GOVERNMENT OF THE DISTRICT OF COLUMBIA
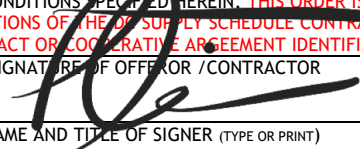## TASK ORDER/DELIVERY ORDER FOR SERVICES
OFFEROR TO COMPLETE BLOCKS 18 & 29

1.REQUISITION NUMBER	PAGE
	1 of 4

2. TASK ORDER AGREEMENT NO.	3. Award/Effective Date	4. CONTRACT NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
CW87865	See Block 30c.	CW58725	Doc535384	10/23/2020

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: 10/30/2020

9. ISSUED BY	10. THIS ACQUISITION IS	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. PAYMENT DISCOUNT TERMS
Office of Contracting and Procurement Information Technology Group 441 4TH Street, N.W., Suite 330 South Washington, D.C. 20001	☐ UNRESTRICTED ☐ SET ASIDE %FOR ☐ SMALL BUSINESS ☐ SMALL DISADV. BUS. ☒ DCSS ☐ Cooperative Agreement SIC: SIZE STANDARD:	☒ N/A ☐ 13. RESERVED 14. METHOD OF SOLICITATION ☒ RFTOP ☐ RFQ ☐ IFB ☐ RFP ☐ 2-STEP	Net 30 days

5. CONTRACTOR / OFFEROR	16. PAYMENT WILL BE MADE BY CODE
The Pittman Group INC DBA Vantix 7059 Blair Road, Suite 100 NW Wash., DC 20012	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	18. ADMINISTERED BY
Office of the Chief Technology Officer 200 I Street, S.E., 5th Floor Washington, D.C. 20003	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 ☐	18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	Annual Subscription for End Point Protection (See Price Schedule, Attachment B for detail)	1	Lot		$134,731.00

25. ACCOUNTING AND APPROPRIATION DATA	26. TOAL AWARD (FOR GOVT. USE ONLY)
PURCHASE ORDER NO.	$134,731.00

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	30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER)
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Ken Pittman, President/CEO	29C. DATE S IGNED December 1, 2020	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 the Chief Technology Officer (OCTO), Citywide IT Security (CWITS) Program is engaging with Pittman Group Inc to provide Annual Subscription for End Point Protection (CrowdStrike). The coverage includes both software maintenance and support.

2.   CONTRACT NUMBER

DCSS CW58725

3.   TASK ORDER NUMBER

CW87865

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 (4) 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 5 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:

> Suneel Cherukuri
> Chief Information Security Officer
> Office of the Chief Technology Officer (OCTO)
> Desk: 202-741-5008
> Suneel.cherukuri@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 – Insurance Requirement

ATTACHMENT A SOW

A.1   SCOPE:

The District of Columbia Office of the Chief Technology Officer (OCTO) Citywide IT Security (CWITS) Program has a requirement to purchase Annual Subscription for End Point Protection (CrowdStrike). The coverage includes both software maintenance and support.

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 Office of the Chief Technology Officer (OCTO), Citywide Information Security, (CWITS) provides a platform CrowdStrike, that offers Endpoint detection and response solutions that offer real-time visibility and protection, enabling the district to prevent, detect, and respond to threats.

The platform is software. This support contract ensures engineers can request support for software issues and if required get hardware replaced. This support is directly provided by the manufacturer CrowdStrike.

Items listed in A.5 are the support and maintenance components for the existing platform.

A.5   REQUIREMENTS

A.5.1   The Contractor shall provide the following support and maintenance components for existing platform;

Line Item	Sku #	Description	Qty	Year
1	CS.SPOTLT.SOLN	Falcon Spotlight	4000	1
2	CS.EPPPREB.SOLN	Falcon Endpoint Protection	4000	1
3	CS.PREVENT.SOLN	CrowdStrike Prevent	4000	1
4	CS.INSIGHT.SOLN	CrowdStrike Insight	4000	1

CW87865 Annual Subscription End Point Protection

Line Item	Sku #	Description	Qty	Year
5	CS.DISC.SOLN	CrowdStrike Discover	4000	1
6	CS.FALXBP.SOLN	CrowdStrike Falcon X	4000	1
7	CS.OW.SVC	CrowdStrike Overwatch	4000	1
8	CS.DEVICEBP.SOLN	CrowdStrike Falcon Device Control	4000	1
9	CS.TG.STD	CrowdStrike Threat Graph Standard	4000	1
10	RR.HOS.ENT.ESTL	Essential Support	1	1
11	NR.PSO.ENT.CRE	CrowdStrike University Training Credit	15	1
12	RR.PSO.ENT.PASS	University LMS Subscription Customer Access Pass	10	1

A.5.2   The Contractor shall be direct authorized reseller and provide the reseller certificate from the manufacture.

A.5.3   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.

ATTACHMENT B PRICE SCHEDULE:

B.1 The District of Columbia Office of the Chief Technology Officer (OCTO) Citywide IT Security (CWITS) Program has a requirement to purchase Annual Subscription for End Point Protection (CrowdStrike). The coverage includes both software maintenance and support.

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

B.3 **PRICE SCHEDULE:**

B.3.1 Base Year- From date of award for one year.

Contract Line Item No. (CLIN)	Sku No.	Description/Service Name	Qty	Year	Unit Price	Extended Price
0001	CS.SPOTLT.SOLN	Falcon Spotlight	4000	1	$6.61	$26,440.00
0002	CS.EPPPREB.SOLN	Falcon Endpoint Protection	4000	1	$0.00	$0.00
0003	CS.PREVENT.SOLN	CrowdStrike Prevent	4000	1	$0.00	$0.00
0004	CS.INSIGHT.SOLN	CrowdStrike Insight	4000	1	$0.00	$0.00
0005	CS.DISC.SOLN	CrowdStrike Discover	4000	1	$4.99	$19,960.00
0006	CS.FALXBP.SOLN	CrowdStrike Falcon X	4000	1	$0.83	$3,320.00
0007	CS.OW.SVC	CrowdStrike Overwatch	4000	1	$5.54	$22,160.00
0008	CS.DEVICEBP.SOLN	CrowdStrike Falcon Device Control	4000	1	$7.10	$28,400.00
0009	CS.TG.STD	CrowdStrike Threat Graph Standard	4000	1	$3.58	$14,320.00
0010	RR.HOS.ENT.ESTL	Essential Support	1	1	$12,706.00	$12,706.00
0011	NR.PSO.ENT.CRE	CrowdStrike University Training Credit	15	1	$495.00	$7,425.00
0012	RR.PSO.ENT.PASS	University LMS Subscription Customer Access Pass	10	1	$0.00	$0.00
Total Price Base Year						**$134,731.00**

B.3.2 Option Year One

CLIN	Sku No.	Description/Service Name	Qty	Year	Unit Price	Extended Price
1001	CS.SPOTLT.SOLN	Falcon Spotlight	4000	1	$6.81	$27,240.00
1002	CS.EPPPREB.SOLN	Falcon Endpoint Protection	4000	1	$0.00	$0.00
1003	CS.PREVENT.SOLN	CrowdStrike Prevent	4000	1	$0.00	$0.00
1004	CS.INSIGHT.SOLN	CrowdStrike Insight	4000	1	$0.00	$0.00
1005	CS.DISC.SOLN	CrowdStrike Discover	4000	1	$5.14	$20,560.00
1006	CS.FALXBP.SOLN	CrowdStrike Falcon X	4000	1	$0.85	$3,400.00
1007	CS.OW.SVC	CrowdStrike Overwatch	4000	1	$5.71	$22,840.00
1008	CS.DEVICEBP.SOLN	CrowdStrike Falcon Device Control	4000	1	$7.12	$28,480.00
1009	CS.TG.STD	CrowdStrike Threat Graph Standard	4000	1	$3.69	$14,760.00
1010	RR.HOS.ENT.ESTL	Essential Support	1	1	$13,087.00	$13,087.00
1011	NR.PSO.ENT.CRE	CrowdStrike University Training Credit	15	1	$509.85	$7,647.75
1012	RR.PSO.ENT.PASS	University LMS Subscription Customer Access Pass	10	1	$0.00	$0.00
Total Price Option Year One						**$138,014.75**

B.3 Option Year Two

CLIN	Sku No.	Description/Service Name	Qty	Year	Unit Price	Extended Price
2001	CS.SPOTLT.SOLN	Falcon Spotlight	4000	1	$7.01	$28,040.00
2002	CS.EPPPREB.SOLN	Falcon Endpoint Protection	4000	1	$0.00	$0.00
2003	CS.PREVENT.SOLN	CrowdStrike Prevent	4000	1	$0.00	$0.00
2004	CS.INSIGHT.SOLN	CrowdStrike Insight	4000	1	$0.00	$0.00
2005	CS.DISC.SOLN	CrowdStrike Discover	4000	1	$5.29	$21,160.00
2006	CS.FALXBP.SOLN	CrowdStrike Falcon X	4000	1	$0.88	$3,520.00
2007	CS.OW.SVC	CrowdStrike Overwatch	4000	1	$5.88	$23,520.00
2008	CS.DEVICEBP.SOLN	CrowdStrike Falcon Device Control	4000	1	$7.33	$29,320.00
2009	CS.TG.STD	CrowdStrike Threat Graph Standard	4000	1	$3.80	$15,200.00
2010	RR.HOS.ENT.ESTL	Essential Support	1	1	$13,479.00	$13,479.00

CLIN	Sku No.	Description/Service Name	Qty	Year	Unit Price	Extended Price
2011	NR.PSO.ENT.CRE	CrowdStrike University Training Credit	15	1	$525.15	$7,877.25
2012	RR.PSO.ENT.PASS	University LMS Subscription Customer Access Pass	10	1	$0.00	$0.00
Total Price Option Year Two						**$142,116.25**

B.4 Option Year Three

CLIN	Sku No.	Description/Service Name	Qty	Year	Unit Price	Extended Price
3001	CS.SPOTLT.SOLN	Falcon Spotlight	4000	1	$7.22	$28,880.00
3002	CS.EPPPREB.SOLN	Falcon Endpoint Protection	4000	1	$0.00	$0.00
3003	CS.PREVENT.SOLN	CrowdStrike Prevent	4000	1	$0.00	$0.00
3004	CS.INSIGHT.SOLN	CrowdStrike Insight	4000	1	$0.00	$0.00
3005	CS.DISC.SOLN	CrowdStrike Discover	4000	1	$5.45	$21,800.00
3006	CS.FALXBP.SOLN	CrowdStrike Falcon X	4000	1	$0.91	$3,640.00
3007	CS.OW.SVC	CrowdStrike Overwatch	4000	1	$6.06	$24,240.00
3008	CS.DEVICEBP.SOLN	CrowdStrike Falcon Device Control	4000	1	$7.55	$30,200.00
3009	CS.TG.STD	CrowdStrike Threat Graph Standard	4000	1	$3.91	$15,640.00
3010	RR.HOS.ENT.ESTL	Essential Support	1	1	$13,883.00	$13,883.00
3011	NR.PSO.ENT.CRE	CrowdStrike University Training Credit	15	1	$540.90	$8,113.50
3012	RR.PSO.ENT.PASS	University LMS Subscription Customer Access Pass	10	1	$0.00	$0.00
Total Price Option Year Three						**$146,396.50**

B.5 Option Year Four

CLIN	Sku No.	Description/Service Name	Qty	Year	Unit Price	Extended Price
4001	CS.SPOTLT.SOLN	Falcon Spotlight	4000	1	$7.44	$29,760.00
4002	CS.EPPPREB.SOLN	Falcon Endpoint Protection	4000	1	$0.00	$0.00
4003	CS.PREVENT.SOLN	CrowdStrike Prevent	4000	1	$0.00	$0.00
4004	CS.INSIGHT.SOLN	CrowdStrike Insight	4000	1	$0.00	$0.00
4005	CS.DISC.SOLN	CrowdStrike Discover	4000	1	$5.61	$22,440.00
4006	CS.FALXBP.SOLN	CrowdStrike Falcon X	4000	1	$0.94	$3,760.00
4007	CS.OW.SVC	CrowdStrike Overwatch	4000	1	$6.24	$24,960.00
4008	CS.DEVICEBP.SOLN	CrowdStrike Falcon Device Control	4000	1	$7.78	$31,120.00
4009	CS.TG.STD	CrowdStrike Threat Graph Standard	4000	1	$4.03	$16,120.00
4010	RR.HOS.ENT.ESTL	Essential Support	1	1	$14,299.00	$14,299.00
4011	NR.PSO.ENT.CRE	CrowdStrike University Training Credit	15	1	$557.12	$8,356.80
4012	RR.PSO.ENT.PASS	University LMS Subscription Customer Access Pass	10	1	$0.00	$0.00
Total Price Option Year Four						**$150,815.80**

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. <u>Commercial General Liability Insurance ("CGL")</u> - 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/distributer'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. <u>Automobile Liability Insurance</u> - 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. <u>Workers' Compensation Insurance</u> - 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. 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
200 I Street S.E. D.C. 20003
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 in the District.