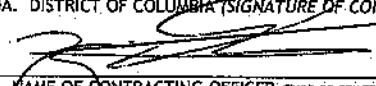# GOVERNMENT OF THE DISTRICT OF COLUMBIA
SYSTEM PURCHASE AGREEMENT/DELIVERY ORDER FOR SERVICES
OFFEROR TO COMPLETE BLOCKS 18 & 29

1. REQUISITION NUMBER	PAGE
RK144340	1 of 4

2. TASK ORDER AGREEMENT NO.	3. Award/Effective Date	4. CONTRACT NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
CW79929	See 30C below	VA-190822-Dell	RK144340	January 29, 2020

7. FOR SOLICITATION INFORMATION CONTACT: Mustafa KAKAR Email: Mustafa.kakar1@dc.gov	A. NAME Mustafa KAKAR	B. TELEPHONE (No Collect Calls) 202-724-2017	8. OFFER DUE DATE: January 30, 2020

9. ISSUED BY	10. THIS ACQUISITION IS	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: ☒ N/A	12. PAYMENT DISCOUNT TERMS

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
- ☐ UNRESTRICTED
- ☐ SET ASIDE   %FOR
- ☐ SMALL BUSINESS
- ☐ SMALL DISADV. BUS.
- ☐ COG Rider
- ☐ DCSS
- ☒ Cooperative Agreement

SIC:
SIZE STANDARD:

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

12. PAYMENT DISCOUNT TERMS
Net 30 days

☐ 13. RESERVED

14. METHOD OF SOLICITATION
☒ RFTOP   ☐ RFQ   ☐ IFB   ☐ RFP   ☐ 2-STEP

15. CONTRACTOR / OFFEROR

Dell Marketing LP
One Dell Way
Round Rock, Texas 78682
POC: Mido Hajaji Mobile 571.226.7315
Mido_hajaji@Dell.com

15A DUNS NO. 877936518   15B TAX ID NO. 74-2616805

16. PAYMENT WILL BE MADE BY   CODE

Office of the Chief Technology Officer
441 4th Street, NW
Washington, DC 20001

17. DELIVER TO
Office of the Chief Technology Officer
Attn: Ortiz Troy Evans
(202)-727-5316
200 I Street, S.E.
Washington, D.C. 20003

18. ADMINISTERED BY
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
☐

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	Dell Onsite SAN/Storage Residency Engineering Services	1	Each	$290,000.00	$290,000.00

25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.	26. TOTAL AWARD (FOR GOVT. USE ONLY) $290,000.00

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.

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)
Cyndi_Radel Digitally signed by Cyndi_Radel Date: 2020.01.31 15:43:11 -05'00'	

29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Cynthia B. Radel Contract Program Manager	29C. DATE SIGNED January 31, 2020	30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Chris Yi Contracting Officer	30C DATE SIGNED 1-31-2020

1. PRODUCT REQUIRED:

The Office of the Chief Technology Officer (OCTO), Enterprise Cloud & Infrastructure Services (ECIS) program seeks to procure Dell Onsite SAN/Storage Residency Engineering Services to assist with supporting and maintain Dell storage installation, configuration, management, maintenance and any other reasonable tasks within scope.

The objective of the Dell Onsite SAN/Storage Residency Engineering Services is to provide resource(s) to function as a supplemental resource in OCTO's current I/T organization, working at the direction of OCTO, for the Supported Sites identified in this SOW.

2. Cooperative Agreement NUMBER: VA190822-DELL

3. TASK ORDER NO.: CW79929

4. TERM OF CONTRACT:

The period of performance shall be from date of award through September 30, 2020.

5. OPTION TO EXTEND THE TERM OF CONTRACT:

5.1 The District may extend the term of this contract for a period of (4) 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.

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

5.3 The price for the option period(s) shall be as specified in the Section B of the contract. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

6. 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

7.   AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

7.1   The CO is the only person authorized to approve changes in any of the requirements of this contract.

7.2   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.

7.3   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.

8.   CONTRACT ADMINISTRATOR (CA)

8.1   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:

8.1.1   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;

8.1.2   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;

8.1.4   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

8.1.5   Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

8.2   The address and telephone number of the CA is:

>   Ortiz Troy Evans
>   Director, ECIS
>   Govt of the District of Columbia
>   Office of Chief Technology Officer
>   200 I Street, SE, WDC   20003
>   202-727-5316
>   evans.troy@dc.gov

8.3   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.

8.4   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.

9.   PAYMENT

   a)   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.

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

10.   INVOICE SUBMITTAL

   a)   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.

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

   c)   The Contractor shall submit proper invoices monthly or as otherwise specified in the contract.

11.   ATTACHMENTS

   11.1   Statement of Work (Attachment A)

   11.2   Pricing Schedule (Attachment B)

ATTACHMENT A SOW

A.1   SCOPE:

The Office of the Chief Technology Officer (OCTO), Enterprise Cloud & Infrastructure Services (ECIS) program seeks to procure Dell Onsite SAN/Storage Residency Engineering Services to assist with supporting and maintain Dell storage installation, configuration, management, maintenance and any other reasonable tasks within scope.

The objective of the Dell Onsite SAN/Storage Residency Engineering Services is to provide resource(s) to function as a supplemental resource in OCTO's current I/T organization, working at the direction of OCTO, for the Supported Sites identified in this SOW.

A.2   APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

N/A

A.3   DEFINITIONS

These terms when used in this RFTOP have the following meanings:

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) **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.
c) **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

A.4   BACKGROUND

The Office of the Chief Technology Officer, ECIS Program, manages Enterprise Storage Services (SAN) for over 80 District agencies. OCTO Enterprise Data Centers store over 6.5 Petabytes of DC Government agencies' critical data on the Dell storage arrays.

ECIS manages and supports Dell SAN/Storage equipment in the OCTO datacenters which supports critical citywide government operations, therefore the Dell Onsite SAN/Storage Residency Engineering Services is critical in ensuring optimal performance and availability of the Dell Storage equipment.

A.5   REQUIREMENTS

The Contractor shall provide Dell Onsite SAN/Storage Residency Engineering Services to include:

a) The Contractor shall provide day-to-day operational support and guidance to OCTO on the management and use of the specified technologies. Services provided by Dell EMC include:
b) The Contractor shall assist OCTO with the operational responsibility and daily administration activities to support the solution environment.
c) The Contractor shall share ownership of operational responsibility for infrastructure related to the solution configuration, provisioning, maintenance, monitoring, and service level alignments at OCTO site(s).
d) The Contractor shall assist with the solution documentation of policies and procedures in conjunction with OCTO contact(s) and with other key stakeholders.
e) The Contractor shall provide knowledge transfer of Dell EMC Best Practices to address OCTO's skills and resource gaps
f) The Contractor shall ensure OCTO maintains operational understanding of the existing solution infrastructure to successfully run their day-to-day operations.
g) The Contractor shall design and document the SAN architecture and Storage configuration
h) The Contractor shall provide weekly capacity, performance/issues and project status reports
i) The Contractor shall determine whether the final design is a Dell approved and supported solution
j) The Contractor shall maintain and update SAN Design and architecture diagrams

A.6   DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the CA in accordance with the following:

All SAN/Storage Residency Services must be performed onsite (OCTO locations)

Item No	Deliverable	Quantity	Format/Method of Delivery	Due Date
1	San architecture and Storage configuration (A.5.G)	1	MS Word, MS Visio & email to CA	Weekly
2	Weekly Report (A.5.H)	1	MS Word, MS Visio, MS Project & email to CA	Weekly
3	Final design approval (A.5.I)	1	MS Word, MS Visio & email to CA	Weekly

ATTACHMENT B PRICE SCHEDULE

B.1 Base Period – Date of Award through September 30, 2020

Contract Line Item No. (CLIN)	Description	Quantity	Total Price
0001	Dell Onsite SAN/Storage Residency Engineering Services	1	$290,000.00
Total			$290,000.00

B.2 Option Year One (1) –October 1, 2020 through September 30, 2021

Contract Line Item No. (CLIN)	Description	Quantity	Total Price
1001	Dell Onsite SAN/Storage Residency Engineering Services	1	$330,560.00
Total			$330,560.00

B.3 Option Year One (2) –October 1, 2021 through September 30, 2022

Contract Line Item No. (CLIN)	Description	Quantity	Total Price
2001	Dell Onsite SAN/Storage Residency Engineering Services	1	$340,783.50
Total			$340,783.50

B.4 Option Year One (3) –October 1, 2022 through September 30, 2023

Contract Line Item No. (CLIN)	Description	Quantity	Total Price
3001	Dell Onsite SAN/Storage Residency Engineering Services	1	$340,783.50
	Total		$340,783.50

B.5 Option Year One (4) –October 1, 2023 through September 30, 2024

Contract Line Item No. (CLIN)	Description	Quantity	Total Price
4001	Dell Onsite SAN/Storage Residency Engineering Services	1	$340,783.50
	Total		$340,783.50