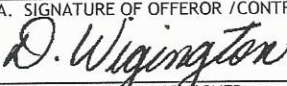
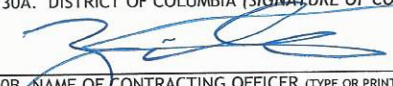


GOVERNMENT OF THE DISTRICT OF COLUMBIA SYSTEM PURCHASE AGREEMENT/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER RQ943089		PAGE 1 of 5			
2. TASK ORDER AGREEMENT NO. CW48355		3. Award/Effective Date See 30C below		4. CONTRACT NUMBER VA-101112-DELL		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CONTACT: Email:		A. NAME				B. TELEPHONE (No Collect Calls)		8. OFFER DUE DATE:	
9. ISSUED BY Office of Contracting and Procurement Information Technology Group 441 4 TH 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 type="checkbox"/> COG Rider <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 LP One Dell Way Round Rock, TX 78682 1-800-624-9897				16. PAYMENT WILL BE MADE BY DC Office of the OCTO 200 I St. SE, Room 5410-D Washington, DC 20003 Phone: 1(202) 727-2277					
15A DUNS NO. 15B TAX ID NO.				18. ADMINISTERED BY Office of the Contracting and Procurement 441 4 th Street, NW Washington, DC 20001					
17. DELIVER TO 200 I Street, SE, Washington, DC 20003 Attention: Jonquil Prophet				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					
CLINs 0001- 0004				Dell San SME Services (See Attachment B-Price Schedule)				\$330,560.00	
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.						26. TOTAL AWARD (FOR GOVT. USE ONLY) \$330,560.00			
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.						28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS SYSTEM PURCHASE AGREEMENT: (1) GSA Contract No. GS-35F-0087X			
29A. SIGNATURE OF OFFEROR / CONTRACTOR 						30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Diane Wigington, Public Contracts Manager				29C. DATE SIGNED 11/28/2016		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Chris Yi Contracting Officer		30C. DATE SIGNED 11-30-16	

1. PRODUCT REQUIRED:

The Office of the Chief Technology Officer (OCTO), Enterprise Cloud & Infrastructure Services (ECIS) program seeks a Contractor to provide DELL SAN (Storage Area Network) SME Reengineering Solution. This procurement shall support ECIS with the Re-engineering and Implementation solution associated with the Capital Redesign of the OCTO Enterprise Datacenter Storage Infrastructure and the migration from legacy SAN Infrastructure components.

2. COOPERATIVE AGREEMENT NUMBER: VA-140331-DELL

3. TASK ORDER CONTRACT NO.: CW48355

4. PERIOD OF PERFORMANCE:

The period of performance shall be from date of award through September 30, 2017.

4.1 The District may extend the term of this contract for a period of two (2) one year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

4.3 The price for the option period shall be as specified in the Section B of the contract.

4.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

5. CONTRACTING OFFICER (CO)

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

Chris Yi
Office of Contracting and Procurement
200 I Street, SE Fifth Floor
Washington, DC 20003
Telephone: 202-724-5069
E-mail: chris.yi@dc.gov

6. AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- 6.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 6.2** 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.
- 6.3** 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.

7. CONTRACT ADMINISTRATOR (CA)

- 7.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - 7.1.1** 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;
 - 7.1.2** Coordinating site entry for Contractor personnel, if applicable;
 - 7.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - 7.1.4** 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
 - 7.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- 7.2** The address and telephone number of the CA is:

Jonquil Prophet
Office of the Chief Technology Officer (OCTO)
IT Logistics & Procurement Project Manager Enterprise Cloud &
Infrastructure Services (ECIS)
200 I Street, SE., Washington, DC 20003

- 7.3** The CA shall NOT have the authority to:
 - a) Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
 - b) Grant deviations from or waive any of the terms and conditions of the contract;

- c) Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
- d) Authorize the expenditure of funds by the Contractor;
- e) Change the period of performance; or
- f) Authorize the use of District property, except as specified under the contract.

7.4 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.

8. PAYMENT

The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

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

9. INVOICE SUBMITTAL

9.1 The Contractor shall submit proper invoices upon completion of services. Invoices shall be prepared in triplicate and submitted to the agency's Accounts Payable Department with a concurrent copy to the Contracting Administrator (CA) specified in 7. The address of the Accounts Payable Department is:

DC Office of the OCTO (Accts Payable)
200 I St. SE, Room 5410-D
Washington, DC 20003
Phone: 1(202) 727-2277

9.2 To constitute a proper invoice, the Contractor shall submit the following information:

- a) Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- b) Task Order Agreement Number and Purchase Order Number. Assignment of an invoice number by the contractor is also recommended;
- c) Description, price, quantity, dates of work actually performed;
- d) Other supporting documentation or information, as required by the Contracting Officer;
- e) Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

- f) Name, title, phone number of person preparing the invoice;
- g) Authorized signature.

10. DELIVERABLES

- a) Physical hardware, rails and cables should be delivered to Jonquil Prophet / Anthony Watkis, DC Govt, OCTO, 200 I Street, SE Washington DC 20003 Attn: Central Receiving
- b) Physical and Virtual equipment should be delivered within 5 business days of award
- c) Electronic confirmation of product configuration should be delivered to the Contract Administrator

- 10.1** Equipment is to be shipped in its entirety to the address below in the original manufacturer packaging.

Address: 200 I Street, SE, Washington, DC 20003
Attention: Anthony Watkis / Jonquil Prophet
Facilities Contact: Derrick Johnson

11. Attachments

- a) Attachment A – Statement of Work
- b) Attachment B - Price Schedule

Attachment A
Statement of Work

A.1 Scope

- A.1.1 The Office of the Chief Technology Officer (OCTO), Enterprise Cloud & Infrastructure Services (ECIS) program seeks a Contractor to provide DELL SAN (Storage Area Network) SME Reengineering Solution. This procurement shall support ECIS with the Re-engineering and Implementation solution associated with the Capital Redesign of the OCTO Enterprise Datacenter Storage Infrastructure and the migration from legacy SAN Infrastructure components.
- A1.2 The District of Columbia shall be provided with the most current models, components and accessories in new, fully operational, factory sealed condition, with all applicable licenses.
- A1.3 The Contractor shall warrant and represent that the equipment is eligible for the manufacturer's normal [and extended] warranty and support within the United States to Authorized Users. Previously owned, damaged, refurbished, remanufactured, counterfeit, "gray market" or substitute third party items will not be accepted.
- A1.4 The Contractor shall also provide evidence of its authorized reseller agreement or certification and that it is not purchasing from other manufacturers or stocking distributors with its proposal.

A.2 Applicable Documents

N/A

A.3 Definitions

- a) **SAN** - SAN (Storage Area Network) is a high-speed network of storage devices that also connects those storage devices with servers. It provides block-level storage that can be accessed by the applications running on any networked servers. SAN storage devices can include tape libraries and disk-based devices, like RAID hardware.
- b) **DAE** - A Disk Array Enclosure is a data storage system that contains multiple disk drives and a cache memory. It efficiently distributes data across multiple drives and enables fault tolerance through redundant array of independent disks (RAID). Some disk arrays also use virtualization, which provides additional functionality by optimizing storage use and providing greater flexibility for users managing stored data.
- c) **RAID** - Redundant array of independent disks (RAID) is a method of storing duplicate data on two or more hard drives. It is used for data backup, fault tolerance, to improve throughput, increase storage functions and to enhance performance.
- d) **Storage Device** - A storage device is any computing hardware that is used for storing, porting and extracting data files and objects. It can hold and store information both temporarily and permanently, and can be internal or external to a computer, server or any similar computing device

- e) **Disk Enclosure** - A disk enclosure refers to a specially-designed chassis (cover box) or casing to hold and cover hard disk drives. A disk enclosure allows these drives to communicate with one or more devices or computers simultaneously. A disk enclosure's structure includes a power supply and data supply sections. A disk enclosure is also known as a hard drive enclosure.
- f) **SSD** - A solid state drive (SSD) array is a kind of shared storage device that employs solid state drives to store data in the form of blocks, providing enhanced performance. An SSD array can be accessed via multiple physical hosts. They are easy to set up and administer, and thus are widely used in enterprise settings.
- g) **Backup Infrastructure** - The OCTO Backup Infrastructure makes a daily and monthly copy of all data processed in the OCTO Data Center. The “backups” are processed from SAN Data. High Speed, enhanced storage is required to facilitate the backup requests and ensure optimal performance.
- h) **PB/TB** – size /measurement of quantity of IT Data
- i) **Virtual** – non tangible (cannot be touched) equipment that can be located in the OCTO Internal Cloud or external cloud environment
- j) **Physical** – Equipment that can be physically located within a Data Center
- k) **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.
- l) **Chassis** - the outer structural framework of a piece of audio, radio, or computer equipment
- m) **Configuration** – how the product is to be design/built to customer specifications
- n) **Redundant** – extra required to allow for failover in case of outage. Ensures product doesn't have hard failure
- o) **Power supply** – power cord
- p) **Racks/Rails** – items used to hold equipment within a data center rack

A.4 Background

The Office of the Chief Technology Officer, ECIS Program, manages Enterprise Storage Services (SAN) for over 80 District agencies. We currently house in the OCTO Enterprise Data Centers over 4PB of available SAN storage. ECIS manages storage (hardware) in the datacenters that supports OCTO and other citywide agencies. ECIS requires a vendor to diagnose the current health of the SAN, provide re-engineering, implementation and migration services. This will assist in lowering the risk of SAN outages within the OCTO enterprise. A new SAN footprint and migration plan has been implemented and designed that will provide a more robust virtualization and storage solution that will inevitably support all District storage functionality once the phased implementation and enhancements are completed. ECIS manages storage (hardware) in the datacenters that supports OCTO and other citywide agencies. ECIS requires a vendor to diagnose the current health of the SAN, provide re-engineering, implementation and migration services. This will assist in lowering the risk of SAN outages within the OCTO enterprise. A new SAN footprint and migration plan has been implemented and designed that will provide a more robust virtualization and storage solution that will inevitably support all District storage functionality once the phased implementation and enhancements are completed.

A.5 Requirements

The contractor shall provide the following:

- A.5.1 To best accommodate, the solution must include 12-month design, migration and implementation services contracts that must be implemented locally, onsite within the OCTO Data Centers.

Description	Quantity
Dell San/Storage Solution Services Date of Award – Dec 30 2016	1
Dell San/Storage Solution Services Jan 1 2017 – Mar 31, 2017	1
Dell San/Storage Solution Services Apr 1 2017 – June 30 2017	1
Dell San/Storage Solution Services Jul 1 2017 – Sep 30 2017	1

- A.5.2 Contractor shall provide only the most current models, components and accessories in new, fully operational, factory sealed condition, with all applicable licenses.
- A5.3 The Office of the Chief Technology Officer will not accept any re-furbished hardware for original hardware purchases. No substitution of hardware manufacturer, model, or type will be accepted.

Attachment B
Price Schedule

Base Year

Item Number	Description	Quantity	Unit Price	Total Price
0001	Dell San/Storage Solution Services Date of Award – 12/31/2016	1	\$82,640.00	\$82,640.00
0002	Dell San/Storage Solution Services 01/01/2017 – 03/31/2017	1	\$82,640.00	\$82,640.00
0003	Dell San/Storage Solution Services 04/01/2017 – 06/30/2017	1	\$82,640.00	\$82,640.00
0004	Dell San/Storage Solution Services 07/01/2017 – 09/30/2017	1	\$82,640.00	\$82,640.00
Total				\$330,560.00

Option Period 1

Item Number	Description	Quantity	Unit Price	Total Price
1001	Dell San/Storage Solution Services 10/01/2017– 12/31/2017	1	\$82,640.00	\$82,640.00
1002	Dell San/Storage Solution Services 01/01/2018 – 03/31/2018	1	\$82,640.00	\$82,640.00
1003	Dell San/Storage Solution Services 04/01/2018- 06/30/2018	1	\$82,640.00	\$82,640.00
1004	Dell San/Storage Solution Services 07/01/2018- 09/30/2018	1	\$82,640.00	\$82,640.00
Total				\$330,560.00

Option Period 2

Item Number	Description	Quantity	Unit Price	Total Price
2001	Dell San/Storage Solution Services 10/01/2018– 12/31/2018	1	\$82,640.00	\$82,640.00
2002	Dell San/Storage Solution Services 01/01/2019 – 03/31/2019	1	\$82,640.00	\$82,640.00
2003	Dell San/Storage Solution Services 04/01/2019- 06/30/2019	1	\$82,640.00	\$82,640.00
2004	Dell San/Storage Solution Services 07/01/2019- 09/30/2019	1	\$82,640.00	\$82,640.00
Total				\$330,560.00