

-GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1.REQUISITION NUMBER		PAGE 1 of 21							
2. TASK ORDER AGREEMENT NO.		3. Award/Effective Date		4. DCSS CONTRACT NUMBER		5. SOLICITATION NUMBER Doc834512		6. SOLICITATION ISSUE DATE June 18, 2026					
7. FOR SOLICITATION INFORMATION CONTACT: Email: tyanna.fenner@dc.gov		A. NAME Tyanna Fenner			B. TELEPHONE (No Collect Calls) (202) 618-4438		8.OFFER DUE DATE: June 23, 2026						
9. ISSUED BY Office of Contracting and Procurement 441 4 th Street, NW, Suite 330 South Washington, DC 20001				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input checked="" type="checkbox"/> D.C. Supply Schedule <input type="checkbox"/> GSA Federal Supply Schedule 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					
5. CONTRACTOR / OFFEROR				16. PAYMENT WILL BE MADE BY CODE									
15A DUNS NO. 15B TAX ID NO.				18. ADMINISTERED BY DC Department of Health Health Systems and Preparedness Administration 2201 Shannon Place, SE Washington, DC 20020									
17. DELIVER TO DC Department of Health Warehouse 3335 V St NE Washington, DC 20018				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				26. TOTAL AWARD (FOR GOVT. USE ONLY) \$									
19 ITEM NO.		20 SCHEDULE OF SUPPLIES/SERVICES			21 QUANTITY		22 UNIT		23 UNIT PRICE		24 AMOUNT		
0001		Portable Cellular Network System (Plum Enterprise or Equivalent)			2		Each		\$		\$		
0002		Outdoor Cellular Antenna Kit			2		Each		\$		\$		
0003		Indoor Cellular Antenna Kit			2		Each		\$		\$		
5.3.1 ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.								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 IDENTIFIED IN BLOCK 4. And the District's Standard Contract Provisions, dated July 2010					
29A. SIGNATURE OF OFFEROR /CONTRACTOR								28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: (1) CONTRACTOR'S PRICE PROPOSAL. THIS TASK ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE DC SUPPLY SCHEDULE CONTRACT IDENTIFIED IN BLOCK 4.					
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT)								29C. DATE SIGNED		30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) Tyanna Fenner Contracting Officer			
										30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Tyanna Fenner Contracting Officer			
										30C DATE SIGNED			

1 SCOPE OF SERVICES

The District of Columbia's Office of Contracting and Procurement (District), on behalf of the Health Systems and Preparedness Administration (HSPA) within the Department of Health (DC Health), is seeking a Contractor to provide a portable cellular network system capable of delivering resilient, high-speed communications in emergency response environments. The solution must include portable hardware kits. That can be rapidly deployed and activated at any location requiring immediate communications capability, including areas with damaged cellular infrastructure, remote or rural settings, and heavily congested urban networks. The selected solution must function as a fully portable, self-contained communications assets, enabling DC Health to establish or restore operational connectivity during emergency incidents, field deployments or planned events.

2 APPLICABLE DOCUMENTS

RESERVED

3 DEFINITIONS

RESERVED

4 BACKGROUND

- 4.1** HSPA's mission is to provide both regulatory oversight of emergency medical services within the District of Columbia, as well as to plan, implement, and direct public health emergency preparedness and response for the District. A critical infrastructure needed to conduct this mission is ensuring reliable, redundant, and rapidly deployable emergency communications. To support these operations, HSPA maintains resources that can be deployed to the field to establish or restore communications during emergencies, including portable emergency communications.
- 4.2** All of the Health Emergency Coordination Center's (HECC) resources operate off a secure Wi-Fi network for core functions including networking, file access and transfer, form access and submission, email communication, VOIP, and mobile phone operations. Continuity of Operations Planning (COOP) is a hallmark of emergency management, in which critical systems, such as communications, have redundancy and backup in the event of threats, restrictions, disruptions or failures. A primary system must have at least one deployable backup. The portable cellular network system will serve as the primary backup system to ensure continuity of HECC communications in such events.
- 4.3** Emergencies whether natural disasters, infrastructure failures, cyberattacks, infrastructure failures, or large-scale special events may overwhelm or physically impact the District's communications networks, to address these vulnerabilities, the portable cellular network system must leverage advance antenna technologies that allow it to maintain high-speed connectivity even under compromised conditions. Systems of this type use proprietary antenna arrays capable of receiving signals from extreme distances and sustaining connectivity from as far as 42 miles from cellular towers. The long-range capability enables operations in remote areas, locations with damaged or inoperable infrastructure, and dense

urban environments where network congestion can impede communication. These systems also broadcast robust, secure Wi-Fi networks with consistently higher upload and download speeds at distances up to 300 feet from the unit and often achieving up to four times the performance of standard portable communication tools. The system supports essential functions including high-speed connectivity, VOIP, cloud-based services, VPN access, and multiple configurable secure Wi-Fi networks. This system is used extensively by government agencies and emergency services, including FEMA, the U.S. Army, and the Coast Guard.

- 4.4** To meet HSPA's field deployment needs, the portable cellular network system must come in a self-contained kit for storage, mobility, and rapid deployment. The kit sought will be field-deployable, self-sufficient, and able to integrate into existing systems and operational workflows.

5 REQUIREMENTS

- 5.1** The Contractor shall provide two (2), Plum Enterprise™ or equivalent, mobile self-contained portable cellular network system kits that are field-deployable, self-sufficient, and able to integrate into existing systems and operational workflows and activated in locations with damaged cellular infrastructure, remote or rural settings, and heavily congested urban network.

- 5.1.1** The Contractor's portable cellular network system kit shall be a wheeled durable container with a closure that can be locked with a padlock style lock for security. All items of the kit must be able to fit in the container which will have internal commercial padding to prevent equipment damage during movement, and be waterproof, crushproof, and dustproof when closed.

- 5.1.2** The Contractor's portable cellular network kit will contain the following:

- 5.1.2.1** Gateway:

- 5.1.2.1.1** One (1) Cellular gateway

- 5.1.2.1.2** One (1) Multiple Input / Multiple Output (MIMO)

- 5.1.2.2** Antennas:

- 5.1.2.2.1** Fourteen (14) Signal boost antennas

- 5.1.2.2.2** One (1) Outdoor antenna

- 5.1.2.2.3** One (1) Indoor antenna

- 5.1.2.2.4** One (1) Lightning arrestor

- 5.1.2.2.5** Ten (10) Antenna connectors

- 5.1.2.2.6** One (1) RG58 cables

5.1.2.2.7 Two (2) Mounting brackets

5.1.2.3 Batteries:

5.1.2.3.1 One (1) Battery system to support at least 30 hours of operation

5.2 The Contractor shall provide two (2) antenna systems for indoor use and two (2) antenna systems outdoor use.

5.3 The Contractor's portable cellular network system shall have the capability to access cellular network towers up to forty-two (42) miles away in the event of primary cellular system failures, disruptions or restrictions.

5.4 The Contractor's portable cellular network system shall have the ability to use a specialized antenna array to connect to and amplify weak cellular signals across at least two independent cellular carriers, ensuring multi-carrier redundancy and enhanced resilience during emergency operations.

5.5 The Contractor's portable cellular network system shall support essential functions including high-speed connectivity, VOIP, cloud-based services, VPN access, and multiple configurable secure Wi-Fi networks.

6 PERIOD OF PERFORMANCE AND DELIVERABLES

6.1 TERM OF CONTRACT

The term of the contract shall be for a period of date of award through September 30, 2026.

6.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

RESERVED

6.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section 12 in accordance with the following:

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0001	Portable Cellular Network (Plum Enterprise (Section 5.1)	2	Freight Delivery to DC Health Warehouse (3335 V St NE)	June 30, 2026
0002	Outdoor Cellular Antenna Kit (Section 5.2)	2	Freight Delivery to DC Health Warehouse (3335 V St NE)	June 30, 2026

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0003	Indoor Cellular Antenna Kit (Section 5.2)	2	Freight Delivery to DC Health Warehouse (3335 V St NE)	June 30, 2026

6.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, the Contractor shall submit to the Contract Administrator, as a deliverable, the compliance report or a waiver of compliance with its final request for payment.

7 PACKAGING AND MARKING

7.1 The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment 16.1)

8 INSPECTION AND ACCEPTANCE

8.1 The inspection and acceptance requirements for this contract shall be governed by clause number shall be governed by clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment 16.1)

9 INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

9.1 METHOD OF AWARD

9.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

9.1.2 The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

9.2 PREPARATION AND SUBMISSION OF BIDS

9.2.1 This solicitation will be conducted electronically using the District's Ariba E-Sourcing system. To be considered, a bidder must submit its bid via the Ariba E-Sourcing system before the closing date and time. Paper, telephonic, telegraphic, and facsimile bids may not be accepted.

9.2.2 All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

- 9.2.3** The District will reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- 9.2.4** Bidders shall make no changes to the requirements set forth in the solicitation.
- 9.2.5** The bidder shall provide a valid copy of their current DCSS Contract or current DCSS contract modification in order to receive consideration for award. Failure to do so may result in a bid rejection.
- 9.2.6** The bidder shall complete, sign and submit its initial EEO form and all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.
- 9.2.7** The bidder must bid on all CLINs using a numerical value of zero (0) or higher, and submit a proposed price schedule narrative which details all cost elements for each CLIN, to be considered for this award. Failure to provide any of the following may result in a bid rejection: bid narrative, brand name or equal and descriptive literature. Failure to bid on all CLINs will render the bid non-responsive and disqualify a bid.

9.3 FAMILIARIZATION WITH CONDITIONS

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Bidders will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

9.4 BID SUBMISSION DATE AND TIME

Bids must be submitted into the District's E-Sourcing system no later than the closing date and time. The system will not allow late bids, modifications to bids, or requests for withdrawals after the exact closing date and time.

9.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid via the District's E-Sourcing system at any time before the closing date and time for receipt of bids.

9.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

9.6.1 Late Submissions

The District's E-Sourcing system will not accept late bids or modifications to bids after the closing date and time for receipt of bids.

9.6.2 Late Modifications

A late modification of a successful bid which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

9.7 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

9.8 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the question electronically via the District's E-Sourcing system's instructions. The prospective bidder should submit questions no later than three (3) days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than three (3) days before the date set for submission of bids. The District will furnish responses via the District's E-Sourcing system's messaging process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

9.9 BID PROTESTS

Any actual or prospective bidder or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

9.10 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. The District must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

9.11 SIGNING OF BIDS

- 9.11.1** The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or

other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

- 9.11.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation.

9.12 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

- 9.12.1** Name, address, telephone number and federal tax identification number of bidder;
- 9.12.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- 9.12.3** If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

9.13 BID OPENING

The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate.

9.14 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages to the CO. **Each certificate of insurance must identify the contract or solicitation number.**

9.15 GENERAL STANDARDS OF RESPONSIBILITY

- 9.15.1** To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;

- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, , D.C. Official Code § 2-219.01 *et seq.*, as amended;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

9.15.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

9.16 SPECIAL STANDARDS OF RESPONSIBILITY

RESERVED

9.17 PRE-BID CONFERENCE

RESERVED

9.18 BRAND NAME OR EQUAL

9.18.1 As used in this clause, the term “brand name” includes identification of products by make and model.

9.18.2 If items called for by this IFB have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the District to be equal in all material respects to the brand name products referenced in the IFB.

- 9.18.3** Unless the bidder clearly indicates in his bid that he is offering an “equal” product, his bid shall be considered as offering a brand name product referenced in the IFB.
- 9.18.4** If the bidder proposes to furnish an “equal” product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the IFB, or such product shall be otherwise clearly identified in the bid.
- 9.18.5** The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the purchasing authority. CAUTION TO BIDDERS: The District is not responsible for locating or securing any information which is not identified in the bid and not reasonably available to the District.
- 9.18.6** Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the District to (i) determine the product offered meets the requirements of the IFB, and (ii) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchasing by making an award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the District.
- 9.18.7** If the bidder proposes to modify a product so as to make it conform to the requirements of the IFB, it shall (i) include in its bid a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.
- 9.18.8** Modifications proposed after bid opening to make a product conform to a brand name product referenced in the IFB will not be considered.

9.19 REQUIREMENT FOR DESCRIPTIVE LITERATURE

- 9.19.1** Descriptive literature must be furnished as a part of a bid and must be received before the time set for opening bids. The literature furnished must be identified to show the items in the bid to which it pertains. The descriptive literature is required to establish, for the purpose of bid evaluation and award, details of the products the bidder proposes to furnish as to design, material, quality, construction, and performance characteristics.
- 9.19.2** Failure of descriptive literature to show that the product offered conforms to the specifications and other requirements of this invitation for bids may require rejection of the bid. Failure to furnish the descriptive literature by the time and date set for receipt of bids will require rejection of the bid, except that if the materials are transmitted by mail and received late, it may be considered under the provision for considering late bids, as set forth elsewhere in this invitation for bids. The CO may waive the requirement for furnishing descriptive literature if either of the following occurs:
- A. Bidder states in the bid that the product being offered is the same as a product previously or currently being furnished to the District; or

- B. The CO, on advice of technical personnel determines that the product offered by the bidder complies with the specification requirements of the current invitation for bids.

10 PRICE SCHEDULE – REQUIREMENTS

10.1 The District contemplates award of a firm fixed price contract in accordance with 27 DCMR, Chapter 24.

10.2 BASE PERIOD – DATE OF AWARD THOUGH SEPTEMBER 30, 2026

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
0001	Plum Enterprise Portable Communications Kit (C.5.1.1)		2	\$
0002	Outdoor Cellular Antenna Kit (C.5.2.2.1)		2	\$
0003	Indoor Cellular Antenna Kit (C.5.2.2.2)		2	\$
GRAND TOTAL: Base Period				\$

10.3 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 G.10. 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 twelve (12) months from the date of contract award.

- 10.4** The contractor shall provide a proposed price schedule narrative to include explanations and justifications of each of the contractor's cost elements. The information provided shall clearly and logically show the rationale and methodology used by the Contractor to arrive at the proposed bid totals for each cost element. For example, if the Contractor's proposed line-item total for direct costs is \$13,000, the contractor's narrative would include further detail and explanation to describe how the total of \$13,000 was derived; \$10,000.00 for two (2) computers and \$3,000 for office supplies.

10.5 NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. Code § 2-222.01 *et seq.*

- 10.5.1** Nonprofit organizations, as defined in the Act, shall include in their rates the indirect cost incurred in provision of goods or performance of services under this contract pursuant to the nonprofit organization does not have an unexpired NICRA, the nonprofit organization may elect to instead include in its rates its indirect costs:

- (1) As calculated using a *de minimis* rate of 10% of all direct costs under this contract.
- (2) By negotiating a new percentage indirect cost rate with the awarding agency.
- (3) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past 2 years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with B.7.2.
- (4) As calculated with a percentage rate and base amount, determined by a certified public accountant, as defined in the Act, using the nonprofit organization's audited financial statements from the immediately preceding fiscal year, pursuant to the OMB Uniform Guidance, and certified in writing by the certified public accountant.

- 10.5.2** If this contract is funded by a federal agency, indirect costs shall be consistent with the requirements for pass-through entities in 2 C.F.R. § 200.331, or any successor regulations.

- 10.5.3** The Contractor shall pay its subcontractors which are nonprofit organizations the same indirect cost rates as the nonprofit organization subcontractors would have received as a prime contractor.

11 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:

Tyanna Fenner
Contracting Officer
Office of Contracting and Procurement
441 4th St., NW, Suite 330S
Washington, DC 20001
Phone: (202) 618 - 4438
Email: tyanna.fenner@dc.gov

- 11.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 11.2 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.
- 11.3 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.

12 CONTRACT ADMINISTRATOR (CA)

- 12.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - a. 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;
 - b. Coordinating site entry for Contractor personnel, if applicable;
 - c. Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - d. 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
 - e. Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- 12.2 The address and telephone number of the CA is:

TBD

12.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

12.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

13 PAYMENT

13.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

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

13.3 PARTIAL PAYMENTS

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:

Payment will be made on completion and acceptance of CLINs 0001, 0002, and 0003 in accordance with the agreed upon delivery schedule; and

- c) Presentation of a properly executed invoice.

14 INVOICE SUBMITTAL

14.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>

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

- 14.3** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

15 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 affected 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.

B. INSURANCE REQUIREMENTS

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 and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, 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.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or its equivalent) to The Government of the District of Columbia
 - b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
 - c) A waiver of subrogation in favor of The Government of the District of Columbia
 - d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
 - e) Defense costs shall be in addition to and not erode the limits of liability
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 in connection with work under this agreement, with a minimum combined single limit of \$1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Contractor shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

- a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
- b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Defense costs shall be in addition to and not erode the limits of liability
- e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or its equivalent)

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.

The Workers Compensation and Employers Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
 - b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
 - c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.
4. Technology Liability, Media Liability and Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Contractor's operations or services with a limit of \$5,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Contractor on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.
 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. Limits may not be shared with other lines of coverage.
 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 of \$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 Government of the District of Columbia and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

7. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractors, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$50,000 per occurrence.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insured required of Contractor. Should the Contractor wish to propose different insurance requirements than outlined below, 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 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. In either instance, the Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. 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.

- E. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by The Government of 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.
- F. **LIABILITY.** These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the contractor's liability under this contract.
- G. **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 Government of the District of Columbia.
- H. **MEASURE OF PAYMENT.** The Government of the District of Columbia 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.
- I. **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 cancellation, non-renewal, or material

changes to the extent such cancellation or material changes results in Contractor no long complying with the above requirements. 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. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Contractor at least 30 days' notice of the change. Contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.

- J. **CERTIFICATES OF INSURANCE.** The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. Contractor is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia
Tyanna Fenner
Contracting Officer
Office of Contracting and Procurement
441 4th Street NW Suite 330S
Washington, DC 20001

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).

- K. **DISCLOSURE OF INFORMATION.** The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia 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.
- L. **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 better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. **WARRANTIES.** When applicable, the Contractor 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). CO should collect, review for accuracy, and maintain all warranties for goods and services.

16 ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference:

Attachment Number	Document
16.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov under Quick Links click on “Required Solicitation Documents”
16.2	U.S. Department of Labor Wage Determination 2015-4281, Revision No. 35, dated December 3, 2025
16.3	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85 available at available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents” (January 2026)
16.4	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
16.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
16.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
16.7	Revised First Source Employment Plan (if contract is \$300,000 or more) available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
16.8	Certificate of Clean Hands available at http://mytax.dc.gov
16.9	Business License available at https://dlcp.dc.gov , DC Department of Licensing and Consumer Protection
16.10	Past Performance Evaluation Forms available at www.ocp.dc.gov under Quick Links click on “Required Solicitation Documents”
16.11	Bidder/Offeror Certification Form available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
16.13	HIPAA Business Associate Agreement
16.14	BAA Exhibit A - Identity and Procedure Verification
16.15	Business Associate (BA) HIPAA Compliance Status Questionnaire
16.16	Certification of Insurance, based upon Insurance Requirements in Section 15
16.17	Notice of Prohibition of Sexual Harassment in the Workplace