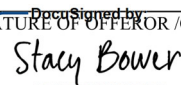


GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER RK220918		PAGE 1 of 10			
2. TASK ORDER AGREEMENT NO. CW102915		3. Award/Effective Date See Block 16c.		4. CONTRACT NUMBER		5. SOLICITATION NUMBER Doc627525			
7. FOR SOLICITATION INFORMATION CONTACT Email: ivan.thomas1@dc.gov		A. NAME Ivan Thomas		B. TELEPHONE (No Collect Calls) (202) 548-3810		8. OFFER DUE DATE: 09/20/2022			
9. ISSUED BY Office of Contracting and Procurement Information Technology Group 441 4TH Street, N.W., Suite 330 South Washington, D.C. 20001			10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input type="checkbox"/> DCSS 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 Net 30 days		
5. CONTRACTOR / OFFEROR EPlus Technology, inc. 13595 Dulles Technology Drive, Herndon, VA 20171			16. PAYMENT WILL BE MADE BY CODE Office of the Chief Technology Officer/Accounts Payable 200 I Street, S.E., Washington, D.C. 20003 www.vendorportal.dc.gov						
15A DUNS NO. 15B TAX ID NO.			17. DELIVER TO Office of the Chief Technology Officer Attn: Suneel Cherukuri 200 I Street, S.E., 5th Floor Washington, D.C. 20003						
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN THE OFFER <input type="checkbox"/>			18. ADMINISTERED BY Office of the Chief Technology Officer 200 I Street, S.E., 5th Floor Washington, D.C. 20003						
18B. SUBMIT INVOICES TO THE ADDRESS SHOWN IN BLOCK 16 UNLESS THE BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19 ITEM NO.		20 SCHEDULE OF SUPPLIES/SERVICES			21 QUANTITY		22 UNIT	23 UNIT PRICE	24 AMOUNT
0001 Through 0002		Tenable Exposure Vulnerability Management Platform			1		Lot	-----	\$159,983.97
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.					26. TOTAL AWARD (FOR GOVT. USE ONLY) \$159,983.97				
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. THE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE DC SUPPLY SCHEDULE CONTRACT, FEDERAL SUPPLY SCHEDULE CONTRACT OR COOPERATIVE AGREEMENT IDENTIFIED IN BLOCK 4.					28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: (1) CONTRACTOR'S Technical proposal THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE DC SUPPLY SCHEDULE CONTRACT, FEDERAL SUPPLY SCHEDULE CONTRACT OR COOPERATIVE AGREEMENT IDENTIFIED IN BLOCK 4.				
29A. SIGNATURE OF OFFEROR /CONTRACTOR  1371EE9A197042D...					30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) Brenda Allen Digitally signed by Brenda Allen Date: 2022.10.07 09:40:36 -04'00'				
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Senior Contracts Negotiator			29C. DATE SIGNED 10/7/2022		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Brenda Allen Contracting Officer			30C. DATE SIGNED	

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1. SERVICES REQUIRED

The Government of the District of Columbia, through the Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (OCTO) and Citywide Information Security(CWITS), seeks a contractor to procure a Tenable Exposure Vulnerability Management Platform to replace an existing tool set.

2. CONTRACT NUMBER

CW

3. TASK ORDER NUMBER

CW102915

4. TERM OF CONTRACT

The period of performance shall be October 1, 2022 through September 30, 2023.

4.1 OPTION TO EXTEND THE TERM OF THE CONTRACT

The District may extend the term of this contract for **one** option period, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the contract.

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

4.3 The price for the option period(s) shall be as specified in Section B of the contract. The total duration of this contract, including the exercise of any options under this clause, shall not exceed **two** years.

5. CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The name, address, and telephone number of the Contracting Officer for this task order is:

Brenda Allen, Supervisory, Contract Specialist
Office of Contracting and Procurement
Office of the Chief Technology Officer
The District of Columbia Government
Cell: (202) 251-2780
Email: brenda.allen@dc.gov

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

5.2 The Contractor shall not comply with any order, directive, or request that changes or modifies the requirements of this contract unless issued in writing and signed by the CO.

5.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and with no adjustment.

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6. CONTRACT ADMINISTRATOR (CA)

The CA is responsible for the technical administration of the contract and advises the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, for ensuring that the work conforms to the requirements of this contract, and such other responsibilities and authorities as may be specified in writing by the Contracting Officer. The CA for this task order is:

Suneel Cherukuri
Chief Information Security Officer
200 I Street S.E 4th Floor
Washington, DC 20003
202-741-5008
suneel.cherukuri@dc.gov

6.1 It is understood and agreed that the CA shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.

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

7. INVOICE PAYMENT

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

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

8. INVOICE SUBMITTAL

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

8.1 The Contractor shall submit payment requests in electronic format through the DC Vendor Portal www.vendorportal.dc.gov by selecting the applicable purchase order number which is listed on the Contractor's profile.

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

9. INSURANCE

A. GENERAL REQUIREMENTS:

The Contractor, at its sole expense, shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO, giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk

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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.

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 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 effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the 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 the Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

The contractor/vendor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

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

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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 a minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury, \$500,000 per employee for disease, and \$500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of the Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by the 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, the 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.
5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance, or reinsurance maintained by the District, and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

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

The Government of the District of Columbia

And mailed to the attention of:

Ivan Thomas/Office of Contract and Procurement

200 I Street S.E. D.C. 20003

202.548.3810

Ivan.Thomas1@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.

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- J. CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

- 10. ORDER OF PRECEDENCE.** The contract awarded as a result of this GSA will contain the following clause:

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

1. An applicable Court Order, if any
2. Contract document
3. Standard Contract Provisions
4. Contract attachments other than the Standard Contract Provisions
5. RFTOP, as amended
6. Proposal

11. ATTACHMENTS

11.1 Attachment A – Statement of Work

11.2 Attachment B - Price Schedule

Task Order No. CW102915**ATTACHMENT A****A.1 SCOPE:**

The Government of the District of Columbia, through the Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (OCTO) and Citywide Information Security(CWITS), seeks a contractor to procure a Tenable Exposure Vulnerability Management Platform to replace an existing tool set.

A.2 APPLICABLE DOCUMENTS

N/A

A.3 DEFINITIONS

N/A

A.4 BACKGROUND

CWITS is responsible for network and application security assessments as part of routine operational on-demand vulnerability assessments and scheduled security assessments on a quarterly basis to ensure the enterprise systems are protected. The current platform does not meet the program's continuous monitoring requirements and vulnerability prioritization.

A.5 REQUIREMENTS**A.5.1** The Contractor shall provide the following:

Line #	SKU	Product Description	QTY/each
1	TIO-EP	TENABLE EXPOSURE PLATFORM INCLUDING TIO+ SECURITY+ WEB APP SCANNING Line Note: Assets: 14000	1
2	SVC-TIO-QS20-RMT	Quick Start Deploy Remote for Tenable.io	1

A.5.2 The Contractor shall be an authorized reseller.**A.5.3** The Contractor shall provide an online portal access key.

A.5.4 The Contractor shall provide only the most current models, components, and accessories in new, fully operational, factory sealed condition, with all applicable licenses. The Contractor warrants and represents that the equipment is eligible for the manufacturer's normal and extended warranty and support within the United States to Authorized Users. Previously owned, damaged, refurbished, remanufactured, counterfeit, "gray market," or substitute third-party items will not be accepted. The Contractor shall provide its authorized reseller agreement or certification directly provided by Tenable Security (the manufacturer).

Task Order No. CW102915**A.6 Deliverables**

A.6.1 The Contractor shall deliver all items listed under “Attachment B” (Price Schedule).

A.6.2 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 11 in accordance with the following:

Item No.	Deliverable	Quantity	Format/Method of Delivery	Due Date
0001	Access key to tenable exposure online portal	1	Email to CA	Within 2 weeks from the date of award

For all equipment deliveries, please send all shipments to the following address and contact person(s):

200 I St. SE, Washington, DC 20003, 4th Floor
Contact persons: Suneel Cherukuri

All shipments for this order be specially labeled with the word “OCTO-Citywide IT Security”.

Task Order No. CW102915**ATTACHMENT B: PRICE SCHEDULE: FIRM FIXED PRICE**

B.1 The Government of the District of Columbia, through the Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (OCTO) and Citywide Information Security(CWITS), seeks a contractor to procure a Tenable Exposure Vulnerability Management Platform to replace an existing tool set.

B.2 The District contemplates award of Firm Fix-Fee contract in accordance with 27 DCMR Chapter 24.

B.3 PRICE SCHEDULE**B.3.1 Base Period October 1, 2022 through September 30, 2023**

Contract Line-Item Number (CLIN)	SKU	Item Description	Quantity	Total Price
0001	TIO-EP	TENABLE EXPOSURE PLATFORM INCLUDING TIO+ SECURITY+ WEB APP SCANNING Line Note: Assets: 14000	1	\$154,210.56
0002	SVC-TIO-QS20-RMT	Quick Start Deploy Remote for Tenable.io	1	\$5,773.41
		Base year total		\$159,983.97

B.3.2 Option Year 1 October 1, 2023 through September 30, 2024

Contract Line-Item Number (CLIN)	SKU	Item Description	Quantity	Total Price
1001	TIO-EP	TENABLE EXPOSURE PLATFORM INCLUDING TIO+ SECURITY+ WEB APP SCANNING Line Note: Assets: 14000	1	\$165,005.29
1002	SVC-TIO-QS20-RMT	Quick Start Deploy Remote for Tenable.io	1	N/A
		Option Year 1 total		\$169,005.29

B.3.3 Option Year Two October 1, 2023 through September 30, 2024

Contract Line-Item Number (CLIN)	SKU	Item Description	Quantity	Total Price
2001	TIO-EP	TENABLE EXPOSURE PLATFORM INCLUDING TIO+ SECURITY+ WEB APP SCANNING Line Note: Assets: 14000	1	\$176,555.66

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2002	SVC-TIO-QS20-RMT	Quick Start Deploy Remote for Tenable.io	1	N/A
		Option Year Two total		\$176,555.66

B.3.4 Option Year Three October 1, 2024 through September 30, 2025

Contract Line-Item Number (CLIN)	SKU	Item Description	Quantity	Total Price
3001	TIO-EP	TENABLE EXPOSURE PLATFORM INCLUDING TIO+ SECURITY+ WEB APP SCANNING Line Note: Assets: 14000	1	\$188,914.55
3002	SVC-TIO-QS20-RMT	Quick Start Deploy Remote for Tenable.io	1	N/A
		Option Year Three total		\$188,914.55

B.3.5 Option Year Four October 1, 2025 through September 30, 2026

Contract Line-Item Number (CLIN)	SKU	Item Description	Quantity	Total Price
4001	TIO-EP	TENABLE EXPOSURE PLATFORM INCLUDING TIO+ SECURITY+ WEB APP SCANNING Line Note: Assets: 14000	1	\$202,138.56
4002	SVC-TIO-QS20-RMT	Quick Start Deploy Remote for Tenable.io	1	N/A
		Option Year Four total		\$202,138.56

B.4 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY

B.4.1 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 the such test result is negative.

B.4.2 Except as provided in B.6.3, 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 a written certification from a physician or other licensed health professional who may order an immunization that being fully vaccinated is medically inadvisable as a

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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.

B.4.3 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 child care facility regulated by the Office of the State Superintendent of Education, the exemptions described in B.6.2(a) and (b), and shall not grant those persons the exemption described in B.6.2(c).

B.4.4 On-site Contractors shall require their employees, agents, subcontractors, and supervised volunteers who have received one of the exemptions under B.6.2 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.

B.4.5 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.

B.4.6 An On-site Contractor may impose stricter masking, vaccination, or testing requirements on their employees, agents, subcontractors, and supervised volunteers.

B.4.7 For purposes of this provision, "fully vaccinated" means a person has received all vaccines and boosters recommended by the CDC.

B.5 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.

B.5.1 **SPECIAL PROVISIONS RELATED TO CITY ADMINISTRATOR'S ORDER 2022-3**
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 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.

B.6 **NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. CODE § 2-222.04 et seq.**

B.6.1 Nonprofit organizations, as defined in the Act, shall include in their rates the indirect costs incurred in the provision of goods or performance of services under this contract pursuant to the nonprofit organization's unexpired Negotiated Indirect Cost Rate Agreement (NICRA). If a 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 4.5.2; or
- 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.

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- B.6.2** 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.
- B.6.3** 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.