
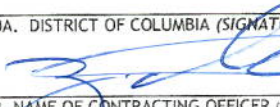


GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER RQ972093		PAGE 1 of 13	
2. TASK ORDER AGREEMENT NO. CW57305		3. Award/Effective Date See 30C. below		4. CONTRACT NUMBER CW30750		5. SOLICITATION NUMBER Doc348407	
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 10/27/2017	
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: WSCA-NASPO SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> N/A <input type="checkbox"/> 13. RESERVED 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFTOP <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> 2-STEP	
15. CONTRACTOR / OFFEROR N2grate Government Services Solutions, LLC 1345 S. Capitol Street, SW; Suite 105 Washington, DC 20003 POC: Dave Inman Telephone: (202) 810-0122 x708 Email: dave.inman@n2grate.com				16. PAYMENT WILL BE MADE BY Office of the Chief Technology Officer Accounts Payable 200 I Street, SE Washington, DC 20003 Telephone: (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				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. 0001			
20. SCHEDULE OF SUPPLIES/SERVICES Cisco Webex Services				21. QUANTITY 1		22. UNIT Year	
				23. UNIT PRICE \$146,520.00		24. AMOUNT \$146,520.00	
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.				26. TOTAL AWARD (FOR GOVT. USE ONLY) \$146,520.00			
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 DCSS ONTRACT 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 				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) David Inman, President				29C. DATE SIGNED 12/8/17		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Chris Yi Contracting Officer	
						30C DATE SIGNED 12-11-17	

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), DC-Net, are seeking a vendor to provide WebEx Services.

2. PRICE SCHEDULE

The District of Columbia Government (District) Office of Contracting and Procurement (OCP), on behalf of the Office of the Chief Technology Officer (OCTO), awards N2grate Government Services Solutions, LLC located at 1345 S. Capitol Street, SW; Suite 105, Washington, DC 20003, hereby referred to as the Contractor to provide renewal of its existing WebEx licenses.

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 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** 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 two (2) 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:

Anil Sharma
Chief Network Officer
Office of the Chief Technology Officer
655 15th Street, NW, Suite 400
Washington DC, 20005
Phone: 202.715.3805
E: anil.sharma@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 with in 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. 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) WSCA-NASPO MASTER AGREEMENT NO. AR233/CW30750

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), DC-Net, are seeking a vendor to provide WebEx Services.

A.2 APPLICABLE DOCUMENTS

Not Applicable

A.3 DEFINITIONS

Not Applicable

A.4 BACKGROUND

OCTO provides Webex services to all District agencies through an enterprise contract. With the growing need and demand for teleworking, we need to ensure that we can maintain a collaborative and productive environment. WebEx services have provided the District with the ability to have an on-demand collaborative meetings and connect from anywhere while working remotely and still support day to day operations in an effective and productive manner.

Cisco WebEx services also allow District users to share data with ease, transfer files directly during a session, demonstrate new features or capabilities right on the members screen along with communicate with other members during a session through chat sessions privately to one member or to the entire group.

A.5 REQUIREMENTS

- A.5.1** The Contractor shall provide only the most current models, components and accessories in new, fully operational, factory sealed condition, with all applicable licenses.
- A.5.2** The Contractor shall warrant and represent that the equipment is eligible for the manufacturer's normal and extended warranty and support within the United States to Authorized Users.
- A.5.3** The Contractor shall not provide the District previously owned, damaged, refurbished, remanufactured, counterfeit, "gray market" or substitute third party items.
- A.5.4** The Contractor shall be an authorized reseller or manufacturer for Cisco products, and an approved WSCA-NASPO supplier for Master Agreement No. AR233.
- A.5.5** The Contractor shall provide the District with the ability to deploy WebEx, Collaboration Meeting Rooms, SPARK Meet and Message and Unlimited Toll Call-in Audio, Toll Free Call-Back Audio and VoIP audio for up to 6,000 District of Columbia Knowledge Workers.

A.5.6 The Contractor shall provide a solution 100% hosted in the cloud, and shall not require the District to purchase any additional hardware, software, or support services to install and maintain.

A.5.7 The Contractor shall provide one year of Cisco Webex Services, to include the following:

Item	Part Number	Product Description	Quantity
0001	A-WX-ACTIVE-USER	Spark Active User (with WebEx)	12
0002	A-WX-AU-EE-1K	Active User Spark Meet (with Enterprise Edition 1,000)	3600
0003	A-WX-AU-EE-OVR	Active User Enterprise Edition Meeting Attendee Overage	0
0004	A-WX-AU-CMR-25	Active User Collaboration Meeting Rooms Capacity 25	2400
0005	A-WX-AUIM-INC	Included Spark Message & WebEx Messenger	3600
0006	A-WX-AU-RMSTG-INC	Spark Message Included Storage	18000
0007	A-WX-AU-RMSTG-OVR	Spark Storage Overage	0
0008	A-WX-STORAGE-INC	Included Storage	600
0009	A-WX-STORAGE-OVR	Enable Overage	0
0010	A-WX-VOIP	WebEx VoIP	12
0011	A-WX-AU-TAU+	Toll Active Users Plus	3600

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), awards N2grate Government Services Solutions, LLC located at 1345 S. Capitol Street, SW; Suite 105, Washington, DC 20003, hereby referred to as the Contractor to provide renewal of its existing WebEx licenses.

B.2 The District is awarding a 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

One year from date of award

Item	Part Number	Product Description	Quantity	Monthly Cost	Total Cost
0001	A-WX-ACTIVE-USER	Spark Active User (with WebEx)	12 per year	\$0.00	\$0.00
0002	A-WX-AU-EE-IK	Active User Spark Meet (with Enterprise Edition 1,000)	3600 per year	\$17.50	\$63,000.00
0003	A-WX-AU-EE-OVR	Active User Enterprise Edition Meeting Attendee Overage	0	\$14.39	\$0.00
0004	A-WX-AU-CMR-25	Active User Collaboration Meeting Rooms Capacity 25	2400 per year	\$0.00	\$0.00
0005	A-WX-AUIM-INC	Included Spark Message & WebEx Messenger	3600 per year	\$0.00	\$0.00
0006	A-WX-AU-RMSTG-INC	Spark Message Included Storage	18000 per year	\$0.00	\$0.00
0007	A-WX-AU-RMSTG-OVR	Spark Storage Overage	0	\$1.41	\$0.00
0008	A-WX-STORAGE-INC	Included Storage	600 per year	\$0.00	\$0.00
0009	A-WX-STORAGE-OVR	Enable Overage	0	\$1.41	\$0.00
0010	A-WX-VOIP	WebEx VoIP	12 per year	\$0.00	\$0.00
0011	A-WX-AU-TAU+	Toll Active Users Plus	3600 per year	\$23.20	\$83,520.00
Grand Total for B.4.1					\$146,520.00

B.4.2 OPTION YEAR ONE

Item	Part Number	Product Description	Quantity	Monthly Cost	Total Cost
1001	A-WX-ACTIVE-USER	Spark Active User (with WebEx)	12 per year	\$0.00	\$0.00
1002	A-WX-AU-EE-1K	Active User Spark Meet (with Enterprise Edition 1,000)	3600 per year	\$17.50	\$63,000.00
1003	A-WX-AU-EE-OVR	Active User Enterprise Edition Meeting Attendee Overage	0	\$14.39	\$0.00
1004	A-WX-AU-CMR-25	Active User Collaboration Meeting Rooms Capacity 25	2400 per year	\$0.00	\$0.00
1005	A-WX-AUIM-INC	Included Spark Message & WebEx Messenger	3600 per year	\$0.00	\$0.00
1006	A-WX-AU-RMSTG-INC	Spark Message Included Storage	18000 per year	\$0.00	\$0.00
1007	A-WX-AU-RMSTG-OVR	Spark Storage Overage	0	\$1.41	\$0.00
1008	A-WX-STORAGE-INC	Included Storage	600 per year	\$0.00	\$0.00
1009	A-WX-STORAGE-OVR	Enable Overage	0	\$1.41	\$0.00
1010	A-WX-VOIP	WebEx VoIP	12 per year	\$0.00	\$0.00
1011	A-WX-AU-TAU+	Toll Active Users Plus	3600 per year	\$23.20	\$83,520.00
Grand Total for B.4.2					\$146,520.00

B.4.3 PRICE SCHEDULE SUMMARY

Item No.	Period of Performance	Total Price
0001	Base Year Item No. 0001-0011	\$146,520.00
0002	Option Year One Item No. 1001-1011	\$146,520.00
Grand Total for B.4		\$293,040.00

ATTACHMENT C: 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, Contracting Officer
Office of the Chief Technology Officer
200 I Street, SE
Washington, DC 20003
Office: 202-724-5069
E-mail: 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.