

<b>GOVERNMENT OF THE DISTRICT OF COLUMBIA</b> <b>SYSTEM PURCHASE AGREEMENT/DELIVERY ORDER FOR SERVICES</b> <b>OFFEROR TO COMPLETE BLOCKS 18 &amp; 29</b>				1. REQUISITION NUMBER <b>RK148793</b>		PAGE <b>1 of 4</b>	
2. TASK ORDER AGREEMENT NO. <b>CW81730</b>		3. Award/Effective Date <b>See 30C below</b>		4. CONTRACT NUMBER <b>47QTCA20D006P</b>		5. SOLICITATION NUMBER <b>Doc505285</b>	
6. SOLICITATION ISSUE DATE <b>March 19, 2020</b>		7. FOR SOLICITATION INFORMATION CONTACT: Mustafa KAKAR Email: Mustafa.kakar1@dc.gov		8. OFFER DUE DATE: <b>March 27, 2020</b>		9. ISSUED BY  <b>Office of Contracting and Procurement Information Technology Group 441 4<sup>TH</sup> Street, N.W., Suite 330 South Washington, D.C. 20001</b>	
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"/> COG Rider <input type="checkbox"/> DCS <input checked="" type="checkbox"/> GSA 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  <b>Net 30 days</b>		14. METHOD OF SOLICITATION  <input checked="" type="checkbox"/> RFTOP <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> 2-STEP	
15. CONTRACTOR / OFFEROR  <b>Vion Corporation 196 Van Buren St. Suite 300 Herndon, VA 20171</b>		16. PAYMENT WILL BE MADE BY  <b>Office of the Chief Technology Officer 441 4th Street, NW Washington, DC 20001</b>					
15A DUNS NO.0986953023		15B TAX ID NO. 521167763					
17. DELIVER TO <b>Office of the Chief Technology Officer Attn: Glenn Minter (202)-442-3222 200 I Street, S.E. Washington, D.C. 20003</b>		18. ADMINISTERED BY <b>Office of the Chief Technology Officer 200 I Street, S.E., 5th Floor Washington, D.C. 20003</b>					
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 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES			21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
1	<b>Hitachi VSP Model G1500 disk subsystem with 30 Terabytes of useable disk space, two Brocade Switches, and all software licenses</b>  <b>See attachment B Pricing Schedule</b>			1	Lot	\$584,132.60	\$584,132.60
25. ACCOUNTING AND APPROPRIATION DATA  PURCHASE ORDER NO.					26. TOTAL AWARD (FOR GOVT. USE ONLY)  <b>\$584,132.60</b>		
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  <i>S. Rob Davies</i>				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER)			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  <b>S. Rob Davies, EVP Operations</b>		29C. DATE SIGNED  <b>04/21/20</b>		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  <b>Chris Yi Contracting Officer</b>		30C. DATE SIGNED	

**1. PRODUCT REQUIRED:**

The Office of the Chief Technology Officer, Integrated Platform Services Department, seeks a contractor to provide G1500 Hitachi Virtual Storage Platform disk subsystems to replace with one of its two Hitachi Virtual Storage Platform (VSP) model G1000 disk subsystems.

**2. GSA CONTRACT NUMBER: 47QTCA20D006P**

**3. TASK ORDER NO.: CW81730**

**4. TERM OF CONTRACT:**

The period of performance shall be from date of award for one year

**5. ORDERING CLAUSE**

**5.1** 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.

**5.2** 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.

**5.3** 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.

**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: 202-724-5069  
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:

Glenn Minter  
Director, Integrated Platform System  
Govt of the District of Columbia  
Office of Chief Technology Officer  
200 I Street, SE, WDC 20003  
202-442-3222  
Glenn.Minter@dc.gov

**7.3** 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.

**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**

- 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 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**9. INVOICE SUBMITTAL**

- a) The Contractor shall submit payment requests in electronic format through the DC Vendor Portal [www.vendorportal.dc.gov](http://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.

**10. ATTACHMENTS**

**10.1** Statement of Work (Attachment A)

**10.2** Pricing Schedule (Attachment B)

## **ATTACHMENT A SOW:**

### **A.1 SCOPE:**

The Office of the Chief Technology Officer, Integrated Platform Services Department, seeks a contractor to provide G1500 Hitachi Virtual Storage Platform disk subsystems to replace with one of its two Hitachi Virtual Storage Platform (VSP) model G1000 disk subsystems.

### **A.2 APPLICABLE DOCUMENTS**

None

### **A.3 DEFINITIONS**

None

### **A.4 BACKGROUND**

The District of Columbia has two data centers each of which utilizes a District owned, similarly configured, Mainframe hardware environment. One of the data centers hosts business-critical applications for the District's Department of Motor Vehicles (DMV), Department of Human Services (DHS), Health Benefit Exchange (HBX), Department of Employment Services (DOES), Office of the Chief Financial Officer (OCFO), and the University of the District of Columbia (UDC). The other data center is used for Disaster Recovery. The disk subsystems are an integral component of the Mainframe hardware environments. The District is relocating the Disaster Recovery Data Center. Consequently, there is a requirement to replace the G1000 disk subsystem with a Hitachi G1500 disk subsystem.

### **A.5 REQUIREMENTS**

A.5.1 The Contractor shall provide Hitachi VSP Model G1500 disk subsystem with 30 Terabytes of useable disk space, two Brocade Switches, and all software licenses required to support Disaster recovery, including the delivery and installation services.

A.5.1.1 The Contractor shall provide Hitachi VSP G1500 Disk subsystem per the following specs including delivery and installation services and three years warranty;

Item No.	Manufacturer	Part Number	Description	Qty.
1	Hitachi	DTI4GL.P	4GB USB memory stick with lanyard	1
2	Hitachi	IP0662-14.P	LAN Cable 14ft	1
3	Hitachi	IP0665-45.P	RJ-45 Modular In-Line Coupler 6 Conductor	1
4	Hitachi	1P30A-15C13-3C19UL.P	PDU 208V, 30A, 1-Phase, NEMA L6-30P, 4.5m, 15 C13, 3 C19	4
5	Hitachi	041-100108-01.P	Virtual Storage Platform G1x00 Microcode Kit	1

6	Hitachi	DKC810I-CBXE.P	Primary Controller Chassis	1
7	Hitachi	DKC-F810I-BKMS.P	Cache Backup Module Kit for Small Memory	1
8	Hitachi	DKC-F810I-BMM128.P	Cache Flash Memory (128GB)	2
9	Hitachi	DKC-F810I-CC2.P	DKU Interface Copper Cable 2m (DKC/DKU to DKU)	2
10	Hitachi	DKC-F810I-CM16G.P	Cache Memory Module (16GB)	6
11	Hitachi	DKC-F810I-PHUC.P	LFF/SFF Drive Chassis Power Cord Kit(Americas/APAC)	1
12	Hitachi	DKC-F810I-PLUC.P	Controller Chassis Power Cord Kit (Americas/APAC)	1
13	Hitachi	DKC-F810I-SBX.P	SFF Drive Chassis	1
14	Hitachi	A3BF-HK-GL-740-1.P	Corner Guide Rail Kit	8
15	Hitachi	A34V-700-800-CBX.P	R800 Controller Rail Kit	1
16	Hitachi	A3BF-600-1200-V2B.P	Minkels V2 Rack 600x1200x2010 mm (WxDxH) 42U with brake	1
17	Hitachi	A3BF-Z-PAN-BR-L.P	Side Panel 1200mm Depth - Hitachi logo branded - left	1
18	Hitachi	A3BF-Z-PAN-BR-R.P	Side Panel 1200mm Depth - Hitachi logo branded - right	1
19	Hitachi	A3BF-DR-R800.P	Front Door (R800) - 600mm Width	1
20	Hitachi	3287294-001.P	Name Plate (HTC-R8)	1
21	Hitachi	3292099-001.P	Name Plate (G1500)	1
22	Hitachi	DKC-F810I-600KGM.P	600GB, 15K rpm SFF Disk Drive	103
23	Hitachi	DKC-F810I-8FC16.P	8 port, 16Gbps Fibre Channel Front-end Director	1
24	Hitachi	DKC-F810I-16MS16.P	16-port, 16Gbps FICON Front-end Director - Shortwave	1
25	Hitachi	DKC-F810I-SCA.P	Standard Back-end Director	2
26	Hitachi	043-993037-01.P	SVC VSP G1000/G1500 128GB Flash Cache 1Mo Yr-A PREM (per module)	72
27	Hitachi	043-993073-01.P	SVC VSP G1000/G1500 HDD 1Mo Yr-A PREM (per HDD)	3708
28	Hitachi	043-994479-01.P	SVC VSP G1500 CBXE 1Mo Yr-A PREM (per CBX)	36
29	Hitachi	044-235001-01.P	VSP G1x00 SVOS Media	1
30	Hitachi	044-235001-01.P	VSP G1x00 SVOS Base (Incl 1 VSD Pair)	1
31	Hitachi	044-235001-01.P	Hitachi Command Suite Media	1

32	Hitachi	044-235001-01.P	VSP G1500 VSD Activation Media Kit	1
33	Hitachi	044-235001-01.P	VSP G1500 VSD Activation License	1
34	Hitachi	044-235001-01.P	VSP G1x00 SVOS 40TB Initial Purchase Block	1
35	Hitachi	044-235001-01.P	VSP G1x00 Remote Rplctn for MF Media	1
36	Hitachi	044-235001-01.P	VSP G1x00 Remote Rplctn for MF 10TB Initial Purchase Block	1
37	Hitachi	044-235001-01.P	VSP G1x00 Remote Rplctn for MF Base (Incl 1 VSD Pair)	1
38	Hitachi	044-235001-01.P	VSP G1x00 Remote Rplctn for MF 20TB Initial Purchase Block	1
39	Hitachi	044-235001-01.P	SVC VSP G1000 SVOS Base (Incl 1 VSD Pair)	36
40	Hitachi	044-235001-01.P	SVC VSP G1000 SVOS 40TB Initial Purchase Block	36
41	Hitachi	044-235001-01.P	SVC VSP G1000 Remote Rplctn for MF 10TB Initial Purchase Block	36
42	Hitachi	044-235001-01.P	SVC VSP G1000 Remote Rplctn for MF Base (Incl 1 VSD Pair)	36
43	Hitachi	044-235001-01.P	SVC VSP G1000 Remote Rplctn for MF 20TB Initial Purchase Block	36
44	Hitachi	044-235001-01.P	SVC Mo VSP G1500 VSD Activation License	36

A.5.1.2 The Contractor shall provide two Brocade 6510 Switches per following specs including delivery and installation services and three years warranty;

Item No.	Manufacture	Part Number	Description	Quantity
1	Hitachi	HD-6510-24-16G-R-Z.P	6510, 24P, 16Gb SWL SFPs, port side exh, rack kit	2
2	Hitachi	301-003216-01.P	SVC PREM Brocade 6510 Switch	72
3	Hitachi	6510SVC-SWMAINT.P	SVRS, Brocade 6510 Maintenance	48
4	Hitachi	301-003959-01.P	SVC 6510,12 mo -Z maint	24

5	Hitachi	BR-MIDRCUP-01-Z.P	Midrange CUP FICON in-band mgt for single switch	2
6	Hitachi	HD-MIDREB-02.P	ENTERPRISE BUNDLE for Brocade 6510/5100: TRK, APM, FW, EF, AN, SAO	2
7	Hitachi	MIDCUPSVC-SWMAINT.P	SVRS Midrange CUP,FICON SW Maintenance	48
8	Hitachi	301-003962-01.P	SVC Midrange CUP, FICON in-band mgmt. 12 mo -Z maint	24

A.5.2 The Hitachi VSP Model G1500 and each Brocade 6510 Switch shall include three years warranty for the hardware and software. The Contractor shall provide 24\*7\*365 onsite hardware repair/exchange services to bring failed or degraded equipment into conformance with its original specification.

A.5.3 The Contractor shall be an authorized reseller for Hitachi VSP Storage Platform and shall not be sourcing equipment or material from an intermediary authorized distributor.

A.5.4 The Contractor shall provide only the most current models, components and accessories in new, fully operational, factory sealed condition, with all applicable licenses.

A.5.5 The Contractor shall warrant and represent that the equipment is eligible for the manufacturer's normal [and extended] warranty and support within the United States to Authorized Users. Previously owned, damaged, refurbished, remanufactured, counterfeit, "gray market" or substitute third party items will not be accepted.

A.5.6 If service delivery and or supply chain is adversely impacted by the recent COVID-19 Coronavirus, the Contractor shall notify the Contracting Officer in writing and include a detailed plan on how the adverse effects will be addressed"

A.5.7 The Contractor shall deliver the Hitachi G1500 VSP and Brocade Switches to the following address and ensure that the PO number appears on all shipping labels and packing lists;

OCTO/DC-Net  
c/o Core Site  
1099 14th Street NW  
Washington, DC 20005

A.5.8 The loading dock at the delivery address can only accept 20-ft street trucks, (No semitrailers).



**A.6 DELIVERABLE:**

A.6.1 The Contractor shall deliver the following:

Item	Deliverable	QTY	Format/Method of Delivery	Due Date
Hitachi VPS G1500 (A.5.1.1)	Hardware	1	Shipping	4 weeks from Date of Approved PO
Brocade Switches (A.5.1.2)	Hardware	2	Shipping	4 weeks from Date of Approved PO

**ATTACHMENT B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

**B.1** The Office of the Chief Technology Officer, Integrated Platform Services Department, is engaging with Vion Corporation to provide G1500 Hitachi Virtual Storage Platform disk subsystems to replace with one of its two Hitachi Virtual Storage Platform (VSP) model G1000 disk subsystems

**B.2** The District contemplates award of firm fixed price contract.

**B.3 PRICE SCHEDULE – FIRM FIXED PRICE**

**B.3.1 Base Year- From date of Award for One (1) Year**

<b>CLIN</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit price</b>	<b>Extended Price</b>
0001	Hitachi G1500 Virtual Storage platform including the 3 years warranty (A.5.1.1)	1	Each	\$521,242.80	\$521,242.80
0002	Brocade 6510 Switches including the three years warranty (A.5.1.2)	2	Each	\$31,444.90	\$62,889.80
<b>Total B.3.1</b>					<b>\$584,132.60</b>