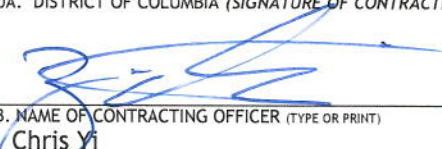


GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER		PAGE 1 of 17	
2. TASK ORDER AGREEMENT NO. CW62525		3. Award/Effective Date July 30, 2018		4. CONTRACT NUMBER GS-35F-363AA		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CONTACT: Contract Specialist Email: Alisha.wright@dc.gov		A. NAME Alisha Wright		B. TELEPHONE (No Collect Calls) (202) 724-2017		6. SOLICITATION ISSUE DATE	
9. ISSUED BY Office of Contracting and Procurement Information Technology Division 441 4 TH Street, 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"/> U.S. General Services Administration SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> N/A <input type="checkbox"/> 13. RESERVED		12. PAYMENT DISCOUNT TERMS Net 30 days	
15. CONTRACTOR / OFFEROR Information Unlimited, Inc. 500 Penn Street, NE Washington, DC 20002 POC: Herschel Chandler (c) 202.695.3432 (e) herschel.chandler@iui.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 CODE					
15A DUNS NO.		15B TAX ID NO.					
17. DELIVER TO Attn: Stephen Miller OCTO/ Application Development and Operations 655 15 th Street, NW; Suite 500 Washington, DC 20005 Phone: (202) 715-3815 Email: stephenn.miller@dc.gov		18. ADMINISTERED BY Office of the Chief Technology Officer Application Development and Operations 200 I Street, SE Washington, DC 20003					
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	IT Portfolio Assessment and Strategic Plan Development			1	Each	\$400,000.00	\$400,000.00
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO. PO587170				26. TOTAL AWARD (FOR GOVT. USE ONLY) \$400,000.00			
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE GSA CONTRACT IDENTIFIED IN BLOCK 4.				28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: THIS TASK ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.			
29A. SIGNATURE OF OFFEROR /CONTRACTOR Chandler Jr.Herschel.E.ORC3010001794.ID <small>Digitally signed by Chandler Jr.Herschel.E.ORC3010001794.ID DN: c=US, o=U.S. Government, ou=ECA, ou=ORC, ou=Information Unlimited Inc, cn=Chandler Jr.Herschel.E.ORC3010001794.ID Date: 2018.08.30 15:27:50 -04'00'</small>				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Herschel Chandler, Principal		29C. DATE SIGNED 8/30/18		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Chris Yi Contracting Officer		30C. DATE SIGNED 8-30-18	

1. SERVICES REQUIRED

The District of Columbia Government (District) Office of Contracting and Procurement (OCP), on behalf of the Office of the Chief Technology Officer (OCTO), Application Development and Operations, award Information Unlimited, Inc. (IUI), located at 500 Penn Street, NE, Washington, DC 20002, hereby referred to as the Contractor, a contract to assess the Department of Consumer and Regulatory Affairs (DCRA) current business processes and automated systems; and provide a high-level assessment and strategic plan for DCRA's Information Technology portfolio, which will improve business operations and enhance the customer experience.

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 July 30, 2018 through July 29, 2019.

4. OPTION TO EXTEND THE TERM OF THE CONTRACT

Not Applicable

5. CONTRACTING OFFICER (CO)

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

Chris Yi
Office of Contracting and Procurement
Servicing: Office of Chief Technology Officer
200 I Street, S.E.; 5th Floor
Washington, DC 20003
Telephone: (202) 724-5069
Email: chris.yi@dc.gov

5.1 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- 5.1.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 5.1.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- 5.1.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

6. CONTRACTS ADMINISTRATOR (CA)

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

Stephen N Miller
Application Development & Operations Program Manager
Office of the Chief Technology Officer (OCTO)
Government of the District of Columbia
Desk: 202-727-0550
Mobile: 202-280-9609
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

- 7.1** Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery order or task order by the Contracting Officer specified in Section 5 above. Such orders may be issued during the term of this contract.
- 7.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- 7.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

8. INVOICE PAYMENT

- 8.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- 8.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.
- 8.3** The District follows a specific policy for services related to software/hardware (SW/HW) maintenance/licenses and support services. These services must be provided and billed within the District's fiscal year (October 1 to September 30). Invoices should only cover one fiscal year and the District cannot be held liable for any such services not billed and paid with in the same fiscal year (October 1 to September 30). The District issues separate payment for each fiscal year for accounting and budgetary reasons.
- 8.4** By accepting this contract, for SW/HW maintenance/licenses and support services, you agree that a proper invoice constitutes a service period that covers ONLY October 1 through September 30.

9. INVOICE SUBMITTAL

- 9.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.
- 9.2** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section 10.
- 9.3** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

10. PAYMENT

10.1 PARTIAL PAYMENTS

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

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
 - "Payment will be made on completion and acceptance of each item for which the price is 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) General Services Administration (GSA) Contract No. GS-35F-363AA

**OFFICE OF THE CHIEF TECHNOLOGY OFFICER (OCTO)
IT PORTFOLIO ASSESSMENT AND STRATEGIC PLAN DEVELOPMENT
PROCUREMENT**

A.1 SCOPE

The Office of the Chief Technology Officer on behalf of the DC Department of Consumer & Regulatory Affairs (DCRA) seeks a contractor who will assess DCRA's current business processes and automated systems; and provide a high-level assessment and strategic plan for DCRA's Information Technology portfolio, which will improve business operations and enhance the customer experience. The Office of the Chief Technology Officer is made up of many departments to develop, implement, and maintain the District's IT and telecommunications infrastructure; develop and implement major citywide applications; establish and oversee IT enterprise architecture and website standards for the District; and advise District agencies on technology solutions to improve services to businesses, residents and visitors in all areas of District government. DCRA is responsible for regulating construction and business activity in the District of Columbia. The agency operates a consolidated permit intake and issuance center, a business licensing portal, as well as reviews construction documents to ensure compliance with building codes and zoning regulations.

In two phases the contractor will assess the current state of both DCRA's business processes and automated systems to determine where gaps exist; develop an IT strategic plan; and make recommendations that ultimately consider:

- a) The reduction of wait times.
- b) An increase in communication and transparency.
- c) An enhancement to the customer experience.
- d) An improvement to stakeholder engagement

A.2 APPLICABLE DOCUMENTS

DCRA will provide any supporting documentation that outlines the following, but not limited to:

- a) The current systems listed in Appendix A, to include latest version and modules.
- b) The current "as-is" business processes supported by the systems listed in Appendix A, including a dependency matrix.
- c) Any statutes and/or regulations which govern existing business processes or work flows.
- d) Fines and Fee schedules.
- e) DCRA FY 2018 Agency Performance Plan.

- f) A list of all databases and/or applications which integrate with the Accela system.
- g) Any other applicable documents, as required by the contractor.

A.3 DEFINITIONS

A.3.1 Accela (Land management system) DCRA's core system which manage internal processes for permits, licensing, inspections and enforcement activities for the District of Columbia.

A.3.2 Project Dox – DCRA's 3rd party application that integrates with Accela where the permit review process occurs. Applicants are invited to upload documents into Project Dox and the review process begins. DCRA reviewers and sister agencies coordinate activities with DCRA personnel and the public through this process.

A.3.3 FileNet – DCRA's electronic records management system. It houses the plans, applications and supporting documents from DCRA's permit enforcement and license activities.

A.3.4 Business Portal – DCRA's portal for business licensing, this system allows the public to apply, pay, renew, verify business licenses in order to do business in the District. The DC Business Center is an online and mobile portal that serves as a one-stop resource for finding information, completing regulatory transactions, and making payments online. Current and future business owners can use online wizards that provide step-by-step compliance guidance making it less burdensome to businesses. They can also apply for new and renew existing business licenses entirely online, eliminating the need for many in-person visits to DCRA.

A.3.5 CorpOnline – Third party contractor which process corporate filings, registrations, good standing, amendments, etc. for corporations doing business in the District and integrates with Accela. The online services available through CorpOnline are:

- a) Online formation of all domestic filing entities (limited liability companies, nonprofit and for-profit corporations, limited and limited liability partnerships, general and limited cooperative associations and business trusts);
- b) Online registration of all foreign filing entities;
- c) Online filing of required biennial reports for all domestic and foreign filing entities;
- d) Online domestic name reservations and foreign name registrations;
- e) Online trade name registrations for all filing entities and sole proprietors and other non-filing entities;
- f) Online good standing certificate and certified copy requests;
- g) Online reinstatement filings for domestic and foreign filing entities including back report filing;
- h) Online withdrawal application for all foreign entities;

- i) Online dissolution filings for domestic LLCs and nonprofit and for-profit corporations;
- j) Online amendment filings for domestic LLCs and nonprofit and for-profit corporations;
- k) Online amended registration filings for all foreign entities;
- l) Online search of all registered entities with expanded entity information including report history, trade name and governor information;
- m) Online tracking of submitted filings including filing rejection management and approved services tab for filing evidence.

A.3.6 Qmatic – Independent Third-party application that allow the public to schedule appointments online for permits, business licensing (which include vending, corporations, special events), records, and the surveyor's office. Online appointment scheduling is also offered through this application for other District agencies that provide services in DCRA's Permit Center, such as the Office of Planning (OP) - Historical Preservation, District Department of Transportation (DDOT), Department of Energy & Environment (DOEE), and DC Fire and EMS Department (DCFEMS).

A.3.7 IVR – is a third-party system that allow the public to schedule commercial inspections over the phone. This system integrates with Accela's calendar scheduling.

A.3.8 PIVs – Property Information Verification System – third party application resource where users may research regulatory and enforcement information on specific properties. This system integrates with Accela to provide transparency into the permit process.

A.3.9 Professional Licensing – Independent 3rd party application that processes and manages professional licenses in the District. PTI sends a nightly data feed which updates changes to feed into Accela for the integration with the permit process, which assist when business process permits.

A.3.10 SurDocs – is an online research tool that enables the public to search all digital land surveys.

A.3.11 DC Property Portal – is a one stop shop portal built with DC residents and businesses in mind. This one stop shop portal provides a range of tools to apply for building permits, request city services, report regulatory or property code violations, and research and analyze permit data. Selected datasets are available for download to develop custom reports and allow for transparency.

A.4 BACKGROUND

DCRA maintains a myriad of automated system in support of the services it provides to residents and business in the District of Columbia. These systems support business processes, which ultimately provide services in several areas, to include, but not limited to, permitting, licensing, inspections, enforcement, corporate filings and registrations, and records management. Recently, it was determined that a disconnect exists between three

(3) critical areas at DCRA – business processes, DCRA’s automated systems, and DCRA customers and Stakeholders.

A.5 REQUIREMENTS

A.5.1 Phase I

With the oversight of OCTO, the contractor shall work with DCRA staff, as well as, communicate with third party software contractor s as needed. The contractor shall utilize industry best practices to provide the following over the course of the project:

A.5.1.1 Key Performance Indicators (KPIs)

The contractor shall document DCRA’s current KPIs and propose 10 new value-added ones as they relate to this project.

A.5.1.2 Gap Analysis

The contractor shall provide a gap analysis, which details DCRA’s current business processes and determines whether they are being fully supported by automated systems listed in Appendix A. If processes are not supported, recommendations must be provided to remediate the issue.

A.5.1.3 Assessment

The contractor shall provide a comprehensive assessment, to include recommendations, which consider:

- a) Immediate changes to current business processes.
- b) Immediate changes to current automated systems.
- c) Recommendations to improve processes for continuous improvement; citing documented current state metrics.
- d) Recommendations for new automated systems’ configurations to support enhanced/new workflows and/or better customer and stakeholder engagement.
- e) Recommendation for data analytics to support proposed KPIs

A.5.2 Phase II

After developing on Phase I requirements the contractor shall document current state metrics and produce an IT Strategic plan and roadmap that will align with the KPI’s developed.

A.5.2.1 IT Strategic Plan – Considering DCRA customers and stakeholders, the GAP analysis, and the overall assessment, the contractor shall provide an IT strategic plan for DCRA’s technology portfolio. This IT “Roadmap” must provide the following:

- 1. A strategy statement, which lists key strategic priorities for the agency.
- 2. A timeline of the recommended initiatives and projects that should occur over the next 1 – 4 years, to include approximate start dates, end dates, durations, and estimated size and scope, as well as, high-level justifications for each project.

3. The estimated cost and duration for each project as stated above.
4. The proposed project sponsor within DCRA and/or District Government for each project as stated above.
5. A prioritized list of improvement opportunities, which considers both business process and the automated systems that support them.

A.5.3 DELIVERABLES

The contractor shall deliver the following work as part of this engagement:

ITEM NO.	DELIVERABLE	QTY.	FORMAT / METHOD OF DELIVERY	DUE DATE
1	Key Performance Indicators (KPIs) – the contractor will document DCRA’s current KPIs and propose 10 new KPIs as they relate to this project. The contractor will document current state metrics. Elements of the delivered strategic plan will align with these KPIs.	10	Electronic and hard copies	September 23, 2018
2	Gap Analysis – the contractor will provide a gap analysis, which details DCRA’s current business processes and determines whether they are being fully supported by automated systems listed in Appendix A. If processes are not supported, recommendations must be provided to remediate the issue.	10	Electronic and hard copies	September 15, 2018
3	Assessment – the contractor will provide a comprehensive assessment, to include recommendations, which consider: 1. Immediate changes to current business processes. 2. Immediate changes to current automated systems. 3. Recommendations to improve processes for continuous improvement; citing documented current state metrics. 4. Recommendations for new automated systems’ configurations to support enhanced/new workflows and/or better customer and stakeholder engagement. 5. Recommendations for data analytics to support proposed KPIs	10	Electronic and hard copies	August 23, 2018
4	IT Strategic Plan – Considering DCRA customers and stakeholders, the GAP analysis,	10	Electronic and hard copies	Dec 28, 2018

ITEM NO.	DELIVERABLE	QTY.	FORMAT / METHOD OF DELIVERY	DUE DATE
	<p>and the overall assessment, the contractor will provide an IT strategic plan for DCRA's technology portfolio. This IT "Roadmap" will provide the following:</p> <ol style="list-style-type: none"> 1. A strategy statement, which lists key strategic priorities for the agency. 2. A timeline of the recommended initiatives and projects that should occur over the next 1 – 4 years, to include approximate start dates, end dates, durations, and estimated size and scope, as well as, high-level justifications for each project. 3. The estimated cost and duration for each project as stated above. 4. The proposed project sponsor within DCRA and/or District Government for each project as stated above. 5. A prioritized list of improvement opportunities, which considers both business process and the automated systems that support them. 			

SECTION 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), Application Development and Operations, award Information Unlimited, Inc. (IUI), located at 500 Penn Street, NE, Washington, DC 20002, hereby referred to as the Contractor, a contract to assess the Department of Consumer and Regulatory Affairs (DCRA) current business processes and automated systems; and provide a high-level assessment and strategic plan for DCRA's Information Technology portfolio, which will improve business operations and enhance the customer experience.

B.2 The District award of a fixed-price contract type 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

Item No.	Description	Qty.	Unit Price	Extended Price
0001	Initial Findings	1	\$108,000.00	\$108,000.00
0002	Assessment	1	\$50,000.00	\$50,000.00
0003	Gap Analysis	1	\$46,000.00	\$46,000.00
0004	Key Performance indicators (KPIs)	1	\$46,000.00	\$46,000.00
0005	IT Strategic Plan & Roadmap (Initial)	1	\$50,000.00	\$50,000.00
0006	IT Strategic Plan & Roadmap (Interim)	1	\$50,000.00	\$50,000.00
0007	IT Strategic Plan & Roadmap (Final)	1	\$50,000.00	\$50,000.00
Grand Total for B.4				\$400,000.00

ATTACHMENT C - INSURANCE

INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

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

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury,

including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

The vendor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

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. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$10,000 per occurrence.
5. 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.

6. 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.
7. 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) \$1,000,000 per occurrence and \$1,000,000 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
Attn: Chris Yi, Contracting Officer
Office of Contracting and Procurement
Servicing: 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.