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1. SERVICES REQUIRED

The Government of the District of Columbia, through the Office of Contracting and Procurement (OCP), on behalf of the Chief Technology Officer (OCTO), DC-NET seeks a contractor to provide Cisco routers, switches, IP telephones, and WAP's to support the network upgrades taking place within several District of Columbia Public School (DCPS) this summer.

2. The District contemplates award of a firm fixed price contract.

3. PRICE SCHEDULE Base Period- Date of award through September 30, 2018

Contract Line Item Number (CLIN)	Part Number	Item Description	Qty.	Unit Price	Total Price
0001	AIR-CT5520-K9	Cisco 5520 Wireless Controller w/rack	4	\$7,500.00	\$30,000.00
0002	CON-SNT- AIRT5520	SNTC-8X5XNBD Cisco 5520 Wireless Controller	4	\$1,430.00	\$5,720.00
0003	CAB-9K12A-NA	Cisco Power Cord 125VAC 13A NEMA 5-15 plug North America	8	\$0.00	\$0.00
0004	LIC-CT5520-DTLS- K9	Cisco 5520 Wireless Controller DTLS License	. 4	\$0.00	\$0.00
0005	AIR-CT5520-SW- 8,2	Cisco 5520 Wireless Controller SW Rel. 8.2	4	\$0.00	\$0.00
0006	AIR-BZL-C220M4	Cisco 5520 Wireless Controller Security Bezel	4	\$0.00	\$0.00
0007	AIR-MR-1X081RV- A	Cisco 8GB DDR4-2400-MHz RCIMM/PC4-19200/single rank/x4/1.2v	16	\$0.00	\$0.00
8000	AIR-SD-32G-S	Cisco 32GB SD Card for UCS servers	4	\$0.00	\$0.00
0009	AIR-TPM2-001	Cisco Trusted Platform Module 1.2 for UCS (SPI-based)	4	\$0.00	\$0.00
0010	AIR-PSU1-770W	Cisco 770W AC Hot-Plug Power Supply for 5520 Controller	4	\$0.00	\$0.00
0011	AIR-CPU-E52609D	Cisco 1.90 GH E5-2609 v3/85W 6C/15MB Cache/DDR4 1600MHz	4	\$0.00	\$0,00
0012	AIR-CT6870-NIC- K9	Cisco PCIe Network Interface 20G	4	\$0.00	\$0.00
0013	AIR-SD240GBKS4- EV	Cisco 240GB 2.5 inch Enterprise Value 6G SATA SSD	4	\$0.00	\$0.00
0014	AIR-PSU1-770W	Cisco 770W AC Hot-Plug Power Supply for 5520 Controller	4	\$262.13	\$1,048.52
0015	LIC-CT5520-UPG	Cisco Top Level SKU for 5520 AP Adder Licenses	4	\$0.00	\$0.00
0016	CON-ECMU- LICGT552	Cisco SWSS UPGRADES Top Level SKU for 5520 AP Adder Licenses	4	\$0.00	\$0.00
0017	LIC-CT5520-1A	Cisco 5520 Wireless Controller 1 AP Adder License	400	\$75.00	\$30,000.00

Contract Line Item Number (CLIN)	Part Number	Item Description	Qty,	Unit Price	Total Price
0018	CON-ECMU- LICT5520	Cisco SWSS UPGRADES Cisco 5520 Wireless Controller I AP Ad	400	\$14.30	\$5,720.00
0019	LIC-CT5520-DTLS- K9	Cisco 5520 Wireless Controller DTLS License	400	\$0.00	\$0.00
0020	AIR-CT8540-K9	Cisco 8540 Wireless Controller with rack mount kit	5	\$15,000.00	\$75,000.00
0021	CON-SSSNT- AIRCT85R	SOLN SUPP 8X5XNBD Cisco 8540 Wireless Controller with rack m	5	\$3,564,00	\$17,820.00
0022	CAB-9K12A-NA	Cisco Power Cord 125VAC 13A NEMA 5-15 plug North America	10	\$0.00	\$0.00
0023	LIC-CT8540-DTLS- K9	Cisco 8540 Wireless Controller DTLS License	5	\$0.00	\$0.00
0024	AIR-CT8540-SW- 8.2	Cisco 8540 Wireless Controller SW Rel. 8,2	5.	\$0.00	\$0.00
0025	AIR-PSU2V2- 1200W	Cisco 1200W V2 AC Power Supply for 8540 Controller	10	\$0.00	\$0.00
0026	AIR-CPU-E52680D	Cisco 2.50 GHz E5-2680 v3/129W 12C/30MB Cache/DDR4 2133MHz	5	\$0.00	\$0.00
0027	AIR-MR-1X161RV- A	Cisco 16GB DDR4-2400-MHz RDIMM	20	\$0.00	\$0,00
0028	AIR-MRAID12G	Cisco 12G SAS Modular RAID Controller	.5	\$0.00	\$0.00
0029	AIR-SD-32G-S	Cisco 32GB SD Card for UCS servers	5	\$0.00	\$0.00
0030	AIR-TPM2-001	Cisco Trusted Platform Module 1.2 for UCS (SPI-based)	5	\$0.00	\$0.00
0031	AIR-MRAID12G- IGB	Cisco 12Gbps SAS 1GB FBWC Cache module (Raid 0/1/5/6)	5	\$0.00	\$0.00
0032	AIR-PCI-1A-240M4	Cisco Right PCLe Riser Board (Riser 1) (x8 + GPU) for C240 M4	5	\$0.00	\$0.00
0033	AIR-SD240GBKS4- EV	Cisco 240GB 2.5 inch Enterprise Value 6G SATA SSD	10	\$0.00	\$0.00
0034	AIR-BZL-C240M4	Cisco 8540 Wireless Controller Security Bezel	5	\$0.00	\$0.00
0035	AIR-CT6880-NIC- K9	Cisco PCIe Network Interface 40G	5	\$0.00	\$0.00
0036	LIC-CT8540-UPG	Cisco Top Level SKU for 8540 AP Adder Licenses	5	\$0.00	\$000
0037	CON-0ECMU- LICCT854	Cisco SWSS UPGRADES Top Level SKU for 85	5	\$0.00	\$0.00
0038	LIC-CT8540-1A	Cisco 8540 Wirefess Controller 1 AP Adder License	1000	\$75.00	\$75,000.00
0039	CON-ECMU- LICCT85C	Cisco SWSS UPGRADES Cisco 8540 Wireless	1000	\$14.30	\$14,300.00
0040	LIC-CT8540-DTLS- K9	Cisco 8540 Wireless Controller DTLS License	1000	\$0.00	\$0.00
0041	SFP-10G-SR=	Cisco 10GBASE-SR SFP Module	18	\$373.13	\$6,716.34
0042	AIR-AP1572EAC- B-K9	Cisco 802.1 fac Outdoor AP, External- Ant, AC-power, Reg. Domain-B	100	\$1,685.63	\$168,563.00
0043	S157K9W7-	Cisco 1570 Series IOS WIRELESS	100	\$0.00	\$0.00

Contract Line Item Number (CLIN)	Part Number	Item Description	Qty.	Unit Price	Total Price
	15303JC	LAN	Ι		
0044	AIR- ACCPMK1570-2	Cisco 1570 Series Pole-Mount Kit (Type-2)	100	\$0.00	.\$0.00
0045	SW1570-UM01A01- K9	SW Cisco AP1570; Unified Mesh(8.0.TBD)	100	\$164.63	\$65,852.00
0046	AIR-ANT2568VG- N	Cisco 2.4 GHz 6dBi/5 GHz 8dBi Dual Band Omni Ant. Gray, N conn.	400	\$123.38	\$12,338.00
0047	AIR-ANT-GPS-1	Cisco GPS Antenna for AP1570	100	\$123.38	\$12,338.00
0048	AIR-PWR-ST-LT- R3P=	Cisco 1520 Series Street Light Power Tap, 4 ft.	100	\$138,38	\$13,838.00
0049	GLC-LX-SM-RGD=	Cisco 1000Mbps Single Mode Rugged SFP	100	\$410.63	\$41,063.00
0050	AIR-CORD-R3P- 40NA=	Cisco AC Pwr Cord, 40ft (12m); NA plug	100	\$123.38	\$12,338.00
0051	AIR-ACC15-AC- PLGS-	Cisco Outdoor-AP, AC-Power Connector Kit (bag of 5)	25	\$187.13	\$4,678.25
0052	AIR-ACC15-AC- CAP≒	Cisco Outdoor-AP, Cover Cap for AC- Power Connector (bag of 10)	10	\$93.38	\$933.80
0053	AIR-AP1562E-B-K9	Cisco 802.11ac W2 Low Profile Outdoor AP, External Ant, B Reg Dom.	150	\$691.88	\$103,782.00
0054	SWAP1560-MESH- K9	Cisco 1560 Series Unified Mesh Mode Software	150	\$0.00	\$0.00
0055	AIR-ACC1560- PMK1=	Cisco 1530/1560 Series Pole/Wall Mount Kit w/Power Adapter Mount	150	\$52.13	\$7,819,50
0056	AIR-ANT2568VG- N	Cisco 2.4 GHz 6dBi/5 GHz 8dBi Dual Band Omni Ant. Gray, N conn.	300	\$164.63	\$49,389.00
0057	AIR-PWRADPT- RGD1=	Cisco Power Adapter for AP1530/1560 Series, no AC connector	150	\$104.63	\$15,694.50
0058	AIR-ANT-GPS-I	Cisco GPS Antenna for AP1570	150	\$123.38	\$18,507.00
0059	AIR-PWRINJ6=	Cisco Indoor 802.3at Power Injector	150	\$55.88	\$8,382.00
Grand Tot			1 100	444,00	\$796,840.91

4. TERM OF CONTRACT

The term of the contract shall be for the date of award through September 30, 2018.

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
200 I Street, SE Fifth Floor

Washington, DC 20003 Telephone: 202-727-0252 E-mail: chris.via.dc.gov

6. AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- 6.1.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 6.1.2 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.
- 6.1.3 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.

7. CONTRACTS ADMINISTRATOR (CA)

7.1 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:

David Clow DC-NET Office of the Chief Technology Officer 655 15th Street, NW Washington, DC 20005

- 7.2 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.
- 7.3 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.

8. ORDERING

Products and services to be furnished under this contract will be ordered by the Contracts Administrator specified in Section 6 above. Such products and services may be provided for one year from the date of award.

9. COMPENSATION AND PAYMENT

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.

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

10. INVOICE SUBMITTAL

a) The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in duplicate and submitted to the Office of the Chief Technology Officer (OCTO) 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:

DC Office of the OCTO (Accts Payable) 200 I St. SE Washington, DC 20003 Phone: (202) 727-2277

- b) To constitute a proper invoice, the Contractor shall submit the following information:
 - 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:
 - Other supporting documentation or information, as required by the Contracting Officer;
 - 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.
- c) The Contractor shall submit payment requests in electronic format through the DC Vendor Portal www.vendorportal.dc.gov by selecting the applicable purchase order number which is listed on the Contractor's profile.
- d) To constitute a proper invoice, the Contractor shall attach to all payment requests the invoice and all supporting documentation or information.

11. INCORPORATED DOCUMENTS

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) Task Order CW62667-Cisco Wireless Equipment
- (2) Statement of Work (Attachment A)
- (3) Contract CW30750-WSCA-NASPO Master Agreement No. AR233
- (4) Insurance (Attachment B)

ATTACHMENT A SOW

A.I Scope

The Government of the District of Columbia, through the Office of Contracting and Procurement (OCP), on behalf of the Chief Technology Officer (OCTO), seeks a contractor to provide Cisco wireless controllers to upgrade the current District wireless infrastructure and Wireless Access Points (WAPs) to replace the end of life units and expand coverage within the District.

A.I.I Applicable Documents

N/A

A.1.2 Definitions

N/A

A.2 Background

DC-Net is the provider of voice and data services for the District of Columbia and operates and maintains the wireless IP network throughout the district. This wireless network provides secure communication for District Agencies and internet connectivity for the District's constituents. The current infrastructure was last upgraded in 2012 and with the traffic demand increasing and technology changing, it is necessary to upgrade to provide reliable, and sustainable, quality service for the District. The Ruckus platform that was deployed at that time is no longer supported and does not provide as extensive coverage as newer equipment. Additional WAPs are needed to meet the expanding wireless service demands of the District.

A.3 Requirements

item Number	Qty	Part Number	Description
1	4	AIR-CT5520-K9	Cisco 5520 Wireless Controller w/rack mount kit
2	4	CON-SNT-AIRT5520	SNTC-8X5XNBD Cisco 5520 Wireless Controller
3	8	CAB-9K12A-NA	Cisco Power Cord 125VAC 13A NEMA 5-15 plug North America
4 -	4	LIC-CT5520-DTL5-K9	Cisco 5520 Wireless Controller DTLS License
5	4	AIR-CT5520-5W-8.2	Cisco 5520 Wireless Controller SW Rel. 8.2
6	4	AIR-BZL-C220M4	Cisco 5520 Wireless Controller Security Bezel
7	16	AIR-MR-1X081RV-A	Cisco 8G8 DOR4-2400-MHz RCIMM/PC4-19200/single rank/x4/1.2v
8.	4	AIR-SD-32G-S	Cisco 32GB SD Card for UCS servers
9	4	AIR-TPMZ-001	Cisco Trusted Platform Module 1.2 for UCS (SPI-based)
10	4	AIR-PSU1-770W	Cisco 770W AC Hot-Plug Power Supply for 5520 Controller
11	4	AIR-CPU-E52609D	Cisco 1.90 GH E5-2609 v3/85W 6C/15MB Cache/DDR4 1600MHz
12	.4	AIR-CT6870-NIC-K9	Cisco PCIe Network Interface 20G
13	4	AIR-SD240GBKS4-EV	Cisco 240GB 2.5 inch Enterprise Value 6G SATA SSD
14	4	AIR-PSU1-770W	Cisco 770W AC Hot-Plug Power Supply for 5520 Controller
15	4	LIC-CT5520-UPG	Cisco Top Level SKU for 5520 AP Adder Licenses

Item Number	Qty	Part Number	Description
16	4	CON-ECMU-LICGT552	Cisco SWSS UPGRADES Top Level SKU for 5520 AP Adder Licenses
17	400	LIC-CT5520-1A	Cisco 5520 Wireless Controller 1 AP Adder License
18	400	CON-ECMU-LICT5520	Cisco SW5S UPGRADES Cisco 5520 Wireless Controller 1 AP Ad
19	400	LIC-CTSS20-DTLS-K9	Cisco 5520 Wireless Controller DTLS License
20	5	AIR-CT8540-K9	Cisco 8540 Wireless Controller with rack mount kit
21	5.	CON-SSSNT-AIRCT85R	SOLN SUPP 8X5XNBD Cisco 8540 Wireless Controller with rack m
22	10	CAB-9K12A-NA	Cisco Power Cord 125VAC 13A NEMA 5-15 plug North America
23	5:	LIC-CT8540-DTLS-K9	Cisco 8540 Wireless Controller DTLS License
24	5	AIR-CT8540-5W-8.2	Cisco 8540 Wireless Controller SW Rel. 8:2
25	10	AIR-PSU2V2-1200W	Cisco 1200W VZ AC Power Supply for 8540 Controller
26	5	AIR-CPU-E52680D	Cisco 2.50 GHz E5-2680 v3/129W 12C/30MB Cache/DDR4 2133MHz
27	20	AIR-MR-1X161RV-A	Cisco 16GB DDR4-2400-MHz RDIMM
28	5	AIR-MRAID12G	Cisco 12G SAS Modular RAID Controller
29	5	AIR-SD-32G-S	Cisco 32GB SD Card for UCS servers
30	5	AIR-TPM2-001	Cisco Trusted Platform Module 1.2 for UCS (SPI-based)
31	5	AIR-MRAID12G-1GB	Cisco 12Gbps SAS 1GB FBWC Cache module (Raid 0/1/5/6)
32	5	AIR-PCI-1A-240M4	Cisco Right PCLe Riser Board (Riser 1) (x8 + GPU) for C240 M4
33	10	AIR-SD240GBKS4-EV	Cisco 240GB 2.5 inch Enterprise Value 6G SATA SSD
34	5	AIR-BZL-C240M4	Cisco 8540 Wireless Controller Security Bezel
35	5	AIR-CT6880-NIC-K9	Cisco PCIe Network Interface 40G
36	5	LIC-CT8540-UPG	Cisco Top Level SKU for 8540 AP Adder Licenses
37	5	CON-DECMU-LICCT854	Cisco SWSS UPGRADES Top Level SKU for 85
38	1000	LIC-CT8540-1A	Cisco 8540 Wireless Controller 1 AP Adder License
39	1000	CON-ECMU-LICCT85C	Cisco SWSS UPGRADES Cisco 8540 Wireless
40	1000	LIC-CT8540-DTL5-K9	Cisco 8540 Wireless Controller DTL5 License
41	18	SFP-10G-SR=	Cisco 10GBASE-SR SFP Module
42	100	AIR-AP1572EAC-B-K9	Cisco 802.11ac Outdoor AP, External-Ant, AC-power, Reg. Domain-B
43.	100	S157K9W7-15303JC	Cisco 1570 Series IOS WIRELESS LAN
44	100	AIR-ACCPMK1570-2	Cisco 1570 Series Pole-Mount Kit (Type-2)
45	100	SW1570-UM01A01-K9	SW Cisco AP1570; Unified Mesh(8.0.TBD)
45	400	AIR-ANT2568VG-N	Cisco 2.4 GHz 6dBi/5 GHz 8dBi Dual Band Omni Ant. Gray, N conn.
47	100	AIR-ANT-GPS-1	Cisco GPS Antenna for AP1570
48	100	AIR-PWR-ST-LT-R3P=	Cisco 1520 Series Street Light Power Tap, 4 ft.
49	100	GLC-LX-SM-RGD=	Cisco 1000Mbps Single Mode Rugged SFP
50	100	AIR-CORD-R3P-40NA=	Cisco AC Pwr Cord, 40ft (12m); NA plug
51	25	AIR-ACC15-AC-PLGS=	Cisco Outdoor-AP, AC-Power Connector Kit (bag of 5)
52	10	AIR-ACC15-AC-CAP=	Cisco Outdoor-AP, Cover Cap for AC-Power Connector (bag of 10)
53	150	AIR-AP1562E-B-K9	Cisco 802.11ac W2 Low Profile Outdoor AP, External Ant, B Reg Dom.
54	150	SWAP1560-MESH-K9	Cisco 1560 Series Unified Mesh Mode Software
55	150	AIR-ACC1560-PMK1=	Cisco 1530/1560 Series Pole/Wall Mount Kit w/Power Adapter Mount
56	300	AIR-ANT2568VG-N	Cisco 2.4 GHz 6dBi/5 GHz 8dBi Dual Band Omni Ant. Gray, N conn.
57	150	AIR-PWRADPT-RGD1=	Cisco Power Adapter for AP1530/1560 Series, no AC connector
58	150	AIR-ANT-GP5-1	Cisco GPS Antenna for AP1570
59	150	AIR-PWRINJ6=	Cisco Indoor 802.3at Power Injector

- A.3.1 The Contractor shall provide the most current models, components, and accessories in new, fully operational, factory sealed condition.
- A.3.2 The Contractor shall warrant and represent that the equipment is eligible for the manufacturer's normal [and extended] warranty and support with the United States to Authorized Users.
- A.3.3 The Contractor shall be an authorized reseller of the products specified under the CISCO WSCA-NASPO contract.
- A.3.4 The Contractor shall not accept previously owned, damaged, refurbished, remanufactured, counterfeit, "gray market" or substitute third party items.
- A.3.5. The Contractor shall provide evidence of its authorized reseller agreement or certification with its offer.

A.4 Deliverables

A.4.1 The Contractor shall deliver all items listed under "Attachment B" (Price Schedule) no later than 30 days from the date of the contract award.

ATTACHMENT B: 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.

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 nonowned 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.
- 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).

- 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.