

GOVERNMENT OF THE DISTRICT OF COLUMBIA				1. PURCHASE NUMBER		PAGE	
TASK ORDER/DELIVERY ORDER FOR SERVICES						1 of 15	
OFFEROR TO COMPLETE BLOCKS 18 & 29							
2. TASK ORDER AGREEMENT NO. DCHBX-2018-F-0002		3. Award/Effective Date June 24, 2018		4. CONTRACT NUMBER GS35F247DA		5. Solicitation No. DOC366486	
7. FOR SOLICITATION INFORMATION CONTACT: Email: [REDACTED]@dc.gov		A. NAME [REDACTED]		B. TELEPHONE (No Collect Calls) [REDACTED]		6. SOLICITATION ISSUE DATE 2/27/2018	
9. ISSUED BY DC Health Benefit Exchange Authority 1225 I Street, N.W. 4 th Floor Washington, D.C. 20005 Tel: [REDACTED]		10. THIS ACQUISITION IS UNRESTRICTED SET ASIDE for GSA		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		12. PAYMENT DISCOUNT TERMS Net 30 days	
15. CONTRACTOR/OFFEROR A&T Systems, Inc. 12200 Tech Rd, Suite 200 Silver Spring, MD 20904 Tel: [REDACTED] Att: Adam Nouravarsani		16. PAYMENT WILL BE MADE BY DC Health Benefit Exchange Authority Controller's Office 1225 "I" Street, N.W. 4 th Floor Washington, D.C. 20005 Tel: [REDACTED]		13. RESERVED		14. VERSION OF SOLICITATION CODE	
15A. DUNS CODE		15B. TAX ID NO.					
17. DELIVER TO DC Health Benefit Exchange Authority 1225 "I" Street, N.W. 4 th Floor Washington, D.C. 20005 Tel: [REDACTED]		18. ADMINISTERED BY See As Block #17					
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			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
ALL	This Task Order is to provide IT Consultant and funding during Base Year One of the contract for the period of performance of June 24, 2018 through June 23, 2019.						NTE \$550,000.00
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD (FOR GOVT. USE ONLY) NTE - \$550,000.00		
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. AWARD OF CONTRACT: REFERENCE YOUR OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
29A. SIGNATURE OF OFFEROR/CONTRACTOR [REDACTED]				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) Annie R. White			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Adam Nouravarsani, V.P.		29C. DATE SIGNED 6-19-18		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) [REDACTED]		30C. DATE SIGNED 6/22/2018	

SCHEDULE B
SUPPLIES OR SERVICES AND PRICE /COST

- B.1** The D.C Health Benefit Exchange Authority is awarding a FedRamp authorized Contractor with demonstrated ability to provide a Cloud Computing Infrastructure as a Services (IaaS) to support HBX's expanding Cloud Computing needs.
- B.2** This is a "Not to Exceed" Task Order with fixed unit prices.
- B.3 PRICE SCHEDULE**
Pricing shall be in accordance with (Attachment A) the Contractor's Proposal price proposal dated March 26, 2018 and shall not Exceed \$550,000.00.
- B.3.1 Option Year One**
Price shall not exceed \$550,000.00
- B.3.2 Option Year Two**
Price shall not exceed \$550,000.00
- B.3.3 Option Year Three**
Price shall not exceed \$550,000.00
- B.3.4 Option Year Four**
Price shall not exceed \$550,000.00

SECTION C STATEMENT OF WORK

C.1 SCOPE

- C.1.1** The D.C Health Benefit Exchange Authority is awarding a FedRAMP authorized Contractor with demonstrated ability to provide a Cloud Computing Infrastructure as a Services (IaaS) to support HBX's expanding Cloud Computing needs.
- C.1.2** The Contractor shall provide a turn-key, cloud-based IaaS solution that dynamically supports the on-demand cloud computing requirements of HBX including extensibility and elasticity; (e.g., service provisioning and de-provisioning [scale up and down] in near real-time). This environment must provide a solution that enables HBX to meet the Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements, as expanded by the Health Information Technology for Economic and Clinical Health Act (HITECH).
- C.1.3** The Contractor shall provide its cloud-based solution on a platform authorized at least as high as FedRAMP Moderate.
- C.1.4** Within this context, Contractor shall:
- a. Provide virtualization services enabling HBX to spawn on-demand virtual server instances and dynamically allocate virtual machines based on load, with no service interruption;
 - b. Support a secure administration interface - such as SSL (Secure Sockets Layer)/TLS (Transport Layer Security) or SSH Secure Shell.) – for HBX designated personnel to remotely administer their virtual instance;
 - c. Provide the capability to copy or clone virtual machines for archiving, troubleshooting, and testing.

C.2 BACKGROUND

- C.2.1** The District of Columbia Health Benefit Exchange Authority (DCHBX), was established as a requirement of Section 3 of the Health Benefit Exchange Authority Establishment Act of 2011, effective March 3, 2012 (D.C. Law 19-0094).
- C.2.2** The mission of the DC Health Benefit Exchange Authority is to implement a health care exchange program in the District of Columbia in accordance with the Patient Protection and Affordable Care Act (PPACA), otherwise referred to as the "Affordable Care Act" (ACA), thereby ensuring access to quality and affordable health care to all District of Columbia residents.
- C.2.3** The health care exchange program enables individuals, small employers, and members of Congress and their employee staff to find and obtain affordable health insurance. The exchange program assists small employers in purchasing qualified health benefit plans for their employees, and facilitates the purchase of qualified health plans for individual

subscribers. Individuals and groups receive assistance as needed to access programs or to obtain premium assistance tax credits and cost-sharing reductions.

C.3 INTRODUCTION

C.3.1 HBX's technology is predominantly a Service-Oriented Architecture which significantly leverages cloud computing solutions for its operations. Currently, HBX operates two accounts in the Amazon Web Services (AWS) cloud: one for HBX (the DCHBX account), and one on behalf of the Massachusetts Health Connector (the MHC account) under the terms of a separate agreement (the MHC Agreement).

C.3.2 HBX operates hundreds of virtual machines in the cloud, and uses other infrastructure services in the cloud, including but not limited to: databases, load balancing, security (next-generation firewall; IPS/IDS; DLP), document storage, and DNS, among others. HBX intends to expand and extend its use of Cloud Computing solutions as the number of customers subscribing for health benefit coverage under the Affordable Care Act continues to increase.

C.4 DEFINITIONS

The following essential characteristics and definitions apply to this solicitation:

- C.4.1 Contractor – The proposing firm that is responsible for the solution. For purposes of this solicitation, the term Contractor may reference potential service providers (pre-award) but shall also mean the service provider that has been selected under this solicitation;
- C.4.2 Infrastructure as a Service (IaaS) - Contractor provides cloud computing resources to HBX, where HBX is able to deploy and run arbitrary software which can include operating systems and applications. HBX has the ability to provision and configure cloud computing resources including but not limited to virtual machines and servers, processing, storage and network components, and other fundamental computing assets. HBX shall not directly manage or control the underlying cloud infrastructure but shall have control over provisioning/de-provisioning operating systems, storage, and deployed applications; and limited control of select networking components (e.g., host firewalls);
- C.4.3 On-demand self-service (or spawning) – HBX can unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with the Contractor;
- C.4.4 Broad network access - Capabilities are available over the network and accessed through standard mechanisms that promote use by assorted platforms (e.g., mobile phones, tablets, laptops, and workstations, etc.);
- C.4.5 Resource pooling - The Contractor's computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of

location independence in that HBX generally has no direct control over the exact location of the provided resources but may be able to specify location at a higher level of abstraction (e.g., country, state, or datacenter). Examples of resources include storage, processing, memory, and network bandwidth;

- C.4.6 Rapid elasticity** - Capabilities can be elastically provisioned and released by HBX (in some cases automatically), to scale rapidly (in near-real time) outward and inward commensurate with demand. The capabilities to provision and de-provision resources should appear to be unlimited and instantaneous, with resources which can be appropriated in any quantity at any time;
- C.4.7 Measured service** - Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the Contractor and HBX.
- C.4.8 Streamlined management** - The ability to manage multiple tenant accounts under a single master account for ease of management and billing.

C.5 REQUIREMENTS

- C.5.1** All work and services provided under this Contract shall be performed at Contractor's facilities. Under this Contract, the selected Contractor is required to provide a Wide Area Network (WAN), with a minimum of two data center facilities at two different geographic locations within the Continental United States (CONUS); (i.e., East Coast, West Coast, etc.). Additionally, all services under this Contract shall be guaranteed to reside in CONUS. HBX reserves the right to perform manual or automated audits, scans, reviews, or other inspections of the vendor's physical and virtual IT environment being used to provide or facilitate services for HBX. Upon request from HBX, Contractor shall provide access to the hosting facility for inspection.

C.5.2 SYSTEM COMPONENTS/SERVICES

- C.5.2.1** The Contractor shall provide to HBX, the self-service ability to spawn (spin-up) on-demand, Virtual Machines in a structured and secure VLAN environment, including but not limited to:
- a. On-demand self-service;
 - b. Broad network access;
 - c. Resource pooling;
 - d. Rapid elasticity;
 - e. Measured service;
 - f. VLANs with VPN access (dedicated site-to-site and individual);
 - g. Linux and Windows OS persistent Virtual Machines;
 - h. Preconfigured, licensed VMs;
 - i. VM clusters;

- j. Virtual Machine Data Transfer Bandwidth (in and out);
- k. Network services;
 - i. Load Balancing;
 - ii. Perimeter Firewall/IPS for VLANs;
 - iii. IP assignment and DNS;
- l. Encryption for data both at rest and in motion across networks;
- m. VM monitoring;
- n. Technical support and advisement for expedited implementation of above.

C.5.2.2 The Contractor shall include as part of its proposal, appropriate recommendations for system configuration based on Contractor's demonstrated understanding of the needs of HBX as described in this solicitation.

C.5.3 RESPONSIBILITIES

The following shall apply to all systems and services in this Scope of Work:

C.5.3.1 HBX shall be responsible for the installation, configuration, monitoring, patching, and maintenance of the system and application software on the servers;

C.5.3.2 Servers shall be provisioned (by HBX) within the VLAN environments described in C.12 below;

C.5.3.3 Contractor's IaaS solution shall provide capability for HBX to configure and perform manual and automated backup processes, the ability to configure the frequency of backups and refreshes, retention of backup material, timely retrieval and restoration of backups, designation of backup storage types, online/offline backup options and security procedures for backup mechanisms as described below in C.14 (Backup/Restore/Recovery).

C.5.3.4 Contractor (or its agents, designees or partners) shall not at any time during the base performance period or during any subsequent option periods, monitor or meter network traffic and/or communications within any HBX instance or VLAN established under this Contract;

C.5.3.5 All user created/loaded data, documents, virtual machines, templates, clones, backup sets, scripts/applications and similar hosted on Contractor's infrastructure is and shall remain the sole property of HBX and cannot be reproduced, disseminated or retained by Contractor. HBX maintains the right to request and receive full copies of the above data, virtual machines and applications at any time. At the conclusion of the Contract, appropriate documentation and all materials referenced in this paragraph (e) including complete monthly backup sets shall be given in their entirety to HBX. All HBX-owned property as referenced above shall be destroyed – removed from Contractor's environment – immediately upon conveyance to HBX.

C.6 SOLUTION-SPECIFIC REQUIREMENTS

- C.6.1** As indicated in C.1 above, the Contractor shall provide an IaaS platform that fully and dynamically supports HBX's cloud computing needs. The IaaS platform provided by Contractor shall, at minimum, be capable of providing the following:

C.7 PRIVATE VIRTUAL CLOUDS (VPC's)

The Contractor shall provide virtual private clouds (VPCs) which shall be configured and provisioned by HBX. The VPC shall conform to the following:

- C.7.1** HBX platforms shall be hosted within VPCs that allow for the establishment of security zones in terms of solution environments (e.g., Production, Development, etc.) and/or service layer components (Web, Database, Application, etc.);
- C.7.2** At least one of the VPCs shall be located at a different physical site (within CONUS) from the others;
- C.7.3** Each private VPC must be translatable and externally accessible by HBX;
- i. The number of externally available NAT addresses per VPC should be expandable on-demand by HBX, to meet connectivity requirements of publicly accessible services and remote management;
- C.7.4** Each VPC shall have two types of dedicated Virtual Private Network connectivity:
- ii. Site-to-Site Static VPN: Contractor shall work with HBX to establish dedicated encrypted site-to-site VPNs using secure VPN (IPSec) standards and applicable routing protocols that leverage technology recommended by the Contractor across high-speed internet linkages;
 - iii. User/Client VPN: Contractor's IaaS solution shall support dedicated user-based client VPN connections (SSL or IPSec) which are configurable by VLAN and that enable properly authorized HBX personnel to connect to HBX's infrastructure. The IaaS platform shall provide a Web portal, Application Program Interface (API), and other access mechanisms acceptable to HBX that permits HBX to directly manage VPN connections, as well as control and administer user authorization and access controls.

C.8 LINUX AND WINDOWS SERVER PERSISTENT VIRTUAL MACHINES

- C.8.1** The IaaS platform provided by Contractor shall provide preconfigured current version Red Hat Enterprise Linux (or CentOS) and Microsoft Windows Server operating system Virtual Machines. Virtual Machine configurations must include at a minimum:

C.8.1.1 Central Processing Unit (CPU) – minimum equivalent CPU processor speeds ranging from 1.1GHz to 3.0GHz shall be provided;

C.8.1.2 CPUs shall support 32-bit or 64-bit operations;

C.8.1.3 All instances shall be of a *persistent* nature; (Persistent Bundled Storage is retained when the virtual machine instance is stopped);

C.8.1.4 Random Access Memory (RAM) - Physical memory (RAM) reserved for virtual machine instance supporting a range from 4 GB to 32 GB of RAM;

C.8.1.5 Storage – Options allocated for all virtual machines and file data supporting a range from 80 GB up to 560 GB of bundled storage

C.9 PRECONFIGURED, LICENSE VMs

C.9.1 The Contractor shall provide preconfigured Virtual Machines as described in §4.4.2 Linux and Windows Server persistent Virtual Machines above. All VM types shall provide options for clustering and high performance IO using Solid State Drive (SSD), or similar performance, and at a minimum, shall be capable of supporting any or all of the following:

- a. Microsoft SQL Server;
- b. Oracle RDBMS;
- c. Postgres RDBMS;
- d. MongoDB NoSQL database;
- e. Big Data applications (e.g., Spark, Hadoop, etc.)
- f. Caching;
- g. Email service;
- h. Identity and Access Management;
- i. Security Key Management;
- j. Next Generation Firewall

C.9.2 The platforms specified above are to be considered baseline requirements and do not represent all of the possibilities that HBX may determine necessary in the future. Prospective Contractors are encouraged to provide additional specifications and schedules in their proposal which reflect value-added improvements to HBX in terms of performance and cost.

C.10 VIRTUAL MACHINE DATA TRANSFER BANDWIDTH (IN AND OUT)

C.10.1 External communication to/from each VLAN shall be transaction-based with volume falling into one of four (4) data bandwidth transfer tiers. Using the Unit Price Sheet (ATTACHMENT 1), Contractor shall provide pricing that address each of the tiers below:

- a. Bandwidth utilized to transfer data in/out of the Contractor's IaaS platform supporting a minimum of 400GB of data transferred (in and out) via the Internet with external access at a rate of no less than 100MB/s for:
 - i. Tier 1: Bandwidth In/Out: 0 to 1 TB/Month;
 - ii. Tier 2: Bandwidth In/Out: 1 to 5 TB/Month;
 - iii. Tier 3: Bandwidth In/Out: 5 to 10 TB/Month;
 - iv. Tier 4: Bandwidth In/Out: Over 10 TB/Month.
- b. If there are costs associated with data transfer over and above ordinary bandwidth charges, or there are special capabilities for bulk transfer, contractor shall indicate clearly in the Unit Pricing Sheet (ATTACHMENT 1).

C.11 LOAD BALANCING

C.11.1 The Contractor's IaaS platform shall provide load balancing functionality that distributes incoming application traffic across multiple VM instances. For high availability, HBX requires that a minimum of two of the VLANs shall each have two (2) TCP/IP load balanced pools consisting of two (2) machines each. Supported features should include both local (intra-data center) and global (inter-data center) load balancing. Load balancing solution should support "intelligent" options to automatically remove a non-responsive system(s) from a defined pool of servers, distribute load based on response time, prioritization, etc. Contractor shall alert HBX any time balanced routing fails.

C.12 PERIMETER FIREWALL/IPS FOR VLANS

C.12.1 The Contractor's IaaS platform shall support Intrusion Protection and Firewall services with at least the following functionality:

- a. Static Site-to-Site VPNs as defined in § 4.4.1(d)(i) above;
- b. User/Client VPN as defined in § 4.4.1(d)(ii) above;
- c. Specific "whitelisted" addresses (or ranges) and ports;
- d. Specific "blacklisted" addresses (or ranges) and ports;

C.12.2 The IaaS platform must provide HBX with the ability to view and download in their entirety, all logs for Firewall and VLAN activity in near real-time. The firewall solutions made available to HBX must at a minimum, provide tools necessary to identify and record as incidents, all intrusion attempts and must provide audit trail functionality.

C.13 BACKUP/RESTORE/RECOVERY

C.13.1 HBX performs two primary types of system backup, restoration and recovery processes. Contractor's IaaS platform shall provide HBX with the capability to configure and perform the following operations:

C.13.2 Type-1 Backup: Long-Term Compliance Retention: For servers and databases that require long-term retention of information to meet operational and performance requirements, servers designated as Type-1 retention require the following capabilities:

- i. Minimum data retention of 10-years
- ii. Disaster recovery (DR) capabilities in a geographic location separate from primary Data Center(s)
- iii. Restoration/Recovery: Four (4) hours SLA to initiate data recovery from long-term storage

C.13.3 Type-2: Short-Term Operational Retention/Recovery: Intended for the recovery of servers providing SaaS, but for which long-term data retention is not necessary. Examples of this include web service providers and processing engines where retention beyond two (2) weeks is not necessary:

- i. Access to stored data: Real-time access to stored data
- ii. Indefinite time period for operational data retention
- iii. Disaster recovery (DR) capabilities in a geographic location separate from primary Data Center(s)

C.14 SERVICE LEVEL AGREEMENTS

The following applies to all work performed under this Agreement:

C.14.1 The Contractor shall provide a robust, fault tolerant IaaS platform that allows for high availability of at least 99.9% (total uptime hours/total hours within the month). Contractor shall provide HBX with a monthly report indicating system availability during the most recent 30-day cycle, by the 15th calendar day of each month for the prior month's activity.

C.14.2 Contractor shall facilitate service provisioning and de-provisioning times (scale up and down) in near real-time;

C.14.2 Within a month of a major outage occurrence resulting in greater than 1-hour of unscheduled downtime, Contractor shall provide HBX with an incident report of the outage including description of root-cause and resolution;

C.14.3 Contractor's IaaS solution shall provide 24/7/365 Helpdesk and Technical support services via customizable portal/interface to include system maintenance windows;

C.14.4 Contractor shall provide trouble ticketing via customizable online portal/interface. Trouble ticketing via API is preferred. Contractor shall make trouble ticket data and statistics available to HBX in real-time through the online portal/interface;

C.14.5 Contractor's IaaS solution shall provide automatic monitoring of resource utilization and other events such as failure of service, degraded service, etc., via service level dashboard or other electronic means.

C.15 PRIVACY REQUIREMENTS

- C.15.1** Throughout the duration of this Contract, and any subsequent Option periods, Contractor shall make all reasonable efforts to safeguard HBX data from unauthorized access or dissemination, and shall remain compliant with all applicable laws and regulations addressing the protection of sensitive and/or confidential information. HBX Data residing within the environment provided by Contractor may contain any or all of the following information classifications:
- i. Personally Identifiable Information (PII)
 - ii. Sensitive Personally Identifiable Information (Sensitive PII)
 - iii. Personal Health Information (PHI)
 - iv. Sensitive but Unclassified Information (SBU)
- C.15.2** Contractor shall specifically comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements, as expanded by the Health Information Technology for Economic and Clinical Health Act (HITECH), including the HIPAA security rules addressing electronic PII and PHI;
- C.15.3** HBX data which may reside within or travel through Contractor's IaaS platform may contain federal tax information (FTI) subject to guidelines contained in IRS publication 1075 (Tax Information Security Guidelines). Contractor's IaaS platform shall meet IRS publication 1075 requirements for storing and processing FTI.
- C.15.4** Upon request with reasonable notice and at an agreed-upon time, the Contractor shall afford HBX access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases. HBX, in order to safeguard against threats and hazards to the security, integrity, and confidentiality of any non-public HBX data collected and stored by the Contractor may reserve the right to request periodic inspections throughout the duration of this Contract and any subsequent option periods;
- C.15.5** If new or unanticipated threats or hazards are discovered by either HBX or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

SECTION D ACCEPTABLE CRITERIA AND DELIVERABLES

D.1 ACCEPTANCE CRITERIA

- D.1.1 Deliverables will be accepted and deemed as ready-to-pay upon sign-off the Contract Administrator. In the absence of other agreements negotiated with respect to time provided for government review, deliverables will be inspected and accepted or rejected within 10 business days of submission.
- D.1.2 If the Contract Administrator does not either accept or reject the applicable services or deliverables within such 10 business day period, then the Contractor will advise the District that such determination is overdue. Within 2 business days of such notice, or after 5 business days since any revised services or deliverables have been resubmitted, such services or deliverables will be deemed accepted if the District has not notified the Contractor of any basis for not approving the services or deliverables. The follow-up review of resubmitted services or deliverables will be limited to those items addressed in the resubmission.

D.2 DELIVERABLES

Contractor shall provide the following post-award deliverables as specified:

- a. **CONTRACTOR PROJECT MANAGEMENT PLAN:** The Contractor shall deliver a Contractor Project Management Plan (CPMP) within five (5) working days of notice of award.
- b. **VEB PORTAL:** The Contractor shall provide HBX with a customizable web portal/ interface immediately upon contract award.
- c. **PROVISION OF THE NEW INFRASTRUCTURE:** The contractor shall facilitate HBX's efforts to configure and provision the new infrastructure within fifteen (15) working days from the date of notice to proceed.
- d. **INVOICING:** Contractor shall invoice the Authority for services provided on a monthly basis.
- e. **OTHER:** The preliminary and final deliverables along with all associated working papers, documentation, data (including backup sets) and other materials that are relevant to this contract that have been generated by the Authority, and/or by Contractor in the performance of this Contract, are the property of the Authority and must be submitted to the Contract Administrator (CA) upon request, and at the conclusion of the Contract.

SECTION E
PERIOD OF PERFORMANCE AND CONTRACT ADMINISTRATION

E.1 TERM OF CONTRACT

The term of the contract is for the period one (1) year from Date of Award as specified on the contract cover page one (1).

E.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

E.2.1 The District may extend the term of this contract for a period of four (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.

E.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

E.2.3 The price for the option period shall be as specified in the Section B of the contract.

E.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

E.3 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:

Annie R. White
Contracting Officer, DC Health Benefit Exchange Authority (DCHBX)
1225 "Eye" Street, N.W., 4th Floor
Washington, D.C. 20005
Tel- [REDACTED]

E.4 CONTRACT ADMINISTRATOR (CA)

E.4.1 The CA is responsible for the technical administration of the contract 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 the contract and such other responsibilities and authorities as may be specified in writing by the Contracting Officer. The CA for this Task Order is:

[REDACTED]
DC Health Benefit Exchange Authority
1225 "Eye" Street N.W., 4th Floor
Washington, D.C. 20005
Tel- [REDACTED]
[REDACTED]@dc.gov

- E.4.2** It is understood and agreed that the CA shall not have the authority to make change in the specifications/scope of work or terms and conditions of the contract. 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.

E.5 INVOICE SUBMITTAL

- E.5.1** The District will make payments in accordance with the terms of the Task Order upon the submission of proper invoices or vouchers less any discounts, allowances or adjustments provided for in this Task Order. The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor. All invoices must be submitted to: hbz.invoice@dc.gov.
- E.5.2** Beginning in June of 2018, the District of Columbia Government began a phased transition to a new electronic invoicing system. New purchase orders issued on or after August 27, 2018, all HBX vendors and contractors will be required to submit invoices through the electronic system at <https://vendorportal.dc.gov>. Vendors and contractors must register prior to submitting an invoice.
- E.5.3** To constitute a proper invoice, the Contractor shall submit the following information:
- A. Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
 - B. Task Order Agreement Number and Purchase Order Number, Assignment of an invoice number by the contractor is also recommended;
 - C. Description, price, quantity, and dates of work actually performed;
 - D. Other supporting documentation or information, as required by the Contracting Officer;
 - E. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
 - F. Name, title, phone number of person preparing the invoice;

ATTACHMENTS

G. ATTACHMENT

Contractor's Technical Proposal and Price Proposal date March 26, 2018 (Attachment A)



June 22, 2018

[REDACTED]
A&T Systems, Inc.
12200 Tech Rad, Suite 200
Silver Spring, MD 20904

SUBJECT: Contingency Notice of Award – DOC366486
Contract DCHBX-2018-F-0002
AWS Cloud Computing Environment Infrastructure as a Service (IaaS)

Dear [REDACTED]:

Enclosed is your copy of the contingency contract DCHBX-2018-C-0002 for AWS Cloud Computing Environment Infrastructure as a Service (IaaS) in the amount of \$550,000.00 for a period of one (1) year. This award is contingent upon the approval by the DC Department of Small and Local Business Development (DSLBD) of your request to waive the 35% Subcontracting requirement. If the approval to waive the subcontracting requirement is not granted, the contract will terminate ninety days from the date of award, pursuant to D.C. Code § 2-218.51 (a) and Paragraph 13 of the HBX Standard Contract Provisions.

The Contract Administrator for this contract is [REDACTED] may be reached on [REDACTED] and at [REDACTED]@dc.gov.

Thank you for your continued interest in the District of Columbia procurements.

Sincerely,

[REDACTED]
Annie R. White
Contracting Officer

Enclosure



August 6, 2018

[REDACTED]
A&T Systems, Inc.
12200 Tech Rad, Suite 200
Silver Spring, MD 20904

SUBJECT: Notice of Award – DOC366486
Contract DCHBX-2018-F-0002
AWS Cloud Computing Environment Infrastructure as a Service (IaaS)

Dear [REDACTED]:

Contract DCHBX-2018-C-0002 for AWS Cloud Computing Environment Infrastructure as a Service (IaaS) in the amount of \$550,000.00, for a period of one (1) year with four (4) one year option periods, was awarded to you on a contingency basis. This letter is to notify you that the DC Department of Small and Local Business Development (DSLBD) has **approved** your firm's request to waive the 35% Subcontracting requirement for the base period of the contract. As a result, the contingency condition has been removed and the referenced contract is fully award.

Please keep in mind, that the waiver of the 35% Subcontracting requirement for each option period must also be approved, prior to the exercise of the option, by DSLBD.

If you have questions, I may be contacted at [REDACTED] and/or [REDACTED]@dc.gov.

Thank you for your continued interest in the District of Columbia procurements.

Sincerely,

[REDACTED]
/Annie R. White
Contracting Officer

Enclosure

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number DCHBX-2018-F-0002		Page of Pages 1 / 1		
2. Amendment/Modification Number M001		3. Effective Date 28-Mar-19		4. Requisition/Purchase Request No.		5. Solicitation Caption AWS Cloud Computing Environment	
6. Issued By: DC Health Benefit Exchange Authority 1225 "I" Street, NW, 4th Floor Washington, DC 20005			7. Administered By (If other than line 6)				
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) A&T Systems, Inc. 12200 Tecj Rd, Suite 200 Silver Spring, MD 20904 Att: Adam Nouravarsani				(X) 9A. Amendment of Solicitation No.			
				9B. Dated (See Item 11)			
				10A. Modification of Contract/Order No. DCHBX-2018-F-0002			
				10B. Dated (See Item 13) 22-Jun-18			
Code		Facility					
<p><input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. Accounting and Appropriation Data (If Required)							
<p align="center">13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</p>							
A. This is a change order issued pursuant to the contract.							
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.)							
C. This is a supplemental agreement to the above-numbered contract/order for negotiated equitable adjustments, to formalize a letter contract or to reflect other agreements to modify the terms of the contract.							
<input checked="" type="checkbox"/> D. Other (Specify type of modification and authority) Change CA							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)							
This modification is to delete E.4.1 in its entirety and replace as follows: <div style="background-color: black; height: 15px; width: 100%;"></div> IT Specialist DC Health Benefit Exchange Authority 955 L'Enfant Plaza SW Suite 3000 Washington, D.C., 20024 Email: [REDACTED] @dc.gov Tel: [REDACTED]							
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED							
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect							
15A. Name and Title of Signer (Type or print)				16A. Name of Contracting Officer (Interim)			
				Annie R. White			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia		16C. Date Signed	
				<div style="background-color: black; height: 40px; width: 100%;"></div>		3/28/2019	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract Number DCHBX-2018-F-0002	Page of Pages 1 of 1
2. Amendment/Modification Number M002		3. Effective Date 2-May-19	4. Requisition/Purchase Request No. PO592087-V3 HBX & PO592875-V2 MA		5. Solicitation Caption AWS Cloud Services
6. Issued By: DC Health Benefit Exchange Authority 1225 "I" Street, NW, 4th Floor Washington, DC 20005			7. Administered By (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) A&T Systems, Inc 12200 Tech Rd, Suite 200 Silver Spring, MD 20904 Tel [REDACTED]			<input checked="" type="checkbox"/> 9A. Amendment of Solicitation No.		
			9B. Dated (See Item 11)		
			10A. Modification of Contract/Order No. DCHBX-2018-F-0002		
			10B. Dated (See Item 13) 22-Jun-18		
Code		Facility			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This is a change order issued pursuant to the contract					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.)					
C. This is a supplemental agreement to the above-numbered contract/order for negotiated equitable adjustments, to formalize a letter contract or to reflect other agreements to modify the terms of the contract.					
<input checked="" type="checkbox"/> D. Other (Specify type of modification and authority) Increase Task Order Amount					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
Task Order No.: DCHBX-2018-F-0002 is hereby modified as described below: 1. Increase Task Order by \$80,000.00 for Cloud Computing needs.					
Contract Recap:		POP	Contract Amount		
Base Period		6/22/2018 - 6/21/2019	\$550,000.00		
TO Increase- MOD 2			\$80,000.00		
Total Contract Amount NTE		\$630,000.00			
Except as provided herein, all terms and conditions of the document referenced in item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer (Interim)		
Adam Nouravarsani, VP			Annie R. White		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed
[REDACTED]		05/02/2019	[REDACTED]		5/2/2019
(Signature of person authorized to sign)			(Signature of Contracting Officer)		