

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF FINANCIAL OFFICER**



Office of Management and Administration
Office of Contracts

April 23, 2018

Jessie Johnson, Principal
Stockbridge Consulting LLC
2216 Martin Luther King Jr Ave., SE
Washington, DC 20020

RE: Notification of Award
Solicitation No.: CFOPD-15-D-028
IBM Software and Support

Dear Mr. Johnson:

The Office of the Chief Financial Officer (“OCFO”) is pleased to award Contract Number CFOPD-18-C-028 for IBM Software and Support to Stockbridge Consulting LLC as a result of the subject solicitation.

This letter is also to notify you that in accordance with Section I.30 Insurance “The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.” Please provide the applicable proof of insurance coverage within ten (10) calendar days of receipt of this notification.

Please send the insurance document the following address:

Office of Management and Administration
Office of Contracts
Attn: Chrishelle Minor
1100 4th Street SW, Suite E610
Washington, DC 20024
samira.davis@dc.gov

The Contracting Officer’s Technical Representative is Lisa Pierson, Office of Management and Administration (OMA), Office of Contracts (OC). You will be contacted by OMA in the very near future to schedule a start up meeting.

*1100 4th Street SW Suite E610 Washington, D.C. 20024 * 202-442-7012 (p) * 202-442-6454 (f)*

Congratulations on receipt of this contract. If you have any questions, you may contact Samira Davis, Contract Specialist, at 202-442-6424.

Sincerely,

A handwritten signature in blue ink, appearing to read "DW 88", is positioned above the typed name.

Drakus Wiggins, CPPB, CPPO
Contracting Officer
Office of Contracts


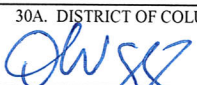
**GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF FINANCIAL OFFICER
TASK ORDER/DELIVERY ORDER FOR SERVICES**

1. REQUISITION NUMBER

PAGE

1 of 9

OFFEROR TO COMPLETE BLOCKS 18A & 29

2. TASK ORDER AGREEMENT NO. CFOPD-18-C-028		3./Effective Date May 1, 2018	4. CONTRACTOR'S CONTRACT NUMBER <input checked="" type="checkbox"/> DCSS # 37608 <input type="checkbox"/> GSA <input type="checkbox"/> Cooperative Agreement		5. SOLICITATION NUMBER CFOPD-18-D-028	6. CAPTION IBM Software and Support	
7. PROGRAM OFFICE CONTACT (COTR): Office of Chief Financial Officer Office of Chief Information Officer 1100 4th Street, SW, Suite E610 Washington, DC, 20024			A. NAME Lisa Pierson Contracting Officer Representative (COR)		B. TELEPHONE (No Collect Calls) (202) 442-6352		8. EMAIL: lisa.pierson@dc.gov
9. ISSUED BY District of Columbia Office of the Chief Financial Officer Office of Management and Administration Office of Contracts 1100 4th Street, SW, Suite E610 Washington, DC 20024 (202) 442-7012			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 checked="" type="checkbox"/> DCSS <input type="checkbox"/> COG SIC:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13. RESERVED		12. PAYMENT DISCOUNT TERMS <input checked="" type="checkbox"/> SEE SCHEDULE
15. CONTRACTOR / OFFEROR Stockbridge Consulting LLC Jessie Johnson, Owner 2216 Martin Luther King Jr., Ave SE Washington, DC 20020			16. PAYMENT WILL BE MADE BY District of Columbia Government Office of the Chief Financial Officer - OMA Office of Financial Operations 1100 4th Street, SW, Suite E600 Washington, D.C. 20024		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFTOQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> 2-STEP		
15A. DUNS CODE		15B. TAX ID NO. 27-0787013					
17. DELIVER TO Office of the Chief Financial Officer Office of the Chief Information Officer 1101 4th Street, SW, Suite W350 Washington, DC, 20024			18. ADMINISTERED BY DC Office of the Chief Financial Officer Office of the Chief Information Officer 1101 4th Street, SW, Suite W350 Washington, DC, 20024				
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 EXHIBIT D OF TASK ORDER			
19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES			21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	Contractor shall provide IBM Software and Support in accordance with the enclosed statement of work and Contract No.: CFOPD-18-C-028.			See Exhibit B.4.2 Price Schedule			\$465,225.88
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD (FOR GOVT. USE ONLY) \$465,225.88		
27. <input checked="" type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TWO (2) COPIES 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. CONTRACTOR'S PROPOSAL DATED <u>April 06, 2018</u> IS INCORPORATED BY REFERENCE.				28. <input type="checkbox"/> AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Schedule B. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.			
29A. SIGNATURE OF OFFEROR /CONTRACTOR 				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Jess Johnson, Principal		29C. DATE SIGNED 4/17/2018		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Drakus Wiggins, CPPB, CPPO		30C. DATE SIGNED 4/23/18	

2. PRICE SCHEDULE

The District contemplates award of a Firm Fixed Price Contract according to the schedule below:

2.1 Base Year – Price Schedule

CLIN	Part Number	DESCRIPTION	Qty.	UNIT PRICE	TOTAL PRICE
001	E03VJLL	IBM Connections Authorized User Annual SW Subscription & Support Renewal	706	\$25,790.18	\$25,790.18
002	E0501LL	IBM FileNet Content Manager Authorized User Value Unit Annual SW Subscription & Support Renewal	447	\$105,670.80	\$105,670.80
003	E060KLL	IBM Cognos Business Intelligence for Non-Production Environment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	200	\$11,712.00	\$11,712.00
004	E061DLL	IBM Cognos Business Intelligence Consumer Limited Use Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	800	\$278,440.00	\$278,440.00
005	E0622LL	IBM Cognos Business Intelligence Software Development Kit Authorized User Annual SW Subscription & Support Renewal	5	\$9,697.40	\$9,697.40
006	E0K30LL	IBM Cognos Business Intelligence Analytics Administrator per Authorized User Annual SW Subscription & Support Renewal	3	\$11,189.85	\$11,189.85
007	E0BX3LL	IBM Sterling Connect:Direct Standard Edition Simultaneous Session Annual SW Subscription & Support Renewal	5	\$4,069.50	\$4,069.50
008	E1AQSL	IBM DB2 Connect Unlimited Edition for System z Millions of Service Units per Hour Annual SW Subscription & Support Renewal	57	\$2,411.10	\$2,411.10
009	E1AR9LL	IBM DB2 Connect Unlimited Edition for System z Host Server Annual SW Subscription & Support Renewal	1	\$16,245.05	\$16,245.05
TOTAL PRICE					\$465,225.88

2.2 Option Period One – Price Schedule

CLIN	Part Number	DESCRIPTION	Qty.	UNIT PRICE	TOTAL PRICE
101	E03VJLL	IBM Connections Authorized User Annual SW Subscription & Support Renewal	706	\$37.63	\$26,566.78
102	E0501LL	IBM FileNet Content Manager Authorized User Value Unit Annual SW Subscription & Support Renewal	447	\$243.52	\$108,853.44
103	E060KLL	IBM Cognos Business Intelligence for Non-Production Environment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	200	\$60.32	\$12,064.00
104	E061DLL	IBM Cognos Business Intelligence Consumer Limited Use Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	800	\$358.53	\$286,824.00
105	E0622LL	IBM Cognos Business Intelligence Software Development Kit Authorized User Annual SW Subscription & Support Renewal	5	\$1,997.90	\$9,989.50
106	E0K30LL	IBM Cognos Business Intelligence Analytics Administrator per Authorized User Annual SW Subscription & Support Renewal	3	\$3,842.31	\$11,526.93
107	E0BX3LL	IBM Sterling Connect:Direct Standard Edition Simultaneous Session Annual SW Subscription & Support Renewal	5	\$838.41	\$4,192.05
108	E1AQSL	IBM DB2 Connect Unlimited Edition for System z Millions of Service Units per Hour Annual SW Subscription & Support Renewal	57	\$43.57	\$2,483.49
109	E1AR9LL	IBM DB2 Connect Unlimited Edition for System z Host Server Annual SW Subscription & Support Renewal	1	\$16,734.43	\$16,734.43
TOTAL PRICE					\$479,234.62

2.3 Option Period Two – Price Schedule

CLIN	Part Number	DESCRIPTION	Qty.	UNIT PRICE	TOTAL PRICE
201	E03VJLL	IBM Connections Authorized User Annual SW Subscription & Support Renewal	706	\$38.57	\$27,230.42
202	E0501LL	IBM FileNet Content Manager Authorized User Value Unit Annual SW Subscription & Support Renewal	447	\$249.60	\$111,571.20
203	E060KLL	IBM Cognos Business Intelligence for Non-Production Environment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	200	\$61.83	\$12,366.00
204	E061DLL	IBM Cognos Business Intelligence Consumer Limited Use Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	800	\$367.49	\$293,992.00
205	E0622LL	IBM Cognos Business Intelligence Software Development Kit Authorized User Annual SW Subscription & Support Renewal	5	\$2,047.85	\$10,239.25
206	E0K30LL	IBM Cognos Business Intelligence Analytics Administrator per Authorized User Annual SW Subscription & Support Renewal	3	\$3,938.37	\$11,815.11
207	E0BX3LL	IBM Sterling Connect:Direct Standard Edition Simultaneous Session Annual SW Subscription & Support Renewal	5	\$859.37	\$4,296.85
208	E1AQSL	IBM DB2 Connect Unlimited Edition for System z Millions of Service Units per Hour Annual SW Subscription & Support Renewal	57	\$44.66	\$2,545.62
209	E1AR9LL	IBM DB2 Connect Unlimited Edition for System z Host Server Annual SW Subscription & Support Renewal	1	\$17,152.79	\$17,152.79
TOTAL PRICE					\$491,209.24

2.4 Option Period Three – Price Schedule

CLIN	Part Number	DESCRIPTION	Qty.	UNIT PRICE	TOTAL PRICE
301	E03VJLL	IBM Connections Authorized User Annual SW Subscription & Support Renewal	706	\$27,908.18	\$27,908.18
302	E0501LL	IBM FileNet Content Manager Authorized User Value Unit Annual SW Subscription & Support Renewal	447	\$114,360.48	\$114,360.48
303	E060KLL	IBM Cognos Business Intelligence for Non-Production Environment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	200	\$12,674.00	\$12,674.00
304	E061DLL	IBM Cognos Business Intelligence Consumer Limited Use Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	800	\$301,344.00	\$301,344.00
305	E0622LL	IBM Cognos Business Intelligence Software Development Kit Authorized User Annual SW Subscription & Support Renewal	5	\$10,495.25	\$10,495.25
306	E0K30LL	IBM Cognos Business Intelligence Analytics Administrator per Authorized User Annual SW Subscription & Support Renewal	3	\$12,110.49	\$12,110.49
307	E0BX3LL	IBM Sterling Connect:Direct Standard Edition Simultaneous Session Annual SW Subscription & Support Renewal	5	\$4,404.30	\$4,404.30
308	E1AQSL	IBM DB2 Connect Unlimited Edition for System z Millions of Service Units per Hour Annual SW Subscription & Support Renewal	57	\$2,609.46	\$2,609.46
309	E1AR9LL	IBM DB2 Connect Unlimited Edition for System z Host Server Annual SW Subscription & Support Renewal	1	\$17,581.61	\$17,581.61
TOTAL PRICE					\$503,487.77

2.5 Option Period Four – Price Schedule

CLIN	Part Number	DESCRIPTION	Qty.	UNIT PRICE	TOTAL PRICE
401	E03VJLL	IBM Connections Authorized User Annual SW Subscription & Support Renewal	706	\$40.52	\$28,607.12
402	E0501LL	IBM FileNet Content Manager Authorized User Value Unit Annual SW Subscription & Support Renewal	447	\$262.24	\$117,221.28
403	E060KLL	IBM Cognos Business Intelligence for Non-Production Environment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	200	\$64.96	\$12,992.00
404	E061DLL	IBM Cognos Business Intelligence Consumer Limited Use Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	800	\$386.10	\$308,880.00
405	E0622LL	IBM Cognos Business Intelligence Software Development Kit Authorized User Annual SW Subscription & Support Renewal	5	\$2,151.52	\$10,757.60
406	E0K30LL	IBM Cognos Business Intelligence Analytics Administrator per Authorized User Annual SW Subscription & Support Renewal	3	\$4,137.75	\$12,413.25
407	E0BX3LL	IBM Sterling Connect:Direct Standard Edition Simultaneous Session Annual SW Subscription & Support Renewal	5	\$902.88	\$4,514.40
408	E1AQSL	IBM DB2 Connect Unlimited Edition for System z Millions of Service Units per Hour Annual SW Subscription & Support Renewal	57	\$46.92	\$2,674.44
409	E1AR9LL	IBM DB2 Connect Unlimited Edition for System z Host Server Annual SW Subscription & Support Renewal	1	\$18,021.15	\$18,021.15
TOTAL PRICE					\$516,081.24

3. REQUIREMENTS

- 3.1 The Contractor shall be able to furnish all the products listed in Section 2 Price Schedule.
- 3.2 The Contractor shall be an authorized and/or certified IBM reseller and maintain authorization and/or certification throughout the term of the contract.
- 3.3 The Contractor shall provide the IBM support and maintenance services associated with each product.

4. DELIVERY

All software shall to be delivered, and support services shall begin, on May 1, 2018 to Sandy Pinder, at 1101 4th Street S.W., Suite W370, Washington.

5. TERM OF CONTRACT

The term of the contract shall be one year from the Effective Date.

1. OPTION TO EXTEND THE TERM OF THE CONTRACT

- a) The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend 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.
- b) If the District exercises this option, the extended contract shall be considered to include this option provision.
- c) The price for the option period shall be as specified in the Section 2 of the contract.

6. COMPENSATION AND PAYMENT

- a) 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.
- b) The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

7. INVOICE SUBMITTAL

- a) The Contractor shall submit proper invoices no more than on a monthly basis or as otherwise specified in this Section. Invoices shall be prepared and submitted to the Office of Financial Operations at OMA.Invoicing@dc.gov and the address below with concurrent copies to the COTR.

Office of the Chief Financial Officer
Office of Management and Administration
Financial Operations/Accounts Payable
Attention: Comptroller
1100 4th Street, SW Suite E600
Washington, DC 20024

- b) To constitute a proper invoice, the Contractor shall submit the following information:

- (1) Name and address of the Contractor;
- (2) Invoice date;

- (3) Contract number or other authorization for supplies delivered or services performed;
- (4) Description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed;
- (5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms);
- (6) Name and address of Contractor official to whom the payment is to be sent (*must be the same as that on the contract or accompanied by a proper notice of assignment*);
- (7) Name (*where practicable*), title, phone number, mailing address of person to be notified in event of defective invoice; and
- (8) Any other information or documentation required by the Contract or Contracting Officer (*such as evidence of shipment*).

8. 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:

Drakus Wiggins
Contracting Officer
District of Columbia Office of the Chief Financial Officer
Office of Contracts
1100 4th Street, SW, Suite E610
Washington, DC 20024
Telephone: 202-442-7121
Fax: 202-442-6454
Email: Drakus.Wiggins@dc.gov

8.1 Authorized changes by the contracting officer

- 8.1.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 8.1.2** 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.
- 8.1.3** 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.

9. CONTRACT ADMINISTRATOR (CA)

Lisa Pierson
Office of the Chief Financial Officer
Office of Contracts
Contracting Officer Technical Representative
Tel: 202- 442-6352
Fax: 202- 442-6454
Email: Lisa.Pierson@dc.gov

The CA is responsible for general administration of the contract and advising the CO as 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:

- 9.1 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;
- 9.2 Coordinating site entry for Contractor personnel, if applicable;
- 9.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- 9.4 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
- 9.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- 9.7 The CA shall NOT have the authority to:
 - a) Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
 - b) Grant deviations from or waive any of the terms and conditions of the contract;
 - c) Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 - d) Authorize the expenditure of funds by the Contractor;
 - e) Change the period of performance; or
 - f) Authorize the use of District property, except as specified under the contract.
- 9.8 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer.

10. INCORPORATED DOCUMENTS

- 10.1 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) The Task Order
 - (2) DC Supply Schedule Contract No. CW37608
 - (3) DC Supply Schedule Contract No. CW37609 Price Schedule