GOVERNMENT OF THE DISTRICT OF COLUMBIA			1.REQUISITION NUMBER RQ962373		PAGE
SYSTEM PURCHASE AGREEMENT/DELIVERY ORDER FOR SERVICES					
OFFEROR TO COMPLETE BLOCKS 18 & 29					1 of 5

2. TASK ORDER AGREEMENT NO.	3. Award/Effective Date	4. CONTRACT NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
CW54570	See 30C below	VA-140401-DELL	----	08/11/17

7. FOR SOLICITATION INFORMATION CONTACT: Email:	A. NAME	B. TELEPHONE (No Collect Calls)	8.OFFER DUE DATE: 08/15/17

9. ISSUED BY	10. THIS ACQUISITION IS	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☒ N/A	12. PAYMENT DISCOUNT TERMS Net 30 days
Office of Contracting and Procurement Information Technology Group 441 4TH Street N.W., Suite 700 South Washington, D.C. 20001	☐ UNRESTRICTED ☐ SET ASIDE %FOR ☐ SMALL BUSINESS ☐ SMALL DISADV. BUS. ☐ COG Rider ☒ Cooperative Agreement SIC: SIZE STANDARD:	☐ 13. RESERVED	
		14. METHOD OF SOLICITATION ☒ RFTOP ☐ RFQ ☐ IFB ☐ RFP ☐ 2-STEP	

5. CONTRACTOR / OFFEROR	16. PAYMENT WILL BE MADE BY CODE
Dell Marketing LP One Dell Way Round Rock, T.X. 78682	Office of the Chief Technology Officer 200 I street S.E., 5th Floor Washington, D.C., 20003 Email: octo.accountspayable@dc.gov

15A DUNS NO. 15B TAX ID NO.	
17. DELIVER TO Office of the Chief Technology Officer Attention: Anthony Watkins 200 I street S.E Washington, DC 20003	**18. ADMINISTERED BY** Office of Contracting and Procurement Information Technology Group 441 4TH Street N.W., Suite 700 South Washington, D.C. 20001

18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER ☐	18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
CLINs 0001	11393-M0010	2	each	$216,992.79	$433,985.58

25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.	26. TOTAL AWARD (FOR GOVT. USE ONLY) $433,985.58

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 *Diane Wigington*	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 09/11/2017	30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Chris Yi Contracting Officer	30C DATE SIGNED 9-12-17

1. **PRODUCT REQUIRED:**

   The District of Columbia Government, Office of Contracting and Procurement on behalf of the Office of the Chief Technology Officer, Enterprise Cloud & Infrastructure Services program, have a requirement to enhance our current Backup Infrastructure, Netbackup by Symantec. This system provides backups for the vast amount of Operating systems, Applications and Databases that are currently managed and deployed at the OCTO Enterprise Datacenters. The program needs to procure additional hardware to accommodate citywide data growth, backup and retention requirements.

2. **COOPERATIVE AGREEMENT NUMBER:**

   VA-140401-DELL

3. **TASK ORDER NO.:**

   CW54570

4. **PERIOD OF PERFORMANCE:**

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

5. **CONTRACTING OFFICER (CO)**

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

   > Chris Yi
   > Office of Contracting and Procurement
   > 441 4th Street N.W., 700 South
   > 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, IT Logistics & Procurement Project Manager
> Office of the Chief Technology Officer
> 200 I Street, SE
> Washington, DC 20003
> Telephone: (202) 481-3830
> E-mail: jonquil.prophet@dc.gov

7.3 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.

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

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

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

8.3 The District follows a specific policy for services related to software/hardware (SW/HW) maintenance/licenses and support services. These services must be provided and billed within the District's fiscal year (October 1 to September 30). Invoices should only cover one fiscal year and the District cannot be held liable for any such services not billed and paid 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.

8.4 By accepting this contract, for SW/HW maintenance/licenses and support services, you agree that a proper invoice constitutes a service period that covers ONLY October 1 through September 30.

9. INVOICE SUBMITTAL

9.1 The Contractor shall submit proper invoices upon completion of services. Invoices shall be prepared in triplicate and submitted to the agency Chief Financial Officer (CFO) with a concurrent copy to the Contracting Officer's Technical Representative (CA) specified in 7. The address of the CFO is:

> DC Office of the OCTO (Accts Payable)
> 200 I Street S.E., Room 5410-D
> Washington, DC 20003
> Email: OCTO.AccoutsPayable@dc.gov

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.   ORDERING CLAUSE

10.1   Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

10.2   All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

10.3   If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

11.   INCORPORATED DOCUMENTS AND ORDER OF PRECEDENCE

The following documents are incorporated by reference into the contract. In the event of an inconsistency among the provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

10.1   Statement of Work (Attachment A)

10.2   Pricing Schedule (Attachment B)

ATTACHMENT A
STATEMENT OF WORK

A.1   SCOPE

The District of Columbia Government, Office of Contracting and Procurement on behalf of the Office of the Chief Technology Officer, Enterprise Cloud & Infrastructure Services program, have a requirement to enhance our current Backup Infrastructure, Netbackup by Symantec. This system provides backups for the vast amount of Operating systems, Applications and Databases that are currently managed and deployed at the OCTO Enterprise Datacenters. The program needs to procure additional hardware to accommodate citywide data growth, backup and retention requirements.

A.2   APPLICABLE DOCUMENTS

Not Applicable

A.3   DEFINITIONS

Not Applicable

A.4   BACKGROUND

The District of Columbia Government, Office of the Chief Technology Officer, Enterprise Cloud & Infrastructure Services program, has a requirement to enhance our current Backup Infrastructure, Netbackup by Symantec. The Enterprise Backup and DR infrastructure presently utilizes Netbackup by Symantec. In order to maintain current operations and process new requests, the program requires a hardware enhancement which would provide us with over 250 TBs of available, redundant space. As requests for SAN Storage increases, the program must be able to match the capacity for backups in the case of a disaster recovery event. Netbackup is required to ensure that the District's critical Microsoft Operating Systems, Linux Operating Systems, applications and database services can be restored in the event of a disaster. Symantec's NetBackup 5330 scales to 228 TB, nearly double the maximum capacity of its 5230 appliances and it better integrates technically with our new Oracle hardware. The NetBackup 5330s also provide a higher, more dense compression rate on our 4PB Citywide data backup requirements.

A.5   REQUIREMENTS

A.5.1   The contractor shall ship equipment within five (5) business days, in its entirety, in the original manufacture packaging to Office of the Chief Technology Officer, Central Receiving, 200 I Street, SE, Washington, DC 20003, Attn: Anthony Watkis.

A.5.2   The contractor shall not provide substitution of hardware, manufacturer, model, or type to the District.

A.5.3   The Contractor shall provide electronic confirmation of product configuration should be

delivered to the Contract Administrator.

A.5.4 The Contractor shall transfer ownership of hardware to the Office of the Chief Technology Officer after completion of delivery, and issuance of the purchase order.

A.5.5 The Contractor shall provide the following:

Item No.	Product No.	Description	Quantity
1	11393-M0010	NETBACKUP APPLIANCE 5330 229TB EXPANSION STORAGE SHELF APPLIANCE - + ESSENTIAL MAINTENANCE BUNDLE INITIAL 12MO GOV Veritas	2

/ATTACHMENT B:
PRICE SCHEDULE

B.1 The District of Columbia Government, Office of Contracting and Procurement on behalf of the Office of the Chief Technology Officer, Enterprise Cloud & Infrastructure Services program, have a requirement to enhance our current Backup Infrastructure, Netbackup by Symantec. This system provides backups for the vast amount of Operating systems, Applications and Databases that are currently managed and deployed at the OCTO Enterprise Datacenters. The program needs to procure additional hardware to accommodate citywide data growth, backup and retention requirements.

B.2 The District contemplates award of a Firm Fixed Price contract in accordance with 27 DCMR Chapter 24.

B.3 PRICE SCHEDULE

CLIN	Product No.	Description	Quantity	Unit Price	Extended Amount
0001	11393-M0010	NETBACKUP APPLIANCE 5330 229TB EXPANSION STORAGE SHELF APPLIANCE - + ESSENTIAL MAINTENANCE BUNDLE INITIAL 12MO GOV Veritas	2	$216,992.79	$433,985.58
Grand Total					$433,985.58