

<b>GOVERNMENT OF THE DISTRICT OF COLUMBIA</b> <b>TASK ORDER/DELIVERY ORDER FOR SERVICES</b> <b>OFFEROR TO COMPLETE BLOCKS 18 &amp; 29</b>				1 REQUISITION NUMBER		PAGE	
2 TASK ORDER AGREEMENT NO. DCHBX-2023-C-0004				3 Award/Effective Date June 24, 2023		4 Contract Number AR2472	
7 FOR SOLICITATION INFORMATION CONTACT: Email: Nicole.matthews3@dc.gov				A. NAME Nicole Matthews		B TELEPHONE 202-317-0292	
9 ISSUED BY  DC Health Benefit Exchange Authority 1225 I Street, N.W. 4 <sup>th</sup> Floor Washington, D.C. 20005 Tel-202-741-0882				10 THIS ACQUISITION IS  <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE <input type="checkbox"/> %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> GSA  SIC: SIZE STANDARD.		11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13 RESERVED	
15 CONTRACTOR / OFFEROR  Carahsoft Technology Corporation 11493 Sunset Hills Road Suite 100 Reston, VA 20109				16 PAYMENT WILL BE MADE BY  DC Health Benefit Exchange Authority Controller's Office 1225 I Street, N.W. 4 <sup>th</sup> Floor Washington, D.C. 20005 Tel-741-0855			
15A DUNS CODE				15B TAX ID NO			
17 DELIVER TO  DC Health Benefit Exchange Authority 1225 I Street, N.W. 4 <sup>th</sup> Floor Washington, D.C. 20005 Tel-202-741-0882				18 ADMINISTERED BY  See As Block #17			
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 checked="" type="checkbox"/> SEE PURCHASE ORDER			
19 IEM NO	20 SCHEDULE OF SUPPLIES/SERVICES			21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	Amazon Web Service (AWS) Cloud Solutions						Not-to-exceed (NTE) \$256,500
25 ACCOUNTING AND APPROPRIATION DATA					26 TOTAL AWARD (FOR GOVT. USE ONLY) - NTE \$256,000		
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  <i>Catie Saylor</i>					30A DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER)  <i>[Signature]</i>		
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Catie Saylor - Sr Manager			29C. DATE SIGNED  5/20/23	30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  Kenneth Wallington		30C. DATE SIGNED  6/23/2023	

1. **SCOPE**

The District of Columbia Health Benefit Exchange (HBX) seeks to procure Amazon Web Service Cloud Solutions from an authorized AWS reseller.

2. **CONTRACT NUMBER**

NASPO Master Agreement AR2427

3. **TASK ORDER NUMBER**

DCHBX-2023-C-0004

4. **STATEMENT OF WORK-SEE ATTACHMENT A**

5. **PRICE SCHEDULE-SEE ATTACHMENT B**

As provided in the NASPO Master Agreement, prices shall not exceed the current prices stated on Contractor's website at: <https://www.naspovalutepoint.org/portfolios/portfolio-contractor/carhasoft/>. In addition, the rates shall be consistent with those contained in Carhasoft quote 37704472 (Attachment B).

6. **PERIOD OF PERFORMANCE**

The performance period of this task order is from June 24, 2023 through September 30, 2023.

6.1 **OPTION TO EXTEND TERM OF THE TASK ORDER**

6.2 HBX may extend the term of this task order for four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the task order; provided that HBX will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the task order expires. The preliminary notice does not commit HBX to an extension. The exercise of an option is subject to the availability of funds. 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 task order.

6.3 If HBX exercises an option, the extended task order shall be considered to include this option provision.

6.4 The price for the option period shall be as specified in the task order.

6.5 The total duration of this task order, including the exercise of any options under this clause, shall not exceed five (5) years.

7. **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:

Kenneth Wallington  
Contracting Officer  
DC Health Benefit Exchange Authority  
1225 "I" Street, NW 4<sup>th</sup> Floor  
Washington, D.C. 20005  
Email: [Kenneth.Wallington@dc.gov](mailto:Kenneth.Wallington@dc.gov)  
Phone (202) 679-5952

8. **CONTRACT ADMINISTRATOR (CA)**

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 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:

Catherine Bennett  
IT Assistant Director-Resource Allocation  
DC Health Benefit Exchange Authority  
1225 "I" Street, NW 4<sup>th</sup> Floor  
Washington, DC 20005  
Email: [Catherine.bennett@dc.gov](mailto:Catherine.bennett@dc.gov)  
Ph: (202) 768-3405

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. **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.**

9. **ORDERING CLAUSE**

Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders, task orders, or purchase orders by the CO. Such orders may be issued during the term of this contract.

All purchase orders are subject to the terms and conditions of this contract. In the event of a conflict between a purchase order and this contract, the contract shall control.

No work under this contract shall exceed the value of the purchase order.

Orders may be issued by facsimile or by electronic commerce methods.

10. **INSURANCE REQUIREMENTS**

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

## B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
3. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$5,000,000 per claim or per occurrence for each wrongful act and \$5,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
4. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor’s umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

**C. PRIMARY AND NONCONTRIBUTORY INSURANCE**

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

**D. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

**E. LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.

**F. CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

**G. MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

**H. NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

**I. CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

**And mailed to the attention of:**

**Kenneth Wallington, Health Benefit Exchange**

**1225 I (Eye) Street, NW**

**Ph: 202-679-5952**

**[Kenneth.wallington@dc.gov](mailto:Kenneth.wallington@dc.gov)**

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to

be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- J. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- K. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

## **11. SUBCONTRACTING REQUIREMENTS**

The vendor agrees to the following subcontracting requirement:

For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

- 11.1 If there are insufficient SBEs to completely fulfill the requirement of paragraph 11, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- 11.2 A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections and 11 and 11.1.
- 11.3 Except as provided in 11.4 and 11.6, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- 11.4 If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- 11.5 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- 11.6 A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.
- 11.7 **Subcontracting Plan**

If the prime contractor is required to subcontract under this contract, it shall submit a

subcontracting plan as part of the bid and it may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

#### **11.8 Copies of Subcontracts**

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

#### **11.9 Subcontracting Plan Compliance Reporting**

- (A) The price that the prime contractor will pay each subcontractor under the subcontract;
- (B) A description of the goods procured or the services subcontracted for;
- (C) The amount paid by the prime contractor under the subcontract; and
- (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly Report

**11.10** The Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

**11.11** If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

#### **11.12 Annual Meetings**

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

#### **11.13 Notices**

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

#### **11.14 Enforcement and Penalties for Breach of Subcontracting Plan**

**11.15** A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.



- 11.16 A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- 11.17 If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause.

## 12. COMPENSTION AND PAYMENT

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 Contractor shall provide all back up documentation to support the total invoice amount. The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

## 13. INVOICE SUBMITTAL

The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.

To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

## 13. ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference:

- Attachment A- Statement of Work
- Attachment B - Price Schedule, Exhibit A – Carhahsoft quote 37704472
- Attachment C – Exchange Privacy and Security Compliance Addendum
- Attachment D – IRS Publication 1075 Exhibit 7
- Attachment E - HBX Standard Contract Provisions

## 14. INCORPORATED DOCUMENTS

Contractor shall perform under this task order pursuant to the terms of the following documents that are hereby incorporated by reference and made a part of this contract, which in the event of conflict shall be resolved by giving precedence to the document in the highest order of priority addressing the issue in question.

- A. Participating Addendum 101416
- B. Master Agreement AR2472
- C. An Applicable Court Order, if any
- D. Task Order(s)
- E. HBX Standard Contract Provisions
- F. Contract attachments other than the Standard Contract Provisions

## **ATTACHMENT A-STATEMENT OF WORK (SOW)**

### **A.1 SCOPE**

The Washington DC Health Benefit Exchange Authority (DCHBX) seeks to procure Amazon Web Service (AWS) Cloud Solutions from an authorized AWS reseller. The contractor shall assist DCHBX in migrating existing accounts where necessary to ensure service is not disrupted.

### **A.2 BACKGROUND**

The Washington DC Health Benefit Exchange Authority (DCHBX) is a quasi-governmental, independent agency established by the District of Columbia Government to implement a state-based health insurance marketplace in the District, in accordance with the Patient Protection and Affordable Care Act of 2010 (ACA), as amended, and the Health Benefit Exchange Authority Establishment Act of 2011 (D.C. Official Code ss 31-3171-01 - 31-3171-07). DCHBX provides access to quality and affordable health care to all district residents and small businesses through qualified health plans sold on the exchange marketplace. DCHBX utilizes the AWS Cloud infrastructure to host the its web applications to serve District residents and small businesses.

### **A.3 REQUIREMENTS**

- A.3.1** The contractor shall provide DCHBX with a primary AWS account that will allow DCHBX 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.3.2** The contractor shall provide direct access to AWS support to make requests for soft limit increases and support cases.
- A.3.3** The contractor shall provide a root/parent account that will allow the creation of child accounts with full IAM and unfettered root access to all AWS services to include Amazon Organizations.
- A.3.4** As needed, the Contractor shall assist with migrating DCHBX's existing accounts to the new AWS Organization.
- A.3.5** The Contractor shall warrant and represent that the equipment/service is eligible for the manufacturer's normal [and extended] warranty and support within the United States to Authorized Users.
- A.3.6** The Contractor shall provide evidence of its authorized AWS reseller agreement or certification and is not purchasing from other than manufacturers or stocking distributors.

## **ATTACHMENT B- Price Schedule**

**B.1** The District of Columbia Health Benefit Exchange (HBX) seeks to procure Amazon Web Service Cloud Solutions from an authorized AWS reseller.

### **B.2 REQUIREMENTS CONTRACT**

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, (E.6). The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- 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.

**B.2.1** This contract is not-to-exceed \$256,500 without written authorization from the Contracting Officer.

### **B.3 Pricing Schedule – Requirements**

The prices in the Price Schedule shall be in accordance with Carhasoft quote 37704472, Exhibit A, which is incorporated into this task order by reference.