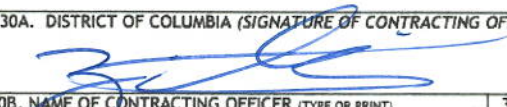


GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER RQ982703		PAGE 1 of 4	
2. TASK ORDER AGREEMENT NO. CW59850		3. Award/Effective Date See 30c		4. CONTRACT NUMBER VA-140401-Dell		5. SOLICITATION NUMBER RQ982703	
6. SOLICITATION ISSUE DATE 3/20/2018		7. FOR SOLICITATION INFORMATION CONTACT Email: Tiffany.Champion@dc.gov		8. OFFER DUE DATE: 3/22/2018		A. NAME Tiffany Champion	
9. ISSUED BY Office of Contracting and Procurement Information Technology Group 441 4TH Street NW, Suite 700S Washington, D.C. 20001		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input checked="" type="checkbox"/> Cooperative Agreement SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> N/A <input type="checkbox"/> 13. RESERVED		12. PAYMENT DISCOUNT TERMS Net 30 days	
5. CONTRACTOR / OFFEROR Dell Marketing L.P. One Dell Way Round Rock, Texas 78682		16. PAYMENT WILL BE MADE BY CODE Office of the Chief Technology Officer 200 I Street SE 5th Floor Washington, DC 20003					
15A DUNS NO.		15B TAX ID NO.					
17. DELIVER TO Attn: Central Receiving - Jonquil Prophet 200 I Street SE 5th Floor Washington, DC 20003 Phone: 202.481.3830		18. ADMINISTERED BY Office of the Chief Technology Officer Contract Administrator: Jonquil Prophet 200 I Street SE 5th Floor Washington, DC 20003					
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES			21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	VMware vCloud Suite 2017 Advanced licenses Part Number: CL17-ADV			124	EA	\$5,546.25	\$687,735.00
0002	Upgrade: VMware vSphere 6 with Operations Management Enterprise Plus (per CPU) to VMware vCloud Suite 2017 Part Number: VCS6-STD-P-SSS			160	EA	\$730.42	\$116,867.09
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.						26. TOTAL AWARD (FOR GOVT. USE ONLY) \$804,602.09	
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 HGAC CONTRACT IDENTIFIED IN BLOCK 4.				28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: THIS TASK ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE GSA CONTRACT IDENTIFIED IN BLOCK 4.			
29A. SIGNATURE OF OFFEROR /CONTRACTOR <i>Diane Wigington</i>				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Diane Wigington, Public Contracts Mgr.		29C. DATE SIGNED 03/23/2018		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Chris Yi Contracting Officer		30C. DATE SIGNED 3-26-18	

1. SERVICES REQUIRED

The District of Columbia Office of Contracting and Procurement, on behalf of The Office of the Chief Technology Officer (OCTO) (the "District"), Enterprise Cloud & Infrastructure Services (ECIS) program, is seeking a contractor to provide VMWare Server licenses for the Citywide Disaster Recovery (DR) & Continuity of Operations Plan (COOP) Implementation for District's Critical Applications Project.

2. PRICE SCHEDULE

The District contemplates award of a single firm fixed price contract.

3. TERM OF CONTRACT

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

4. CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The name, address and telephone number of the Contracting Officer for this task order is:

Chris Yi
Office of Contracting and Procurement
200 I Street, SE Fifth Floor
Washington, DC 20003
Telephone: 202.724.5069
E-mail: Chris.Yi@dc.gov

5.1 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- 5.1.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 5.1.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- 5.1.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

5. CONTRACTS ADMINISTRATOR (CA)

- 6.1 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:

Jonquil Prophet
IT Logistics & Procurement Project Manager, ECIS
200 I Street, SE,
Washington, DC 20003
Telephone: 202.481.3830
Email: Jonquil.Prophet@dc.gov

6.2 It is understood and agreed that the CA shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.

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

6. ORDERING

Products and services to be furnished under this contract will be ordered by the Contracts Administrator specified in Section 6 above. Such products and services may be provided for one year from the date of award.

7. COMPENSATION AND PAYMENT

- a) 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.
- b) The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.
- c) The District follows a specific policy for services related to software/hardware (SW/HW) maintenance/licenses and support services. These services must be provided and billed with in the districts fiscal year (10/1 to 09/30). Invoices should only cover one fiscal year and the District cannot be held liable for any such services not billed and paid with in the same fiscal year (October 1 to September 30)'. The District issues separate payment for each fiscal year for accounting and budgetary reasons.
- d) By accepting this contract, for SW/HW maintenance/licenses and support services, you agree that a proper invoice constitutes a service period that covers ONLY October 1 thru September 30.

8. INVOICE SUBMITTAL

- a) The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in duplicate and submitted to OCTO Chief Financial Officer (CFO), with a concurrent copy to the Contracts

Administrator (CA) specified in Section 11 below. The address of the OCTO CFO is:

Office of the Chief Technology Officer
Chief Financial Officer
200 I Street SE 5th Floor
Washington, DC 20001

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

9. INCORPORATED DOCUMENTS

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

- (1) This Task Order blocks 1 through 30C and sections 1 through 9.
- (2) Statement of Work, Attachment A
- (3) Price Schedule, Attachment B
- (4) Vita Schedule No. VA-140401-Dell, as amended

ATTACHMENT A SOW

A.1 Scope

The District of Columbia Office of Contracting and Procurement, on behalf of The Office of the Chief Technology Officer (OCTO) (the "District"), Enterprise Cloud & Infrastructure Services (ECIS) program, is seeking a contractor to provide VMWare Server licenses for the Citywide Disaster Recovery (DR) & Continuity of Operations Plan (COOP) Implementation for District's Critical Applications Project.

A.1.1 Applicable Documents

N/A

A.1.2 Definitions

- a) **DR – Disaster Recovery** - Disaster recovery (DR) involves a set of policies and procedures to enable the recovery or continuation of vital technology infrastructure and systems following a natural or human-induced disaster
- b) **VMWare** - VMware is a virtualization and cloud computing software provider for x86-compatible computers
- c) **Virtualization** - Virtualization is the process of creating a software-based (or virtual) representation of something rather than a physical one. Virtualization can apply to applications, servers, storage, and networks and is the single most effective way to reduce IT expenses while boosting efficiency and agility for all size businesses
- d) **VM** - A virtual computer system is known as a "virtual machine" (VM): a tightly isolated software container with an operating system and application inside. Each self-contained VM is completely independent. Putting multiple VMs on a single computer enables several operating systems and applications to run on just one physical server, or "host"
- e) **Virtual** – non tangible (cannot be touched) equipment that can be located in the OCTO Internal Cloud or external cloud environment
- f) **Physical Server** – Equipment (Servers) that can be physically located within a Data Center
- g) **Server** - server is a computer program or a device that provides functionality for other programs or devices, called "clients". This architecture is called the client-server model, and a single overall computation is distributed across multiple processes or devices.
- h) **Operating System** - the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals

A.2 Background

- a) The District of Columbia Government, OCTO (Office of the Chief Technology Officer) has been tasked to deploy a redundant and highly available infrastructure to host the failover systems for all the District critical applications, to include those associated with public safety. Currently, public safety agencies, as well as, District agencies that provide critical services do not have a redundant failover environment. The result is that these agencies are unable to seamlessly and quickly failover their systems to an alternate datacenter, or deploy their applications in an Active/Active architecture which would result in uninterrupted or minimal impact to critical services. For public safety applications, the plan is to host the DR environment utilizing VMWare has the virtualization hypervisor for critical public safety applications for each agency. The dedicated platforms will be separated logically and physically to comply with local, state or federal security access requirements.

b) OCTO ECIS is required to procure new VMware vCloud 2017 Advanced and Upgraded Enterprise Plus licenses and VMWare vSphere 6 Upgrade that will be hosted on a Dell PowerEdge R740 physical servers dedicated to host this project.

A.3 Requirements

A.3.1 The Contractor shall provide the following:

Item No.	Item Description	Item Part Number	Quantity
1	VMware vCloud Suite 2017 Advanced licenses	CL17-ADV	124
2	Upgrade: VMware vSphere 6 with Operations Management Enterprise Plus (per CPU) to VMware vCloud Suite 2017	VCS6-STD-P-SSS	160

A.3.2 The Contractor shall transfer ownership of all products to the Office of the Chief Technology Officer.

A.3.3 The Contractor shall provide shipping and tracking information along with confirmation of services to the Contract Administrator.

A.3.4 The Contractor shall provide only the most current models, components and accessories in new, fully operational, factory sealed condition, with all applicable licenses. The Contractor warrants and represents that the equipment is eligible for the manufacturer's normal and extended warranty and support within the United States to Authorized Users. Previously owned, damaged, refurbished, remanufactured, counterfeit, "gray market" or substitute third party items will not be accepted. The Contractor shall provide its authorized reseller agreement or certification directly provided from VMware (the manufacturer).

A.4 Deliverables

A.4.1 The Contractor shall deliver all items listed under "Attachment B" (Price Schedule).

A.4.2 The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section 9 in accordance with the following:

Item No.	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
1	All items identified in A.3.1 and A.3.2	various	Electronic and physical	Within 5 business days from award	CA – Jonquil Prophet
2	Confirmation of services A.3.3	N/A	email	Within 5 business days from award	CA – Jonquil Prophet

ATTACHMENT B Price Schedule

B.1 The District of Columbia Office of Contracting and Procurement, on behalf of The Office of the Chief Technology Officer (OCTO) (the "District"), Enterprise Cloud & Infrastructure Services (ECIS) program, is seeking a contractor to provide VMWare Server licenses for the Citywide Disaster Recovery (DR) & Continuity of Operations Plan (COOP) Implementation for District's Critical Applications Project.

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

B.3 AGGREGATE GROUP OR INDIVIDUAL ITEM

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

B.4 PRICE SCHEDULE

B.4.1 Base Period One year from date of award

Contract Line Item Number (CLIN)	Item Description	Quantity	Unit Price	Total Price
0001	VMware vCloud Suite 2017 Advanced licenses Part Number: CL17-ADV	124	\$5,546.25	\$687,735.00
0002	Upgrade: VMware vSphere 6 with Operations Management Enterprise Plus (per CPU) to VMware vCloud Suite 2017 Part Number: VCS6-STD-P-SSS	160	\$730.42	\$116,867.09
Grand total B.4.1				\$804,602.09