

GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER RQ992903		PAGE 1 of 13	
2. TASK ORDER AGREEMENT NO. CW64107		3. Award/Effective Date See 30C below		4. CONTRACT NUMBER CW41598		5. SOLICITATION NUMBER Doc398093	
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 ISSUED 9/5/2018	
9. ISSUED BY Office of Contracting and Procurement Servicing: Office of the Chief Technology Officer 441 4 TH Street, NW 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"/> DCSS: CW41598, IT Equipment & Software 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 Document Systems, Inc. 333 Hawaii Avenue, NE; Suite 200 Washington, DC 20011 POC: Joel Limerick, President/CEO (o) 202-719-9250 (e) jlimerick@docsysinc.com		16. PAYMENT WILL BE MADE BY Department of Consumer and Regulatory Affairs Attn: Accounts Payable 1100 4 th Street, SW; suite E450 Washington, DC 20024		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			
15A DUNS NO. 15B TAX ID NO. 17. DELIVER TO Department of Consumer and Regulatory Affairs Attn: Yvette Gayles, Deputy CIO 1100 4 th Street, SW Washington, DC 20024 (o) 202-442-8163 (e) yvette.gayles@dc.gov		18. ADMINISTERED BY Department of Consumer and Regulatory Affairs Attn: Yvette Gayles, Deputy CIO 1100 4 th Street, SW Washington, DC 20024 (o) 202-442-8163 (e) yvette.gayles@dc.gov					
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE SECTION 9			
19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES			21 QUANTITY	22 Unit	23 UNIT PRICE	24 AMOUNT
1	Population of the CGOV housed data into FileNet System. Over 3 Million records			1	Each	\$12,000.00	\$12,000.00
2	Migrating manually uploaded documents from CGov app server			1	Each	\$36,000.00	\$36,000.00
3	Data Cleanup – To Include KTM configuration and classification of 9000 documents			1	Each	\$175,000.00	\$175,000.00
4	Reclassification of documents into standardized classification system			1	Each	\$0.00	\$0.00
5	Separating Corporations documents into their own Object Store			1	Each	\$60,000.00	\$60,000.00
6	Corporation documents available online with Simplified Viewer to Bypass Navigator			1	Each	\$48,000.00	\$48,000.00
7	Records Manager for application of records retention schedules			1	Each	\$24,000.00	\$24,000.00
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.				26. TOTAL AWARD (FOR GOVT. USE ONLY) \$355,000.00			
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 DC SUPPLY SCHEDULE CONTRACT NO. CW41598 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) Joel Limerick, CEO		29C. DATE SIGNED 9/17/2018		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Chris Yi Contracting Officer		30C. DATE SIGNED 9-20-18	

1. SERVICES REQUIRED

The District of Columbia Government (District) Office of Contracting and Procurement (OCP), on behalf of the Department of Consumer and Regulatory Affairs (DCRA), award Document Systems, Inc., located at 333 Hawaii Avenue, NE, Suite 200, Washington, DC 20011, hereby referred to as the Contractor, a contract to populate documents into the DCRA Filenet Repository, correct existing Filenet documents with incomplete metadata, and correctly re-classify documents with the same entity or address to facilitate the requirement of only one search to access the documents.

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 one year from the date of award specified on the cover page of this contract.

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
Contracting Officer
Office of Contracting and Procurement
200 I Street, SE
Washington, DC 20003
Office: 202-724-5069
E-mail: 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:

Yvette Gayles, *Deputy CIO*
Department of Consumer and Regulatory Affairs
yvette.gayles@dc.gov
1100 4th St SW, DC 20024
main: 202.442.4400
desk: 202.442.8163
dcra.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 Payment

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 Attachment 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 Contract No. CW41598
- (6) Document Systems, Inc.'s Bid to Solicitation No. Doc398093

ATTACHMENT A: SPECIFICATIONS/WORK STATEMENT

A.1 SCOPE

The District of Columbia Government (District) Office of Contracting and Procurement (OCP), on behalf of the Department of Consumer and Regulatory Affairs (DCRA), seek a vendor to populate documents into the DCRA FileNet Repository, correct existing FileNet documents with incomplete metadata, and correctly re-classify documents with the same entity or address to facilitate the requirement of only one search to access the documents.

A.2 APPLICABLE DOCUMENTS

Not Applicable

A.3 DEFINITIONS

Not Applicable

A.4 BACKGROUND

The Department of Consumer and Regulatory Affairs (DCRA) is the District of Columbia's Regulatory agency. DCRA's mission is to protect the health, safety, economic interests, and quality of life of residents, businesses, and visitors in the District of Columbia by issuing licenses and permits, conducting inspections, enforcing building, housing, and safety codes, regulating land use and development, and providing consumer education and advocacy services.

FileNet is DCRA's document imaging repository that stores more than five (5) million documents. DCRA has been mandated to provide these documents to the public for viewing access. DCRA has used FileNet as their base repository for storing department wide documents/building plans since the late 1990's.

A.5 REQUIREMENTS

A.5.1. The Contractor shall perform the following tasks for FileNet and Kofax/KTM Support:

Item No.	Tasks
1	Population of the CGOV housed data into FileNet System. Over 3 Million records (A.5.2)
2	Migrating manually uploaded documents from CGov app server (A.5.3)
3	Data Cleanup – To Include KTM configuration and classification of 9000 documents (A.5.4)
4	Reclassification of documents into standardized classification system (A.5.5)
5	Separating Corporations documents into their own Object Store (A.5.6)
6	Corporation documents available online with Simplified Viewer to Bypass Navigator (A.5.7)
7	Records Manager for application of records retention schedules (A.5.8)

A.5.2 Population of the CGOV housed data into FileNet System. Over 3 Million records

A.5.2.1 The Contractor shall utilize the database provided by the CGOV for every CGOV Document in FileNet to create new properties in the FileNet System, and populate those properties with the data values that are currently only maintained in the CGOV Database. The Contractor shall use the data housed in the repository of Record - FileNet. DCRA will own and be able to access all of this data in their internal FileNet Repository instead of being completely reliant on the Alabama based company for access to this data.

A.5.2.2 The Contractor shall audit and compare Database of Documents that are stored in CGOV System to the actual Files of Record in the FileNet Database. The Contractor shall file every document in the FileNet System according to the CGOV System. The Contractor shall file discrepancies by manually uploading documents found by mass SQL data comparison.

A.5.3 Migrating manually uploaded documents from CGov app server

A.5.3.1 The Contractor shall retrieved from the CGOV system the supporting documents for corporation filings that were not previously uploaded to the CGOV system, and saved in the FileNet System.

A.5.4 Data Cleanup

A.5.4.1 The Contractor shall format incorrect data results by fixing the following:

- a. Missing File Numbers;
- b. Records with incorrect or missing dates;
- c. Records with incorrectly spelled street names;
- d. Records with Incomplete or incorrectly spelled Corporate names;
- e. Missing Trade Names that can be obtained from other document file stores; and
- f. Combination of Trade Names and Partnership document types.

A.5.4.2 The Contractor shall use SQL Queries on the existing Data base properties in the FileNet System, to isolate and fix inconsistencies in the data that complicate the searching process by end users for individual documents. The Contractor shall improve database queries and procedures to find and fix data inconsistencies. Items such as inconsistently formatted addresses, improper dates, improperly spelled or formatted entity names and other items of data.

A.5.4.3 The Contractor shall manually add data to documents that are missing data in required metadata fields (approximately 9,000 documents).

A.5.5 Reclassification of documents into standardized classification system

A.5.5.1 The Contractor shall analyze the classification systems currently in place, and use the FileNet API to reorganize the way documents are classified into a comprehensive and consistent system that will allow for vastly simplified search and retrieval algorithms.

A.5.5.2 The Contractor shall complete the reclassification objective to enable new users to get accurate search results without having to rely on DCRA staff to locate sets of documents. The Contractor shall make the document searches available to the on-line community.

A.5.6 Separating Corporations documents into their own Single Object Store

A.5.6.1 The Contractor shall separate Corporations documents into a separate Object Store for Corporations documents. The Contractor shall isolate the Corporations from other lines of business in the DCRA FileNet System. The Contractor shall enable searches to cross different object stores. The Contractor shall store all Corporations documents in their own unique and isolated Database and File Store locations.

A.5.7 Corporation documents available online

A.5.7.1 The Contractor shall populate missing data and images into FileNet, once the data is cleansed and the classification structure is normalized. The Contractor shall grant access to these documents to public users.

A.5.8 Records Manager for application of records retention schedules

A.5.8.1 The Contractor shall implement the Records Manger component of the FileNet System to designate records based on DC Published records retention schedules. Records Manger shall be implemented after the object store is stabilized and all images and supporting data is migrated and populated and the access to the documents is dependable.

A.5.8.2 The Contractor shall designate and protect in perpetuity, permanent records (i.e. Articles on Incorporation, Statements, and Bi-annual Reports).

A.5.8.3 The Contractor shall provide the Contract Administrator temporary records termination dates after which the record will be no longer available for dissemination to the public (i.e. Certificates of Good Standing, and Top Sheets).

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

B.1 The District of Columbia Government (District) Office of Contracting and Procurement (OCP), on behalf of the Department of Consumer and Regulatory Affairs (DCRA), award Document Systems, Inc., located at 333 Hawaii Avenue, NE, Suite 200, Washington, DC 20011, hereby referred to as the Contractor, a contract to populate documents into the DCRA Filenet Repository, correct existing Filenet documents with incomplete metadata, and correctly re-classify documents with the same entity or address to facilitate the requirement of only one search to access the documents.

B.2 The District awards of a Firm 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

B.4.1 BASE YEAR

One Year from Date of Award

Item No.	Item Description	Qty.	Item Price
0001	Population of the CGOV housed data into FileNet System. Over 3 Million records (A.5.2)	1	\$12,000.00
0002	Migrating manually uploaded documents from CGov app server (A.5.3)	1	\$36,000.00
0003	Data Cleanup -- To Include KTM configuration and classification of 9000 documents (A.5.4)	1	\$175,000.00
0004	Reclassification of documents into standardized classification system (A.5.5)	1	\$0.00
0005	Separating Corporations documents into their own Object Store (A.5.6)	1	\$60,000.00
0006	Corporation documents available online with Simplified Viewer to Bypass Navigator (A.5.7)	1	\$48,000.00
0007	Records Manager for application of records retention schedules (A.5.8)	1	\$24,000.00
Grand Total for B.4.1 (Base Year)			\$355,000.00

ATTACHMENT C: INSURANCE

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

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

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

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

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or

destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

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. 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
And mailed to the attention of:
Chris Yi
Contracting Officer
Office of Contracting and Procurement
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.