GOVERNMENT OF THE DISTRICT OF COLUMBIA
TASK ORDER/DELIVERY ORDER FOR SERVICES
OFFEROR TO COMPLETE BLOCKS 18 & 29

2. TASK ORDER AGREEMENT NO. CW57491
3. Award/Effective Date See Block 30C
4. CONTRACT NUMBER VA-140401-Dell

7. FOR SOLICITATION INFORMATION
CONTACT: Joell D. Royal
Email: joell.royal@dc.gov

9. ISSUED BY Office of Contracting and Procurement
Information Technology Group
200 I St., SE
Washington, D.C. 20003

5. CONTRACTOR / OFFEROR Dell Marketing L.P
One Dell Way MS RR1-35
Round Rock, TX 7882

10. THIS ACQUISITION IS
☐ UNRESTRICTED
☐ SET ASIDE
☐ SMALL BUSINESS
☐ SMALL DISADV. BUS.
☐ Co-Operative
SIC:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ N/A

12. PAYMENT DISCOUNT TERMS
Net 30 days

15A DUNS NO. 15B TAX ID NO.

16. PAYMENT WILL BE MADE BY
DC Office of the OCTO (Accts Payable)
200 I St. SE
Washington, DC 20003
Phone: 1(202) 727-2277

18. ADMINISTERED BY
OCTO
200 I Street, SE
Washington, DC 20003
jonquil.prophet@dc.gov

19. ITEM NO. 20 SCHEDULE OF SUPPLIES/SERVICES

21 QUANTITY 22 UNIT 23 UNIT PRICE 24 AMOUNT

0001 VMware Workspace ONE, Advanced Edition, (Includes AirWatch)
Perpetual: 1 Device - 1 year support
(Product No.: VA-WOA-PLL-A-D-F)
(See Attachment A Price Schedule)

3000 Ea. $86.05 $258,150.00

28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS
TASK ORDER IN THE FOLLOWING ORDER: THIS TASK ORDER IS SUBJECT TO THE
TERMS AND CONDITIONS OF THE NSA CONTRACT IDENTIFIED IN BLOCK 4.

39A. SIGNATURE OF OFFEROR / CONTRACTOR
Diane Wigington

39B. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
Diane Wigington, Public Contracts Manager

29C. DATE SIGNED 12/15/2017

30C. DATE SIGNED 12/18/2017

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 NSA CONTRACT IDENTIFIED IN BLOCK 4.

25. ACCOUNTING AND APPROPRIATION DATA
PURCHASE ORDER NO. 26. TOTAL AWARD ($FOR GOVT. USE ONLY)
$258,150.00
1. SERVICES REQUIRED

The Government of the District of Columbia, through the Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (OCTO), Citywide Messaging (CWM) Program, seeks an authorized reseller of AirWatch Mobile Device Management (MDM) products. Air Watch is the selected product, for city-wide use in support of the MDM policy. OCTO is the agency that will provide and administer the MDM effort. OCTO intends to procure new AirWatch MDM licenses."

2. PRICE SCHEDULE

The District contemplates award of a Firm Fixed Price contract.

See Attachment A- Price Schedule

3. TERM OF CONTRACT

The period of performance shall be from the date of award through September 30, 2018.

4. OPTION TO EXTEND THE TERM OF THE CONTRACT

4.1. The District may extend the term of this contract for a period of one, one-year option period, 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(s) shall be as specified in the Attachment A.

4.4. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 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: 202-727-0252  
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.

6. 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:

Ms. Jonquil Prophet  
I.T. Logistics & Procurement, Project Manager  
OCTO  
200 I Street, SE  
Washington, DC 20003  
202-481-3830  
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.

7. **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.

8. **COMPENSATION AND 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**

   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 the Office of Chief Technology Officer (OCTO) with a concurrent copy to the Contracts Administrator (CA) specified in Section 4 above. The address of the Office of Chief Technology Officer (OCTO) is:

   Office of the Chief Technology Officer
   200 I Street, SE
   Washington, DC 20003

   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;

Task Order No. CW57491
vii. Authorized signature.

e) 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.

d) To constitute a proper invoice, the Contractor shall attach to all payment requests the invoice and all supporting documentation or information.

10. 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

(2) Price Schedule, Attachment A

(3) Cooperative Agreement Contract No. VITA Contract VA-140401-Dell
### ATTACHMENT A

**PRICE SCHEDULE**

Base Period (Date for Award through September 30, 2018)

<table>
<thead>
<tr>
<th>Contract Line Item Number (CLIN)</th>
<th>Description</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>VMware Workspace ONE, Advanced Edition, (Includes AirWatch) Perpetual: 1 Device - 1 year support</td>
<td>3,000</td>
<td>$86.05</td>
<td>$258,150.00</td>
</tr>
</tbody>
</table>

**B.1.2 Option Year 1 (October 1, 2018 through September 30, 2019)**

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Description</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001</td>
<td>VMware Workspace ONE, Advanced Edition, (Includes AirWatch) Perpetual: 1 Device - 1 year support</td>
<td>3,000</td>
<td>$21.77</td>
<td>$65,310.00</td>
</tr>
</tbody>
</table>