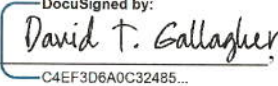



GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER RQ990628		PAGE 1 of 18	
2. TASK ORDER AGREEMENT NO. CW62288		3. Award/Effective Date See 30C. below		4. CONTRACT NUMBER VA-160304-MCS		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CONTACT: Contract Specialist Email: Alisha.wright@dc.gov		A. NAME Alisha Wright		B. TELEPHONE (No Collect Calls) (202) 724-2017		6. SOLICITATION ISSUE DATE	
9. ISSUED BY Office of Contracting and Procurement Information Technology Division 441 4 TH Street, NW 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 type="checkbox"/> DCSS SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> N/A	
						12. PAYMENT DISCOUNT TERMS Net 30 days	
						13. RESERVED	
15. CONTRACTOR / OFFEROR Microsoft Corporation One Microsoft Corporation Redmond, WA 98052 POC: David T. Gallagher (E) dgallagher@microsoft.com				16. PAYMENT WILL BE MADE BY DC Office of the CTO (Accts Payable) 200 I St. SE Washington, DC 20003 United States Phone: 1(202) 727-2277			
15A DUNS NO.		15B TAX ID NO.		18. ADMINISTERED BY Office of the Chief Technology Officer 200 I Street, SE Washington, DC 20003			
17. DELIVER TO Office of the Chief Technology Officer 200 I Street, SE Washington, DC 20003				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				19. IEM NO.			
20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT	
23. UNIT PRICE				24. AMOUNT			
1				Users to be Migrated between Active Directories		10,000	
2				Connected Directories to Consolidate		3	
3				Application Databases to Remediate		2	
4				Consumptions		6	
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.				26. TOTAL AWARD (FOR GOVT. USE ONLY) \$330,000.00			
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. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE 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 DocuSigned by:  C4EF3D6A0C32485... Microsoft Corporation				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) David T. Gallagher, Director of Contracts		29C. DATE SIGNED 6/29/2018		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Chris Yi Contracting Officer		30C. DATE SIGNED 6-29-18	

1. SERVICES REQUIRED

The District of Columbia Government (District) Office of Contracting and Procurement (OCP), on behalf of the Office of the Chief Technology Officer (OCTO), Citywide Messaging (CWM) Program, award Microsoft Corporation, located at One Microsoft Corporation, Redmond, WA 98052 hereby referred to as the Contractor, a contract to provide Microsoft Consulting Services to migrate the District of Columbia Public Schools (DCPS) Active Directory (AD) from a legacy Windows 2003 environment to the new Windows 2016 environment. The migration shall be done via the **Active Directory Migration Service (ADMS)**.

2. PRICE SCHEDULE

The District awards a fixed-price contract type in accordance with 27 DCMR Chapter 24.

See Attachment B, Price Schedule

3. TERM OF CONTRACT

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

4. OPTION TO EXTEND THE TERM OF THE CONTRACT

Not Applicable

5. CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Chris Yi
Office of Contracting and Procurement
Servicing: Office of Chief Technology Officer
200 I Street, S.E.; 5th 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 general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- 6.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- 6.1.2** Coordinating site entry for Contractor personnel, if applicable;
- 6.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- 6.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- 6.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- 6.2** The address and telephone number of the CA is:

Cyrus R. Verrani
Director, IT Infrastructure and Operations
Office of Chief Operating Officer
District of Columbia Public Schools
1200 First Street, NE
Washington, DC 20002
T: 202.442.9256
C: 202.577.5876
E: cyrus.verrani@dc.gov
W: <http://dcps.dc.gov>

- 6.3** The CA shall NOT have the authority to:
1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
 2. Grant deviations from or waive any of the terms and conditions of the contract;
 3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;
 4. Authorize the expenditure of funds by the Contractor;
 5. Change the period of performance; or
 6. Authorize the use of District property, except as specified under the contract.
- 6.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

7. ORDERING

- 7.1** Any supplies and services to be furnished under this 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 during the term of this contract.
- 7.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- 7.3** If mailed, a delivery order or task order is considered “issued” when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

8. INVOICE 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. These services must be provided and billed within the District’s fiscal year (October 1 to September 30). Invoices should only cover one fiscal year and the District cannot be held liable for any such services not billed and paid with in the same fiscal year (October 1 to September 30). The District issues separate payment for each 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 October 1 through September 30.

9. INVOICE SUBMITTAL

- 9.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.
- 9.2** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section 10.
- 9.3** 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.

10. PAYMENT

10.1 PARTIAL PAYMENTS

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
 - "Payment will be made on completion and acceptance of each item for which the price is states in the Schedule in Attachment B", and
- c) Presentation of a properly executed invoice.

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
- (5) Work Order Number: R4G0178-132072-151117

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

- (6) VITA Contract Number: VA-160304-MCS
- (7) Azure Active Directory Migration Service: Plan Ready Example

ATTACHMENT A - SPECIFICATIONS/WORK STATEMENT

A.1 SCOPE

The District of Columbia Government (District) Office of Contracting and Procurement (OCP), on behalf of the Office of the Chief Technology Officer (OCTO), Citywide Messaging (CWM) Program, seeks to procure Microsoft Consulting Services to migrate the District of Columbia Public Schools (DCPS) Active Directory (AD) from a legacy Windows 2003 environment to the new Windows 2016 environment. The migration shall be done via the **Active Directory Migration Service (ADMS)**.

A.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	PDF	Azure Active Directory Migration Service; Plan Ready Example	August 2017

A.3 DEFINITIONS

Item No.	Parameter	Definition
1	Source Domain or Directory	The customer-specified source directory that is to be migrated from (such as abc.com)
2	Target Domain	The customer-specified target domain that is to be migrated to (such as abcus.corp)
3	Users to Migrate	The total user count that is to be migrated
4	Directories	The directories that are being migrated, including source and target directories
5	Application Remediation Databases	Application database instances that require updates to account for the user's migrated identity
6	UAT	User acceptance testing ("UAT")
7	Pilot	The pilot is a complete functional solution that is implemented in the production environment. It is expected to have full functionality. The purpose of a pilot is to verify that the solution will perform in production as specified, and to verify that production has been completely and correctly set up. Microsoft engineering staff will configure the Active Directory Migration Service solution within Azure and will assist the customer staff as it configures on-premises services for integration with the Active

Item No.	Parameter	Definition
		<p>Directory Migration Service solution. The first use of this production implementation will be considered the pilot. It is this implementation that the customer will use to perform the UAT. The scope of the pilot includes:</p> <ul style="list-style-type: none"> a. Configuration of Active Directory Migration Services. b. Configuration of customer on-premises services for interfacing with Active Directory Migration Service. c. Preparation of user, group, and workstation accounts to the target Active Directory. d. Remediation of application databases that require updating with the new user credentials. (such as Microsoft SharePoint and Microsoft Exchange).
8	Migration Services	Services that facilitate the migration of users and directories (or remediation pertaining to) an application database.
9	Monthly Service and Support	<p>Engineering migration setup.</p> <p>Migration and engineering support until migration is complete.</p> <p>Updates will be made to the Active Directory Migration Service when feature or processing logic that was working during solution acceptance testing has ceased to function or no longer functions as baselined in the current production release.</p> <p>For support, the following will apply:</p> <ul style="list-style-type: none"> a. A limit of eight (8) hours of daily support Monday through Friday excluding US holidays. b. Up to forty (40) hours support a week.
10	Incident	An incident is any event that is not part of the standard operation of the Active Directory Migration Service and that causes, or can cause, an interruption to, or a reduction in the quality of that service.

A.4 BACKGROUND

DC Public Schools has a legacy unsupported Active Directory environment that is running on Windows 2003. Because the Active Directory forest name includes an underscore “_” it cannot be upgraded to a new version of Windows. As a result, DCPS has decided to bring on Microsoft Consulting Services to help migrate from the legacy Windows Active Directory (Windows 2003) to the new Active Directory environment (Windows 2016). The migration will involve migrating users, desktops, servers and application to the new Active Directory.

A.5 REQUIREMENTS

A.5.1 The Contractor shall provide DCPS Active Directory Migration Services to include the following:

Item No.	Component	Description
1	Identity Synchronization and Provisioning	The Active Directory Migration Service will be configured to support the migration of objects from source Active Directories to target Active Directories for: a) User objects b) Groups and group membership c) Computers (user workstations)
2	User Activation, Migration, and Remediation	The Azure-based self-service migration portal will be configured for user self-activation in the target Active Directory for: a) Pre-migrated user accounts b) User workstations and application databases that require remediation

A.5.2 The Contractor shall facilitate and attend a kickoff meeting via conference call within a week after the contract awarded to include an overview of the following:

1. Introductions and Key Personnel Contact Information
2. Deliverable Schedule
3. Ordering and Payment
4. Modifications
5. Scope of Work
6. Questions

A.5.3 The Contractor shall perform the AD migration from the legacy DCPS Active Directory (Windows 2003) to the new DCPS Active Directory (Windows 2016).

A.5.4 The Office of the Chief Technology Officer will not accept any Services / Support from any other vendor, as the **Active Directory Migration Service (ADMS)** service is only offered by Microsoft Consulting Services.

A.5.5 The Contractor shall support the migration of 10,000 accounts and provide 10,000 licenses.

A.5.6 The ADMS service needs to be licensed to support 3 directories, and as such will need to be connected to 3 different DCPS directories.

A.5.7 The Contractor shall migrate 2 AD integrated applications to the new AD domain and remediate any issues that might come up.

A.5.8 The Contractor shall complete all deliverables within six months from date of award:

A.5.8.1 Deliverable #1 – Connect to the ADMS service (Azure tenant) to the customer network:

Tasks/Objectives:

- i. Establish an Internet Protocol security (“IPSec”) virtual private network (“VPN”) or ExpressRoute connection between the ADMS service (Azure tenant) and the customer’s network.
- ii. Validate connectivity and service access.

A.5.8.2 Deliverable #2 - Define and document migration configuration items:

Tasks/Objectives:

- i. Lead a series of workshops to determine migration configuration options
- ii. Perform data analysis using Active Directory data extracts
- iii. Publish configuration workbook defining all migration configuration parameters

A.5.8.3 Deliverable #3 - Configure Azure cloud migration services:

Tasks/Objectives:

- i. Configure Active Directory object migration
- ii. Configure the self-service portal
- iii. Configure the application remediation pipeline and agents
- iv. Configure migration reporting services

A.5.8.4 Deliverable #4 - Conduct a pilot implementation and provide engineering assistance during the pilot:

Tasks/Objectives:

- i. Provide support and active monitoring of pilot migrations

A.5.8.5 Deliverable #5 - Provide Active Directory Migration Service operations and incident support for production migrations:

Tasks/Objectives:

- i. Provide migration service operations for the duration of the project
- ii. Provide incident support for user migrations for the duration of the project

A.5.10 The Contractor shall perform all services rendered by remote resources.

A.5.11 Deliverables

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the Contract Administrator identified in section 6.2 in accordance with the following:

Item No.	Deliverable Number	Tasks	Deliverable Type	Due Date
1	A.5.8.1	Connect to the customer network	Test Results to be provided to OCTO PM and DCPS PM in an electronic written format, such as email, Microsoft Word, Adobe PDF or any other specific format, as may be agreed to by the parties hereto	12/31/18
2	A.5.8.1	Establish an Internet Protocol security ("IPSec") virtual private network ("VPN") or ExpressRoute connection	Test Results to be provided to OCTO PM and DCPS PM in an electronic written format, such as email, Microsoft Word, Adobe PDF or any other specific format, as may be agreed to by the parties hereto	12/31/18
3	A.5.8.1	Validate connectivity and service access	Test Results to be provided to OCTO PM and DCPS PM in an electronic written format, such as email, Microsoft Word, Adobe PDF or any other specific format, as may be agreed to by the parties hereto	12/31/18
4	A.5.8.2	Define and document migration configuration items	Reports to be provided to OCTO PM and DCPS PM in an electronic written format, such as email, Microsoft Word, Adobe PDF or any other specific format, as may be agreed to by the parties hereto	12/31/18
5	A.5.8.2	Lead a series of workshops to determine migration configuration options	Workshop Guides to be provided to OCTO PM and DCPS PM in an electronic written format, such as email, Microsoft Word, Adobe PDF or any other specific format, as may be agreed to by the parties hereto	12/31/18
6	A.5.8.2	Perform data analysis using Active Directory data extracts	Reports to be provided to OCTO PM and DCPS PM in an electronic written format, such as email, Microsoft Word, Adobe PDF or any other specific format, as may be agreed to by the parties hereto	12/31/18
7	A.5.8.2	Publish configuration workbook defining all migration configuration parameters	Workbooks to be provided to OCTO PM and DCPS PM in an electronic written format, such as email, Microsoft Word, Adobe PDF or any other specific format, as may be agreed to by the parties hereto	12/31/18

Item No.	Deliverable Number	Tasks	Deliverable Type	Due Date
8	A.5.8.3	Configure Azure cloud migration services	Configuration Guide to be provided to OCTO PM and DCPS PM in an electronic written format, such as email, Microsoft Word, Adobe PDF or any other specific format, as may be agreed to by the parties hereto	12/31/18
9	A.5.8.3	Configure Active Directory object migration	Configuration Guide to be provided to OCTO PM and DCPS PM in an electronic written format, such as email, Microsoft Word, Adobe PDF or any other specific format, as may be agreed to by the parties hereto	12/31/18
10	A.5.8.3	Configure the self-service portal	Configuration Guide to be provided to OCTO PM and DCPS PM in an electronic written format, such as email, Microsoft Word, Adobe PDF or any other specific format, as may be agreed to by the parties hereto	12/31/18
11	A.5.8.3	Configure the application remediation pipeline and agents	Configuration Guide to be provided to OCTO PM and DCPS PM in an electronic written format, such as email, Microsoft Word, Adobe PDF or any other specific format, as may be agreed to by the parties hereto	12/31/18
12	A.5.8.3	Configure migration reporting services	Configuration Guide to be provided to OCTO PM and DCPS PM in an electronic written format, such as email, Microsoft Word, Adobe PDF or any other specific format, as may be agreed to by the parties hereto	12/31/18
13	A.5.8.4	Pilot implementation engineering assistance	Configuration Guide to be provided to OCTO PM and DCPS PM in an electronic written format, such as email, Microsoft Word, Adobe PDF or any other specific format, as may be agreed to by the parties hereto	12/31/18
14	A.5.8.4	Active monitoring of pilot migrations	Status Report to be provided to OCTO PM and DCPS PM in an electronic written format, such as email, Microsoft Word, Adobe PDF or any other specific format, as may be agreed to by the parties hereto	12/31/18

Item No.	Deliverable Number	Tasks	Deliverable Type	Due Date
15	A.5.8.5	Active Directory Migration Service operations and incident support for production migrations	Status Report to be provided to OCTO PM and DCPS PM in an electronic written format, such as email, Microsoft Word, Adobe PDF or any other specific format, as may be agreed to by the parties hereto	12/31/18
16	A.5.8.5	Migration service operations	Status Report to be provided to OCTO PM and DCPS PM in an electronic written format, such as email, Microsoft Word, Adobe PDF or any other specific format, as may be agreed to by the parties hereto	12/31/18
17	A.5.8.5	Incident support for user migrations	Status Report to be provided to OCTO PM and DCPS PM in an electronic written format, such as email, Microsoft Word, Adobe PDF or any other specific format, as may be agreed to by the parties hereto	12/31/18

A.5.12 District Responsibilities

The District of Columbia Public Schools will complete the below tasks in accordance to the Azure Active Directory Migration Service: Plan Ready Example required for the Contractor to successfully complete the migration:

- a) Connect the DCPS Network to the ADMS (Active Directory Migration Service) Azure tenant.
 - i. Establish IPsec VPN or ExpressRoute connection to the migration service
- b) Supply Active Directory accounts to facilitate the reading and writing of directory objects and attributes between the source and target domains
- c) Supply computer accounts in the target Active Directory for the Active Directory Migration Service
- d) Supply the necessary Groups and Group Policy Objects as required for the planned migration scenarios
- e) Prepare or confirm DCPS network infrastructure
 - i. Fully routed IP network
 - ii. Fully resolvable DNS namespace
 - iii. Port and protocols implemented for Windows Services
 - iv. Bidirectional relationship between source and target domains
- f) Application remediation list
 - i. Provide Microsoft and OCTO a list of applications with Active Directory dependencies
- g) Manage desktop security configurations
 - i. PKI certificates

- h) Provide a persistent client network
 - i. Full client or desktop self-service migrations require a persistent connection
- i) Self-service client migration
 - i. End-user initiation of the Active Directory Migration Service client process
- j) Communication and coordination with users during pilot and production deployment

A.6 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

Project Manager

Microsoft Corporation (MS)

Leonard Yeager

Leonard.Yeager@microsoft.com

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

B.1 The District of Columbia Government (District) Office of Contracting and Procurement (OCP), on behalf of the Office of the Chief Technology Officer (OCTO), Citywide Messaging (CWM) Program, seeks to procure Microsoft Consulting Services to migrate the District of Columbia Public Schools (DCPS) Active Directory (AD) from a legacy Windows 2003 environment to the new Windows 2016 environment. The migration shall be done via the **Active Directory Migration Service (ADMS)**.

B.2 The District contemplates award of a Firm Fixed Price contract 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 – FIRMED FIXED PRICE

B.4.1 BASE YEAR

Contract Line Item No. (CLIN)	Deliverable Description	Estimated Units	Price Per Unit	Total Estimated Price
0001	Users to be Migrated between Active Directories (A.5.5)	10,000 Users	\$10.00	\$100,000.00
0002	Connected Directories to Consolidate (A.5.6)	3 Months	\$10,000.00	\$30,000.00
0003	Application Databases to Remediate (A.5.7)	2 Months	\$10,000.00	\$20,000.00
0004	Consumptions (A.5.8.5)	6 Months	\$30,000.00	\$180,000.00
Grand Total B.4.1				\$330,000.00

ATTACHMENT C - INSURANCE

INSURANCE

- 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. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

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 Grantee and subcontractors.

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. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$10,000,000 per occurrence or claim, \$10,000,000 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 and coverages.
5. 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 \$10,000,000 per claim or per occurrence

for each wrongful act and \$10,000,000 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.

6. 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) \$10,000,000 per occurrence and \$10,000,000 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.

B. 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.

- C. **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.

- D. **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.**

- E. **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.

- F. **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.

- G. **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.

- H. **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:

Chris Yi

Office of Contracting and Procurement

Servicing: Office of Chief Technology Officer

200 I Street, S.E.; 5th Floor

Washington, DC 20003

Telephone: (202) 724-5069

Email: chris.yi@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).

- I. **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.
- J. **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 in the District.