GOVERNMENT OF THE DISTRICT OF COLUMBIA			1.REC	1.REQUISITION NUMBER PAGE		PAGE					
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Email:	adamald@da aasi	Yolanda Mcl	Donald			(202	(202) 727-8704			01/13/2022	
9. ISSUED BY	cdonald@dc.gov		10.	THIS ACQU	JISITION IS	11. DELIVERY FOR FOB				12. PAYMENT DISCOUNT	
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ITEM NO.		SCHEDULE OF SUI		CES		(	QUANTIT Y	UNIT	UNIT P		AMOUNT
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0009	(See Pricing Sch		ment B)								
25. ACCOU	NTING AND APPROPRIA	TION DATA				26. TO	OTAL AWAR	RD (FOR GO	VT. USE ONLY)		
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	E ISSUING OFFICE. CON L ITEMS SET FORTH OR			SH AND THIS TASK ORDER IN THE FOLLOWING PRIORITY: (1) CONTRACTOR'							
ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONAL SPECIFIED HEREIN, THIS ORDER IS ISSUED SUBJECT TO THE TERM			CONDITIONS		THE DC SUI	PPLY SO	CHEDULE (	CONTRA	CT, FEDERA	L SUPPLY	SCHEDULE
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29A. SIGNATURE OF OFF CONTRACTOR				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OF							
H/s—				Chris Yi  Digitally signed by Ch Date: 2022.01.28 13:29							
29B. NAME A	ND TITLE OF SIGNER (IN	TPE OR PRINT)	29C. DATE S	IGNED	30B. NAME	OF CON	NTRACTING	G OFFICE	R (TYPE OR PRI		30C DATE SIGNED
										- 19	
KEN PI	TTMAN		01/28/2	2022	Chris Yi						
	Contracting Officer										

## 1. Services Required

The Office of Contracting and Procurement (OCP), on behalf of The Office of the Chief Technology Officer (OCTO), Citywide Information Security (CWITS), seeks to procure a new subscription for Cloudflare platform.

#### 2. Contract Number

DCSS CW58725

#### 3. Task Order Number

CW96963

#### 4. Term of Contract

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

#### 4.1 Option to Extend the Term of the Contract

- 4.1.1 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.
- **4.1.2** If the District exercises this option, the extended contract shall be considered to include this option provision.
- **4.1.3** The price for the option period shall be as specified in the Section B of the contract.
- **4.1.4** 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
441 4th Street N.W., Washington, D.C. 20001
Telephone: 202.724.5069

E-mail: Chris.Yi@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 no adjustment

## 6. Contract Administrator (CA)

The CA is responsible for the technical administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work

conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in writing by the Contracting Officer. The CA for this task order is:

Suneel Cherukuri, Chief Information Security Officer Office of the Chief Technology Officer 200 I Street S.E., Washington, DC 20003 Telephone: (202) 741-5008

E-mail: Suneel.cherukuri@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 and wish to propose different insurance requirements than outlined below, 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 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.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) 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 Contractor and subcontractors.

#### **B.** INSURANCE REQUIREMENTS

- 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.
- 2. <u>Automobile Liability Insurance</u> 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.

 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.

<u>Employer's Liability Insurance</u> - 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 paragraphs 1, 2 and 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 \$2,000,000 per occurrence or claim, \$2,000,000 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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
- 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. Limits may not be shared with other lines of coverage.
- 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.

#### C. 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.

D. 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 nonconstruction related contracts.

- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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

Chris Yi, CFCM, CPPB

Supervisory Contract Specialist

Servicing: Office of the Chief Technology Officer Office of Contracting & Procurement

200 I Street SE Suite 5410 Washington, DC 20003 Telephone: (202) 724-5069 Email: chris.yi@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).

- J. 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.
- K. 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 District.

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

#### Statement of Work

#### A.1 Scope

The Office of Contracting and Procurement (OCP), on behalf of The Office of the Chief Technology Officer (OCTO), Citywide Information Security (CWITS) seeks to procure a new subscription for Cloudflare platform.

## A.2 Applicable Documents

None

#### A.3 Definitions

None

#### A.4 Background

OCTO/DC-Net operates and maintains the optical fiber voice/data network for the District of Columbia Government supporting the communications and data processing needs of the District, including the schools, police, fire/emergency medical, and its various supporting agencies as well as community service agencies.

## A.5 Requirements

## **A.5.1** The Contractor shall provide the following bill of materials:

Item Number	Part Number	Product Description	Qty	Unit
0001	DN-DNS-001-00000	Managed DNS - Authoritative DNS (300M requests/month)	1	each
0002	CM-CF-11921	Advanced Certificate Manager (15 Domains)	1	each
0003	WAF-CF	Web Application Firewall	1	each
0004	SU-SEN-001-00000	Premium Success	1	each
0005	RBAC-CF	Enterprise Plan	1	each
0006	WKRS0CF-00111	Workers (10M requests/month)	1	each
0007	LB-001CF	Load Balancing (400 origins)	1	each
8000		Rate Limiting (300M requests/month)	1	each
0009		Bot Management (180M requests/month)	1	each

## A.5.2 Contractor shall provide a Direct Authorized Reseller Certificate from the Manufacturer.

#### **A.5.3** The Contractor shall send subscription details to the following contact person:

Suneel Cherukuri CISO, Office of the Chief Technology Officer 200 I St. SE, Washington, DC 20003, 4<sup>th</sup> Floor

Phone: (202) 741-5008

Email: Suneel.Cherukuri@dc.gov

#### A.5.5 Deliverables

There are no deliverables for this engagement

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

- **B.1** The Office of Contracting and Procurement (OCP), on behalf of The Office of the Chief Technology Officer (OCTO), Citywide Information Security (CWITS) seeks to procure a new subscription for Cloudflare platform.
- **B.2** The District contemplates award of a Firm Fixed Price contract in accordance with 27 DCMR Chapter 24.

#### **B.3** PRICE SCHEDULE

## **B.3.1** Base Year (One year from date of award)

Item Number	Part Number	Product Description	Qty	Unit	Extended Price
0001	DN-DNS-001- 00000	Managed DNS - Authoritative DNS (300M requests/month)			\$144,445.00
0002	CM-CF-11921	Advanced Certificate Manager (15 Domains)			
0003	WAF-CF	Web Application Firewall		1 each	
0004	SU-SEN-001- 00000	Premium Success	] ,		
0005	RBAC-CF	Enterprise Plan	] 1		
0006	WKRS0CF- 00111	Workers (10M requests/month)			
0007	LB-001CF	Load Balancing (400 origins)			
0008		Rate Limiting (300M requests/month)			
0009		Bot Management (180M requests/month)			
		B.3.1 Bas	e Year	Total	\$144,445.00

## **B.3.2** Option Year One

Item Number	Part Number	Product Description	Qty	Unit	Extended Price
1001	DN-DNS-001- 00000	Managed DNS - Authoritative DNS (300M requests/month)			\$148,808.00
1002	CM-CF-11921	Advanced Certificate Manager (15 Domains)			
1003	WAF-CF	Web Application Firewall	]		
1004	SU-SEN-001- 00000	Premium Success		l each	
1005	RBAC-CF	Enterprise Plan	1		
1006	WKRS0CF- 00111	Workers (10M requests/month)			
1007	LB-001CF	Load Balancing (400 origins)			
1008		Rate Limiting (300M requests/month)			
1009		Bot Management (180M requests/month)			
		ar One	Total	\$148,808.00	

## **B.3.3** Option Year Two

Item					Extended
Number	Part Number	Product Description	Qty	Unit	Price
2001	DN-DNS-001-	Managed DNS -			\$153,302.00
	00000	Authoritative DNS			
		(300M			
		requests/month)			
2002	CM-CF-11921	Advanced Certificate			
		Manager (15 Domains)			
2003	WAF-CF	Web Application			
		Firewall			
2004	SU-SEN-001-	Premium Success			
	00000		1	1	
2005	RBAC-CF	Enterprise Plan		each	
2006	WKRS0CF-	Workers (10M			
	00111	requests/month)			
2007	LB-001CF	Load Balancing (400			
		origins)			
2008		Rate Limiting (300M			
		requests/month)			
2009		Bot Management			
		(180M			
		requests/month)			
		B.3.3 Option	Year '	Two Total	\$153,302.00

# **B.3.4** Option Year Three

Item Number	Part Number	Product Description	Qty	Unit	Extended Price	
3001	DN-DNS-001- 00000	Managed DNS - Authoritative DNS (300M requests/month)				\$157,932.00
3002	CM-CF-11921	Advanced Certificate Manager (15 Domains)				
3003	WAF-CF	Web Application Firewall				
3004	SU-SEN-001- 00000	Premium Success				
3005	RBAC-CF	Enterprise Plan	1	each		
3006	WKRS0CF- 00111	Workers (10M requests/month)				
3007	LB-001CF	Load Balancing (400 origins)				
3008		Rate Limiting (300M requests/month)				
3009		Bot Management (180M requests/month)				
		B.3.4 Option Year	Three	Total	\$157,932.00	

## **B.3.5** Option Year Four

Item Number	Part Number	Product Description	Qty	Unit	Extended Price
4001	DN-DNS-001- 00000	Managed DNS - Authoritative DNS (300M requests/month)			\$162,700.00
4002	CM-CF-11921	Advanced Certificate Manager (15 Domains)			
4003	WAF-CF	Web Application Firewall		each	
4004	SU-SEN-001-00000	Premium Success	]		
0005	RBAC-CF	Enterprise Plan	1		
4006	WKRS0CF-00111	Workers (10M requests/month)			
4007	LB-001CF	Load Balancing (400 origins)			
4008		Rate Limiting (300M requests/month)			
4009		Bot Management (180M requests/month)			
	*	B.3.5 Option Ye	ar Fou	r Total	\$162,700.00

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

- a. The Contractor is required to comply with Mayor's Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the District government, Contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification.
- b. The Contractor is required to comply with City Administrator's Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.