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

2. TASK ORDER AGREEMENT NO. CW73852
3. Award/Effective Date See Block 30c.
4. CONTRACT NUMBER GS-35F-0739M
7. FOR SOLICITATION INFORMATION CONTACT Email: georgette.johnson@dc.gov
8. NAME Georgette Johnson
9. ISSUED BY Office of Contracting and Procurement Information Technology Group
   441 4th Street, N.W., Suite 330 South Washington, D.C. 20001
5. CONTRACTOR / OFFEROR VION Corporation
    196 Van Buren Street, Suite 300 Herndon, VA 20170
16. PAYMENT WILL BE MADE BY CHECK Office of the Chief Technology Officer
     Accounts Payable
     200 1st Street, S.E., Room 5410-D
     Washington, D.C. 20003
     www.vendorportal.dc.gov
17. DELIVER TO Office of the Chief Technology Officer
    200 1st Street, S.E., 5th Floor
    Washington, D.C. 20003
18. ADMINISTERED BY Office of the Chief Technology Officer
    200 1st Street, S.E., 5th Floor
    Washington, D.C. 20003

19. SCHEDULE OF SUPPLIES/SERVICES

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tr>
<td>0001</td>
<td>DKC-F8101-1R8JGM.P</td>
<td>16</td>
<td>Each</td>
<td>$1,540.27</td>
<td>$24,644.32</td>
</tr>
<tr>
<td>0002</td>
<td>043-993073-01.P</td>
<td>96</td>
<td>Each</td>
<td>$1.41</td>
<td>$135.36</td>
</tr>
<tr>
<td>0003</td>
<td>044-235008-020.P</td>
<td>1</td>
<td>Each</td>
<td>$75,584.87</td>
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<td>0004</td>
<td>044-235001-020.P</td>
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<td>Each</td>
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<td>304-235008-020.P</td>
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<td>304-235001-020.P</td>
<td>6</td>
<td>Each</td>
<td>$653.30</td>
<td>$3,919.80</td>
</tr>
</tbody>
</table>

25. ACCOUNTING AND APPROPRIATION DATA
PURCHASE ORDER NO. 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 AGREEMENT IDENTIFIED IN BLOCK 4.

28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING ORDER: (1) CONTRACTOR'S Technical proposal (2) District of Columbia (Signature of Contracting Officer)

Signature of Offeror / Contractor

29. NAME AND TITLE OF SIGNER Michael M McGowan, CHRO/Exec VP

30. NAME AND DATE OF SIGNING 08/20/2019

31. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER)

$150,586.90
Task Order Agreement No. CW73852

1. Services Required

The District of Columbia Office of Contracting and Procurement on behalf of the Office of Chief Technology Officer seeks a Contractor to provide additional Mainframe Storage for Local Replication for the District's Hitachi USPV G1000 to prepare the organization for ongoing business need changes.

2. Contract Number

GS-35F-0739M

3. Task Order Contract Number

CW73852

4. Term of Contract

The base period of performance shall be one year from the date of Award.

5. Contracting Officer

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
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

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.
Task Order Agreement No. CW73852

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:

Glenn Minter
Office of the Chief Technology Officer
Washington, D.C. 20003
Telephone: 202.442.3222
Email: Glenn.Minter@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. Invoice 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 district's 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.
Task Order Agreement No. CW73852

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. Deliverables

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the personnel identified below:

Sidney Owens
200 I Street S.E.
Washington, D.C. 20003
Telephone: (202) 727-5301
E-Mail: Sidney.Owens@dc.gov

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Deliverable</th>
<th>Quantity</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>16.8 terabytes of useable Hitachi disk drive storage with Maintenance.</td>
<td>1</td>
<td>No later than 30 days after award.</td>
</tr>
<tr>
<td>2</td>
<td>Local replication licenses (Shadow Image) for the 16.8 terabytes of disk storage with maintenance.</td>
<td>1</td>
<td>No later than 30 days after award.</td>
</tr>
</tbody>
</table>

11. Attachments

11.1 Attachment A – Statement of Work

11.2 Attachment B - Price Schedule
Task Order Agreement No. CW73852

ATTACHMENT A
Statement of Work

A.1 Scope
The District of Columbia Office of Contracting and Procurement on behalf of the Office of Chief Technology Officer seeks a Contractor to provide additional Mainframe Storage for Local Replication for the District’s Hitachi USPV G1000 to prepare the organization for ongoing business need changes.

A.2 Applicable Documents
Not applicable.

A.3 Definitions
Not applicable.

A.4 Background

The Office of the Chief Technology Officer’s (OCTO) Mainframe Services Department hosts mainframe-based applications on the IBM Z-series platform on behalf of the Department of Human Service, the Department of Motor Vehicles, and the University of the District of Columbia, the Department of Employment Service, the Office of the Chief Financial Officer, and the Office of Tax and Revenue.

To host the applications OCTO maintains two datacenters. From the mainframe perspective, one of the datacenters is the primary and the other is for Disaster Recovery. The current Mainframe Disaster Recovery (DR) strategy involves mirroring all disks and remotely copying all tapes from the primary to the DR data center. In the event of a disaster that does not affect the DR Datacenter, recovery is accomplished by bringing all systems up at the DR Datacenter. However, if both datacenters are affected then recovery may not be possible. To remedy this situation, a set of encrypted tapes will be created for vaulting outside of both datacenters. Additional disk storage and licenses are part of the remedy.

A.5 Requirements

A.5.1 The Contractor shall provide the following:

<table>
<thead>
<tr>
<th>Item #</th>
<th>Manufacturer</th>
<th>Part Number</th>
<th>Description</th>
<th>Quantity</th>
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<tbody>
<tr>
<td>1</td>
<td>Hitachi</td>
<td>DKC-F8101-1R8JGM.P</td>
<td>1800GB, 10K rpm SFF Disk Drive</td>
<td>16</td>
</tr>
<tr>
<td>2</td>
<td>Hitachi</td>
<td>043-993073-01.P</td>
<td>SVC VSP G1000/G1500 HDD 1Mo Yr-A PREM (per HDD)</td>
<td>96</td>
</tr>
<tr>
<td>3</td>
<td>Hitachi</td>
<td>044-235008-020.P</td>
<td>VSP G1x00 Local Rplcm for MF 20TB Block</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Hitachi</td>
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<td>VSP G1x00 SVOS 20TB Block</td>
<td>1</td>
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<td>5</td>
<td>Hitachi</td>
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<td>6</td>
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<tr>
<td>6</td>
<td>Hitachi</td>
<td>304-235001-020.P</td>
<td>SVC VSP G1800 SVOS 20TB Block - SW Spt</td>
<td>6</td>
</tr>
</tbody>
</table>
Task Order Agreement No. CW73852

A.5.2 The Contractor shall upgrade the District of Columbia’s Hitachi Universal Storage Platform Model G1000, serial number is 57458, as follows:

A.5.2.1 16.8 terabytes of useable Hitachi disk drive storage with maintenance.

A.5.2.2 Local replication licenses (Shadow Image) and maintenance for the 20 terabytes of disk storage.

A.5.3 Contractor shall provide only the most current models, components and accessories in new, fully operational, factory sealed condition, with all applicable licenses.

A.5.4 The Contractor shall warrant and represents that the equipment is eligible for the manufacturer’s normal [and extended] warranty and support within the United States to Authorized Users.

A.5.5 The Contractor shall be authorized to bid on the requirements through the bidder’s GSA schedule and shall not be sourcing the requirements from other than the manufacturer or authorized stocking distributors. Previously owned, damaged, refurbished, remanufactured, counterfeit, “gray market” or substitute third party items will not be accepted.

A.5.6 The Contractor shall deliver the requirements of section A.5.1 and A.5.2, including any accompanying material, software and licensing to the following address within 30 days of date of Award:

Sidney Owens
200 I Street S.E.
Washington, D.C. 20003
Telephone: (202) 727-5301
E-Mail: Sidney.Owens@dc.gov
### ATTACHMENT B

#### Price Schedule

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Ext. Price</th>
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</thead>
<tbody>
<tr>
<td>0001</td>
<td>DKC-F8101-1R8JGM.P 1800GB, 10K rpm SFF Disk Drive</td>
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<tr>
<td><strong>Total</strong></td>
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<td><strong>$150,866.90</strong></td>
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