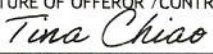
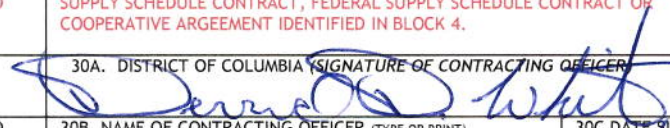


GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER RK120360		PAGE 1 of 6	
2. TASK ORDER AGREEMENT NO. CW72139		3. Award/Effective Date See Block 30c.		4. CONTRACT NUMBER AR2472		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CONTACT Email: georgette.johnson@dc.gov		A. NAME Georgette Johnson		B. TELEPHONE (No Collect Calls) 202-727-1104		8. OFFER DUE DATE:	
9. ISSUED BY Office of Contracting and Procurement Information Technology Group 441 4TH Street, N.W., Suite 330 South 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"/> DCSS 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 Carahsoft Technology Corporation 11493 Sunset Hills Road Suite 100 Reston, VA 20109			16. PAYMENT WILL BE MADE BY CODE Office of the Chief Technology Officer 200 I Street, S.E., 5th Floor Washington, D.C. 20003				
15A DUNS NO. 15B TAX ID NO.			18. ADMINISTERED BY Office of the Chief Technology Officer 200 I Street, S.E., 5th Floor Washington, D.C. 20003				
17. DELIVER TO Office of the Chief Technology Officer 200 I Street, S.E., 5th Floor Washington, D.C. 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 IEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES			21 QUANTI TY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	Amazon Web Service (AWS) Cloud Solutions			1	Each	----	Minimum \$10,000.00 Maximum \$250,000.00
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.				26. TOAL AWARD (FOR GOVT. USE ONLY) Minimum \$10,000.00/ Maximum \$250,000.00			
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. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE DC SUPPLY SCHEDULE CONTRACT, FEDERAL SUPPLY SCHEDULE CONTRACT OR COOPERATIVE ARGEMENT IDENTIFIED IN BLOCK 4.				28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: (1) CONTRACTOR'S Technical proposal THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE DC SUPPLY SCHEDULE CONTRACT, FEDERAL SUPPLY SCHEDULE CONTRACT OR COOPERATIVE ARGEMENT 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) Director of Sales		29C. DATE SIGNED 7/3/19		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Derrick White Chief Contracting Officer		30C DATE SIGNED 7/5/19	

Task Order Agreement No. CW72139

1. SERVICES REQUIRED

The Office of Contracting and Procurement, on behalf of Office of the Chief Technology Officer and various District agencies seek to procure Amazon Web Service (AWS) Cloud Solutions from an authorized AWS reseller. The contractor shall assist the District with migrating existing accounts under the new OCTO managed parent account without disruption to service, this ensures daily business needs are met.

2. CONTRACT NUMBER

NASPO Master Agreement No. AR2427

3. TASK ORDER NUMBER

CW72139

4. TERM OF CONTRACT

The period of performance shall be one year from date of Award, page 1, box 30c, of this Task Order contract.

4.1.1 The District may extend the term of this contract for a period of four (4), one (1) 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.

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

4.1.3 The price for the option period(s) shall be as specified in the Attachment B of the task order contract.

4.1.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years, but, in no event shall the term of this Task Order extend beyond the expiration date provided in NASPO ValuePoint AR2472.

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:

Derrick White
Chief Contracting Officer
Office of Contracting and Procurement
Washington, D.C. 20001
Telephone: 202.724.5278
E-mail: derrick.white@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 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

Task Order Agreement No. CW72139

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:

Tehsin Faruk
Deputy Chief of Staff
Office of the Chief Technology Officer
Washington, D.C. 20003
Telephone: 202.715.3735
Email: tehsin.faruk@dc.gov

- 7.2** 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.
- 7.3** 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.
- 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.
- 8.1** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.
- 8.2** The District follows a specific policy for services related to Software/Hardware 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 within the same fiscal year (October 1 to September 30). The District issues separate payment for each fiscal year for accounting and budgetary reasons.
- 8.3** By accepting this contract, for Software/Hardware 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**
The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in the contract.
- 9.1** 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.
- 9.2** To constitute a proper invoice, the Contractor shall attach to all payment requests the invoice and all supporting documentation or information.
- 10. ORDERING**
Services to be furnished under this contract will be ordered by the Contract Administrator specified in Section 7.
- 11. ATTACHMENTS**
- 11.1** Attachment A – Statement of Work
- 11.2** Attachment B - Price Schedule
- 11.3** Attachment C - Price List

Task Order Agreement No. CW72139

ATTACHMENT A **Statement of Work**

A.1 SCOPE

The Office of Contracting and Procurement, on behalf of Office of the Chief Technology Officer and various District agencies seek to procure Amazon Web Service (AWS) Cloud Solutions from an authorized AWS reseller. The contractor shall assist the District with migrating existing accounts under the new OCTO managed parent account without disruption to service, this ensures daily business needs are met.

A.2 APPLICABLE DOCUMENTS

Not applicable.

A.3 DEFINITIONS/ ACRONYM

Not applicable.

A.4 BACKGROUND

In late 2017 the District of Columbia began offering Amazon Connect as an alternative contact-center solution to DCNET current on-prem contact-center solution. Amazon Connect has been an affordable option for small District Contact Centers that cannot afford the up-front capital cost associated with the current on-prem contact-center solution. Additionally, Amazon Connect's usage-based pricing model is a cost-effective alternative for those agency contact-centers that have relatively low call-volumes and/or seasonal peaks and valleys in their call-volume.

As for District contact-centers that have substantial call-volume and limited call-taker resources, the usage-based cost model may prove to be cost-prohibitive. However, even these District call-centers have benefitted by incorporating Connect into their existing Customer Experience by augmenting rather than replacing their entire contact-center solution. For these particular use-cases Connect is serving as a low-cost option for agency contact-centers that want to incorporate self-service options during the customer experience by front-ending calls through Connect and self-serve customers before queueing calls on the on-prem contact-center.

As more Contact Centers migrate to Amazon Connect, OCTO needs the functionality that the Amazon Organizations service can provide. Amazon Organizations will allow OCTO to centrally manage Agency child AWS accounts, simplify integration with enterprise usage and billing applications, manage and monitor security control and maintain governance across the entire all District AWS accounts.

A.5 REQUIREMENTS

A.5.1 The contractor shall provide the District of Columbia Government with a primary AWS account that will allow the District of Columbia unfettered access to leverage the entire suite of AWS services to include AWS Organization, Single-sign-on, and the ability to create and manage child accounts.

A.5.2 The contractor shall provide direct access to AWS support to make requests for soft limit increases and support cases.

A.5.3 The contractor shall provide a root/parent account that will allow the creation of child accounts and unfettered access to all AWS services to include Amazon Organizations.

A.5.4 The Contractor shall assist the District with migrating approximately 13 existing accounts to the new OCTO AWS Organization.

A.5.5 The Contractor shall warrant and represents that the equipment/service is eligible for the manufacturer's normal [and extended] warranty and support within the United States to Authorized Users.

Task Order Agreement No. CW72139

- A.5.6** The Contractor shall provide evidence of its authorized AWS reseller agreement or certification and is not purchasing from other than manufacturers or stocking distributors.

Task Order Agreement No. CW72139

ATTACHMENT B

Price Schedule

B.1 The Office of Contracting and Procurement, on behalf of Office of the Chief Technology Officer and various District agencies seek to procure Amazon Web Service (AWS) Cloud Solutions from an authorized AWS reseller. The contractor shall assist the District with migrating existing accounts under the new OCTO managed parent account without disruption to service, this ensures daily business needs are met.

B.2 The District contemplates award of Indefinite Delivery Indefinite Quantity (IDIQ) Task Order contract.

B.3 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

- a) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, Section 10. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum amount of \$250,000.00. The District will order at least the minimum amount of \$10,000.00.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after contract expire.
- d) All orders issued shall be in accordance with the Price List, Attachment C.

B.4 Price Schedule - IDIQ

B.4.1 Base Year

CLINs	Product	Price Minimum	Price Maximum
0001	Amazon Web Service (AWS) Cloud Solutions	\$10,000.00	\$250,000.00

B.4.2 Option Year 1

CLINs	Product	Price Minimum	Price Maximum
1001	Amazon Web Service (AWS) Cloud Solutions	\$10,000.00	\$250,000.00

B.4.3 Option Year 2

CLINs	Product	Price Minimum	Price Maximum
2001	Amazon Web Service (AWS) Cloud Solutions	\$10,000.00	\$250,000.00

B.4.4 Option Year 3

CLINs	Product	Price Minimum	Price Maximum
3001	Amazon Web Service (AWS) Cloud Solutions	\$10,000.00	\$250,000.00

B.4.4 Option Year 4

CLINs	Product	Price Minimum	Price Maximum
4001	Amazon Web Service (AWS) Cloud Solutions	\$10,000.00	\$250,000.00

Task Order Agreement No. CW72139

ATTACHMENT C

Price List