GOVERNMENT OF THE DISTRICT OF COLUMBIA
TASK ORDER/Delivery Order For Services
OFFER TO COMPLETE BLOCKS 18 & 29

1. Requisition Number
   RK154450
2. Task Order Agreement No.
   CW86302
3. Award/Effective Date
   See Block 30c.
4. Contract Number
   GS-35F-0216L
5. Solicitation Number
   Doc526654
6. Solicitation Issue Date
   09/14/2020
7. For Solicitation Information
   Contact Email: april.molley@dc.gov
8. Name
   April Molley
9. Telephone (Non-Collate Calls)
   202.724.4198
10. Offer Due Date:
    09/23/2020
11. Delivery for FOB Destination Unless Block is Marked
    N/A
12. Payment Discount Terms
    Net 30 days
13. Reserved
14. Method of Solicitation
    RFP
15A DUNS No. 15B Tax ID No.
16. Payment Will Be Made By Code

Office of Contracting and Procurement Technology Group
441 4th Street, N.W., Suite 700 South
Washington, D.C. 20001

Mainline Information Systems, Inc.
1700 Summit Lake Drive
Tallahassee, FL 32317

Office of the Chief Technology Officer/Accounts Payable
200 I Street, S.E.,
Washington, D.C. 20003

Office of the Chief Technology Officer
Glenn Minter
200 I Street, S.E., 5th Floor
Washington, D.C. 20003

IBM Z15 Data Center Migration
(See price schedule, Attachment B)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>IBM Z15 Data Center Migration</td>
<td>1</td>
<td>Lot</td>
<td>------------</td>
<td>$856,968.44</td>
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Accounting and Appropriation Data

Purchase Order No.

Total Award (For Govt. Use Only)

$856,968.44

Signature of Offeror/Contractor

Chris Yi

Name and Title of Signer (Type or Print)

Joseph P. Elebash

Date Signed

October 23, 2020

District of Columbia (Signature of Contracting Officer)

Chris Yi

Name of Contracting Officer (Type or Print)

Chris Yi

Date Signed

October 23, 2020
Task Order No. CW86302

1. SERVICES REQUIRED

The Office of Contracting and Procurement, on behalf of Office of the Chief Technology Officer seeks a Contractor to upgrade its IBM Z13s BC Server to an IBM Z15 ZR1 Server.

2. CONTRACT NUMBER

GS-35F-0216L

3. TASK ORDER NUMBER

CW86302

4. TERM OF CONTRACT

The term of the contract shall be for a period of one year from date of award specified on the cover page of this contract.

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  
441 4th Street N.W., Washington, D.C. 20001  
Telephone: 202.724.5069  
E-mail: Chris.Yi@dc.gov

5.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

5.2 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.

5.3 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

6. CONTRACT ADMINISTRATOR (CA)

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:

Glenn Minter
Task Order No. CW86302

Office of the Chief Technology Officer
200 I Street S.E., Washington, D.C. 20003
Email: Glenn.Minter@dc.gov
Phone: 202- 442- 3222

6.1 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.

6.2 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.

7. INVOICE 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.

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

8. INVOICE SUBMITTAL

The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in the contract.

8.1 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.

8.2 To constitute a proper invoice, the Contractor shall attach to all payment requests the invoice and all supporting documentation or information.

9. ORDERING CLAUSE

9.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

9.2 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.

9.3 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.
Task Order No. CW86302

10. ATTACHMENTS

Attachment A - Statement of Work
Attachment B - Price Schedule
Attachment C – Insurance Requirements
ATTACHMENT A
STATEMENT OF WORK

A.1 Scope

The Office of Contracting and Procurement (OCP), on behalf of The Office of the Chief Technology Officer (OCTO), Integrated Platform Services Department (IPS), seeks a contractor to upgrade its IBM Z13s BC Server to an IBM Z15-T02 Server.

A.2 Applicable Documents

Not applicable.

A.3 Definitions

Not applicable.

A.4 Background

The District of Columbia has a two data center. One serves as a cold Disaster Recovery Site; the other as the Production site. The Production site contains a District owned, IBM Z13s Mainframe Server. (See Current Production Server Configuration.) Due to the migration of the Disaster Recovery Data Center to a new data center, the District has a need to upgrade its Production IBM Z13s Server to an IBM Z15-T02 Server.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Product</th>
<th>Description</th>
<th>QTY</th>
<th>Unit Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2965-N10</td>
<td>IBM z13s Serial # E61F7</td>
<td>1</td>
<td>Each</td>
</tr>
<tr>
<td>2</td>
<td>0019</td>
<td>Manage FW Suite</td>
<td>1</td>
<td>Each</td>
</tr>
<tr>
<td>3</td>
<td>0096</td>
<td>HMC Rack Mount</td>
<td>1</td>
<td>Each</td>
</tr>
<tr>
<td>4</td>
<td>0146</td>
<td>CPC</td>
<td>1</td>
<td>Each</td>
</tr>
<tr>
<td>5</td>
<td>0154</td>
<td>HMC Rack Keybd/Monitor/Mouse</td>
<td>1</td>
<td>Each</td>
</tr>
<tr>
<td>6</td>
<td>0165</td>
<td>Fanout Airflow</td>
<td>4</td>
<td>Each</td>
</tr>
<tr>
<td>7</td>
<td>0173</td>
<td>PCIe fanout Gen3</td>
<td>4</td>
<td>Each</td>
</tr>
<tr>
<td>8</td>
<td>0174</td>
<td>Fanout Airflow PCIe</td>
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<td>Each</td>
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</tbody>
</table>
## A.5 REQUIREMENTS

### A.5.1 The Contractor shall provide the following products:

#### A.5.1.1 New Z15-T02-Production Server Configuration

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<tr>
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<th>Part Number</th>
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<th>Unit Item</th>
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</thead>
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<td>1</td>
<td>8562-T02</td>
<td>IBM z15</td>
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<td>Each</td>
</tr>
<tr>
<td>2</td>
<td>14</td>
<td>Migration Offering Machine</td>
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<td>Each</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Description</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>-------------------------------------------</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>3</td>
<td>33</td>
<td>Service Docs Optional Print</td>
<td>1</td>
<td>Each</td>
</tr>
<tr>
<td>4</td>
<td>100</td>
<td>vHMC</td>
<td>1</td>
<td>Each</td>
</tr>
<tr>
<td>5</td>
<td>104</td>
<td>Container Hosting Foundation</td>
<td>1</td>
<td>Each</td>
</tr>
<tr>
<td>6</td>
<td>137</td>
<td>Fanout Airflow PCIe</td>
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<td>Each</td>
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<tr>
<td>7</td>
<td>175</td>
<td>PCIe Fanout</td>
<td>2</td>
<td>Each</td>
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<tr>
<td>8</td>
<td>196</td>
<td>2965 w/o TEIO &amp; w/o HtR</td>
<td>1</td>
<td>Each</td>
</tr>
<tr>
<td>9</td>
<td>389</td>
<td>Returning MT Digit 1</td>
<td>2</td>
<td>Each</td>
</tr>
<tr>
<td>10</td>
<td>390</td>
<td>Returning MT Digit 2</td>
<td>9</td>
<td>Each</td>
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<td>11</td>
<td>391</td>
<td>Returning MT Digit 3</td>
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</tr>
<tr>
<td>12</td>
<td>392</td>
<td>Returning MT Digit 4</td>
<td>5</td>
<td>Each</td>
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<tr>
<td>13</td>
<td>394</td>
<td>Plant of MFG Digit 2</td>
<td>2</td>
<td>Each</td>
</tr>
<tr>
<td>14</td>
<td>395</td>
<td>Serial Number Digit 1</td>
<td>14</td>
<td>Each</td>
</tr>
<tr>
<td>15</td>
<td>396</td>
<td>Serial Number Digit 2</td>
<td>6</td>
<td>Each</td>
</tr>
<tr>
<td>16</td>
<td>397</td>
<td>Serial Number Digit 3</td>
<td>1</td>
<td>Each</td>
</tr>
<tr>
<td>17</td>
<td>398</td>
<td>Serial Number Digit 4</td>
<td>15</td>
<td>Each</td>
</tr>
<tr>
<td>18</td>
<td>399</td>
<td>Serial Number Digit 5</td>
<td>7</td>
<td>Each</td>
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<tr>
<td>19</td>
<td>421</td>
<td>PCIe Interconnect</td>
<td>4</td>
<td>Each</td>
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<tr>
<td>20</td>
<td>425</td>
<td>OSA-Express6S 10 GbE SR 1 port</td>
<td>6</td>
<td>Each</td>
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<tr>
<td>21</td>
<td>426</td>
<td>OSA-Express6S 1000BASE-T 2 ports</td>
<td>4</td>
<td>Each</td>
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<tr>
<td>22</td>
<td>428</td>
<td>FICON Express16S+ SX 2 ports</td>
<td>10</td>
<td>Each</td>
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<tr>
<td>23</td>
<td>505</td>
<td>Model T02</td>
<td>1</td>
<td>Each</td>
</tr>
<tr>
<td>24</td>
<td>630</td>
<td>380-415V 32A, 3 Ph WYE PDU</td>
<td>4</td>
<td>Each</td>
</tr>
<tr>
<td>25</td>
<td>631</td>
<td>Ethernet Switch</td>
<td>2</td>
<td>Each</td>
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<tr>
<td>26</td>
<td>650</td>
<td>Max13</td>
<td>1</td>
<td>Each</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Description</td>
<td>QTY</td>
<td>UOM</td>
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<td>------</td>
</tr>
<tr>
<td>27</td>
<td>666</td>
<td>CPC PSU</td>
<td>2</td>
<td>Each</td>
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<tr>
<td>28</td>
<td>848</td>
<td>32 GB USB Backup Media</td>
<td>2</td>
<td>Each</td>
</tr>
<tr>
<td>29</td>
<td>1513</td>
<td>416 GB Memory</td>
<td>1</td>
<td>Each</td>
</tr>
<tr>
<td>30</td>
<td>1644</td>
<td>128 GB Mem DIMM (5/feat)</td>
<td>2</td>
<td>Each</td>
</tr>
<tr>
<td>31</td>
<td>1945</td>
<td>IFL</td>
<td>2</td>
<td>Each</td>
</tr>
<tr>
<td>32</td>
<td>1946</td>
<td>ICF</td>
<td>1</td>
<td>Each</td>
</tr>
<tr>
<td>33</td>
<td>1947</td>
<td>zIIP</td>
<td>1</td>
<td>Each</td>
</tr>
<tr>
<td>34</td>
<td>1982</td>
<td>16GB Memory Cap Incr</td>
<td>2</td>
<td>Each</td>
</tr>
<tr>
<td>35</td>
<td>1983</td>
<td>128GB Memory Cap Incr</td>
<td>3</td>
<td>Each</td>
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<td>36</td>
<td>3100</td>
<td>Universal Lift Tool</td>
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<td>Each</td>
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<tr>
<td>37</td>
<td>3863</td>
<td>CPACF Enablement</td>
<td>1</td>
<td>Each</td>
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<tr>
<td>38</td>
<td>4021</td>
<td>PCIe+ I/O Drawer</td>
<td>2</td>
<td>Each</td>
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<tr>
<td>39</td>
<td>4039</td>
<td>A Frame Air</td>
<td>1</td>
<td>Each</td>
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<td>40</td>
<td>4804</td>
<td>CP-E</td>
<td>3</td>
<td>Each</td>
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<tr>
<td>41</td>
<td>4883</td>
<td>3-Way Processor E03</td>
<td>1</td>
<td>Each</td>
</tr>
<tr>
<td>42</td>
<td>5040</td>
<td>E03 Capacity Marker</td>
<td>1</td>
<td>Each</td>
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<tr>
<td>43</td>
<td>7892</td>
<td>30A/208V 14ft w/TwistLock</td>
<td>4</td>
<td>Each</td>
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<tr>
<td>44</td>
<td>7899</td>
<td>Bottom Exit Cabling</td>
<td>1</td>
<td>Each</td>
</tr>
<tr>
<td>45</td>
<td>7928</td>
<td>Top Exit Cabling w/o Tophat</td>
<td>1</td>
<td>Each</td>
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</tbody>
</table>

### A.5.2
The Production Z13s Server shall be upgraded to an IBM Z15-T02 Server. A new Z15 server with configuration as shown in C.5.1 and the service shown in C.5.7 with one year of warranty is required.

### 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. The Contractor warrants and represents that the equipment is eligible for the manufacturer’s standard warranty for 12-months within the United States by IBM or IBM Authorized IBM partners.
Task Order No. CW86302

A.5.4 Previously owned, damaged, refurbished, remanufactured, counterfeit, "gray market" or substitute third party items will not be accepted. Furthermore, the Contractor shall be an IBM Z Series Business Partner (or IBM).

A.5.5 The Contractor shall be Direct authorized resellers.

A.5.6 Warranty shall be 24*7*365 on-site hardware repair/exchange services to bring failed or degraded equipment into conformance with its original specifications, and the managing and installation of engineering changes.

A.5.7 The Contractor shall provide the Alert and Resolve service to automatically send information to IBM if a hardware error is encountered. And provide the ability to track and download of microcode changes and search IBM’s database for preventive service and installation planning.

A.5.8 Maintenance Support shall be 24*7*365 on-site hardware repair/exchange services to bring failed or degraded equipment into conformance with its original specifications, and the managing and installation of engineering changes.

A.5.9 To allow enough time for the migration of the workload to the new environment, a transition period is needed to ensure continuity of service. The Contractor shall provide planning timeline will be, the roles and responsibilities of the vendor, incumbent, and Districts performance requirements for all parties during the planning period. The District requires up to 60 days from delivery to remove the workload from the old Z13s Services to transfer in to the new Z15-T02 Server upgraded server.

A.6 DELIVERABLES

A.6.1 The Contractor shall provide the following products below:

<table>
<thead>
<tr>
<th>Item</th>
<th>Deliverable</th>
<th>QTY</th>
<th>Format/Method of Delivery</th>
<th>Due Date</th>
<th>Unit Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appliances as specified in C.5.1</td>
<td>IBM Z15-T02</td>
<td>1</td>
<td>Inside Delivery</td>
<td>60 days from Date of Award</td>
<td>Each</td>
</tr>
</tbody>
</table>

A.6.2 If service delivery and or supply chain is adversely impacted by the recent COVID 19 Coronavirus. Contractor shall submit a technical response in accordance with section #1 Proposal Submission Requirements including detailed plans on how the adverse effects will be addressed.

A.6.3 The Contractor shall specially label on all shipments with the word “OCTO/DC-Net”

A.6.4 The Contractor shall send all shipments to the following address and contact person(s):

Glenn Minter
Office of the Chief Technology Officer
Task Order No. CW86302

c/o CoreSite
12100 Sunrise Valley Dr.
Reston, VA 20191
Task Order No. CW86302

ATTACHMENT B
PRICE SCHEDULE

B.1 Base Year

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Part Number</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Ext Price</th>
</tr>
</thead>
<tbody>
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<td>IBM Z15-T02 Server migration in accordance with the Section C.5 of the SOW</td>
<td>1</td>
<td>$856,968.44</td>
<td>$856,968.44</td>
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B.1 BASE YEAR TOTAL $856,968.44

B.2 Option Year 1

<table>
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<tr>
<th>CLIN</th>
<th>Part Number</th>
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B.2 OPTION YEAR 1 TOTAL $123,966.48

B.3 Option Year 2

<table>
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B.3 OPTION YEAR 2 TOTAL $123,966.48

B.4 Option Year 3

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<td>3001</td>
<td>8562-T02</td>
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<td>1</td>
<td>$123,966.48</td>
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B.4 OPTION YEAR 3 TOTAL $123,966.48

B.5 Option Year 4

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</table>

B.5 OPTION YEAR 4 TOTAL $123,966.48

Base and Option Year Grand Total $1,352,834.36
ATTACHMENT C
INSURANCE REQUIREMENTS

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.
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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).

OCP should collect, review for accuracy and maintain all warranties for goods and services.

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. Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers must be endorsed onto the policy

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) $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 Contracting and Procurement
441 4th Street N.W., Washington, D.C. 20001
Telephone: 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 District.