



<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>				1. REQUISITION NUMBER <b>RQ983166</b>		PAGE <b>1 of 13</b>	
2. TASK ORDER AGREEMENT NO. <b>CW61144</b>		3. Award/Effective Date <b>See 30C. below</b>		4. CONTRACT NUMBER <b>CW42268</b>		5. SOLICITATION NUMBER <b>Doc377403</b>	
7. FOR SOLICITATION INFORMATION CONTACT: Contract Specialist Email: <a href="mailto:Alisha.wright@dc.gov">Alisha.wright@dc.gov</a>		A. NAME <b>Alisha Wright</b>		B. TELEPHONE (No Collect Calls) <b>(202) 724-2017</b>		6. SOLICITATION ISSUE DATE <b>4/30/18</b>	
9. ISSUED BY <b>Office of Contracting and Procurement Information Technology Division 441 4<sup>TH</sup> Street, N.W. Suite 700 South Washington, DC 20001</b>				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"/> DCSS SIC: 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 <b>ICI Systems, Inc. 100 M Street, SE; Suite 676 Washington, DC 20003  POC: Moe Kaviani Telephone: (202) 499-5969 Email: <a href="mailto:moek@icisys.com">moek@icisys.com</a></b>				16. PAYMENT WILL BE MADE BY <b>Office of the Chief Technology Officer Accounts Payable 200 I Street, SE Washington, DC 20003 Telephone: (202) 727-2277</b>			
15A DUNS NO.		15B TAX ID NO.		18. ADMINISTERED BY <b>Office of the Chief Technology Officer DC-NET 200 I Street, SE Washington, DC 20003</b>			
17. DELIVER TO <b>Attn: Getnet Bogale OCTO/DC-NET 655 15<sup>th</sup> Street, NW; Suite 500 Washington, DC 20005 Phone: (202) 715-3815 Email: <a href="mailto:getnet.bogale@dc.gov">getnet.bogale@dc.gov</a></b>				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"/>				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES			21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	Enterprise Server License by Nodes and Technical Support			2,000	Each	\$60.21	\$120,420.00
0002	Software Upgrade and Technical Support on existing 1,000 Licenses			1	Each	\$14,280.00	\$14,280.00
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.						26. TOTAL AWARD (FOR GOVT. USE ONLY) <b>\$134,700.00</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 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) <b>Moe Kaviani, VP</b>		29C. DATE SIGNED <b>5-23-18</b>		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) <b>Chris Yi Contracting Officer</b>		30C. DATE SIGNED <b>5-29-18</b>	

## **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, awards ICI Systems, Inc. located at 100 M Street, SE; Suite 676, Washington, DC 20003, hereby referred to as the Contractor, a contract to procure additional licenses for NetBrain (a map-driven network automation software) and to renew software support services.

## **2. PRICE SCHEDULE**

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

See Attachment B

## **3. TERM OF CONTRACT**

The term of the contract shall be from the date of award specified on the cover page of this contract through September 30, 2018.

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

**4.1** 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 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 five (5) 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:

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](mailto: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:

David Clow  
Program Manager, DC-Net Business Unit  
Office of the Chief Technology Officer  
655 15<sup>th</sup> St NW, Suite 500, Office 5205  
Washington, DC 20005  
Desk/Mobile: 202-715-3823  
Email: [david.clow@dc.gov](mailto:david.clow@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 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. 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 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
- (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) DC Supply Schedule (DCSS) Contract No. CW42268

## ATTACHMENT A - SPECIFICATIONS/WORK STATEMENT

### A.1 SCOPE

The Office of Contracting and Procurement, on behalf of *Office of the Chief Technology Officer* seeks a vendor to procure additional licenses for Netbrain - a map-driven network automation software and renew software support services.

### A.2 APPLICABLE DOCUMENTS

Not Applicable

### A.3 DEFINITIONS

Not Applicable

### A.4 BACKGROUND

DC-Net is a mission-critical citywide service provider servicing nearly 400 government buildings and multiple government agencies. Since its inception over 7 years ago, DC-Net has evolved into the platform that carries converged services including voice, video, data, security, and emergency operations and planning applications – effectively making the network part of the lifeblood powering every agency and facility.

The network is constantly expanded to support the demands of the District agencies and it requires accurate and timely network documentation to enable the engineering team to troubleshoot much faster and improve agility to the on-going demands.

OCTO currently has deployed and leverages NetBrain Technologies map driven network automation software to achieve the following business objectives:

- Proactively prevent network outages caused by human errors during network changes
- Enhance the support of end-to-end business applications
- Improve troubleshooting efficiency, including enhanced root cause analysis capability and reduced MTTR
- Enhance collaboration among teams across multiple agencies

The Qmap automation solution enables us to achieve these objectives by:

- automating network documentation by dynamically mapping network topologies for customers and OCTO data centers
- quickly providing visibility of the network nodes and paths to assist in troubleshooting end-to-end applications
- probing the live network from a map to determine points of concerns on the network path and reduce MTTR.

Netbrain Technologies provides updates and security patches for these tools and assist our engineering team in supporting the software product. It is critical to renew annual support agreements to maintain this software tool.



## **A.5 REQUIREMENTS**

**A.5.1** The Contractor shall provide NetBrain Licenses and Maintenance to include the following:

<b>Item</b>	<b>Product Description</b>	<b>Product Number</b>	<b>Qty.</b>
<b>0001</b>	Enterprise Server License by Nodes and Technical Support POP: Date of Award though 9/30/18	NB-EE-Node	2,000
<b>0002</b>	Software Upgrade and Technical Support on existing 1,000 Licenses POP: Date of Award through 9/30/18	NB-EE-Maintenance	1

**A.5.2** The Contractor shall provide only the most current models, components and accessories in new, fully operational, factory sealed condition, with all applicable licenses.

**A.5.3** 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.5.4** The Contractor shall not provide the District previously owned, damaged, refurbished, remanufactured, counterfeit, "gray market" or substitute third party items.

**A.5.6** The Contractor shall be authorized to resell, distribute or manufacturer NetBrain products.

**A.5.7** The Contractor shall provide authorized reseller agreement or certification from the manufacturer with their bid.

**A.5.8** The Contractor shall transfer ownership of all products to the Office of the Chief Technology Officer, District of Columbia Government within 5 business days of award. This ensures OCTO is authorized to receive support from the manufacturer.

**A.5.9** The Contractor shall deliver physical and virtual equipment within 5 business days of award with electronic confirmation to the Contract Administrator.

**A.5.10** The Contractor shall confirm license purchase, service (activation) and ownership via electronic format to the Contract Administrator.

**A.5.11** The Contractor shall deliver new license/support activation/ electronic confirmation to:

Attn: Getnet Bogale  
655 15<sup>th</sup> St. NW, Suite 500  
Washington, DC 20005  
Phone: (202) 715-3815  
Email: [getnet.bogale@dc.gov](mailto:getnet.bogale@dc.gov)

**A.5.12** The Contractor shall provide licenses, software updates and standard support to include online or call center technical support 5 days per week, 8 hours per day.

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

**B.1** The Office of Contracting and Procurement, on behalf of Office of the Chief Technology Officer seeks a vendor to procure additional licenses for Netbrain - map-driven network automation software and renew software support services.

**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**

Date of Award through September 30, 2018

Item	Product Description	Product Number	Qty.	Total Price
0001	Enterprise Server License by Nodes and Technical Support POP: Date of Award through 9/30/18	NB-EE-Node	2,000	\$120,420.00
0002	Software Upgrade and Technical Support on existing 1,000 Licenses POP: Date of Award through 9/30/18	NB-EE-Maintenance	1	\$14,280.00
<b>Grand Total B.4.1</b>				<b>\$134,700.00</b>

#### **B.4.2 OPTION YEAR ONE**

October 1, 2018 through September 30, 2019

Item	Product Description	Product Number	Qty.	Total Price
1001	Software Upgrade and Technical Support on 3,000 Licenses	NB-EE-Maintenance	1	\$44,107.00
<b>Grand Total B.4.2</b>				<b>\$44,107.00</b>

#### **B.4.3 OPTION YEAR TWO**

October 1, 2019 through September 30, 2020

Item	Product Description	Product Number	Qty.	Total Price
2001	Software Upgrade and Technical Support	NB-EE-	1	\$39,107.00



Item	Product Description	Product Number	Qty.	Total Price
	on 3,000 Licenses	Maintenance		
<b>Grand Total B.4.3</b>				<b>\$39,107.00</b>

**B.4.4 OPTION YEAR THREE**  
**October 1, 2020 through September 30, 2021**

Item	Product Description	Product Number	Qty.	Total Price
<b>3001</b>	Software Upgrade and Technical Support on 3,000 Licenses	NB-EE-Maintenance	1	\$35,107.00
<b>Grand Total B.4.4</b>				<b>\$35,107.00</b>

**B.4.5 OPTION YEAR FOUR**  
**October 1, 2021 through September 30, 2022**

Item	Product Description	Product Number	Qty.	Total Price
<b>4001</b>	Software Upgrade and Technical Support on 3,000 Licenses	NB-EE-Maintenance	1	\$32,107.00
<b>Grand Total B.4.5</b>				<b>\$32,107.00</b>

**B.4.6 PRICE SCHEDULE SUMMARY**

Item No.	Period of Performance	Total Price
<b>0001</b>	Base Year Item No. 0001-0002	\$134,700.00
<b>0002</b>	Option Year One Item No. 1001	\$44,107.00
<b>0003</b>	Option Year Two Item No. 2001	\$39,107.00
<b>0004</b>	Option Year Three Item No. 3001	\$35,107.00
<b>0005</b>	Option Year Four Item No. 4001	\$32,107.00
<b>Grand Total for B.4</b>		<b>\$285,128.00</b>

## 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 \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts 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 \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 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) \$5,000,000 per occurrence and \$5,000,000 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](mailto: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.