

| | | | | | | | |
|--|---|---|---|--|--|---|--|
| GOVERNMENT OF THE DISTRICT OF COLUMBIA REQUEST FOR TASK ORDER BIDS (SERVICES) BIDDER/OFFEROR TO COMPLETE BLOCKS 4,12, 15,18A, 23, 24 and 29 | | | | 1. REQUISITION NUMBER RK184342 | | PAGE 1 of 43 | |
| 2. TASK ORDER AGREEMENT NO. | | 3. AWARD/EFFECTIVE DATE See 30C below | | 4. DCSS CONTRACT NUMBER | | 5. SOLICITATION NUMBER DCCB-2021-T-0024 | |
| 7. FOR SOLICITATION INFORMATION CONTACT EMAIL: oag.businessopportunities@dc.gov | | A. NAME Janice Parker Watson | | B. TELEPHONE (No Collect Calls) (202) 442-9882 | | 8. OFFER DUE BY 2:00 PM: September 13, 2021 | |
| 9. ISSUED BY Office of the Attorney General Support Services Division/ Procurement Unit 400 6th Street NW, Suite 2200 Washington, DC 20001-5790 | | | 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE %FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> DCSS | | 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 or ____% ____days |
| 15. CONTRACTOR / OFFEROR | | | 16. PAYMENT WILL BE MADE BY SEE SECTION G.3 Office of Finance and Resource Management Accounts Payable 441 4th Street NW, Suite 890N Washington, DC 20001 | | | | |
| 17. DELIVER TO D.C. Office of the Attorney General Office of the Chief Information Officer 601 D Street NW Washington, DC 20001-5790 | | | 18. ADMINISTERED BY D.C. Office of the Attorney General Office of the Chief Information Officer 400 6th Street NW, 7th Floor Washington, DC 20001-5790 | | | | |
| 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 ESTIMATED AMOUNT |
| 0001 to 0011 | Lease of Information Technology Equipment as described in Section C, the Statement of Work. Prices shall be inclusive of all costs associated with providing the required services, including, but not limited to labor, material, transportation, overhead, general and administrative costs, finance charges and profit. | | | SEE | SECTION | B | |
| ACCOUNTING AND APPROPRIATION DATA ENCUMBRANCE CODE: | | | | | 26. TOTAL AWARD (FOR GOVT. USE ONLY) | | |
| 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 DELIVERY ORDER IN THE FOLLOWING PRIORITY: (1) THIS DELIVERY/TASK ORDER; (2) CONTRACTOR'S BID/OFFER; (3) THE DCSS 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) | | | 29C. DATE SIGNED | 30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) | | 30C DATE SIGNED | |

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

B.1 The Office of Attorney General for the District of Columbia (OAG) is seeking one or more DC Supply Schedule Contractors to provide leasing services for end-user devices and data center equipment as set forth in Section C under the following DCSS CLIN also hereinafter referred to as SIN:

| CLIN | DESCRIPTION – GSA Special Item Number (SIN) |
|-------------|--|
| 0001 | 132-3 Rental or Lease of Information Technology Equipment |

B.2 OAG contemplates award of one of more indefinite delivery, indefinite quantity contracts with firm fixed unit prices for each category of IT equipment.

B.3 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY

This RFTOB is designated only for certified small business enterprise (SBE) bidders under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended.

B.4 OAG intends to make up to two awards resulting from this solicitation to the responsive and responsible bidder(s) submitting the lowest bid(s) meeting or exceeding the requirements set forth herein and is most advantageous to the OAG. Awards resulting from this solicitation shall constitute mutually agreed lease agreement(s) as described in Section C and H.

B.5 PRICE SCHEDULE – FIXED UNIT PRICES

B.4.1 Bidders shall submit firm fixed unit prices for each Contract Line-Item Number (CLIN) for the base term and each subsequent option year.

B.4.2 The quantities of equipment/assets for the option terms will be identified after an assessment of the inventory prior to the exercise of the option.

B.4.3 BASE TERM (October 1, 2021 through September 30, 2022)

LEASE OF THE FOLLOWING:

| Contract Line Item No. (CLIN) | Description of Service or Product | Quantity | Unit of Issue | Fixed Unit Price | Total Amount |
|---|--|-------------------------|----------------------|-------------------------|---------------------|
| Shipment 1 | | | | | |
| 0001 | Lenovo ThinkAgile VX3320 Appliance (7Y93S9E600) | 8 | LOT | \$ | \$ |
| 0002 | Shipping, Delivery and Setup | 8 Hours | LOT | \$ | \$ |
| Shipment 2 | | | | | |
| Contract Line Item No. (CLIN) | Description of Service or Product | Quantity | Unit of Issue | Fixed Unit Price | Total Amount |
| 0003 | Lenovo End-User Device T14 AMD Gen1 (20UES0P000) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 0004 | Lenovo End-User Device L14 AMD G2 (20X6S01C00) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 0005 | Lenovo End-User Device T14 Intel Gen2 - 20W1S22F00 | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 0006 | Lenovo End-User Device L14 Intel Gen2 - 20X2S1PU00 | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 0007 | Lenovo End-User Device L15 Gen2 (20X4S2HY00) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 0008 | Lenovo End-User Device T15 Gen1 (20U8S2FB00) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 0009 | Lenovo End-User Device T15 Gen2 (20W5S0YC00) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 0011 | Shipping/Delivery | | LOT | \$ | \$ |
| B.5.1 BASE YEAR TOTAL MAXIMUM AMOUNT | | | | | |

± THE FIXED UNIT PRICE FOR THE END-USER DEVICES SHALL INCLUDE THE PROPOSED LEASING FINANCE CHARGES, CLOSING COSTS, LATEST WINDOWS OS PROFESSIONAL EDITION OTHER MISCELLANEOUS COSTS ASSOCIATED WITH THE LEASE PROGRAM.

The fixed rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

B.4.4 OPTION YEAR ONE (October 1, 2021 through September 30, 2022)

| Contract Line-Item No. (CLIN) | Description of Service or Product | QTY | Unit of Issue | Fixed Unit Price | Total Amount |
|-------------------------------|--|-------------------------|---------------|------------------|--------------|
| Shipment 1 | | | | | |
| 1001 | Lenovo ThinkAgile VX3320 Appliance (7Y93S9E600) | 8 | LOT | \$ | \$ |
| 1002 | Shipping/Delivery | 8 | LOT | \$ | \$ |
| Shipment 2 | | | | | |
| 1003 | Lenovo End-User Device T14 AMD Gen1 (20UES0P000) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1004 | Lenovo End-User Device L14 AMD G2 (20X6S01C00) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1005 | Lenovo End-User Device T14 Intel Gen2 - 20W1S22F00 | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1006 | Lenovo End-User Device L14 Intel Gen2 -20X2S1PU00 | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1007 | Lenovo End-User Device L15 Gen2 (20X4S2HY00) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1008 | Lenovo End-User Device T15 Gen1 (20U8S2FB00) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1009 | Lenovo End-User Device T15 Gen2 (20W5S0YC00) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1011 | Shipping/Delivery | Minimum 1 – Maximum 200 | LOT | \$ | \$ |

| Contract Line-Item No. (CLIN) | Description of Service or Product | QTY | Unit of Issue | Fixed Unit Price | Total Amount |
|---|-----------------------------------|-----|---------------|------------------|--------------|
| B.5.1 OPTION YEAR ONE TOTAL MAXIMUM AMOUNT | | | | | |

THE FIXED UNIT PRICE FOR THE END-USER DEVICES SHALL INCLUDE THE PROPOSED LEASING FINANCE CHARGES, CLOSING COSTS, LATEST WINDOWS OS PROFESSIONAL EDITION OTHER MISCELLANEOUS COSTS ASSOCIATED WITH THE LEASE PROGRAM.

B.4.4 OPTION YEAR ONE (October 1, 2021 through September 30, 2022)

| Contract Line-Item No. (CLIN) | Description of Service or Product | QTY | Unit of Issue | Fixed Unit Price | Total Amount |
|-------------------------------|--|-------------------------|---------------|------------------|--------------|
| Shipment 1 | | | | | |
| 1001 | Lenovo ThinkAgile VX3320 Appliance (7Y93S9E600) | 8 | LOT | \$ | \$ |
| 1002 | Shipping/Delivery | 8 | LOT | \$ | \$ |
| Shipment 2 | | | | | |
| 1003 | Lenovo End-User Device T14 AMD Gen1 (20UES0P000) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1004 | Lenovo End-User Device L14 AMD G2 (20X6S01C00) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1005 | Lenovo End-User Device T14 Intel Gen2 - 20W1S22F00 | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1006 | Lenovo End-User Device L14 Intel Gen2 -20X2S1PU00 | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1007 | Lenovo End-User Device L15 Gen2 (20X4S2HY00) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1008 | Lenovo End-User Device T15 Gen1 (20U8S2FB00) | Minimum 1 – Maximum | EA | \$ | \$ |

| Contract Line-Item No. (CLIN) | Description of Service or Product | QTY | Unit of Issue | Fixed Unit Price | Total Amount |
|---|--|-------------------------|---------------|------------------|--------------|
| | | 200 | | | |
| 1009 | Lenovo End-User Device T15 Gen2 (20W5S0YC00) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1011 | Shipping/Delivery | Minimum 1 – Maximum 200 | LOT | \$ | \$ |
| B.5.1 OPTION YEAR ONE TOTAL MAXIMUM AMOUNT | | | | | |

THE FIXED UNIT PRICE FOR THE END-USER DEVICES SHALL INCLUDE THE PROPOSED LEASING FINANCE CHARGES, CLOSING COSTS, LATEST WINDOWS OS PROFESSIONAL EDITION OTHER MISCELLANEOUS COSTS ASSOCIATED WITH THE LEASE PROGRAM.

B.4.5 OPTION YEAR TWO (October 1, 2022 through September 30, 2023)

| Contract Line-Item No. (CLIN) | Description of Service or Product | QTY | Unit of Issue | Fixed Unit Price | Total Amount |
|-------------------------------|--|-------------------------|---------------|------------------|--------------|
| Shipment 1 | | | | | |
| 1001 | Lenovo ThinkAgile VX3320 Appliance (7Y93S9E600) | 8 | LOT | \$ | \$ |
| 1002 | Shipping/Delivery | 8 | LOT | \$ | \$ |
| Shipment 2 | | | | | |
| 1003 | Lenovo End-User Device T14 AMD Gen1 (20UES0P000) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1004 | Lenovo End-User Device L14 AMD G2 (20X6S01C00) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1005 | Lenovo End-User Device T14 Intel Gen2 - 20W1S22F00 | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1006 | Lenovo End-User Device L14 | Minimum | EA | \$ | \$ |

| Contract Line-Item No. (CLIN) | Description of Service or Product | QTY | Unit of Issue | Fixed Unit Price | Total Amount |
|---|--|----------------------------------|---------------|------------------|--------------|
| | Intel Gen2 -20X2S1PU00 | 1 – Maximum 200 | | | |
| 1007 | Lenovo End-User Device L15 Gen2 (20X4S2HY00) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1008 | Lenovo End-User Device T15 Gen1 (20U8S2FB00) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1009 | Lenovo End-User Device T15 Gen2 (20W5S0YC00) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1011 | Shipping/Delivery | Minimum 1 – Maximum 200 | LOT | \$ | \$ |
| B.5.1 OPTION YEAR TWO TOTAL MAXIMUM AMOUNT | | | | | |

B.4.6 OPTION YEAR THREE (October 1, 2023 through September 30, 2024)

| Contract Line-Item No. (CLIN) | Description of Service or Product | QTY | Unit of Issue | Fixed Unit Price | Total Amount |
|-------------------------------|--|----------------------------------|---------------|------------------|--------------|
| Shipment 1 | | | | | |
| 1001 | Lenovo ThinkAgile VX3320 Appliance (7Y93S9E600) | 8 | LOT | \$ | \$ |
| 1002 | Shipping/Delivery | 8 | LOT | \$ | \$ |
| Shipment 2 | | | | | |
| 1003 | Lenovo End-User Device T14 AMD Gen1 (20UES0P000) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1004 | Lenovo End-User Device L14 AMD G2 (20X6S01C00) | Minimum 1 – Maximum 200 | EA | \$ | \$ |

| Contract Line-Item No. (CLIN) | Description of Service or Product | QTY | Unit of Issue | Fixed Unit Price | Total Amount |
|---|--|-------------------------|---------------|------------------|--------------|
| 1005 | Lenovo End-User Device T14 Intel Gen2 - 20W1S22F00 | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1006 | Lenovo End-User Device L14 Intel Gen2 -20X2S1PU00 | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1007 | Lenovo End-User Device L15 Gen2 (20X4S2HY00) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1008 | Lenovo End-User Device T15 Gen1 (20U8S2FB00) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1009 | Lenovo End-User Device T15 Gen2 (20W5S0YC00) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1011 | Shipping/Delivery | Minimum 1 – Maximum 200 | LOT | \$ | \$ |
| B.5.1 OPTION YEAR THREE TOTAL MAXIMUM AMOUNT | | | | | |

B.4.7 OPTION YEAR FOUR (October 1, 2024 through September 30, 2025)

| Contract Line-Item No. (CLIN) | Description of Service or Product | QTY | Unit of Issue | Fixed Unit Price | Total Amount |
|-------------------------------|--|-------------------------|---------------|------------------|--------------|
| Shipment 1 | | | | | |
| 1001 | Lenovo ThinkAgile VX3320 Appliance (7Y93S9E600) | 8 | LOT | \$ | \$ |
| 1002 | Shipping/Delivery | 8 | LOT | \$ | \$ |
| Shipment 2 | | | | | |
| 1003 | Lenovo End-User Device T14 AMD Gen1 (20UESOP000) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1004 | Lenovo End-User Device L14 | Minimum | EA | \$ | \$ |

| Contract Line-Item No. (CLIN) | Description of Service or Product | QTY | Unit of Issue | Fixed Unit Price | Total Amount |
|--|--|----------------------------------|----------------------|-------------------------|---------------------|
| | AMD G2 (20X6S01C00) | 1 – Maximum 200 | | | |
| 1005 | Lenovo End-User Device T14 Intel Gen2 - 20W1S22F00 | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1006 | Lenovo End-User Device L14 Intel Gen2 -20X2S1PU00 | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1007 | Lenovo End-User Device L15 Gen2 (20X4S2HY00) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1008 | Lenovo End-User Device T15 Gen1 (20U8S2FB00) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1009 | Lenovo End-User Device T15 Gen2 (20W5S0YC00) | Minimum 1 – Maximum 200 | EA | \$ | \$ |
| 1011 | Shipping/Delivery | Minimum 1 – Maximum 200 | LOT | \$ | \$ |
| B.5.1 OPTION YEAR FOUR TOTAL MAXIMUM AMOUNT | | | | | |

THE FIXED UNIT PRICE FOR THE END-USER DEVICES SHALL INCLUDE THE PROPOSED LEASING FINANCE CHARGES, CLOSING COSTS, LATEST WINDOWS OS PROFESSIONAL EDITION OTHER MISCELLANEOUS COSTS ASSOCIATED WITH THE LEASE PROGRAM.

SECTION C: SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE

C.1.1 OAG is seeking qualified Contractors to provide lease agreements for computing devices and server infrastructure and asset management for all OAG locations. The Contractor shall provide an accurate inventory with serial numbers and decals and maintain the inventory of the items delivered to OAG.

C.1.2 OAG aims to engage Contractor(s) to provide technology resources dedicated to the following functional areas:

- Computing Devices (specifications listed below) and Leasing Agreement
- Shipping/Delivery Services
- Tracking and Managing the Leased Inventory

C.2 BACKGROUND

The OAG Office of Information Technology provides staff management and engineering, Windows and Mac OS image and enterprise client software management, on-site tech support and helpdesk support and training to the OAG staff consisting of approximately 750 employees and contractor staff, the majority of whom work remotely.

OAG endeavors to replace laptop computers more than four years old, and consolidate server and storage devices that are a decade old.

C.3 APPLICABLE DOCUMENTS

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

| Item No. | Document Type | Title | Date |
|-----------------|----------------------|--|-------------|
| 1 | Federal | OMB Circular A-11 - Preparation, Submission, and Execution of the Budget | Most recent |

C.4 DEFINITIONS

No special terms.

C.5 REQUIREMENTS

C.5.1 DEVICE REQUIREMENTS (CLIN 0001 to CLIN 0011 and CLIN 1001 to CLIN 4011):

C.5.1.1 Devices delivered must be new, meet the specifications below and fully functional upon arrival. At the time of the solicitation due date, the Contractor must be authorized

by manufacturers to sell units specified herein. Offers for equal products must include descriptive literature to show that the offered product meets the salient characteristics in the solicitation. Computing device specifications are as follows:

C.5.1.2 Specifications for CLIN 0001 and 1001 through 4001)

| | | | |
|---------------------------------------|--|--|------------|
| Brand Name | Lenovo | | |
| Description of the Item | Lenovo ThinkAgile VX3320 Appliance | | |
| Configuration for 8 Appliances | Components | Description | Qty |
| | 7Y93S9E600 | Lenovo ThinkAgile VX3320 Appliance | 8 |
| | B1DK | ThinkAgile VX 1U 2.5" 10 Bay Chassis | 1 |
| | B4HS | Intel Xeon Silver 4210 10C 85W 2.2GHz Processor | 2 |
| | B4H3 | ThinkSystem 32GB TruDDR4 2933MHz (2Rx4 1.2V) RDIMM | 1 |
| | B5T0 | ThinkSystem Broadcom 57414 10/25GbE SFP28 2-port PCIe Ethernet Adapter | 1 |
| | B5MC | vSAN All Flash Config | 1 |
| | B8HU | ThinkSystem 2.5" PM1645a 800GB Mainstream SAS 12Gb Hot Swap SSD | 2 |
| | B8JP | ThinkSystem 2.5" 5300 3.84TB Entry SATA 6Gb Hot Swap SSD | 4 |
| | AVWB | ThinkSystem 1100W (230V/115V) Platinum Hot-Swap Power Supply | 2 |
| | 6400 | 2.8m, 13A/100-250V, C13 to C14 Jumper Cord | 2 |
| B88T | VMware ESXi 6.7 U3 (factory installed) | 1 | |

| Brand Name | | | |
|------------|--------|--|---|
| | Lenovo | | |
| | B0W3 | XClarity Pro | 1 |
| | BEUR | VMware vSphere 7 Enterprise Plus | 1 |
| | BELN | VMware vSAN 7 Advanced | 1 |
| | B2QC | Customer provided | 1 |
| | B3XR | 5 Year | 1 |
| | B4Z6 | None (If ThinkAgile Deployment services are not selected, Lenovo strongly recommends that approved business partners perform the deployment) | 1 |
| | AUWC | ThinkSystem SR530/SR570/SR630 x8/x16 PCIe LP+LP Riser 1 Kit | 1 |
| | AUWQ | Lenovo ThinkSystem 1U LP+LP BF Riser Bracket | 1 |
| | AUPW | ThinkSystem XClarity Controller Standard to Enterprise Upgrade | 1 |
| | AXCB | ThinkSystem Toolless Slide Rail Kit with 1U CMA | 1 |
| | B0MJ | Feature Enable TPM 1.2 | 1 |
| | AUW9 | ThinkSystem 1U 2.5" 4 AnyBay 10-Bay Backplane | 1 |
| | 5977 | Select Storage devices - no configured RAID required | 1 |
| | AUNM | ThinkSystem 430-16i SAS/SATA 12Gb HBA | 1 |
| | AUMV | ThinkSystem M.2 with Mirroring Enablement Kit | 1 |
| | AUUV | ThinkSystem M.2 128GB SATA 6Gbps Non-Hot Swap SSD | 2 |
| | B7Y0 | Enable IPMI-over-LAN | 1 |

| Brand Name | Lenovo | | |
|------------|--------|--|---|
| | AUWV | 10x2.5"Cable Kit (1U) | 1 |
| | AVKG | ThinkSystem SR630 MB to 10x2.5" HDD BP NVME cable | 1 |
| | AUTJ | ThinkSystem common Intel Label | 1 |
| | B1DS | VX Badge 1 | 1 |
| | B13M | ThinkAgile EIA Plate | 1 |
| | B44C | VX 1U Lenovo Agency Label | 1 |
| | B265 | ThinkAgile VX Pubkit | 1 |
| | AURR | ThinkSystem M3.5 Screw for Riser 2x2pcs and Planar 5pcs | 2 |
| | AUWL | Lenovo ThinkSystem 1U LP Riser Dummy | 1 |
| | AUW7 | ThinkSystem SR630 4056 Fan Module | 2 |
| | AUWF | Lenovo ThinkSystem Super Cap Holder Dummy | 1 |
| | B173 | Companion Part for XClarity Controller Standard to Enterprise Upgrade in Factory | 1 |
| | AUWG | Lenovo ThinkSystem 1U VGA Filler | 1 |
| | AVEN | ThinkSystem 1x1 2.5" HDD Filler | 4 |
| | AUTQ | ThinkSystem small Lenovo Label for 24x2.5"/12x3.5"/10x2.5" | 1 |
| | AVJ2 | ThinkSystem 4R CPU HS Clip | 2 |
| | AUTA | XCC Network Access Label | 1 |
| | AULP | ThinkSystem 1U CPU Heatsink | 2 |
| | AUT8 | ThinkSystem 1100W RDN PSU Caution Label | 1 |
| | AUX0 | ThinkSystem Package for SR630 | 1 |

C.5.1.3 Specifications for CLIN 0003 and 1003- through 4003.

| Part Number | Description |
|-------------|--|
| 20UES0P000 | ThinkPad T14 AMD Gen 1, AMD Ryzen 5 PRO 4650U (2.10GHz, 3MB) 14.0 1920 x 1080 Non-Touch, Windows 10 Pro 64, 8.0GB, 1x256GB SSD M.2 PCIe, AMD Radeon Graphics, Bluetooth 5.0, 720&Mic&Shutter, 3Cell Li-Pol 50Wh, 3YR Premier NBD,Accidental Damage Protection,Keep your Drive Enabled Discrete TPM2.0, Camera 720P HD Camera with Microphone DIMM Memory 8 GB DDR4 3200MHz Power Adapter 45W AC Adapter PCC (3pin)-US (USB Type C) Keyboard Backlit Keyboard Black |

C.5.1.4 Specifications for CLIN 0004 and 1004 through 4004.

| Part Number | Description |
|-------------|---|
| 20X6S01C00 | <ul style="list-style-type: none"> • Notebook ThinkPad L14 AMD Gen2 20X6CTO1W • 3 Year Courier or Carry-in • Standard Image (Preload) • Windows 10 Pro 64 • AMD Ryzen™ 5 PRO 5650U Processor (2.30GHz, Max Boost up to 4.20GHz, 6 Cores, 12 Threads, 16MB Cache) • Security Chip Setting Enabled Discrete TPM2.0 • Display 14.0" FHD (1920 x 1080) IPS Anti-Glare 250nits Non-Touch • Integrated Graphics • 720P HD Camera with Microphone • GB DDR4 3200MHz SoDIMM • 256 GB SSD, M.2 2280, PCIe NVMe, OPAL, TLC • Realtek RTL8852AE Wifi 6 2x2 AX, Bluetooth Version 5.0 or above • 3 Cell Li-Polymer Internal Battery, 45Wh • 45W AC Adapter PCC (3pin)-US (USB Type C) • Backlit Keyboard Black English |

| Part Number | Description |
|-------------|---|
| | <ul style="list-style-type: none"> • Publication - Polish/Portuguese/English • L14G2 AMD R5 PRO 5650U IG • Fingerprint, No NFC • BIOS Absolute Enabled • S5 Protection 3Y ADP Add On • Protection 3Y KYD Add On • S5 WARRANTY 3Y Premier Support |

C.5.1.5 Specifications for CLIN 0005 and 1005 through 4005.

| Part Number | Description |
|-------------|---|
| 20W1S22F00 | <ul style="list-style-type: none"> • Notebook ThinkPad T14 Gen 2 20W1CTO1WW R • Warranty 3 Year On-site • Preload Type Standard Image (Preload) OS Windows 10 Pro 64 • Intel Core i5-1135G7 Processor (2.40GHz, up to 4.20GHz with Turbo Boost, 4 Cores, 8 Threads, 8MB Cache) • Enabled Discrete TPM2.0 • 14.0" FHD (1920 x 1080) IPS Anti-Glare 300nits Non-Touch • Integrated UHD Graphics • 720P HD Camera with Microphone • Fingerprint Reader • 8GB DDR4 3200MHz Onboard • T14G2 i5-1135G7 IG+8G+AX201 • 256 GB SSD, M.2 2280, PCIe NVMe, OPAL, TLC • Intel Wi-Fi 6 AX201 2x2ax, Bluetooth Version 5.0 or above • 14.0" FHD (1920 x 1080) IPS Anti-Glare 300nits Non-Touch, 720P HD Camera with • ThinkShutter, Mic, No WWAN, WLAN • 3Cell 50Wh Internal • Fingerprint Reader, Black65W AC Adapter PCC (2pin)-US (USB Type C) Keyboard Backlit • BIOS Absolute Enabled • Premier Support Asset Tag • Protection 3Y KYD Add On • WARRANTY 3Y Premier Support • WARRANTY 3Y Premier Support |

C.5.1.6 Specifications for CLIN 0006 and 1006 through 4006.

| Part Number | Description |
|-------------|-------------|
| | |

| | |
|------------|---|
| 20X2S1PU00 | <ul style="list-style-type: none"> • Notebook ThinkPad L14 Intel Gen2 20X2CTO • 3 Year Courier or Carry-in • Standard Image (Preload) Windows 10 Pro 64 • 3 Year Courier or Carry-in Intel Core i5-1135G7 Processor (2.40GHz, up to 4.20GHz with Turbo Boost, 4 Cores, 8 Threads, 8MB Cache) • Enabled Discrete TPM2.0 • 14.0" FHD (1920 x 1080) IPS Anti-Glare 250nits Non-Touch • 720P HD Camera with Microphone • 8 GB DDR4 3200MHz SoDIMM • 256 GB SSD, M.2 2280, PCIe NVMe, OPAL, TLC • Realtek RTL8852AE Wifi 6 2x2 AX, Bluetooth Version 5.0 or above • 3 Cell Li-Polymer Internal Battery, 45Wh • 65W AC Adapter PCC (2pin)-US (USB Type C) • Backlit Keyboard Black English 14.0" FHD(1920x1080), IPS, Anti-glare, 250nits, Non Touch, 720 HD Camera, Mic, No WWAN, WLAN • ClickPad with MOC Fingerprint Reader, No NFC, SSD • BIOS Absolute Enabled • Protection 3Y ADP Add On • Protection 3Y KYD Add On • WARRANTY 3Y Premier Support |
|------------|---|

C.5.1.7 Specifications for CLIN 0007 and 1007 through 4007.

| Part Number | Description |
|-------------|---|
| 20X4S2HY00 | <ul style="list-style-type: none"> • Notebook ThinkPad L15 Gen 2 20X4CTO1WW R • 3 Year Courier or Carry-in • Standard Image (Preload) - Windows 10 Pro 64 • Intel Core i5-1135G7 Processor (2.40GHz, up to 4.20GHz with Turbo Boost, 4 Cores, 8 Threads, 8MB Cache) • Enabled Discrete TPM2.0 • 15.6" FHD (1920 x 1080) IPS Anti-Glare 250nits Non-Touch • Integrated Graphics • 720P HD Camera with Microphone • 8 GB DDR4 3200MHz SoDIMM • 256 GB SSD, M.2 2280, PCIe NVMe, OPAL, TLC • Realtek RTL8852AE Wifi 6 2x2 AX, Bluetooth Version 5.0 or above • 3 Cell Li-Polymer Internal Battery, 45Wh • 65W AC Adapter PCC (2pin)-US (USB Type C) • Backlit Keyboard Black English with Number Pad • 15.6" FHD(1920x1080) IPS Anti-Glare 250nits Non-Touch, 720 HD Camera, No WWAN • ClickPad with MOC Fingerprint Reader, No NFC, SSD • BIOS Absolute Enabled • WARRANTY 3Y Premier Support |

| Part Number | Description |
|-------------|--|
| | <ul style="list-style-type: none"> • Protection 3Y ADP Add On • Protection 3Y KYD Add On |

C.5.1.8 Specifications for CLIN 0008 and 1008 through 4008.

| Part Number | Description |
|-------------|---|
| 20U8S2FB00 | <ul style="list-style-type: none"> • Notebook ThinkPad L15 Gen 1 AMD 20U8CT01 • 3 Year Courier or Carry-in • Standard Image (Preload) - Windows 10 Pro 64 • AMD Ryzen 5 Pro 4650U Processor (2.10GHz, Max Boost up to 4.00GHz, 6 Cores, 8MB Cache) • Enabled Discrete TPM2.0 • 15.6" FHD (1920 x 1080) IPS Anti-Glare 250nits Non-Touch • Integrated Graphics • 720P HD Camera with Microphone • 8 GB DDR4 3200MHz SoDIMM • 256 GB SSD, M.2 2280, PCIe NVMe, OPAL, TLC • Realtek RTL8852AE Wifi 6 2x2 AX, Bluetooth Version 5.0 or above • 3 Cell Li-Polymer Internal Battery, 45Wh • 45W AC Adapter 90% PCC (3pin)-US (USB Type C) • Backlit Keyboard Black English with Number Pad • 15.6" FHD(1920x1080) IPS Anti-Glare 250nits Non-Touch, 720 HD Camera, No WWAN • Click Pad with MOH Fingerprint Reader, No NFC, SSD • BIOS Absolute Enabled • WARRANTY 3Y Premier Support • Protection 3Y ADP Add On • Protection 3Y KYD Add On |

C.5.1.9 Specifications for CLIN 0009 and 1009 through 4009.

| Part Number | Description |
|-------------|---|
| 20W5S0YC00 | <ul style="list-style-type: none"> • Notebook ThinkPad T15 Gen 2 20W5CTO1WW R • 3 Year Courier or Carry-in • Standard Image (Preload) - Windows 10 Pro 64 • Intel Core i5-1135G7 Processor (2.40GHz, up to 4.20GHz with Turbo Boost, 4 Cores, 8 Threads, 8MB Cache) • Enabled Discrete TPM2.0 • 15.6" FHD (1920 x 1080) IPS Anti-Glare 250nits Non-Touch • Integrated Graphics • 720P HD Camera with Microphone • 8 GB DDR4 3200MHz SoDIMM • 256 GB SSD, M.2 2280, PCIe NVMe, OPAL, TLC • Realtek RTL8852AE Wifi 6 2x2 AX, Bluetooth Version 5.0 or above • 3 Cell Li-Polymer Internal Battery, 45Wh • 65W AC Adapter PCC (2pin)-US (USB Type C) • Backlit Keyboard Black English with Number Pad • 15.6" FHD(1920x1080) IPS Anti-Glare 250nits Non-Touch, 720 HD Camera, No WWAN • ClickPad with MOC Fingerprint Reader, No NFC, SSD • BIOS Absolute Enabled • WARRANTY 3Y Premier Support • Protection 3Y ADP Add On • Protection 3Y KYD Add On |

C.5.1.10 Prior to the shipment, , OAG will send the Contractor OAG standard asset tags. The Contractor shall affix the asset tags to each device prior to shipment from the Contractor’s facility and transmit an electronic copy of the report of all shipped devices’ information including asset tags and serial numbers to OAG prior to the arrival of devices at OAG facilities.

C.5b.3 OAG’ liability under this Contract is contingent upon the future availability of appropriated monies with which to make payment for contract purposes. The legal liability on the part of OAG for the payment of any money shall not arise unless and until such appropriation shall have been provided.

C.5c Shipping/Delivery (CLIN 002/1002 through CLIN 0011/1011): Timely shipment and delivery of devices is critical to the success of the initiative. The Contractor shall provide

a written guarantee that devices will arrive at OAG facilities no later than ten (10) weeks from date of the award of contract. Failure to meet the delivery deadlines, with exception of Force Majeure or delay caused by OAG, will require the Contractor pay OAG for every week of delay penalty amounting to 0.5% of the total value of the Equipment whose delivery has been delayed. Any fractional part of a week is to be considered a full week. The total amount of penalty shall not, however, exceed 5% of the total value of the Equipment involved in late delivery. Should the Contractor fail to make delivery six weeks later than the time of shipment stipulated in this Contract, OAG shall have the right to terminate this Contract for default. Should the Contractor fail to make delivery six weeks later than the time of shipment stipulated in this Contract, OAG shall have the right to terminate this Contract for default.

C.6 CONTRACTOR REQUIREMENTS AND QUALIFICATIONS

- C.** The Contractor shall demonstrate knowledge, initiative and resourcefulness in the effective deployment, communication, and project management capabilities to necessitate the successfully execute this initiative.
- D.** The Contractor shall employ qualified, technical experts comfortable working with a variety of priorities and personnel The Contractor shall be highly organized; capable of working with multiple simultaneous priorities / projects.
 - a.**
 - b.** Have access to adequate financing to provide the equipment and services.
 - c.** Resolve technical difficulties that arise during production/deployment in a professional, expeditious manner.
- E.** The Contractor shall provide services of at least two key personnel who meet the below requirements:
 - Manufacturer's certification: Contractor shall yield certification from the manufacturer, stating that the company is an authorized representative of the manufacturer.
- F.** The Contractor shall be highly organized; comfortable working with multiple simultaneous priorities / projects.

C.5.2 OAG RESPONSIBILITIES

C.5.2.1 The following requirements apply to OAG receipt of computing device and services from the Contractor.

OAG shall:

- a.** Clearly communicate the delivery timelines of computing devices.

- b. Provide device asset tags.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

6.1 TERM OF CONTRACT

The term of the contract shall be from September 1, 2021 until September 30, 2022 for the base term of this contract.

6.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

6.2.1 The District may extend the term of this contract for a period of a one (1) option term of 3 consecutive years, 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.

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

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

6.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed six (6) years.

6.3 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

G.9 in accordance with the following:

6.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section

H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.2.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The base term of the contract shall be data of award or October 1, 2021 (whichever is later) through September 30, 2022.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for up to four one-year option periods, or multiple 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.

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

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

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

F.3 DELIVERABLES

F.3.1 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 G.9 in accordance with the following:

| Item No. | CLIN | Deliverable | QTY | Deliver by email to: | Due Date |
|----------|--------|--|-----|----------------------|---|
| 01 | 001.01 | Lenovo ThinkAgile VX3320 Appliance Configuration documentation | 1 | ITstaff@dc.gov | To be negotiated - no later than within 10 weeks after contract award |
| 02 | 003.10 | Configuration documentation, device tracking and decals information with the device serial numbers | 1 | ITstaff@dc.gov | To be negotiated - no later than within 10 weeks after contract award |

| Item No. | CLIN | Deliverable | QTY | Deliver by email to: | Due Date |
|----------|---------|--|-----|----------------------|---|
| 03 | 004.10 | Configuration documentation, device tracking and decals information with the device serial numbers | 1 | ITstaff@dc.gov | To be negotiated - no later than within 10 weeks after contract award |
| 04 | 005.10 | Configuration documentation, device tracking and decals information with the device serial numbers | 1 | ITstaff@dc.gov | To be negotiated - no later than within 10 weeks after contract award |
| 05 | 006.10 | Configuration documentation, device tracking and decals information with the device serial numbers | 1 | ITstaff@dc.gov | To be negotiated - no later than within 10 weeks after contract award |
| 06 | 007.10 | Configuration documentation, device tracking and decals information with the device serial numbers | 1 | ITstaff@dc.gov | To be negotiated - no later than within 10 weeks after contract award |
| 07 | 008.10 | Configuration documentation, device tracking and decals information with the device serial numbers | 1 | ITstaff@dc.gov | To be negotiated - no later than within 10 weeks after contract award |
| 08 | 009.10 | Configuration documentation, device tracking and decals information with the device serial numbers | 1 | ITstaff@dc.gov | To be negotiated - no later than within 10 weeks after contract award |
| 09 | 1001.01 | Lenovo ThinkAgile VX3320 Appliance Configuration documentation | 1 | ITstaff@dc.gov | To be negotiated - no later than within 10 weeks after contract award |
| 10 | 1003.10 | Configuration documentation, device tracking and decals information with the device serial numbers | 1 | ITstaff@dc.gov | To be negotiated - no later than within 10 weeks after contract award |
| 11 | 1004.10 | Configuration documentation, device tracking and decals information with the device serial numbers | 1 | ITstaff@dc.gov | To be negotiated - no later than within 10 weeks after contract award |
| 12 | 1005.10 | Configuration documentation, device tracking and decals information with the device serial numbers | 1 | ITstaff@dc.gov | To be negotiated - no later than within 10 weeks after contract award |
| 13 | 1006.10 | Configuration documentation, device tracking and decals information with the device serial numbers | 1 | ITstaff@dc.gov | To be negotiated - no later than within 10 weeks after contract award |
| 14 | 1007.10 | Configuration documentation, device tracking and decals | 1 | ITstaff@dc.gov | To be negotiated - no later than within 10 |

| Item No. | CLIN | Deliverable | QTY | Deliver by email to: | Due Date |
|----------|---------|--|-----|----------------------|---|
| | | information with the device serial numbers | | | weeks after contract award |
| 15 | 1008.10 | Configuration documentation, device tracking and decals information with the device serial numbers | 1 | ITstaff@dc.gov | To be negotiated - no later than within 10 weeks after contract award |
| 16 | 1009.10 | Configuration documentation, device tracking and decals information with the device serial numbers | 1 | ITstaff@dc.gov | To be negotiated - no later than within 10 weeks after contract award |

F.3.2 The Contractor shall submit to the District, as a deliverable, the report required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER (CO)

G.1.1 Contracts may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is as follows:

Janice Parker Watson
 Contracting Officer
 Office of the Attorney General
 Support Services Division/Procurement Unit
 400 6th Street NW, Suite 2200
 Washington, DC 20001-5790
 Email: oag.businessopportunities@dc.gov
 Phone: 202-442-9882
 Fax: 202-730-0484

G.1.2 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.1.3 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.

G.1.4 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.

G.2 CONTRACT ADMINISTRATOR (CA)

G.2.1 The Contract Administrator (CA) is responsible for general administration of the contract and advising the Contracting Officer (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:

- G.2.1.1** 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;
- G.2.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.2.1.3** 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;
- G.2.1.4** 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
- G.2.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, and equipment) and invoice or vouchers.

G.2.2 The address and telephone number of the CA is:

Chris Tonjes
Chief Information Officer
D.C. Office of the Attorney General
Office of Information Technology
400 6th Street NW, 7th Floor
Washington, DC 20001-5790
(202) 741-0766 (O)
chris.tonjes@dc.gov

G.2.3 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.

G.2.4 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.

G.3 INVOICE SUBMITTAL

G.3.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.

G.3.2 The Contractor shall submit proper invoices after completion of each phase.

G.3.3 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.

G.4 INVOICE PAYMENTS

G.4.1 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.

G.4.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

SECTION H: SPECIAL LEASING PROVISIONS

H.1 LEASING PRICE LIST NOTICE

Contractors must include the following notice in their contract price list:

“The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease.”

H.2 STATEMENT OF ORDERING ACTIVITY INTENT

H.2.1 The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the “Lease Term”). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.

H.2.2 Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

H.3 LEASE TERM

H.3.1 The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.

H.3.2 Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option

period does not exceed a 12 month period. This cross fiscal year authority does not apply to multi-year leases.

H.3.3 The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

H.3.4 Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstances.

H.4 LEASE TERMINATION

H.4.1 The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.

H.4.2 The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for default or Termination for Convenience in accordance with the Standard Contract Provisions for Use with District Supplies and Services Contracts.

H.4.3 The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated

under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.

- H.4.4** Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling.
- H.4.5** Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payments for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.
- H.4.6** Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.
- H.4.7** At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

H.5 ASSIGNMENT OF CLAIMS

Article 19 of the SCPs, Assignment of Contract Payments, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of payments for a lease in accordance with 27 DCMR 3250. The District may apply against payments to the assignee any liability of the contractor to the District arising independently of the assigned contract if the liability existed at the time notice of the assignment was received even though that liability had not yet matured so as to be due and payable.

H.6 PEACEFUL POSSESSION AND UNRESTRICTED USE

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

H.7 COMMENCEMENT OF LEASE

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

H.8 INSTALLATION AND MAINTENANCE

H.8.1 Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

H.8.2 When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during

any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

H.9 MONTHLY PAYMENTS

H.9.1 Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a “base value” for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

H.9.2 To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:

- i. For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.
- ii. The lease payment may be calculated by using a programmed business calculator or by using “rate” functions provided in commercial computer spreadsheets.

H.9.3 For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. Above.

H.9.4 The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.

H.9.5 The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

H.9.6 In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

H.10 LEASE END/DISCONTINUANCE OPTIONS

H.10.1 Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non- Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:

- i. to purchase the product for the residual value of the product, or
- ii. to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

H.10.2 Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

H.10.3 Returns

H.10.3.1 Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.

H.10.3.2 The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.

H.10.3.3 Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.

H.10.3.4 With respect to software, the ordering activity shall state in writing to the Contractor that it has:

- i. deleted or disabled all files and copies of the software from the equipment on which it was installed;
- ii. returned all software documentation, training manuals, and physical media on which the software was delivered; and
- iii. has no ability to use the returned software.

H.11 UPGRADES AND ADDITIONS

- H.11.1** The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
- i. can be removed without causing material damage to the product;
 - ii. do not reduce the value of the product; and
 - iii. are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.
- H.11.2** Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
- i. were not leased from the Contractor, and
 - ii. are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.
- H.11.3** Any additions that are not so removable will become the Contractor's property (lien free).
- H.11.4** Leases of additions and upgrades must be co-terminus with that of the product.

H.12 RISK OF LOSS OR DAMAGE

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

H.13 TITLE

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the applicable purchase option price.

H.14 TAXES

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. The ordering activity agrees provide evidence necessary to support an exemption from the tax.

H.15 ADDITIONAL LEASE TERMS

Bidder may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

K.1 BIDDER/OFFEROR CERTIFICATION FORM

Complete and submit the form available at <http://ocp.dc.gov>, under Quick Links click on “Required Solicitation Documents”

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2** The District intends to award one or more contracts resulting from this solicitation to the responsive and responsible bidder(s) who submits the lowest bid for leasing of 1) end user device CLINs and 2) the data center equipment.

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1** This solicitation will be conducted electronically using email. To be considered, a bidder must submit its bid via email in sufficient time to be received by the bid opening date and time. Paper, telephonic, telegraphic, and facsimile bids will not be accepted.
- L.2.2** All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.
- L.2.2** The District will reject as non-responsive any bid that fails to conform in any material respect to the RFTOB.
- L.2.3** Bidders shall make no changes to the requirements set forth in the solicitation.
- L.2.4** The District will reject as non-responsive any bid that fails to include a subcontracting plan that is required by law.
- L.2.5** The bidder shall complete, sign and submit its initial First Source Employment Plan and all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.
- L.2.6** The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify a bid.
- L.2.7 Leasing Agreement** - The Contractor shall offer a lease program to the District for the purpose of financing all items set forth in Section B. The Contractor's lease program proposal shall include three (3)-year lease terms/option(s) with corresponding annual payments. Lease programs must include all closing costs, maintenance fees, filing fees, licensing costs, service fees, and any other miscellaneous costs associated with the lease program in a clearly itemized cost breakdown summary. The summary of financing information shall not exceed two (2) pages.

L.2.8 In addition, bidders must include with their bid a submission that addresses the following qualifications or skills and complete and return the Contractor Qualifications Chart below:

- A.** The Bidder shall demonstrate knowledge, initiative and resourcefulness in the effective deployment, communication, and project management capabilities necessary to the success of this leasing initiative.
- B.** The Bidder shall:
 - 1. Employ qualified, technical experts comfortable working with a variety of priorities and personnel.
 - 2. Submit proof of experience via contracts of \$250k or greater for comparable scopes of work.
 - 3. Submit evidence of its access to adequate financing to provide the equipment and services set forth in the solicitation via a proposal which addresses capabilities and complete the qualifications chart below.
 - 4. Resolve technical difficulties that arise during production/deployment in a professional, expeditious manner.
- C.** The Bidder shall provide proof via resumes of at least two key personnel who meet the below requirements:
 - **Manufacturer’s certification:** Bidder shall provide certification from the manufacturer, stating that the company is an authorized representative of the manufacturer.
- D.** The Bidder shall be highly organized; comfortable working with multiple simultaneous priorities / projects.
- E.** Bidder shall include the chart below and attach additional information where applicable:

| CONTRACTOR QUALIFICATIONS CHART | | | | |
|--|--|--------------|---------------------------|---|
| Item No. | REQUIREMENT | YEARS | TYPE | EXPERIENCE? (Y/N) Attach Proof |
| 01 | Asset management and tracking | | Contracts | |
| 02 | Manufacturer Certification | N/A | Certification | |
| 03 | Proof of previous or existing contracts above \$100k | | Resume/Previous Contracts | |

L.3 FAMILIARIZATION WITH CONDITIONS

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Bidders will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted via email to OAG.BusinessOpportunities@dc.gov by date and time set forth on page 1, block 8..

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid via the email at any time before the opening date and time for receipt of bids.

L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.6.1 LATE SUBMISSIONS

OAG will not accept late bids or modifications to bids after the date and time set for receipt of bids.

L.6.2 LATE MODIFICATIONS

A late modification of a successful bid which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

L.7 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.8 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the question electronically via email to oag.businessopportunities@dc.gov. The prospective bidder should submit questions no later than four (4) days prior to the bid opening date and time indicated for this solicitation on page 1. The District may not consider any questions received less than four (4) days before the date set for submission of bids. The District will furnish responses via email to all bidders no later

than two (2) days prior to bid opening date and time indicated in this solicitation. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.9 BID PROTESTS

Any actual or prospective bidder or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, NW., Suite 350N, Washington, DC 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.10 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation electronically via email. The District must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

L.11 SIGNING OF BIDS

L.11.1 The Contractor shall sign the bid and print or type its name on the cover page of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

L.11.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation.

L.12 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

L.12 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

- L.12.1** Name, address, telephone number and federal tax identification number of bidder;
- L.12.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.12.3** If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.13 BID OPENING

The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate.

L.14 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages to the CO. **Each certificate of insurance must identify the contract or solicitation number.**

L.15 GENERAL STANDARDS OF RESPONSIBILITY

- L.15.1** To be determined responsible, a prospective contractor must demonstrate that it:
 - (1) Has adequate financial resources to perform the contract or the ability to obtain those resources;
 - (2) Is able to comply with the required or proposed delivery or performance schedule, based upon the bidder's or offeror's existing commercial and government contract commitments;
 - (3) Has a satisfactory performance record;
 - (4) Has a satisfactory record of integrity and business ethics;

- (5) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules and part A of subchapter X of Chapter 2 of this title [§ 2-219.01 et seq.];
- (6) Has, or has the ability to obtain, the necessary organization, experience, accounting, operational control, and technical skills;
- (7) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (8) Has not exhibited a pattern of overcharging the District;
- (9) Does not have an outstanding debt with the District or the federal government in a delinquent status of more than the greater of \$1,000 or 1% of the contract value, up to \$25,000; and
- (10) Is otherwise qualified and is eligible to receive an award under applicable laws and rules.

L.15.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.16 BRAND NAME OR EQUAL

- L.16.1** As used in this clause, the term “brand name” includes identification of products by make and model.
- L.16.2** If items called for by this RFTOB have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the District to be equal in all material respects to the brand name products referenced in the RFTOB.
- L.16.3** Unless the bidder clearly indicates in his bid that he is offering an “equal” product, his bid shall be considered as offering a brand name product referenced in the RFTOB.
- L.16.4** If the bidder proposes to furnish an “equal” product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the RFTOB, or such product shall be otherwise clearly identified in the bid.
- L.16.4** The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the

purchasing authority. **CAUTION TO BIDDERS:** The District is not responsible for locating or securing any information which is not identified in the bid and not reasonably available to the District.

- L.16.5** Accordingly, to ensure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the District to (i) determine the product offered meets the requirements of the RFTOB, and (ii) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchasing by making an award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the District.
- L.16.6** If the bidder proposes to modify a product so as to make it conform to the requirements of the RFTOB, it shall (i) include in its bid a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.
- L.16.7** Modifications proposed after bid opening to make a product conform to a brand name product referenced in the RFTOB will not be considered.

L.17 REQUIREMENT FOR DESCRIPTIVE LITERATURE

- L.17.1** Descriptive literature must be furnished as a part of a bid and must be received before the time set for opening bids. The literature furnished must be identified to show the items in the bid to which it pertains. The descriptive literature is required to establish, for the purpose of bid evaluation and award, details of the products the bidder proposes to furnish as to design, material, quality, construction, and performance characteristics.
- L.17.2** Failure of descriptive literature to show that the product offered conforms to the specifications and other requirements of this invitation for bids may require rejection of the bid. Failure to furnish the descriptive literature by the time and date set for receipt of bids will require rejection of the bid, except that if the materials are transmitted by mail and received late, it may be considered under the provision for considering late bids, as set forth elsewhere in this invitation for bids. The CO may waive the requirement for furnishing descriptive literature if either of the following occurs:
- A. Bidder states in the bid that the product being offered is the same as a product previously or currently being furnished to the District; or
 - B. The CO, on advice of technical personnel, determines that the product offered by the bidder complies with the specification requirements of the current solicitation.

SECTION M: EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF OPTION YEARS

The District will evaluate bids for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.