


GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER		PAGE 1 of 5		
2. TASK ORDER AGREEMENT NO. CW85691		3. Award/Effective Date See Block 30c.		4. CONTRACT NUMBER GS-35F-253CA		5. SOLICITATION NUMBER Doc525470		
7. FOR SOLICITATION INFORMATION CONTACT Email: Mustafa.kakar1@dc.gov		A. NAME Mustafa Kakar		B. TELEPHONE (No Collect Calls) 202-724-2017		6. SOLICITATION ISSUE DATE 8/28/2020 8. OFFER DUE DATE: 9/8/2020		
9. ISSUED BY Office of Contracting and Procurement Information Technology Group 441 4TH Street, N.W., Suite 330 South Washington, D.C. 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"/> DCSS <input checked="" type="checkbox"/> GSA SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> N/A <input type="checkbox"/> 13. RESERVED 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFTOP <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> 2-STEP		12. PAYMENT DISCOUNT TERMS Net 30 days	
5. CONTRACTOR / OFFEROR Environmental Systems Research Institute 380 New York Street One Microsoft Way Redlands, CA 92373			16. PAYMENT WILL BE MADE BY CODE Office of the Chief Technology Officer/ Accounts Payable 200 I Street, S.E., Washington, D.C. 20003					
15A DUNS NO. 15B TAX ID NO.								
17. DELIVER TO Office of the Chief Technology Officer 200 I Street, S.E., 5th Floor Washington, D.C. 20003			18. ADMINISTERED BY Office of the Chief Technology Officer 200 I Street, S.E., 5th Floor Washington, D.C. 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		Annual ESRI Enterprise License (CLIN0001) (See Price Schedule Attachment B for detail)		1		Lot		
						\$490,000.00		
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.				26. TOAL AWARD (FOR GOVT. USE ONLY) Estimated Total \$530,000.00				
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 DC SUPPLY SCHEDULE CONTRACT, FEDERAL SUPPLY SCHEDULE CONTRACT OR COOPERATIVE ARGEEMENT IDENTIFIED IN BLOCK 4.				28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: (1) CONTRACTOR'S Technical proposal THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE DC SUPPLY SCHEDULE CONTRACT, FEDERAL SUPPLY SCHEDULE CONTRACT OR COOPERATIVE ARGEEMENT IDENTIFIED IN BLOCK 4.				
29A. SIGNATURE OF OFFEROR / CONTRACTOR  Environmental Systems Research Institute, Inc.				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER)				
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Chris Johnson Manager, Commercial and Government Contracts		29C. DATE SIGNED 25 September 2020		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Contracting Officer		30C. DATE SIGNED		

1. SERVICES REQUIRED

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Office of the Chief Technology Officer (OCTO), is engaging with ESRI to provide an enterprise license maintenance and support of Geographic Information Systems (GIS) software for the District's Geographic Information System (DC GIS) program. The contract will also include an option to add ArcGIS HUB Subscription license. ArcGIS Hub subscription to be used at the discretion of the agency. This subscription is for collaboration between government, businesses, citizens and their communities to assist with data-driven initiatives.

2. Contract Number

GS-35F-253CA

3. Task Order Number

CW85691

4. Term of Contract

The term of the contract shall be from the date of award for one year.

5. Option to Extend the Term of Contract

The District may extend the term of this contract for a period of (2) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

5.1 If the District exercises this option, the extended contract shall be considered to include this option provision.

5.2 The price for the option period(s) shall be as specified in the Section B of the contract. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

5.3 The District may add option year 3 and option year 4 by modifying the contract and change the total duration of the contract to 5 years including all option years.

6. PAYMENT

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

7. INVOICE SUBMITTAL

- a) 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.
- b) To constitute a proper invoice, the Contractor shall attach to all payment requests the invoice and all supporting documentation or information.
- c) The Contractor shall submit proper invoices monthly or as otherwise specified in Section 7.

8. 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
200 I Street, SE Fifth Floor
Washington, DC 20003
Telephone: 202-724.5069
E-mail: chris.yi@dc.gov

9. AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- 9.1.** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 9.2** 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.
- 9.3** 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.

10. Contract Administrator (CA)

The CA is responsible for general administration of the contract and advising the CO as 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:

- 10.1** 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;
- 10.2** Coordinating site entry for Contractor personnel, if applicable;
- 10.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- 10.4** 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
- 10.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- 10.6** The address and telephone number of the CA is:
 - Matthew Crossett
 - GIS, Program Manager
 - Office of The Chief Technology Officer
 - 2001 Street, SE, Washington DC
 - Matthew.crossett@dc.gov
- 10.7** The CA shall NOT have the authority to:
 - a) Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
 - b) Grant deviations from or waive any of the terms and conditions of the contract;
 - c) Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 - d) Authorize the expenditure of funds by the Contractor;
 - e) Change the period of performance; or
 - f) Authorize the use of District property, except as specified under the contract.
- 10.8** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer.

11. ORDERING CLAUSE

- 11.1** Any services to be furnished under this contract must be ordered by issuance of orders by the Contracting Officer. Such orders may be issued during the term of this contract.
- 11.2** All orders are subject to the terms and conditions of this contract.
- 11.3** If mailed, an order is considered "issued" when the District deposits the order in the mail. If an order is issued by facsimile or by electronic commerce methods, the order shall be considered issued as of the date the Contracting Officer transmits the order to the Contractor.

12. Attachments

Attachment A – Statement of Work

Attachment B – Price Schedule

Attachment C – Insurance Requirement

Attachment D – Enterprise Agreement No. 00288940.0

ATTACHMENT A SOW

A.1 SCOPE:

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Office of the Chief Technology Officer (OCTO), is seeking a contractor to provide an enterprise license maintenance and support of Geographic Information Systems (GIS) software for the District's Geographic Information System (DC GIS) program. The contract will also include an option to add ArcGIS HUB Subscription license. ArcGIS Hub subscription to be used at the discretion of the agency. This subscription is for collaboration between government, businesses, citizens and their communities to assist with data-driven initiatives.

A.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

N/A

A.3 DEFINITIONS

These terms when used in this Task Order have the following meanings:

N/A

A.4 BACKGROUND

Mayor's Order 2002-27 established the DC GIS Steering Committee (GISSC) and gave the committee the power and duty to develop standards for GIS implementation.

The GISSC fosters communication and cooperation amongst the DC GIS stakeholder community including District agencies, federal agencies, non-profit, and private sector GIS users in the District of Columbia. It serves as the primary decision-making body to establish and implement DC GIS policies and standards. The Committee takes into account needs and resources while seeking multilateral input, participation and support in defining and approving GIS projects, setting priorities and working through timelines. The software standard, as established by the DC GIS Steering Committee is Environmental Systems Research Institute Inc. As a result of the standard, in 2010, OCTO consolidated all city-wide licensing and has approximately 1300 GIS users in the District government using the same software and their work products can be easily shared. This is the principal mapping software used across the District Government, with users concentrated in the areas of emergency management, environment, logistics, permitting, planning, property tax/land records, public safety, transportation, and zoning. This software is also used as the platform for the DC Open Data Portal and data creation as mandated by the District of Columbia Data Policy, **Mayor's Order 2017-115**.

A.5 REQUIREMENTS

The Contractor shall provide license renewals for the items below:

A.5.1 Annual Enterprise License

A.5.1.1EA Products—Uncapped Quantities

Product	Total Qty. to Be Deployed
ArcGIS Desktop: ArcGIS Desktop Advanced, Standard, and Basic (single or concurrent use)	Uncapped
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager (single or concurrent use)	Uncapped
ArcGIS Enterprise: ArcGIS Enterprise and Workgroup (Advanced and Standard)	Uncapped
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager	Uncapped
ArcGIS GIS Server: Advanced, Standard, Basic	Uncapped
ArcGIS Enterprise Servers: ArcGIS Image Server, ArcGIS GeoEvent Server	Uncapped
ArcGIS Engine	Uncapped

ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst	Uncapped
ArcGIS Runtime: Standard licenses for custom applications	Uncapped
ArcGIS Runtime Analysis Extension	Uncapped
Mapping and Charting Solutions: Esri Production Mapping for Desktop	Uncapped

A.5.1.2 EA Products—Capped Quantities

Item	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
Business Analyst Desktop: Single Use Licenses with Regional datasets	2	-	2
ArcGIS Developer Professional Annual Subscription	-	7	7
ArcGIS City Engine Advanced	2	-	2
ArcGIS Roads and Highways for Server Extension	2	-	2
ArcGIS Roads and Highways Staging Extension	2	-	2
ArcGIS Roads and Highways for Desktop	3	-	3
ArcGIS GeoAnalytics Server - 2 four-core licenses	2	-	2
ArcGIS GeoAnalytics Server Staging – 2 four-core licenses	2	-	2
Insights for ArcGIS Online: Term Licenses	-	15	15
Insights for ArcGIS Enterprise: Term Licenses	-	15	15
Tracker for ArcGIS Online: Term Licenses	-	250	250

Product	Number of Subscriptions	Named Users per Subscription	Annual Credits per Subscription
ArcGIS Online Organizational Subscription*	1	Uncapped Creator User Types	475,000
ArcGIS Enterprise User Types Term Licenses	N/A	250 Creator User Types	N/A

* Pricing for the included Creator User Types is based on estimated usage of 950 Creator User Types.

A.5.2 Requirements (Optional Items)

A.5.2.1 ArcGIS HUB Subscription License

Product	Total Qty./Seat to Be Deployed
ArcGIS HUB Subscription License (population of 250,001 - 1,000,000)	1

A.5.3 System Environment Profile

The Contractor shall provide licensee access to the My ESRI support service website. The enable licensee should enable the following:

1. Complete and maintain an inventory of licensees.
2. Manage a list of users.
3. Show order history and maintenance quotes.
4. View license summary and authorizations.
5. Create provisioning files.
6. Manage developer subscriptions.
7. Search and download products.
8. Provide interface for submitting support cases.
9. Generate reports for order history and authorizations.

A.5.4 If service delivery and or supply chain is adversely impacted by the recent COVID-19 Coronavirus, The Contractor shall notify the Contracting Officer in writing and include a detailed plan on how the adverse effects will be addressed”

ATTACHMENT B:

PRICE SCHEDULE:

B.1 The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Office of the Chief Technology Officer (OCTO), is engaging with ESRI to provide an enterprise license maintenance and support of Geographic Information Systems (GIS) software for the District's Geographic Information System (DC GIS) program.

B.2 The District contemplates award of firm fixed price contract with a Requirements portion.

B.3 Requirements Contract:

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

a). Delivery or performance shall be made only as authorized in accordance with the Ordering Clause Section 11. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.

b). There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

c). Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after it expired.

B.4 PRICE SCHEDULE:

B.4.1 Base Year- From date of Award for One (1) Year

B.4.1.1 FIRM FIXED PRICE

Contract Line Item Number (CLIN)	Item Description	Quantity	Total Price
0001	Annual Enterprise License in accordance with A.5.1 of the SOW.	1	\$490,000.00

B.4.1.2 REQUIREMENTS (Optional):

CLIN	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
0002	ArcGIS HUB Subscription License (Optional)	\$40,000.00	1	\$40,000.00
Subtotal – Requirements B.4.1.2				\$40,000.00
Estimated Grand Total (B.4.1.1 & B.4.1.2)				\$530,000.00

B.4.2 Option Year One

B.4.2.1 FIRM FIXED PRICE

CLIN	Item Description	Quantity	Total Price
1001	Annual Enterprise License in accordance with A.5.1 of the SOW.	1	\$500,000.00

B.4.2.2 REQUIREMENTS (Optional):

CLIN	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
1002	ArcGIS HUB Subscription License (Optional)	\$40,000.00	1	\$40,000.00
Subtotal – Requirements B.4.2.2				\$40,000.00
Estimated Grand Total (B.4.2.1 &B.4.2.2)				\$540,000.00

B.4.3 Option Year Two

B.4.3.1 FIRM FIXED PRICE

CLIN	Item Description	Quantity	Total Price
2001	Annual Enterprise License in accordance with A.5.1 of the SOW.	1	\$510,000.00

B.4.3.2 REQUIREMENTS (Optional):

CLIN	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
2002	ArcGIS HUB Subscription License (Optional)	\$40,000.00	1	\$40,000.00
Subtotal – Requirements B.4.3.2				\$40,000.00
Estimated Grand Total (B.4.3.1 &B.4.3.2)				\$550,000.00

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

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.

- B. 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.
- C. 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.**
- D. 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.
- E. 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.
- F. 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.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

Chris Yi/Office of Contract and Procurement

441 4th Street Suite 350S N.W. D.C 20002

202.724.5069

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).

- H. 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.
- I. 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.