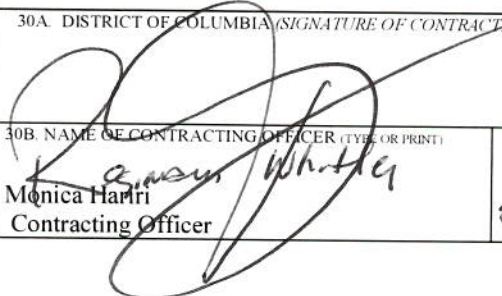


<b>GOVERNMENT OF THE DISTRICT OF COLUMBIA</b> <b>TASK ORDER/DELIVERY ORDER FOR SERVICES</b> <b>OFFEROR TO COMPLETE BLOCKS 18 &amp; 29</b>				<b>1. REQUISITION NUMBER</b>  RK119078		<b>PAGE</b>  1 OF 12	
<b>2. TASK ORDER AGREEMENT NO.</b>  CW71191		<b>3. AWARD/EFFECTIVE DATE</b>  See Block 30c.		<b>4. CONTRACT NUMBER</b>  GS-35F-0119Y		<b>5. SOLICITATION NUMBER</b>  DOC441670	
<b>7. FOR SOLICITATION INFORMATION CONTACT:</b> Contract Specialist Email: <a href="mailto:joell.royal@dc.gov">joell.royal@dc.gov</a>		<b>A. NAME</b>  Joell D. Royal		<b>B. TELEPHONE (No Collect Calls)</b>  (202) 724-2017		<b>6. SOLICITATION ISSUE DATE</b>  May 8, 2019	
<b>9. ISSUED BY</b> Office of Contracting and Procurement Information Technology Division 441 4 <sup>TH</sup> Street, N.W. Suite 330 South Washington, D.C 20001				<b>10. THIS ACQUISITION IS</b> <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE <sup>a</sup> FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input type="checkbox"/> COG Rider <input checked="" type="checkbox"/> U.S. General Services Administration  SIC: SIZE STANDARD:		<b>11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED</b> <input type="checkbox"/> N/A  <input type="checkbox"/> 13. RESERVED	
				<b>12. PAYMENT DISCOUNT TERMS</b>  <b>14. METHOD OF SOLICITATION</b> <input checked="" type="checkbox"/> RFTOP <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> 2-STEP			
<b>15. CONTRACTOR / OFFEROR</b> Carahsoft Technology Corporation 1860 Michael Faraday Drive Suite 100 Reston, Virginia 20190				<b>16. PAYMENT WILL BE MADE BY</b> Office of the Chief Technology Officer Accounts Payable 200 I Street, S.E Washington, D.C 20003 Telephone: (202) 727-2277			
<b>15A DUNS NO.</b>				<b>15B TAX ID NO.</b>			
<b>17. DELIVER TO</b> Stephen N. Miller Office of the Chief Technology Officer (OCTO) 200 I Street, S.E Washington, D.C 20003 Phone: (202) 727-0550 E-mail: <a href="mailto:stephenn.miller@dc.gov">stephenn.miller@dc.gov</a>				<b>18. ADMINISTERED BY</b> Office of the Chief Technology Officer 200 I Street, S.E Washington, D.C 20003			
<b>18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER</b> <input type="checkbox"/>				<b>18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED</b> <input type="checkbox"/> SEE ADDENDUM			
<b>19. IEM NO.</b>		<b>20. SCHEDULE OF SUPPLIES/SERVICES</b>		<b>21. QUANTITY</b>		<b>22. UNIT</b>	
0001-0005		Service Now License				<b>23. UNIT PRICE</b>	
						<b>24. AMOUNT</b> <b>\$325,836.44</b>	
<b>25. ACCOUNTING AND APPROPRIATION DATA</b> PURCHASE ORDER NO.				<b>26. TOTAL AWARD (FOR GOVT. USE ONLY)</b> <b>\$325,836.44</b>			
<b>27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE GSA CONTRACT IDENTIFIED IN BLOCK 4.</b>				<b>28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY:</b> <b>THIS TASK ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.</b>			
<b>29A. SIGNATURE OF OFFEROR / CONTRACTOR</b>  <i>Nicholas Hasselius</i>				<b>30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER)</b>  			
<b>29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT)</b> Nicholas Hasselius, Account Representative		<b>29C. DATE SIGNED</b> 5/21/19		<b>30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)</b> Monica Hamri Contracting Officer		<b>30C. DATE SIGNED</b> 5/22/2019	

**1. SERVICES REQUIRED**

The Government of the District of Columbia, through the Office of Contracting and Procurement (OCP), on behalf of the Office of the Chief Technology Officer (OCTO), is requesting a contractor on the GSA schedule to provide ServiceNow Information Technology Service Management (ITSM) and Information Technology Business Management (ITBM) licensing to permit OCTO and the District of Columbia Public Schools (DCPS) to access and utilize ServiceNow platform services.

**2. CONTRACT TYPE**

The District awards a fixed-price contract.

**3. TERM OF CONTRACT**

The term of the contract shall be for twelve (12) months from the date of award.

**4. OPTION TO EXTEND THE TERM OF THE CONTRACT**

**4.2.1** The District may extend the term of this contract for a period of one (1) 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.

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

**4.2.3** The price for the option period(s) shall be as specified in the Attachment B of the contract.

**4.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (2) years

**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:

Mónica Hariri  
Office of Contracting and Procurement  
200 I Street, SE, Suite 5410-H

Washington, DC 20003  
Telephone: (202) 734-2592  
E-mail: [Monica.Hariri@dc.gov](mailto:Monica.Hariri@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, and equipment) and invoice or vouchers.

**6.2** The address and telephone number of the CA is:  
Stephen N. Miller  
Office of the Chief Technology Officer (OCTO)  
Phone: (202) 727-0550  
E-mail: [stephenn.miller@dc.gov](mailto:stephenn.miller@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 CLAUSE**

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

**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. COMPENSATION**

**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 30<sup>th</sup> 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. 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 stated in the Schedule in Section 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 blocks 1 through 30C and sections 1 through 12.
2. Statement of Work, Attachment A
3. Price Schedule, Attachment B
4. GSA Schedule No. GS-35F-0119Y, as amended

## **12. PURCHASES OF I.T. HARDWARE AND EQUIPMENT**

The Contractor shall provide only the most current models, components and accessories in new, fully operational, factory sealed condition, with all applicable licenses. The Contractor warrants and represents that the equipment is eligible for the manufacturer's normal and extended warranty and support within the United States to Authorized Users. Previously owned, damaged, refurbished, remanufactured, counterfeit, "gray market" or substitute third party items will not be accepted. The bidder shall provide evidence of its authorized reseller agreement or certification from the manufacturer with its bid.

## **ATTACHMENT A SOW**

### **A.1 SCOPE**

The Government of the District of Columbia, through the Office of Contracting and Procurement (OCP), on behalf of the Office of the Chief Technology Officer (OCTO), is requesting a contractor on the GSA schedule to provide ServiceNow Information Technology Service Management (ITSM) and Information Technology Business Management (ITBM) licensing to permit OCTO and the District of Columbia Public Schools (DCPS) to access and utilize Service Now platform services.

#### **A.1.1 APPLICABLE DOCUMENTS**

N/A

#### **A.1.2 DEFINITIONS**

**DCPS** – District of Columbia Public Schools

**OCTO** – The Office of the Chief Technology Officer

**OCP** – The Office of Contracts and Procurement

**ITSM** – Information Technology Service Management

**ITBM** – Information Technology Business Management

**SAML** – Secure Assertion Markup Language

**SME**- Subject Matter Expert

### **A.2 BACKGROUND**

OCTO is tasked with managing information technology (IT) services for the District of Columbia Mayoral and Independent Agencies to include services for infrastructure, networking, cyber security, desktop and enterprise resource platforms. To provide continued support using the new platforms, the operational and engineering functions must operate within those departments. OCTO requires a platform to provide centralized service management for agencies requesting use of and tracking issues and projects within our capabilities.

### **A.3 REQUIREMENTS**

The Contractor shall provide the following requirements for the ServiceNow Information Technology Service Management (ITSM) and Information Technology Business Management (ITBM) license platform.

A.3.1 The Contractor shall provide their authorized reseller agreement of the ServiceNow platform to include ITSM and ITBM license types.

A.3.2 The Contractor shall provide capability of license activation within a two-week window of award.

- A.3.3 The Contractor shall provide a custom URL for the ServiceNow customer/fulfiller/planner entry point to include “dcgov” in the primary position of the URL.
- A.3.3.1 The Contractor shall provide a secure URL interface utilizing HTTPS that includes capability of encryption and authentication with TLS 1.2.
- A.3.4 The Contractor shall provide ServiceNow Standard ITSM licensing to include the following capabilities:
  - A.3.4.1 Production level environment to handle approximately 45,000 District Government Agency users to request services, report incidents, report problems, request change events, search knowledge articles and view status on such requests.
  - A.3.4.2 Production level environment to handle up to 300 District Government Agency Fulfillment users to respond, coordinate, approve, deny, collaborate, transfer, triage and close requests as referenced in requirement A.3.3.1.
    - A.3.4.2.1 200 licenses shall be provided by the Contractor with the ability to purchase additional licenses at the District’s request.
  - A.3.4.3 Production level environment to provide management level access to report on and visualize requests as referenced in requirement A.3.3.1.
  - A.3.4.4 Production level environment to provide an enterprise Asset Management repository.
  - A.3.4.5 Production level environment to provide an enterprise Configuration Management DataBase to contain items referenced in requirement A.3.4.4.
  - A.3.4.6 Integrate with a Secure Assertion Markup Language 2.0 (SAML 2.0) compliant Single Sign-On platform. The District currently operates the SecureAuth single-sign-on platform.
  - A.3.4.7 To maintain one (1) non-production level environment to test, validate and accept changes to District customization and platform enhancements of the ITSM prior to release in the production level environment referenced in all previous requirements.
- A.3.5 The Contractor shall provide an integrated Information Technology Business Management (ITBM) licensed platform that has the capability to manage project and portfolio finances, resources, tasks and processes for the lifecycle of requested IT projects managed by OCTO.



- A.3.5.1 The Contractor shall provide 50 ITBM Planner licenses to be distributed within OCTO.
- A.3.5.2 The Contractor shall provide a performance analytics and reporting capability for licensed users within the ITBM platform.
- A.3.6 The Contractor shall provide a support level agreement that provide capabilities to prioritize issues 24 hours a day, 7 days a week and ensures that District personnel have unlimited access to submit issues and requests in relation to services provided.
- A.3.7 The Contractor shall provide remote access to 3 District SMEs to include the capabilities to administrate the licenses procured within this Scope.
- A.3.8 The Contractor shall provide 227 training credits to leverage additional administrator and implementor training to further leverage, configure and develop customizations within the ITSM and ITBM ServiceNow Platform Services.

#### **A.4 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 A.3 in accordance with the following:

<b>Item Number</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>	<b>To Whom</b>
0001	ITSM Professional Fulfillment Licensing A.3.4.2.1	200 initials	Cloud Access	On award	Stephen N. Miller Office of the Chief Technology Officer (OCTO) Phone (202) 727-0550 E-mail: <a href="mailto:stephenn.miller@dc.gov">stephenn.miller@dc.gov</a>
0002	ITBM Analyst Licensing A.3.4.3	1	Cloud Access	On award	Stephen N. Miller Office of the Chief Technology Officer (OCTO) Phone (202) 727-0550

					E-mail: <a href="mailto:stephenn.miller@dc.gov">stephenn.miller@dc.gov</a>
0003	ITBM Planner Licensing A.3.5.1	50	Cloud Access	On award	Stephen N. Miller Office of the Chief Technology Officer (OCTO) Phone (202) 727-0550 E-mail: <a href="mailto:stephenn.miller@dc.gov">stephenn.miller@dc.gov</a>
0004	ITBM Performance Analytics Service A.3.4.3	1	Cloud Access	On award	Stephen N. Miller Office of the Chief Technology Officer (OCTO) Phone (202) 727-0550 E-mail: <a href="mailto:stephenn.miller@dc.gov">stephenn.miller@dc.gov</a>
0005	Learning Credits A.3.8	227	Cloud Access	On award	Stephen N. Miller Office of the Chief Technology Officer (OCTO) Phone (202) 727-0550 E-mail: <a href="mailto:stephenn.miller@dc.gov">stephenn.miller@dc.gov</a>

## ATTACHMENT B PRICE SCHEDULE

**B.1** The Government of the District of Columbia, through the Office of Contracting and Procurement (OCP), on behalf of the Office of the Chief Technology Officer (OCTO), is requesting a contractor on the GSA schedule to provide ServiceNow Information Technology Service Management (ITSM) and Information Technology Business Management (ITBM) licensing to permit OCTO and the District of Columbia Public Schools (DCPS) to access and utilize Service Now platform services.

### B.2 PRICE SCHEDULE

#### B.2.1 Base Year- 12 months from date of award

Contract Line Item	Part Number	Item Description	Qty.	Unit Price	Total Price
0001	PROD09215-120	Service Now ® IT Service Management Professional Fulfiller user	200 monthly	<u>\$104.33</u>	<u>\$250,392.00</u>
0002	188-SNPROD02226	Service Now ® IT Business Management Analyst	1 monthly	<u>\$869.38</u>	<u>\$10,432.56</u>
0003	188-SNPROD02225	Service Now ® Business Management Planner	50 monthly	<u>\$61.63</u>	<u>\$36,978.00</u>
0004	188-SNPROD02229	Service Now ® Performance Analytics for IT Business-Application (per \$1000 Subscription) Monthly	1 monthly	<u>\$444.49</u>	<u>\$5,333.88</u>
0005	188-SNCLEARNCREDIT	Service Now Learning Credit	227	<u>\$100.00</u>	<u>\$22,700.00</u>
<b>Grand Total</b>					<u><b>\$325,836.44</b></u>

## Option Year One

<b>Contract Line Item</b>	<b>Part Number</b>	<b>Item Description</b>	<b>Qty.</b>	<b>Unit Price</b>	<b>Total Price</b>
1001	PROD09215-120	Service Now ® IT Service Management Professional Fulfiller user (Monthly)	200 monthly	<u>\$104.33</u>	<u>\$250,392.00</u>
1002	188-SNPROD02226	Service Now ® IT Business Management Analyst	1 monthly	<u>\$ 869.38</u>	<u>\$10,432.56</u>
1003	188-SNPROD02225	Service Now ® Business Management Planner	50 monthly	<u>\$61.63</u>	<u>\$36,978.00</u>
1004	188-SNPROD02229	Service Now ® Performance Analytics for IT Business- Application (per \$1000 Subscription) Monthly	1 monthly	<u>\$444.49</u>	<u>\$5,333.88</u>
1005	188- SNCLEARNCREDIT	Service Now Learning Credit	227 monthly	<u>\$100.00</u>	<u>\$22,700.00</u>
<b>Grand Total</b>					<b><u>\$325,836.44</u></b>