
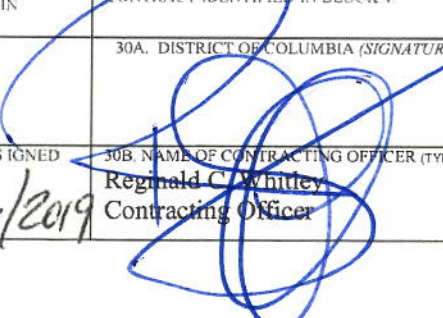


GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER RK122379		PAGE 1 OF 20	
2. TASK ORDER AGREEMENT NO. CW73987		3. AWARD/EFFECTIVE DATE See block 30c		4. CONTRACT NUMBER GS-35F-0156V		5. SOLICITATION NUMBER Doc459515	
7. FOR SOLICITATION INFORMATION CONTACT: Contract Specialist Email: joell.royal@dc.gov		A. NAME Joell D. Royal		B. TELEPHONE (No Collect Calls) (202) 724-2017		6. SOLICITATION ISSUE DATE August 9, 2019	
9. ISSUED BY Office of Contracting and Procurement Information Technology Division 441 4 TH Street, N.W. Suite 700 South 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 type="checkbox"/> COG Rider <input checked="" type="checkbox"/> U.S. General Services Administration SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> N/A 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	
15. CONTRACTOR / OFFEROR Optivor Technologies, I.I.C 10820 Guilford Road, Suite 208 Annapolis Junction, Maryland 20701				16. PAYMENT WILL BE MADE BY CODE Office of the Chief Technology Officer Accounts Payable 200 I Street, SE Washington, DC 20003 Telephone: (202) 727-2277			
15A DUNS NO.		15B TAX ID NO.					
17. DELIVER TO Micheal Shaw Office of the Chief Technology Officer DC NET 655 15 th Street NW 5 th Fl Washington, DC 20005 Phone: 202-715-3789 Email: mick.shaw@dc.gov				18. ADMINISTERED BY Office of the Chief Technology Officer 200 I Street, SE Washington, DC 20003			
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 IEM NO.		20 SCHEDULE OF SUPPLIES/SERVICES		21 QUANTITY		22 UNIT	
0001-		Avaya Aura Platform				23 UNIT PRICE	
						24 AMOUNT \$363,739.67	
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.				26. TOTAL AWARD (FOR GOVT USE ONLY) \$363,739.67			
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 GSA ONTRACT IDENTIFIED IN BLOCK 4				28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: THIS TASK ORDER IS 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) STUART A. CHANDLER PRESIDENT & CEO		29C. DATE SIGNED 8/26/2019		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Reginald C. Whitley Contracting Officer		30C. DATE SIGNED 8/27/2019	

1. SERVICES REQUIRED

The Government of the District of Columbia, through the Office of Contracting and Procurement, on behalf, of the Office of the Chief Technology Officer (OCTO) is seeking to purchase Avaya Aura Communication Manager 8.x upgrade entitlements for the DCNET OJS Avaya Aura Platform (Avaya STN: 0004560559). This includes the software entitlements to upgrade Avaya System Manager, two Session Managers, two Local Survivable Processors, a single Enterprise Survivable Server, an HA pair of Application Enablement Services (AES) and two core Aura Communication Manager systems. All implementation tasks will be completed by DCNET.

2. PRICE SCHEDULE

The District awards a Firm Fixed Priced, GSA Federal Supply Schedule Contract.

3. TERM OF CONTRACT

The term of the contract shall be from the date of award through September 30, 2019.

4. OPTION TO EXTEND THE TERM OF THE CONTRACT

RESERVED

5. CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Reginald C. Whitley
Office of Contracting and Procurement
200 I Street, SE Fifth Floor, 5410-H
Washington, DC 20003
Telephone: 202-478-5867
E-mail: reginald.whitley@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)

- 6.1** 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:
- 6.1.1** 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;
 - 6.1.2** Coordinating site entry for Contractor personnel, if applicable;
 - 6.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - 6.1.4** 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
 - 6.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, and equipment) and invoice or vouchers.
- 6.2** The address and telephone number of the CA is:
- Micheal Shaw
Office of the Chief Technology Officer
DC NET
655 15th Street NW 5th Fl Washington, DC 20005
Phone: 202-715-3789
Email: mick.shaw@dc.gov
- 6.3** 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.

- 6.4 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.

7. ORDERING CLAUSE

- 7.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.
- 7.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- 7.3 If mailed, a delivery order or task 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. INVOICE 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. These services must be provided and billed within the District's fiscal year (October 1 to September 30). Invoices should only cover one fiscal year and the District cannot be held liable for any such services not billed and paid within the same fiscal year (October 1 to September 30). The District issues separate payment for each 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 October 1 through September 30.

9. INVOICE SUBMITTAL

- 9.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.
- 9.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section 10.

- 9.3 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.

10. PAYMENTS

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:

Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in Section B; and

- c) Presentation of a properly executed invoice.

11. 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) Attachment A – Specifications/Work Statement
- (2) Attachment B – Price Schedule
- (3) Attachment C – Insurance
- (4) Attachment D – Bidder Offeror Certification Form
- (5) Attachment E – Tax Affidavit Form

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

- (6) General Services Administration (GSA) Contract No. GS- GS-35F-0156V

12. PURCHASES OF I.T. HARDWARE AND EQUIPMENT

The Contractor shall 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 bidder shall provide evidence of its authorized reseller agreement or certification from the manufacturer with its bid.

ATTACHMENT A SOW

A.1 SCOPE

The Government of the District of Columbia, through the Office of Contracting and Procurement, on behalf, of the Office of the Chief Technology Officer is seeking to purchase Avaya Aura Communication Manager 8.x upgrade entitlements for the DCNET OJS Avaya Aura Platform (Avaya STN: 0004560559). This includes the software entitlements to upgrade Avaya System Manager, two Session Managers, two Local Survivable Processors, a single Enterprise Survivable Server, an HA pair of Application Enablement Services (AES) and two core Aura Communication Manager systems. All implementation tasks will be completed by DCNET.

A.1.1 APPLICABLE DOCUMENTS

N/A

A.1.2 DEFINITIONS

N/A

A.2 BACKGROUND

The OCTO/DCNET Avaya call-processing platforms are currently running on Aura release 6.2. This has been a very stable release providing a rich set of contact-center features that many agency customer-service centers now rely on. The last major upgrade to the existing version was performed in 2012. Since then there have been several improvements specifically on the SIP stack components. The DC Net voice roadmap now defines a direction towards a simplified Unified Communications (UC) Infrastructure by migrating the District to single platform in order to provide a common UC experience across the District. Agencies are encouraged to migrate to the Cisco UC software suite if their agency is on Avaya.

To that end, OCTO/DCNET still intends to support the existing Avaya infrastructure as the road map for Agency customer service centers is not as clear-cut. In December of 2018, DCNET introduced Amazon Connect as part of the DCNET Contact Center catalog. Amazon Connect is offered as a usage-based service; thereby eliminating the exorbitant license fees associated with a typical Avaya contact-center deployment. While this cost model is a good fit for the smaller customer service centers, for the larger customer service centers, the Avaya platform still tends to be the preferred platform. While the Avaya platform is a far more difficult platform to integrate self-service applications, it's been an extremely reliable platform that satisfies basic contact-center needs and includes far more analytics than Amazon Connect at the moment.

Avaya announced the end of manufacturing support for Avaya Aura 6.3 on July 9th, 2018. In addition, Avaya removed all software patches and service packs from their online Product and License Delivery System. Finally, as a result of the announcement, OCTO DCNET can no longer purchase additional software entitlements if needed.

A.2.1. UPGRADE JUSTIFICATION

A.2.1.1. OCTO can no longer purchase additional contact-centers entitlements at the current software release (Aura 6.2).

A.2.1.2. Avaya announced End of Support for our current release on July 9 of 2018.

A.2.1.3. CM 8.x is the recommended release for a fully SIP environment. SIP performance on CM was highly improved by replacing and upgrading certain components of the SIP stack alleviating most of the SIP related issues.

A.3 REQUIREMENTS

A.3.1 The Contractor shall provide the following bill of material and requirements listed below.

Contract Line Item	Quantity	Part Number	Description
0001	1	185446	AVAYA COMMUNICATIONS SOLUTION
0002	1	184716	CM S8700 MULTI CONNECT MODEL UPGRADE
0003	1	307098	AVAYA DIAGONSTIC SRVR SAL GATEWAY OVA LIC:DS
0004	1	307099	AVAYA DIAGONSTIC SERVER SLA MON OVA LIC:DS
0005	6000	397092	AURA R8 CORE SUITE UPGRADE/UPLIFT SOFTWARE LIC: NU;CU;SR
0006	1716	397115	AURA SUITE R8 ASBCE R8 STANDARD SERVICES /E LIC:CU
0007	858	397116	AURA SUITE R8 ASBCE R8DVANCED SERVICES /E LIC:CU
0008	1716	397117	AURA SUITE R8 ASBCE R8 STANDARD HIGH AVAIL LIC /E LIC:CU
0009	858	397118	AURA SUITE R8 ASBCE R8 ADVANCED HIGH AVAIL LIC /E LIC:CU
0010	6000	397124	AURA SUITE R8 EQUINOX IPAD /E LIC:NU
0011	6000	397125	AURA SUITE R8 EQUINOX WIN /E LIC:CU
0012	6000	397126	AURA SUITE R8 EQUINOX MOBILE /E LIC:NU
0013	6000	397129	AURA SUITE R8 VIDEO /E LIC:NU
0014	6000	397130	AURA SUITE R8 EQUINOX MAC /E LIC:NU
0015	6000	397132	AURA SUITE R8 COMMUNICATOR FOR MS LYNC /E LIC:NU
0016	6000	397133	AURA SUITE R8 EQUINOX FOR WEB /E LIC:CU
0017	6000	397135	AURA SUITE R8 AVAYA BREEZE R3 USER /E LIC:CU
0018	6000	397141	AURA SUITE R8 AES UNIFIED DESKTOP R8 UPGRADE /E LIC:CU

Contract Line Item	Quantity	Part Number	Description
0019	6000	397142	AURA SUITE R8 PRESENCE SERVICES R8 UPGRADE /E LIC:NU
0020	1	397170	AURA R8 CM VIRTUAL PLATFORM SOLUTION UPGRADE TRACKING
0021	1	397174	AURA R8 CM VE VAPPLIANCE SYS ENABLEMENT
0022	1	397175	AURA R8 CM DUPLICATE MAC VE VAPPLIANCE SYS ENABLEMENT
0023	1	397272	AURA SYSTEM MANAGER R8 VE VAPPLIANCE SYSTEM ENABLEMENT
0024	1	397278	AURA SYSTEM MANAGER R8 UPGRADE LIC:DS
0025	1	397280	AURA SYSTEM MANAGER R8 REDUNDANCY UPGRADE LIC:DS
0026	1	397286	SYSTEM MANAGER R8 VIRTUAL PLATFORM UPGRADE SYSTEM TRACKING
0027	489	397502	CC R8 ELITE AGENT UPGRADE LIC:CU
0028	396	397516	APPL ENBLMNT R8 BASIC TSAPI UPGRADE LIC:DS;CU
0029	410	397549	APPL ENBLMNT R8 DMCC UPGRADE LIC:DS;CU
0030	3	397579	APPL ENBLMNT R8 VE VIRTUAL APPLIANCE ENABLEMENT
0031	2	397580	APPL ENBLMNT R8 NEW SYSTEM TRACKING
0032	1	397581	APPL ENBLMNT R8 UPGRADE SYSTEM TRACKING
0033	1	397586	CM R8 ASAI ALL FEATURES FOR AES LIC:DS
0034	2	397903	SESSION MANAGER R8 VE VAPPLIANCE SYSTEM ENABLEMENT
0035	2	397937	DEVICE SERVICES FOR AURA R8 VE VAPPLIANCE SYSTEM ENABLEMENT
0036	1	397946	SESSION MANAGER R8 SYSTEM UPGRADE LICENSE LIC:DS;NU;SR
0037	3	397947	SESSION MANAGER R8 ADDITIONAL SYSTEM LICENSE UPGRADE LIC:DS;NU;SR
0038	6000	398771	AURA R8 OFFICELINX R10 BASIC SEAT /E LIC:NU
0039	3	700514504	APPLICATION ENABLEMENT R8.0.1 SOFTWARE ONLY MEDIA
0040	1	232253	SUPPORT ADVANTAGE COMMUNICATION MANAGER MODEL
0041	1	284959	SA PREFER AVAYA DIAGONSTIC SRVR SAL GATEWAY OVA
0042	1	284960	UPGRADE ADVANTAGE AVAYA DIAGONSTIC SRVR SAL GATEWAY OVA
0043	1	284961	SA PREFER AVAYA DIAGONSTIC SERVER SLA MON OVA
0044	1	284962	UPGRADE ADVANTAGE AVAYA DIAGONSTIC SERVER SLA MON OVA
0045	396	343970	SA PREFER SUPT AES R8 BASIC TSAPI 1YR PREPD
0046	410	344040	SA PREFER SUPT AES R8 DMCC BASIC 1YR PREPD

Contract Line Item	Quantity	Part Number	Description
0047	1	344152	SA PREFER SUPT AES R8 ASAI FEATURES CM R8 1YR PREPD
0048	489	344159	SA PREFER SUPT CC R8 ELITE AGENT 1YR PREPD
0049	6000	344277	SA PREFER SUPT AURA R8 CORE SUITE 1YR PREPD
0050	1	344587	SA PREFER SUPT SESS MANAGER R8 SYSTEM 1YR PREPD
0051	3	344587	SA PREFER SUPT SESS MANAGER R8 SYSTEM 1YR PREPD
0052	1	344625	SA PREFER SUPT SYSTEM MANAGER R8 LIC 1YR PREPD
0053	1	185446	AVAYA COMMUNICATIONS SOLUTION
0054	1	184716	CM S8700 MULTI CONNECT MODEL UPGRADE
0055	1	397174	AURA R8 CM VE VAPPLIANCE SYS ENABLEMENT
0056	1	397175	AURA R8 CM DUPLICATE MAC VE VAPPLIANCE SYS ENABLEMENT
0057	1	397272	AURA SYSTEM MANAGER R8 VE VAPPLIANCE SYSTEM ENABLEMENT
0058	2	397903	SESSION MANAGER R8 VE VAPPLIANCE SYSTEM ENABLEMENT
0059	2	397937	DEVICE SERVICES FOR AURA R8 VE VAPPLIANCE SYSTEM ENABLEMENT
0060	1	232253	SUPPORT ADVANTAGE COMMUNICATION MANAGER MODEL
0061	1	344345	SUPT ADV PREFERRED REMOTE SITE TRACKING AURA R8

A.4 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable identified in section A.3 in accordance with the following:

Item Number	Item	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
ALL	Vendor-recommended releases (downloadable links).	Provide downloadable links.	ALL	Electronic	2 weeks from issued Purchase Order	Michael Shaw Office of the Chief Technology Officer DCNET 655 15th Street NW, 5th Floor WDC 20005 Phone: 202-715-3789 Email: mick.shaw@dc.gov
ALL	License activation codes	Provide activation codes	ALL	Electronic	2 weeks from issued Purchase Order	Michael Shaw Office of the Chief Technology Officer DCNET 655 15th Street NW, 5th Floor WDC 20005 Phone: 202-715-3789 Email: mick.shaw@dc.gov
ALL	License files	Generate and provide license files	ALL	Electronic	2 weeks from issued Purchase Order	Michael Shaw Office of the Chief Technology Officer DCNET 655 15th Street NW, 5th Floor WDC 20005 Phone: 202-715-3789 Email: mick.shaw@dc.gov

ATTACHMENT B: PRICE SCHEDULE

B.1 The Government of the District of Columbia, through the Office of Contracting and Procurement (OCP), on behalf of the Office of the Chief Technology Officer (OCTO) is seeking to purchase Avaya Aura Communication Manager 8.x upgrade entitlements for the DCNET OJS Avaya Aura Platform (Avaya STN: 0004560559). This includes the software entitlements to upgrade Avaya System Manager, two Session Managers, two Local Survivable Processors, a single Enterprise Survivable Server, an HA pair of Application Enablement Services (AES) and two core Aura Communication Manager systems. All implementation tasks will be completed by DCNET.

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

B.3 PRICE SCHEDULE

B.3.1 Base Year- Date of Award through September 30, 2019.

Contract Line Item	Part Number	Item Description	Qty.	Unit Price	Total Price
0001	185446	AVAYA COMMUNICATIONS SOLUTIONS	1	\$0.00	\$0.00
0002	184716	184716 CM S8700 MULTI CONNECT MODEL UPGRADE	1	\$0.00	\$0.00
0003	307098	AVAYA DIAGNOSTIC SRVR SAL GATEWAY OVA LIC:DS	1	\$0.00	\$0.00
0004	307099	AVAYA DIAGNOSTIC SERVER SLA MON OVA LIC:DS	1	\$0.00	\$0.00
0005	397092	AURA R8 CORE SUITE UPGRADE/UPLIFT SOFTWARE LIC: NU; CU; SR	6000	\$42.59	\$255,540.00
0006	397115	AURA SUITE R8 ASBCE R8 STANDARD SERVICES /E LIC:CU	1716	\$0.00	\$0.00
0007	397116	AURA SUITE R8 ASBCE R8 ADVANCED SERVICES /E LIC:CU	858	\$0.00	\$0.00
0008	397117	AURA SUITE R8 ASBCE R8 STANDARD HIGH AVAIL LIC /E LIC:CU	1716	\$0.00	\$0.00
0009	397118	AURA SUITE R8 ASBCE R8 ADVANCED HIGH AVAIL LIC /E LIC:CU	858	\$0.00	\$0.00
0010	397124	AURA SUITE R8 EQUINOX IPAD /E LIC:NU	6000	\$0.00	\$0.00
0011	397125	AURA SUITE R8 EQUINOX WIN /E LIC:CU	6000	\$0.00	\$0.00
0012	397126	AURA SUITE R8 EQUINOX MOBILE /E LIC:NU	6000	\$0.00	\$0.00
0013	397129	AURA SUITE R8 VIDEO /E LIC:NU	6000	\$0.00	\$0.00
0014	397130	AURA SUITE R8 EQUINOX MAC /E LIC:NU	6000	\$0.00	\$0.00

Contract Line Item	Part Number	Item Description	Qty.	Unit Price	Total Price
0015	397132	AURA SUITE R8 COMMUNICATOR FOR MS LYNC /E LIC:NU	6000	\$0.00	\$0.00
0016	397133	AURA SUITE R8 EQUINOX FOR WEB /E LIC:CU	6000	\$0.00	\$0.00
0017	397135	AURA SUITE R8 AVAYA BREEZE R3 USER /E LIC:CU	6000	\$0.00	\$0.00
0018	397141	AURA SUITE R8 AES UNIFIED DESKTOP R8 UPGRADE /E LIC:CU	6000	\$0.00	\$0.00
0019	397142	AURA SUITE R8 PRESENCE SERVICES R8 UPGRADE /E LIC:NU	6000	\$0.00	\$0.00
0020	397170	AURA R8 CM VIRTUAL PLATFORM SOLUTION UPGRADE TRACKING	1	\$0.00	\$0.00
0021	397174	AURA R8 CM VE VAPPLIANCE SYS ENABLEMENT	1	\$0.00	\$0.00
0022	397175	AURA R8 CM DUPLICATE MAC VE VAPPLIANCE SYS ENABLEMENT	1	\$0.00	\$0.00
0023	397272	AURA SYSTEM MANAGER R8 VE VAPPLIANCE SYSTEM ENABLEMENT	1	\$0.00	\$0.00
0024	397278	AURA SYSTEM MANAGER R8 UPGRADE LIC:DS	1	\$0.00	\$0.00
0025	397280	AURA SYSTEM MANAGER R8 REDUNDANCY UPGRADE LIC:DS	1	\$0.00	\$0.00
0026	397286	SYSTEM MANAGER R8 VIRTUAL PLATFORM UPGRADE SYSTEM TRACKING	1	\$0.00	\$0.00
0027	397502	CC R8 ELITE AGENT UPGRADE LIC:CU	489	\$112.56	\$55,041.84
0028	397516	APPL ENBLMNT R8 BASIC TSAPI UPGRADE LIC:DS:CU	396	\$7.89	\$3,124.44
0029	397549	APPL ENBLMNT R8 DMCC UPGRADE LIC:DS:CU	410	\$7.89	\$3,234.90
0030	397579	APPL ENBLMNT R8 VE VIRTUAL APPLIANCE ENABLEMENT	3	\$0.00	\$0.00
0031	397580	APPL ENBLMNT R8 NEW SYSTEM TRACKING	2	\$0.00	\$0.00
0032	397581	APPL ENBLMNT R8 UPGRADE SYSTEM TRACKING	1	\$0.00	\$0.00
0033	397586	CM R8 ASAI ALL FEATURES FOR AES LIC:DS	1	\$28,087.22	\$28,087.22
0034	397903	SESSION MANAGER R8 VE VAPPLIANCE SYSTEM ENABLEMENT	2	\$0.00	\$0.00
0035	397937	DEVICE SERVICES FOR AURA R8 VE VAPPLIANCE SYSTEM ENABLEMENT	2	\$0.00	\$0.00
0036	397946	SESSION MANAGER R8 SYSTEM UPGRADE LICENSE LIC:DS; NU; SR	1	\$0.00	\$0.00

Contract Line Item	Part Number	Item Description	Qty.	Unit Price	Total Price
0037	397947	SESSION MANAGER R8 ADDITIONAL SYSTEM LICENSE UPGRADE LIC:DS;NU;SR	3	\$0.00	\$0.00
0038	398771	AURA R8 OFFICELINX R10 BASIC SEAT /E LIC:NU	6000	\$0.00	\$0.00
0039	700514504	APPLICATION ENABLEMENT R8.0.1 SOFTWARE ONLY MEDIA	3	\$16.89	\$50.67
0040	232253	SUPPORT ADVANTAGE COMMUNICATION MANAGER MODEL	1	\$0.00	\$0.00
0041	284959	SA PREFER AVAYA DIAGONSTIC SRVR SAL GATEWAY OVA	1	\$0.00	\$0.00
0042	284960	UPGRADE ADVANTAGE AVAYA DIAGONSTIC SRVR SAL GATEWAY OVA	1	\$0.00	\$0.00
0043	284961	SA PREFER AVAYA DIAGONSTIC SERVER SLA MON OVA	1	\$0.00	\$0.00
0044	284962	UPGRADE ADVANTAGE AVAYA DIAGONSTIC SERVER SLA MON OVA	1	\$0.00	\$0.00
0045	343970	SA PREFER SUPT AES R8 BASIC TSAPI 1month	396	\$0.33	\$130.68
0046	344040	SA PREFER SUPT AES R8 DMCC BASIC 1month	410	\$0.33	\$135.30
0047	344152	SA PREFER SUPT AES R8 ASAI FEATURES CM R8	1	\$413.04	\$413.04
0048	344159	SA PREFER SUPT CC R8 ELITE AGENT 1month	489	\$6.32	\$3,041.58
0049	344277	SA PREFER SUPT AURA R8 CORE SUITE 1month	6000	\$2.49	\$14,940.00
0050	344587	SA PREFER SUPT SESS MANAGER R8 SYSTEM 1month	1	\$0.00	\$0.00
0051	344587	SA PREFER SUPT SESS MANAGER R8 SYSTEM 1 month	3	\$0.00	\$0.00
0052	344625	SA PREFER SUPT SYSTEM MANAGER R8 LIC 1month	1	\$0.00	\$0.00
0053	185446	AVAYA COMMUNICATIONS SOLUTION	1	\$0.00	\$0.00
0054	184716	CM S8700 MULTI CONNECT MODEL UPGRADE	1	\$0.00	\$0.00
0055	397174	AURA R8 CM VE VAPPLIANCE SYS ENABLEMENT	1	\$0.00	\$0.00
0056	397175	AURA R8 CM DUPLICATE MAC VE VAPPLIANCE SYS ENABLEMENT	1	\$0.00	\$0.00
0057	397272	AURA SYSTEM MANAGER R8 VE VAPPLIANCE SYSTEM ENABLEMENT	1	\$0.00	\$0.00
0058	397903	SESSION MANAGER R8 VE VAPPLIANCE SYSTEM ENABLEMENT	2	\$0.00	\$0.00

Contract Line Item	Part Number	Item Description	Qty.	Unit Price	Total Price
0059	397937	DEVICE SERVICES FOR AURA R8 VE VAPPLIANCE SYSTEM ENABLEMENT	2	\$0.00	\$0.00
0060	232253	SUPPORT ADVANTAGE COMMUNICATION MANAGER MODEL	1	\$0.00	\$0.00
0061	344345	SUPT ADV PREFERRED REMOTE SITE TRACKING AURA R8	1	\$0.00	\$0.00
Grand Total					\$363,739.67

B.3.6 PRICE SCHEDULE SUMMARY

Item No.	Period of Performance	Total Price
0001	Base Period Item No: 0001-0006	\$363,739.67
Grand Total for B.3		\$363,739.67

ATTACHMENT C INSURANCE

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. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

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 insureds 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 Grantee 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 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 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).

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 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 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

\$10,000,000 per occurrence or claim, \$10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by 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, 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. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

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.** 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 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

Reginald C. Whitley
Office of Contracting and Procurement
200 I Street, SE Fifth Floor, 5410-H
Washington, DC 20003
Telephone: 202-478-5867
E-mail: reginald.whitley@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.