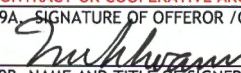


GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER		PAGE <div style="text-align: right;">1 of 4</div>					
2. TASK ORDER AGREEMENT NO. CW85753		3. Award/Effective Date See Block 30c.		4. CONTRACT NUMBER CW67780		5. SOLICITATION NUMBER Doc526850		6. SOLICITATION ISSUE DATE 9/4/2020			
7. FOR SOLICITATION INFORMATION CONTACT Email: Mustafa.kakar1@dc.gov		A. NAME Mustafa Kakar				B. TELEPHONE (No Collect Calls) 202-724-2017		8. OFFER DUE DATE: 9/11/2020			
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 checked="" type="checkbox"/> DCSS <input type="checkbox"/> Cooperative Agreement SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> N/A <input type="checkbox"/> 13. RESERVED		12. PAYMENT DISCOUNT TERMS <div style="text-align: center;">Net 30 days</div>			
5. CONTRACTOR / OFFEROR Advanced Network Consulting Inc. 1200 G ST NW, Suite 806 Washington, DC 20005				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		Dell Server and Support (See Price Schedule, Attachment B for detail)				1		Lot		\$282,167.42	
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.						26. TOAL AWARD (FOR GOVT. USE ONLY) <div style="text-align: right;">\$282,167.42</div>					
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 						30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER)					
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) HOANG TRINH, President				29C. DATE SIGNED 9/21/20		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Chris Yi Contracting Officer				30C DATE SIGNED	

1. SERVICES REQUIRED

The Government of District of Columbia, Office of Contracting and Procurement on behalf of the Office of the Chief Technology Officer (OCTO) is engaging with Advanced Network Consulting to provide Dell Servers and support for DC Department of Motor vehicles (DMV):

2. CONTRACT NUMBER

DCSS CW67780

3. TASK ORDER NUMBER

CW85753

4. Term of Contract

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

5. Reserved

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:

Troy Evans
Director, Enterprise Cloud and Infrastructure Services (ECIS)
Office of the Chief Technology Officer (OCTO)
Desk: 202-481-3830
evans.troy@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. Attachments

Attachment A – Statement of Work
Attachment B – Price Schedule
Attachment C – Certificate of Insurance

ATTACHMENT A SOW

A.1 SCOPE:

The District of Columbia Government, Office of the Chief Technology Officer has a requirement for procuring Dell Servers for DC Department of Motor vehicles (DMV).

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

The DESTINY system caters the entire spectrum of DMV's core business which includes Vehicle Registration, Driver Licensing, Identification Card, Dealer Tags, Residential Parking Permit, Reciprocity Parking Permit, Insurance Verification, Vehicle Inspection, Adjudication and Enforcement, Convictions and Withdrawals, Digital Signature and Photo / Biometrics, Digital Imaging of all breeder documents, Business Processing, etc as part of the transaction for every customer with Point-of-Sale, Web, Mobile and Back-Office processing for District Residents.

A.5 REQUIREMENTS

A.5.1 The contractor shall provide the following items;

A.5.1.1 Dell EMC SC460 Enclosure (CLIN 0001)

Item NO.	Product Code	Product/Service Name	Qty
1	210-ALRX	Dell EMC SC460 Enclosure	2
2	340-BIEL	SC460 Shipping	2
3	450-AGQL	C13 to C14 PDU Style 16 AMP	2
4	770-BCHH	Rack Rails, Static, 4U	2

CW85753 Dell Server and Maintenance

5	770-BCHP	Cable Management Tray, 1U	2
6	813-5760	Dell Hardware Limited Warranty	2
7	813-5793	ProSupport Plus: Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch, 3 Years	2
8	813-5794	ProSupport Plus: Mission Critical 7x24 HW / SW Technical Support and Assistance, 3 Years	2
9	812-4011	ProDeploy Plus Training Credits 200 Redeem at education.dellemc.com Expires 1Yr from Order Date	2
10	400-ATSH	Hard Drive Blank Filler 3.5"	2
11	814-0256	ProDeploy Plus Dell Storage SC Disk Series 460 4U/5U Enclosure - Deployment	2
12	814-0257	ProDeploy Plus Dell Storage SC Disk Series 460 4U/5U Enclosure - Deployment Verification	2
13	325-BCPL	SC460 Dell EMC Bezel	2
14	332-1286	US Order	2
15	400-ARKE	10TB, NLSAS, 12Gb, 7.2K, 3.5	16
16	400-ATSH	Hard Drive Blank Filler 3.5"	104
17	470-ACIO	12Gb Mini-SAS HD to Mini-SA	2

A.5.1.2 Dell Storage SC420 2.5 Enclosure (Clin 0002)

Item No.	Product Code	Product/Service Name	Qty
18	210-AFTF	SC420 Enclosure (1st enclosure of new array)	2
19	325-BCLH	SC420 Bezel	2
20	403-BBKM	Enclosure Management Module, Dual	2
21	770-BBJE	Rack rail, 2Us, Static	2
22	450-AEBJ	Power supply, AC 600W, Redundant	2
23	340-AQPJ	Dell SC420 Shipping, DAO	2
24	332-1286	US Order	2
25	389-DVGF	SCv320/SC420/SC420F Regulatory Label, Mexico	2
26	804-4936	Dell Hardware Limited Warranty	2
27	814-4551	ProSupport Plus Mission Critical: 7x24 HW/SW	2
28	806-2655	ProDeploy Plus Dell Storage SC Disk Series 400/420 2U	2
29	806-2656	ProDeploy Plus Dell Storage SC Disk Series 400/420 2U Exp Enclosure	2
30	812-4011	ProDeploy Plus Training Credits 200 Redeem at education.dellemc.com Expires 1Yr from Order Date	2
31	400-AEPR	Hard Drive Filler 2.5in, single blank	12
32	400-AXIC	2.4TB, SAS, 12Gb, 10K, 2.5" HDD	36
33	450-AADY	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord	2
34	450-AADY	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord	2
35	470-ABDN	12Gb HD-Mini to HD-Mini SAS cable, 0.5m	2
36	470-ABDN	12Gb HD-Mini to HD-Mini SAS cable, 0.5m	2

A.5.1.3 PowerEdge R740 (0003)

Item No.	Product Code	Product/Service Name	Qty
37	210-AKXJ	PowerEdge R740 Server	8
38	329-BEIK	PowerEdge R740/R740XD Motherboard	8
39	461-AADZ	No Trusted Platform Module	8
40	321-BCSM	Chassis with up to 8 x 2.5" SAS/SATA Hard Drives for 2CPU Configuration	8
41	340-BLKS	PowerEdge R740 Shipping	8
42	340-CORZ	PowerEdge R740 Shipping Material	
43	389-DSWP	PowerEdge R740 CE, CCC, BIS Marking	8
44	338-BSHF	Intel Xeon Platinum 8253 2.2G, 16C/32T, 10.4GT/s, 22M Cache, Turbo, HT (125W) DDR4-2933	8
45	338-BSHF	Intel Xeon Platinum 8253 2.2G, 16C/32T, 10.4GT/s, 22M Cache, Turbo, HT (125W) DDR4-2933	8
46	379-BDCO	Additional Processor Selected	8
47	412-AAIQ	Standard 1U Heatsink	8
48	412-AAIQ	Standard 1U Heatsink	8
49	370-AAIP	Performance Optimized	8
50	780-BCDN	RAID 1	8
51	405-AANR	PERC H740P RAID Controller, 8GB NV Cache, Adapter, Full Height	8
52	619-ABVR	No Operating System	8
53	385-BBKT	iDRAC9,Enterprise	8
54	528-BIYY	OpenManage Enterprise Advanced	8
55	379-BCQV	iDRAC Group Manager, Enabled	8

56	379-BCSG	iDRAC,Legacy Password	8
57	330-BBHC	Riser Config 5, 6 x8, 2 x16 slots	8
58	406-BBLG	Mellanox ConnectX-4 LX Dual Port 10/25GbE SFP28, rNDC	8
59	429-ABBJ	No Internal Optical Drive	8
60	384-BBPY	6 Standard Fans for R740/740XD	8
61	450-ADWM	Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	8
62	325-BCHV	PowerEdge 2U LCD Bezel	8
63	350-BBKG	Dell EMC Luggage Tag	8
64	350-BBJU	Quick Sync 2 (At-the-box mgmt)	8
65	750-AABF	Power Saving Dell Active Power Controller	8
66	770-BBBR	ReadyRails Sliding Rails With Cable Management Arm	8
67	631-AACK	No Systems Documentation, No OpenManage DVD Kit	8
68	332-1286	US Order	8
69	973-2426	Declined Remote Consulting Service	8
70	813-9119	Dell Hardware Limited Warranty Plus On-Site Service	8
71	813-9147	ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with	8
72	813-9148	ProSupport Plus Mission Critical: 7x24 HW/SW	8
73	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit	8
74	804-6750	ProDeploy Plus Dell Server R Series 1U/2U - Deployment	8

75	804-6751	ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification	8
76	812-4005	ProDeploy Plus Training Credits 300 Redeem at education.dellemc.com	8
77	370-AEVR	3200MT/s RDIMMs	8
78	370-AEVP	64GB RDIMM, 32MT/s, Dual Rank	192
79	400-AZUT	480GB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive, 3	16
80	421-5736	No Media Required	8
81	540-BCNM	Mellanox ConnectX-5 Dual Port 10/25GbE SFP28 Adapter, PCIe Full	8
82	406-BBMP	Emulex LPE 35002 Dual Port 32 Gb Fibre Channel HBA, PCIe Full	16
83	492-BBDI	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North	16
84	800-BBDM	UEFI BIOS Boot Mode with GPT Partition	8

- A.5.2 The Contractor shall be direct authorized reseller and provide the reseller certificate from the manufacture.
- A.5.3 The Contractor shall provide only the most current models, components and accessories in new, fully operational, factory sealed condition, with all applicable licenses.
- A.5.4 The Contractor warrants and represents that the equipment is eligible for the manufacturer's normal [and extended] warranty and support within the United States to Authorized Users. Previously owned, damaged, refurbished, remanufactured, counterfeit, "gray market" or substitute third party items will not be accepted.
- A.5.5 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-FIRM FIXED PRICE:

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

Contract Line Item No. (CLIN)	Product Code	Product/Service Name	Qty	Unit Price	Extended Price
0001	210-ALRX	Dell EMC SC460	2	\$26,356.43	\$52,712.86
0002	210-AFTF	Dell Storage SC420 2.5 Enclosure -	2	\$19,585.16	\$39,170.32
0003	210-AKXJ	PowerEdge R740	8	\$23,785.53	\$190,284.24
TOTAL B.1 Base Year					\$282,167.42

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. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance to prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

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 including explosion, collapse and underground hazards.
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 \$5,000,000

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

5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.
- E. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. **Measure of Payment.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
Chris Yi/Office of 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).

- 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 District.