

GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER RQ954688		PAGE 1 of 13	
2. TASK ORDER AGREEMENT NO. CW52265		3. Award/Effective Date See 30C. below		4. CONTRACT NUMBER VA-160304-MCS		5. SOLICITATION NUMBER Doc316119	
7. FOR SOLICITATION INFORMATION CONTACT: Contract Specialist Email: Alisha.wright@dc.gov		A. NAME Alisha Wright		B. TELEPHONE (No Collect Calls) (202) 738-7264		6. SOLICITATION ISSUE DATE 5/15/2017	
9. ISSUED BY Office of Contracting and Procurement Information Technology Division 441 4TH Street, N.W. Suite 700 South Washington, DC 20001				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 checked="" type="checkbox"/> Cooperative Agreement SIC: VA-160304-MCS SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> N/A <input type="checkbox"/> 13. RESERVED	
15. CONTRACTOR / OFFEROR Microsoft Corporation One Microsoft Way Redmond, WA 98052 POC: Eve Machol, Account Executive, Services Telephone: (301) 771-8385 Email: Eve.Machol@microsoft.com				12. PAYMENT DISCOUNT TERMS Net 30 days			
15A DUNS NO. 15B TAX ID NO.				16. PAYMENT WILL BE MADE BY CODE The Office of the Chief Technology Officer (Accts Payable) 200 I Street, S.E. Washington, DC 20003 Telephone: (202) 727-2277			
17. DELIVER TO				18. ADMINISTERED BY Office of the Chief Technology Officer 200 I Street, SE Washington, DC 20003			
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	
0001		Microsoft Identity Manager		1		Lot	
						23. UNIT PRICE	
						24. AMOUNT \$154,896.00	
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.				26. TOTAL AWARD (FOR GOVT. USE ONLY) \$154,896.00			
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. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE DCS CONTRACT IDENTIFIED IN BLOCK 4.				28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: THIS TASK ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.			
29A. SIGNATURE OF OFFEROR (CONTRACTOR) David T. Gallagher Director of Contracts				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) Chris Yi Contracting Officer			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) David T. Gallagher				29C. DATE SIGNED 5/31/2017		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Chris Yi Contracting Officer	
						30C. DATE SIGNED 6-9-17	

1. SERVICES REQUIRED

The District of Columbia Government Office of Contracting and Procurement, on behalf of Office of Chief Technology Officer (OCTO) (the "District") is awarding to Microsoft Corporation (the "Contractor") to acquire Microsoft's Identity Manager (MIM) implementation services for consulting, customization, standardizing and automation of Microsoft Office 365 user license creation/deletion and management process (lifecycle).

2. PRICE SCHEDULE

The Government of the District of Columbia awards a task order to Microsoft Corporation located at One Microsoft Way, Redmond, WA 98052, against Virginia Information Technologies (VITA) Contract No. VA-160304-MCS.

See Attachment B

3. TERM OF CONTRACT

The term of the contract shall be one (1) year from the date of award specified on the cover page of this contract.

4. OPTION TO EXTEND THE TERM OF THE CONTRACT

- 4.1 The District may extend the term of this contract for a period of two (2) 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.
- 4.2 If the District exercises this option, the extended contract shall be considered to include this option provision.
- 4.3 The price for the option period(s) shall be as specified in the Section B of the contract.
- 4.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

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
Servicing: Office of Chief Technology Officer
200 I Street, S.E.; Fifth Floor
Washington, DC 20003
Telephone: (202) 724-5069
Email: chris.yi@dc.gov

5.1 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- 5.1.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 5.1.2** 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.
- 5.1.3** 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.

6. CONTRACTS ADMINISTRATOR (CA)

- 6.1** The CA is responsible for the technical administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. 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:

Predrag Kalapasev
Office of the Chief Technology Officer
200 I Street, SE
Washington, DC 20003
Telephone: (202) 727-8713
E-mail: Page.Kalapasev@dc.gov

- 6.2** It is understood and agreed that the CA shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.
- 6.3** Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

7. ORDERING

- 7.1** Any supplies and services to be furnished under the contract shall be ordered by issuance of delivery order or task order by the Contracting Officer specified in Section 5 above. Such orders may be issued monthly, quarterly, or annually as services are required during the term of the contract.
- 7.2** All delivery orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order and the contract, the contract shall control.
- 7.3** If mailed, a delivery order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

8. COMPENSATION AND PAYMENT

- 8.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- 8.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.
- 8.3** The District follows a specific policy for services related to software/hardware (SW/HW) maintenance/licenses and support services. Services provided within a District Fiscal Year (October 1 to September 30) must be billed for within the same District Fiscal Year. Invoices should only cover one District Fiscal Year at a time, and the District cannot be held liable for any such services not billed and paid within the same District Fiscal Year (October 1 to September 30). The District issues separate payment for each District Fiscal Year for accounting and budgetary reasons.
- 8.4** By accepting this contract, for SW/HW maintenance/licenses and support services, you agree that a proper invoice constitutes a service period that covers only one District Fiscal Year at a time (October 1 to September 30).

9. INVOICE SUBMITTAL

- 9.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this task order. Invoices shall be prepared in duplicate and submitted to the Office of the Chief Technology Officer with a concurrent copy to the Contracts Administrator (CA) specified in Section 6 above.

The address of the Office of the Chief Technology Officer is:

The Office of Finance and Resource Management / Accounts Payable
200 I Street, SE
Washington, DC 20003
Telephone: (202) 727-2277

9.2 To constitute a proper invoice, the Contractor shall submit the following information:

- i. Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- ii. Task Order Agreement Number and Purchase Order Number. Assignment of an invoice number by the contractor is also recommended;
- iii. Description, price, quantity, and dates of work actually performed;
- iv. Other supporting documentation or information, as required by the Contracting Officer;
- v. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- vi. Name, title, phone number of person preparing the invoice;
- vii. Authorized signature.

10. COST REIMBURSEMENT CEILING

10.1 Cost reimbursement ceiling for this contract is set forth in Section B.

10.2 The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section B.

10.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.

10.4 The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.

10.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.

10.6 The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B., and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B., until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.

10.7 No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.

- 10.8** If any cost reimbursement ceiling specified in Section B. is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- 10.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B., unless the change order specifically increases the cost reimbursement ceiling.
- 10.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title V of the D.C. Procurement Practices Reform Act of 2010 shall be reimbursable.

11. INCORPORATED DOCUMENTS

The 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 a conflict shall be resolved by giving precedence in the order of priority listed below:

- (1) This Task Order
- (2) Attachment A – Specifications/Work Statement
- (3) Attachment B – Price Schedule
- (4) Attachment C - Insurance

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

- (5) Virginia Information Technologies Agency (VITA) Contract No. VA-160304-MCS

ATTACHMENT A - SPECIFICATIONS/WORK STATEMENT

A.1 SCOPE

The District of Columbia Government Office of Contracting and Procurement, on behalf of Office of Chief Technology Officer (OCTO) (the "District") is seeking to acquire Microsoft's Identity Manager (MIM) implementation services for consulting, customization, standardizing and automation of Microsoft Office 365 user license creation/deletion and management process (lifecycle).

A.2 APPLICABLE DOCUMENTS

Not Applicable

A.3 DEFINITIONS

Not Applicable

A.4 BACKGROUND

OCTO has procured Microsoft Identity Manager (MIM 2016) software and licenses for enterprise use. The MIM is being used to manage the DC Government Enterprise Active Directory by both OCTO and other DC Government Agencies.

OCTO is in the process deploying Microsoft's Office 365 service to all users throughout the City. A key aspect of this endeavor is to create tens of thousands of user objects with the appropriate attributes, Office 365 licenses and other user-specific configurations. These configurations need to be applied from standard definitions/templates but also; users may need individual configurations based on Agency-specific requirements.

MIM will be configured to provision users into the city's Active Directory forest(s). Microsoft's Azure AD Connect tool will then create the users into Office 365 "downstream". In addition to the direct user object creation in Active Directory, MIM's service will also be deployed so that IT staff can login to a customized web portal and initiate user provisioning/modification workflows based on the needs of specific agency requirements.

A.5 REQUIREMENTS

- A.5.1** The Contractor shall provide authorized reseller agreement or certification from manufacturer.
- A.5.2** The Contractor shall design and implement the placement of attributes in the web forms used to manage users and groups from the MIM Portal based on role based access by agency IT administration.
- A.5.3** The Contractor shall design and implement the workflows and synchronization rules used to manage security and distribution groups in Active Directory.
- A.5.4** The Contractor shall implement the following workflows:
1. Attribute validation and naming convention enforcement,
 2. Approval required when joining certain groups,
 3. Group owner notification for extending their group prior to the expiration and deletion of the group on expiration.

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

B.1 The District of Columbia Government Office of Contracting and Procurement, on behalf of Office of Chief Technology Officer (OCTO) (the "District") is seeking to acquire Microsoft's Identity Manager (MIM) implementation services for consulting, customization, standardizing and automation of Microsoft Office 365 user license creation/deletion and management process (lifecycle).

B.2 The District contemplates award of a Labor Hour contract with a Cost Reimbursement portion in accordance with 27 DCMR Chapter 24.

B.3 AGGREGATE GROUP OR INDIVIDUAL ITEM

Award, if made, will be to a single bidder in the aggregate for those groups of items indicated by "Aggregate Award Group" herein. Bidder must quote unit prices on each item within each group to receive consideration. Award, if made, on all other items will be on an individual item basis.

B.4 PRICE SCHEDULE - REQUIREMENTS

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, Section 11, and Cost Reimbursement Ceiling Clause, Section 12. 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.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after contract expiration.

B.4.1 BASE YEAR – LABOR HOUR

Item No.	Labor Category	Hourly Labor Rate ¹	Estimated Labor Hours	Estimated Total Price
0001	Architectural Consultant	\$296.00	32	\$9,472.00
0002	Engagement Manager	\$268.00	36	\$9,648.00
0003	Project Manager	\$268.00	112	\$30,016.00
0004	Senior Consultant	\$268.00	320	\$85,760.00
Estimated Grand Total B.4.1				\$134,896.00

B.4.1.1 BASE YEAR – COST REIMBURSEMENT

Item No.	Item Description	Not to Exceed Cost
0005	Travel Expenses ²	\$20,000.00
NTE Total B.4.1.1		\$20,000.00

¹ The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

² Costs for transportation, lodging, meals, and incidental expenses incurred by contractor personnel in official company business related to the District contract shall be allowable. Allowable costs may be based on actual cost incurred, per diem or mileage, or a combination if the method used does not result in an unreasonable charge.

Travel costs directly attributable to specific contract performance shall be allowable and may be charged to the contract as a direct cost.

Travel costs incurred in the normal course of overall administration of the business shall be allowable and shall be treated as an indirect cost.

The difference in cost between first-class air accommodations and less than first-class accommodations shall not be allowable.

B.4.2 OPTION YEAR ONE – LABOR HOUR

Item No.	Labor Category	Hourly Labor Rate	Estimated Labor Hours	Estimated Total Price
1001	Architectural Consultant	\$296.00	32	\$9,472.00
1002	Engagement Manager	\$268.00	36	\$9,648.00
1003	Project Manager	\$268.00	112	\$30,016.00
1004	Senior Consultant	\$268.00	320	\$85,760.00
Estimated Grand Total B.4.2				\$134,896.00

B.4.2.1 OPTION YEAR ONE – COST REIMBURSEMENT

Item No.	Item Description	Not to Exceed Cost
1005	Travel Expenses	\$20,000.00
NTE Total B.4.2.1		\$20,000.00

B.4.3 OPTION YEAR TWO – LABOR HOUR

Item No.	Labor Category	Hourly Labor Rate	Estimated Labor Hours	Estimated Total Price
2001	Architectural Consultant	\$296.00	32	\$9,472.00
2002	Engagement Manager	\$268.00	36	\$9,648.00
2003	Project Manager	\$268.00	112	\$30,016.00
2004	Senior Consultant	\$268.00	320	\$85,760.00
Estimated Grand Total B.4.3				\$134,896.00

B.4.3.1 OPTION YEAR TWO – COST REIMBURSEMENT

Item No.	Item Description	Not to Exceed Cost
2005	Travel Expenses	\$20,000.00
NTE Total B.4.3.1		\$20,000.00

B.4.4 PRICE SCHEDULE SUMMARY

Item No.	Period of Performance	Estimated Total Price
0001	Base Year Item No. 0001-0005	\$154,896.00
0002	Option Year One Item No. 1001-1005	\$154,896.00
0003	Option Year Two Item No. 2001-2005	\$154,896.00
Estimated Grand Total for B.4		\$464,688.00

ATTACHMENT C – INSURANCE

1. Microsoft shall provide the insurance coverage that is outlined within Section 13 of VITA Contract VA-160304-MCS.

In addition to the coverage outlined within VA-160304-MCS, the following additional requirements are to be provided:

2. The “Government of the District of Columbia” shall be named as an additional insured.
3. All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.
4. CERTIFICATE HOLDER:

The Government of the District of Columbia
Attention: Office of the Chief Technology Officer
200 I Street, SE
Washington, DC 20003
Telephone: (202) 727-2277

In addition to the insurance thresholds listed within Section 13 of VITA Contract VA-160304-MCS, Microsoft shall provide the following additional coverage:

5. **Cyber Liability Insurance** - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 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. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts.”