix Service Requests Report (A.5.12,1)	1	PDF/Electronic Delivered to CA	The 5 th business day of the month
0003	Monthly Requests from Proactive Monitoring Report (A.5.12.1)	1	PDF/Electronic Delivered to CA	The 5 th business day of the month
0004	Monthly Break/Fix Status Report (A.5.12.1)	1.	PDF/Electronic Delivered to CA	The 5 th business day of the month
0005	Monthly Printer Inventory Listing Report (A.5.12.1)	1	PDF/Electronic Delivered to CA	The 5 th business day of the month
0006	Monthly Toner Cartridge Supply (A.5.12.1)	1	PDF/Electronic Delivered to CA	The 5 th business day of the month
0007	Monthly Supply Requests Report (A.5.12.1)	Ί	PDF/Electronic Delivered to CA	The 5 th business day of the month
0008	Monthly Printer Move, Add, Change, Disposal Report (A.5.12.1)	1	PDF/Electronic Delivered to CA	The 5 th business day of the month

ATTACHMENT B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

- B.1 The District of Columbia Office of Contracting and Procurement, on behalf of the Office of the Attorney General (the "District") is seeking a DC Supply Schedule Contractor to provide maintenance, repair, supply (including toner cartridges), printer network monitoring and reporting services for its printer inventory which consist of laser printers, and inkjet printers located throughout Washington DC.
- **B.2** The District contemplates award of a firm-fixed-price contract in accordance with 27 DCMR Chapter 24.

B.3 AGGREGATE GROUP OR INDIVIDUAL ITEM

Award, if made, will be to a single bidder in the aggregate for those groups of items indicated by "Aggregate Award Group" herein. Bidder must quote unit prices on each item within each group to receive consideration. Award, if made, on all other items will be on an individual item basis.

B.4 PRICE SCHEDULE - FIRM FIXED PRICE

B.4.1 BASE YEAR

Item No.	Item Name	QTY	Unit Price	Total Price
0001	Printer Break/Fix Maintenance and Support	12 Months	\$0.00	\$0.00
0002	Printer Supply Services (including Toner Cartridges)	12 Months	\$10,080.00	\$120,960.00
0003	Printer Network Monitoring	12 Months	\$0.00	\$0.000
0004	Incident Management	12 Months	\$0.00	\$0.000
0005	Reporting Services	12 Months	\$0.00	\$0.000
Grand Total B.4.1			\$120,960.00	

B.4.2 OPTION YEAR ONE

Item No.	Item Name	QTY	Unit Price	Total Price
1001	Printer Break/Fix Maintenance and Support	12 Months	\$0.00	\$0.00

Item No.	Item Name	QTY	Unit Price	Total Price
1002	Printer Supply Services (including Toner Cartridges)	12 Months	\$10,080.00	\$120,960.00
1003	Printer Network Monitoring	12 Months	\$0.00	\$0.000
1004	Incident Management	12 Months	\$0.00	\$0.000
1005	Reporting Services	12 Months	\$0.00	\$0.000
Grand Total B.4.2			\$120,960.00	

B.4.3 OPTION YEAR TWO

Item No.	Item Name	QTY	Unit Price	Total Price
2001	Printer Break/Fix Maintenance and Support	12 Months	\$0.00	\$0.00
2002	Printer Supply Services (including Toner Cartridges)	12 Months	\$10,080.00	\$120,960.00
2003	Printer Network Monitoring	12 Months	\$0.00	\$0.000
2004	Incident Management	12 Months	\$0.00	\$0.000
2005	Reporting Services	12 Months	\$0.00	\$0.000
Grand Tota	al B.4.3		\$120,960.00	

B.4.4 OPTION YEAR THREE

Item No.	Item Name	QTY	Unit Price	Total Price
3001	Printer Break/Fix Maintenance and Support	12 Months	\$0.00	\$0.00
3002	Printer Supply Services (including Toner Cartridges)	12 Months	\$10,080.00	\$120,960.00
3003	Printer Network Monitoring	12 Months	\$0.00	\$0.000
3004	Incident Management	12 Months	\$0.00	\$0.000

Item No.	Item Name	QTY	Unit Price	Total Price
3005	Reporting Services	12 Months	\$0.00	\$0.000
Grand Tot	al B.4.4		\$120,960.00	

B.4.5 OPTION YEAR FOUR

Item No.	Item Name	QTY	Unit Price	Total Price
4001	Printer Break/Fix Maintenance and Support	12 Months	\$0.00	\$0.00
4002	Printer Supply Services (including Toner Cartridges)	12 Months	\$10,080.00	\$120,960.00
4003	Printer Network Monitoring	12 Months	\$0.00	\$0.000
4004	Incident Management	12 Months	\$0.00	\$0.000
4005	Reporting Services	12 Months	\$0.00	\$0.000
Grand Total B.4.5			\$120,960.00	

B.4.6 PRICE SCHEDULE SUMMARY

Item No.	Period of Performance	Total Price
0001	Base Period Item No. 0001-0005	\$120,960.00
0002	Option Year One Item No. 1001-1005	\$120,960.00
0003	Option Year Two Item No. 2001-2005	\$120,960.00
0004	Option Year Three Item No. 3001-3005	\$120,960.00
0005	Option Year Four Item No. 4001-4005	\$120,960.00
Grand Total for B.4		\$604,800.00