

<b>REQUEST FOR TASK ORDER BID</b> <i>(THIS IS NOT AN ORDER)</i>		The Notice of Small Business Purchase Set-Aside on the reverse of this form <input type="checkbox"/> is <input checked="" type="checkbox"/> is not applicable.		PAGE OF PAGES	
				1	23
1. REQUEST NO. DOC# 614328	2. DATE ISSUED June 1, 2022	3. REQUEST/PURCHASE REQUEST NO.	4. COMMODITY GROUP AND CLASS N/A	RATING N/A	
5A. ISSUED BY  Office of Contracting and Procurement 441 4 <sup>th</sup> Street, Suite 330 South Washington, DC 20001			6. DELIVER BY (Date) N/A		
			7. DELIVERY  <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
5B. FOR INFORMATION CALL OR EMAIL:  <a href="mailto:edrica.taylor@dc.gov">edrica.taylor@dc.gov</a> (202)738-6149					
8. BIDDER'S NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP code)  D.C. Department for Hire Vehicles 2235 Shannon Place SE, Suite 3001 Washington, DC 20020		
8a. Contractor Tax ID #					
10. PLEASE FURNISH BID VIA PASS Ariba E-SOURCING TO THE ISSUING OFFICE ON OR BEFORE  <b>2:00 PM (June 14, 2022)</b>		11. BUSINESS CLASSIFICATION (Check appropriate boxes)  <input type="checkbox"/> OPEN MARKET <input type="checkbox"/> SMALL <input type="checkbox"/> LOCAL <input type="checkbox"/> DISADVANTAGED <input type="checkbox"/> RESIDENT-OWNED			
<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contracts for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.					
12. SCHEDULE (Include applicable Federal, State and local taxes)					
Contract Line Item No. (CLIN)	Item Description	Labor Rate	Estimated Quantity	Total Estimated Not-to-Exceed Price	
	The Contractor shall provide Marketing, Branding and Communication Support Services (See Attachment B)	(See Attachment B to this Document)			
Estimated Not-To Exceed Total Amount					
See Labor Hours					
14. NAME AND ADDRESS OF OFFEROR (Street, city, county, State and ZIP Code).		15. SIGNATURE OF PERSON AUTHORIZED TO SIGN TASK ORDER		16. DATE OF QUOTATION	
		17. NAME AND TITLE OF SIGNER (Type or print)		18. TELEPHONE NO. (Include area code)	
19. Name of Contracting Officer (Type or Print)		20. Signature of Contracting Officer (District of Columbia)		21. Award Date	
Government of the District of Columbia <span style="float: right;">Office of Contracting and Procurement</span>					

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Office of Contracting and Procurement**



**REQUEST FOR TASK ORDER BID**

**DISTRICT OF COLUMBIA SUPPLY SCHEDULE FOR  
MARKETING, MEDIA AND PUBLIC INFORMATION  
SCHEDULE CATEGORY**

**Solicitation No.: DOC# 614328**

**Caption: Communications and Social Media Support**

**Issuance Date: June 1, 2022**

**Due Date: June 14, 2022 at 2:00 p.m., Eastern Standard Time**

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The District of Columbia (District), Office of Contracting and Procurement (OCP), on behalf of the District of Columbia Department of For-Hire Vehicles (DFHV) seeks a contractor with communications and government social media management experience to provide support services assistance that shall include: (1) reinforce a positive image of DFHV; (2) educate the public about the agency's new regulatory authority over all for-hired vehicles, programs and services provided by the agency and; (3) to demonstrate DFHV support for innovation and creativity within the for-hire vehicle industry.

The task order bid should be prepared according to the instructions listed below:

**1. BID SUBMISSION REQUIREMENTS**

- 1.1 This solicitation will be conducted electronically using the District's Ariba E-Sourcing system. To be considered for an award, the bidder shall submit its bid via the Ariba E-Sourcing system before the closing date and time. Paper, telephonic, telegraphic and facsimile bids shall not be accepted.
- 1.2 PASS Supported Browsers include Microsoft Internet Explorer Version 11, IE 10 (32 bit), 9 (32 bit), 8, 7 and 6. PASS also supports Mozilla Firefox, Google Chrome, and Apple Safari browsers.
- 1.3 All attachments shall be submitted as a Portable Document File (pdf). 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.

- 1.4 The District shall reject as non-responsive any bid that fails to conform in any material respect to this Request for Task Order Bid (RFTOB), Attachment A, Section C.5 and Attachment B.
- 1.5 The District also shall reject, as non-responsive, any bid submitted on forms not included in or required by the solicitation. Offerors shall not make any changes to the requirements set forth in this solicitation or amendments to the solicitation.
- 1.6 The Bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify the Bidder.
- 1.7 To be considered responsive and responsible, the bidder must provide supporting documentation to validate its qualifications, skills and experiences as required in Attachment A, Requirements, Section C.5.6.
- 1.8 The Bidder shall provide a copy of their DCSS contract that and include the current contract term and the adopted ceiling pricing.
- 1.9 The Offeror shall title its submission “Marketing, Branding and Communications Campaign Support for DFHV”.
- 1.10 The bidder shall complete, sign and submit its initial First Source Employment Plan and all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.
- 1.11 The Bidder shall submit a Clean Hands Certificate provided by the Office of Tax and Revenue.

## **2. SUBCONTRACTING PLAN (if applicable)**

A Subcontracting Plan form is available at <http://ocp.dc.gov>. Go to quick links at the bottom of the page and then click on “Required Solicitation Documents”.

## **3. PRICE BID/QUOTE GUIDELINES**

### **Price (no page limit)**

The price bid shall include the total-fixed amount, cover all the requirements set forth in the statement of work and shall be in accordance with Tables 1 and 2 (See Attachment B)

Unless otherwise directed, in writing, the Schedule B Price Schedule shall at a minimum include:

1. Completed Price Schedule in Attachment B for the Base Period and four Options Periods;
2. Copy of price bid in both PDF and MS Excel Formats; and

3. Copy of Offeror's DC Supply Schedule Contract including Price Module/Schedule.

**4. BID/QUOTE SUBMISSION DATE**

Bid must be submitted into the District's E-Sourcing system no later than **2 PM EST, Wednesday, June 14, 2022**. The system will not allow late bids/quotes, modifications to bids/quote, or requests for withdrawals after the closing date and time.

**5. CONTRACT TYPE**

The ensuing contract shall be an Indefinite Delivery-Indefinite Quantity (IDIQ) Contract, with fixed labor hour rates for the services outlined in Section C effective throughout the term of the contract.

**6. QUESTIONS**

If a Bidder has any questions relating to this RFTOB, the prospective Bidder shall submit the question electronically via email to: [edrica.taylor@dc.gov](mailto:edrica.taylor@dc.gov) and copy the contracting officer, [yvette.henry@dc.gov](mailto:yvette.henry@dc.gov) no later than ten days prior to the date for submission of proposals. The District may not consider any questions received after that date. The District will furnish responses via email. An amendment to the RFTOB will be issued if the District decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

**7. CONTRACT OFFICER (CO)**

The Task Orders will be entered into and signed on behalf of the District only by Contracting Officers. The contact information for the Contracting Officer (CO) is:

Yvette Henry, CPPB  
Supervisory Contracting Officer  
Office of Contracting and Procurement  
Government Operations Cluster  
441 4th Street, NW, Ste 330  
Washington, DC 20001  
Telephone: (202) 724-4792  
E-mail: [yvette.henry@dc.gov](mailto:yvette.henry@dc.gov)

**8. 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. 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.

## **10. LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

### **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.

### **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.

## **11. 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.

## **12. ACKNOWLEDGMENT OF AMENDMENTS**

The Bidder shall acknowledge receipt of any amendment to this solicitation by: (a) signing and returning the amendment; or (b) by identifying the amendment number and date in their bid to the District. The District must receive the acknowledgment by the date and time specified for receipt of bids. Offeror's failure to acknowledge an amendment may result in rejection of the bid.

## **13. SIGNING OF BIDS**

The Contractor shall sign the bid and print or type its name on the Solicitation, Bid 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.

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.

## **14. BIDS WITH OPTION YEARS**

The Bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

**15. LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

Name, address, telephone number and federal tax identification number of bidder;

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

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.

**16. BID OPENING**

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

**17. 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 (COI) must identify the contract number or solicitation number. (See requirements in Attachment A, Section C.5.15).

**18. EVALUATION FOR AWARD**

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.

The District intends to award a single contract resulting from this solicitation to the responsive and responsible Bidder who has the lowest bid price, excluding the other direct cost reimbursement ceiling.

**19. ATTACHMENTS**

1. Attachment A – Specifications and Work Statement
2. Attachment B – Price Schedule B
3. Attachment C - Bidder/Offeror Form
4. Attachment D – Standard Contract Provisions

## **ATTACHMENT A**

### **SECTION C: SPECIFICATIONS AND WORK STATEMENT**

#### **C.1 SCOPE OF WORK**

The District of Columbia (District) Office of Contracting and Procurement (OCP) on behalf of the Department of For-Hire Vehicles (DFHV) has a need for a contractor to provide communications and social media support: (1) to reinforce a positive image of the DFHV and promote its programs to residents in all 8 wards; (2) to educate the public about the agency’s regulatory authority over all for-hire vehicles, programs, and services provided by the agency and; (3) to demonstrate DFHV support for innovation and creativity within the for-hire vehicle industry; (4) to promote DFHV’s various programs to the public and to provide outreach and public engagement support for DFHV programs including but not limited to Transport DC (TDC), DC Neighborhood Connect (DCNC), VetRides and DC SchoolConnect (DCSC).

#### **C.2 APPLICABLE DOCUMENTS**

N/A

#### **C.3 DEFINITIONS**

- C.3.1 Creative Elements – these are graphic and written elements that can be used for digital and print to illustrate points both visually and in writing for social media, newsletters, the website, and marketing campaigns.
- C.3.2 Transport DC (TDC) - Transport DC is an alternative transportation service for MetroAccess customers. Transport DC provides taxicab rides to and from any location within the DC borders.
- C.3.3. DC Neighborhood Connect (DCNC) - DC Neighborhood Connect is an on-demand shared-ride shuttle service that operates in three service zones including parts or wards 1, 4, 5, 6, and 8.
- C.3.4 DC School Connect (DCSC) – Serves about 24 schools in wards 7 and 8 to provide rides for children to and from schools.
- C.3.5 VetsRide – An on-demand shared ride service for DC’s veterans
- C.3.6 Return on investment (ROI)- Communications messaging and tools/platforms should show that the messages are reaching the desired audiences shown by using measurable metrics and analytics.

## **C.4 BACKGROUND**

- C.4.1** On June 28, 2016, the District Transportation Reorganization Amendment Act became and reorganized the District of Columbia Taxicab Commission into DFHV. The mission of DFHV is to protect the public interest by regulating the vehicle-for-hire industry to allow the citizens and visitors of the District of Columbia have safe, affordable, and accessible transportation options. As the industry and public preferences for transportation have evolved, DFHV has transformed from a legacy regulator into an agency that is highly regarded for innovation and excellent customer experiences.
- C.4.2** DFHV manages the regulatory relationships of the following: taxicab and limousine companies; ride sharing companies; for-hire vehicle dispatch companies; insurance companies; Payment Service Providers (“PSPs” aka credit card processors); and equipment manufacturers and providers (i.e., dome lights, meter, and payment systems). Informing consumers and stakeholders of these responsibilities as well as the how services and programs impact the public is crucial to the successful administration and operations of the agency.
- C.4.3** DFHV manages several programs such as Transport DC (TDC), VetsRide, DC Neighborhood Connect, DC SchoolConnect, and other programs that serve traditionally underrepresented markets; over millions of dollars in grants have supported expanding economic opportunities while expanding services for residents across our city.

## **C.5 CONTRACTOR REQUIREMENTS**

Specific requirements to be performed by the contractor as follows:

- C.5.1** The contractor shall develop a strategy and design for a research methodology to assess DFHV and its associated programs.
- C.5.2** The contractor shall develop marketing, outreach, and social media campaigns with supportive written and visual copy for various programs including but not limited to TDC, DCSC and DCNC.
- C.5.3** The contractor shall provide evaluation and metric tools to measure campaign success.
- C.5.4** The contractor shall develop and produce creative elements to support DFHV’s brand identity, messaging, and promotions.
- C.5.4.1** The contractor shall develop, and print marketing materials to support campaigns focused on aligning the DFHV and DC Government branding that promote positive aspects of the vehicle-for-hire industry.

- C.5.4.2** The contractor shall build brand awareness by focusing on the specific key audiences for agency programs and services that benefit District residents and the for hire-industry.
- C.5.4.3** With agency oversight, the contractor shall follow DFHV and DC government policies, to develop agency messaging to support campaigns, including social media messaging, and email newsletter copy to support campaigns. All messages must be approved appropriately.
- C.5.4.4** The contractor shall develop a strategic outreach and strategy for DFHV’s portfolio of programs, to include success metrics and a tracking mechanism. Including reviewing email lists, email newsletters, social media, and other communications tools.
- C.5.4.5** The contractor shall develop and execute a plan to engage citizens on various platforms including email, text messaging, social media, and traditional media for input on regulations that impact the for-hire riding experience. The contractor shall also develop an outreach plan for programs including DCSC and DCNC.
- C.5.4.6** The contractor shall provide consultation to the CA/Public Information Officer (PIO) for eliciting media opportunities and pursuing media coverage.
- C.5.4.7** The contractor shall review previous media buys, social media analytics, email lists, and messaging, and provide actionable recommendations to increase the return on investment for future campaigns and reaching the target audiences.
- C.5.4.8** The contractor shall continuously work in concert during the term of the contract with DFHV Public Information Officer and Program Managers to ensure selected campaigns fully align with other agency branding efforts.
- C.5.4.9** The contractor shall be able to provide marketing materials in other languages to include Spanish and Braille.
- C.5.4.10** The contractor shall be willing to provide on-site community outreach and engagement support at various local events in support of DFHV’s programs.
- C.5.4.11** The contractor shall attend a Kick-Off meeting with DFHV within five days after contract award and a date agreed upon by the CA and contractor unless otherwise changed by the Contract Administrator (CA).

### **C.5.5 CONTRACTOR’S QUALIFICATIONS**

The contractor’s responsive to following will assist the District in assessing the contractor’s responsiveness and responsibility determination:

- C.5.5.1** The contractor shall demonstrate a minimum of five years of experience in providing audience identification, social media management, public relations, marketing, and public engagement or outreach. Experience working with historically underrepresented groups is preferred
- C.5.5.2** The contractor shall demonstrate its knowledge of DFHV and DC government branding and marketing concepts.
- C.5.5.3** The contractor shall demonstrate its knowledge of DC government communications processes.
- C.5.5.4** Experience in marketing or public engagement for local and/or federal government agencies or providers. Experience working in transportation, urban planning, or environmental planning preferred.

### **C.5.6 TERM OF THE TASK ORDER**

The term of the task order shall be one year from the date of award.

#### **C.5.6.1 OPTION TO EXTEND THE TERM OF THE TASK ORDER**

The District may extend the term of this contract for a period of up to four, (1) 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) calendar 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) calendar day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

The price for the option period shall be as specified in Attachment B of the contract.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**C.5.7 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 6 in accordance with the following:

ITEM	Deliverable	Quantity	Format/Method of Delivery	Due Date
1	Kick Off Meeting	1	In Person Attendance	Five (5) business days after award
2	Communications program strategy with actionable recommendations and guidance on the various media platforms to achieve objectives	1	TBD	Ongoing
3	Project plans with milestones and timelines to implement outreach/marketing and social media for programs	1	TBD	Ongoing
4	Social media, digital, and traditional media campaigns consistent with the agreed upon strategy	1	TBD	Ongoing
5	Report showing social media, email, and outreach report using measurable analytics to show effectiveness of communication and outreach campaigns	1	TBD	Ongoing
6	Tactical road map for ongoing public engagement and outreach efforts, to further educate the public, DFHV customers, and other stakeholders	1	TBD	Ongoing

**C.5.8 ORDERING CLAUSE**

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

All purchase orders are subject to the terms and conditions of this contract. In the event of a conflict between a purchase order and this contract, the contract shall control.

Orders may be issued by facsimile or by electronic commerce methods.

### **C.5.9 COMPENSATION AND PAYMENT**

The District will make payments in accordance with the terms of the Task Order upon the submission of proper invoices or vouchers less any discounts, allowances or adjustments provided for in this Task Order. The Contractor shall provide all back up documentation to support the total invoiced amount. The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

### **C.5.10 OTHER DIRECT COST**

Other Direct Costs (ODC) associated with this requirement will be paid to the contractor on a cost reimbursable basis and must be pre-approved by the CA prior to purchase or service. The Contractor shall get the pre-approval in writing from the CA and submit the written pre-approval along with the invoice for reimbursement. The annual ceiling is \$110,000.00.

### **C.5.11 COST REIMBURSEMENT CEILING**

The costs of performing the cost reimbursable elements, other direct costs, under this task order contract will be paid to the contractor on a cost reimbursable ceiling specified in C.5.10 above.

The contractor agrees to use its best efforts to perform the work specified in in this task order contract and to meet all of its cost reimbursable obligations under this task order contract within the cost reimbursable ceiling.

The contractor must notify the CO, in writing whenever it has reason to believe that the total cost for the performance of cost reimbursable elements of this task order contract will be either greater or substantially less than the cost reimbursement ceiling.

As part of the notification, the contractor must provide the CO a revised estimate of the total cost of performing cost reimbursable elements to this task order contract.

The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section C.5.10 and the Contractor is not obligated to continue performance under this task order contract (including actions under the Termination Clauses of this task order contract) or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section C.5.10, until the CO notifies the contractor, in writing that the estimated cost has been increased and provides a revised cost reimbursement ceiling for performing the task order contract.

No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specific notice, the District is not obligated to reimburse the contractor for any costs

in excess of the costs reimbursement ceiling, whether such costs were incurred during the task order contract performance or as a result of termination.

If any cost reimbursement ceiling specified in Section C.5.10 is increased, any costs the contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

A changed order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section C.5.10 unless the change order specifically increases the cost reimbursement ceiling.

Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules pursuant to Title VI of the D. C. Procurement Practices Act of 1985 shall be reimbursable.

#### **C.5.12 INVOICE SUBMITTAL**

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

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.

#### **C.5.13 CONTRACT OFFICER (CO)**

The Task Orders will be entered into and signed on behalf of the District only by Contracting Officers. The contact information for the Contracting Officer (CO) is:

Yvette Henry, CPPB  
Supervisory Contract Specialist  
Contracting Officer  
Office of Contracting and Procurement  
District of Columbia Government  
441 4<sup>th</sup> Street, N.W., Suite 300 South  
Washington, DC 20001  
Telephone: (202) 724-4792  
Email: [yvette.henry@dc.gov](mailto:yvette.henry@dc.gov)

##### **C.5.13.1 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

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

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.

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.

#### **C.5.14 CONTRACT ADMINSTRATOR (CA)**

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:

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;

Coordinating site entry for Contractor personnel, if applicable;

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;

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

Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

#### **Contact Information for the CA is:**

TBD

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.

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.

#### **C.5.15 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. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and 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 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 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.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) 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 insured 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 Contractor 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.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. 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.
5. All insurance required by paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

6. 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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
7. 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.
8. 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) \$2,000,000 per occurrence and \$2,000,000 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 via mail and email to:

Yvette Henry  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Suite 700 South  
Washington, DC 20001  
[yvette.henry@dc.gov](mailto:yvette.henry@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).

#### **C.5.16 INCORPORATE DOCUMENTS AND ORDER OF PRECEDECE**

**C.5.16.1** The following documents are incorporated by reference into the Task Order Agreement. In the event of an inconsistency among the provisions of this Task Order Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. The Task Order Agreement
2. Standard Contract Provisions
3. The Contractor’s Bid Response
4. Request for Task Order Bids and Amendments to the Request for Task Order Bids
5. The Bidder’s DC Supply Schedule Contract

#### **C.5.17 SPECIAL PROVISIONS RELATED TO COVID-19**

**C.5.17.1** Contractors who provide goods or perform services in person in District of Columbia facilities or worksites (“On-site Contractors”) shall ensure that each of their employees, agents, subcontractors, and supervised volunteers have been either (i) fully vaccinated against COVID-19 (as defined herein) or (ii) have been granted one of the exemptions identified below, are undergoing weekly COVID-19 testing, and only reporting to the District workplace when such test result is negative.

**C.5.17.2** Except as provided in C.5.17.3, On-site Contractors may grant to their employees, agents, subcontractors, and supervised volunteers the following exemptions from vaccination against COVID-19:

- a. Persons who object in good faith and in writing that the person’s vaccination would violate their sincerely held religious beliefs and the granting of the religious exemption would not impose an undue burden consistent with federal law;
- b. Persons who have obtained and submitted written certification from a physician or other licensed health professional who may order an immunization, that being fully vaccinated is medically inadvisable as a result of the person’s medical condition. If such condition is temporary, a medical exemption may only be granted until the date on which taking the vaccine would no longer be medically inadvisable; or
- c. Persons who agree to be tested weekly for COVID-19 and provide a negative COVID-19 test result on a weekly basis.

**C.5.17.3** On-site Contractors may only grant to their employees, agents, subcontractors, and supervised volunteers who work in (i) a public, public charter, independent,

private, or parochial school in the District, or (ii) a childcare facility regulated by the Office of the State Superintendent of Education, the exemptions described in C.5.17.2(a) and (b) and shall not grant those persons the exemption described in C.5.17.2(c).

- C.5.17.4** On-site Contractors shall require their employees, agents, subcontractors, and supervised volunteers who have received one of the exemptions under C.5.17.2 to wear a mask in the District facility or workplace and to provide the On-site Contractor with a negative COVID-19 test result on a weekly basis in order to report to work at the District facility or workplace.
- C.5.17.5** The District may request a certification of compliance with this provision, proof of vaccination status, exemption documentation, and/or COVID-19 test results from On-site Contractors.
- C.5.17.6** An On-site Contractor may impose stricter masking, vaccination, or testing requirements on their employees, agents, subcontractors, and supervised volunteers.
- C.5.17.7** For purposes of this provision, “fully vaccinated” means a person has received all vaccines and boosters recommended by the CDC.
- C.5.17.8** The Contractor is required to comply with City Administrator’s Order 2022-3, Mask Requirements Inside Certain District Government Buildings and Offices, dated April 14, 2022, and all substantially similar mask requirements including any modifications to the Order, unless and until they are rescinded.

**ATTACHMENT B****SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

**B.0** The District of Columbia (District), Office of Contracting and Procurement (OCP), on behalf of the District of Columbia Department of For-Hire Vehicles (DFHV) seeks a contractor with marketing, branding and communications experience. Support services to be provided shall include: (1) reinforce a positive brand image of DFHV; (2) educate the public about the agency's new regulatory authority over all for-hired vehicles, programs and services provided by the agency and; (3) to demonstrate DFHV support for innovation and creativity within the for-hire vehicle industry.

**B.1 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ)**

**B.1.1** This is an Indefinite Delivery-Indefinite Quantity (IDIQ) Task Order, with fixed rates and a cost reimbursement component for services specified in Section and effective for the term of the contract in Section

**B.1.2** For each IDIQ Task Order awarded, the minimum guaranteed Contract amount for the Base Period and for each Option Period is \$1000.00.

**B.1.3** Delivery of performance under the CLINS 0001 to 0005 shall be made only as authorized by Task Orders or Delivery Orders issued in accordance with the Ordering Clause at Section C.5.8. There is no limit on the number of orders that may be issued. There is no guarantee on the number of orders that the successful contractor will receive or the amount of money beyond the minimum order guaranteed set forth in Section B.1.2 above.

**B.2 PRICE SCHEDULE****B.2.1 BASE PERIOD (One year from date of Award)**

Contract Line Item (CLIN)	Labor Category	Rate Per Hour	Minimum Hours	Minimum Total Price	Maximum Hours	Maximum Not-to-Exceed Extend Price
0001	Project Director		1		50	
0002	Account Executive		1		200	
0003	Communication Specialist		1		150	
0004	Event Expert		1		200	
0005	Graphic Director		1		200	
0006	Other Direct Cost Ceiling (Estimated)					\$110,000.00
<b>TOTAL MINIMUM AND MAXIMUM OVERALL PRICE</b>						

**B.2.2 OPTION PERIOD ONE**

Contract Line Item (CLIN)	Labor Category	Rate Per Hour	Minimum Hours	Minimum Total Price	Maximum Hours	Maximum Not-to-Exceed Extend Price
1001	Project Director		1		50	
1002	Account Executive		1		200	
1003	Communication Specialist		1		150	
1004	Event Expert		1		200	
1005	Graphic Director		1		200	
1006	Other Direct Cost Ceiling (Estimated)					\$110,000.00
<b>TOTAL MINIMUM AND MAXIMUM OVERALL PRICE</b>						

**B.2.3 OPTION PERIOD TWO**

Contract Line Item (CLIN)	Labor Category	Rate Per Hour	Minimum Hours	Minimum Total Price	Maximum Hours	Maximum Not-to-Exceed Extend Price
2001	Project Director		1		50	
2002	Account Executive		1		200	
2003	Communication Specialist		1		150	
2004	Event Expert		1		200	
2005	Graphic Director		1		200	
2006	Other Direct Cost Reimbursement Ceiling					\$110,000.00
<b>TOTAL MINIMUM AND MAXIMUM OVERALL PRICE</b>						

**B.2.4 OPTION PERIOD THREE**

Contract Line Item (CLIN)	Labor Category	Rate Per Hour	Minimum Hours	Minimum Total Price	Maximum Hours	Maximum Not-to-Exceed Extend Price
3001	Project Director		1		50	
3002	Account Executive		1		200	
3003	Communication Specialist		1		150	
2004	Event Expert		1		200	
3005	Graphic Director		1		200	

3006	Other Direct Cost Reimbursement Ceiling					\$110,000.00
<b>TOTAL MINIMUM AND MAXIMUM OVERALL PRICE</b>						

**B2.5 OPTION PERIOD FOUR**

Contract Line Item (CLIN)	Labor Category	Rate Per Hour	Minimum Hours	Minimum Total Price	Maximum Hours	Maximum Not-to-Exceed Extend Price
4001	Project Director		1		50	
4002	Account Executive		1		200	
4003	Communication Specialist		1		150	
4004	Event Expert		1		200	
4005	Graphic Director		1		200	
2006	Other Direct Cost Reimbursement Ceiling					\$110,000.00
<b>TOTAL MINIMUM AND MAXIMUM OVERALL PRICE</b>						