

<b>GOVERNMENT OF THE DISTRICT OF COLUMBIA</b> <b>TASK ORDER/DELIVERY ORDER FOR SERVICES</b> <b>OFFEROR TO COMPLETE BLOCKS 18 &amp; 29</b>				1. REQUISITION NUMBER	PAGE 1 of 10	
2. TASK ORDER AGREEMENT NO.  GAGA-2023-T-0258	3. Award/Effective Date  See Block 16c.	4. CONTRACT NUMBER  CW105702	5. SOLICITATION NUMBER  GAGA-2023-Q-0258	6. SOLICITATION ISSUE DATE  06/16/2023		
7. FOR SOLICITATION INFORMATION CONTACT Email james.mitaritonna@k12.dc.gov	A. NAME  James Mitaritonna		B. TELEPHONE (No Collect Calls)  202.365.8759	8. OFFER DUE DATE:  7/10/2023		
9. ISSUED BY  District of Columbia Public Schools Contracts and Acquisitions Division 1200 First Street, NE Washington, DC 20002 (202) 442-5112 - FAX (202) 442-6501		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"/> 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 MVS, Inc 1020 19th Street NW, suite 475 Washington Dc, 20036 Tel: 202-722-7981		16. PAYMENT WILL BE MADE BY CODE  District of Columbia Public Schools Office of Accounts Payable 1200 First Street NE, 11th Floor. Washington, DC 20002				
15A DUNS NO. 15B TAX ID NO. 52-1352200						
17. DELIVER TO District of Columbia Public Schools Office of the Chief Business Operations Officer 1200 First Street NE, 11th Floor Washington, DC 20002 Phone: 1(202) 442-5001		18. ADMINISTERED BY District of Columbia Public Schools Contracts and Acquisitions Division 1200 First Street, NE, Floor 9 Washington, DC 20002				
18A. CHECK IF THE REMITTANCE IS DIFFERENT AND PUT SUCH AN ADDRESS IN THE OFFER <input type="checkbox"/>			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
	See the Pricing Table in Attachment B for CLINs.					
25. ACCOUNTING AND APPROPRIATION DATA  PURCHASE ORDER NO.			26. TOTAL AWARD (FOR GOVT. USE ONLY)  <b>\$108,241.10</b>			
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. <b>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.</b>			28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: (1) CONTRACTOR'S Technical proposal <b>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.</b>			
29A. SIGNATURE OF OFFEROR /CONTRACTOR  <i>Sekhar Mylavarapu</i>			30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER)  <i>Brenda Allen</i>			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Sekhar Mylavarapu, Vice President		29C. DATE SIGNED 07/12/23	30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Brenda Allen Contracting Officer		30C DATE SIGNED 7/31/2023	

**1. SERVICE REQUIRED**

The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the Office of Chief Operation Officer (OCOO), is seeking a contractor to provide school devices.

**2. CONTRACT NUMBER**

CW105702

**3. TASK ORDER NUMBER**

GAGA-2023-T-0258

**4. TERM OF CONTRACT**

The period of performance shall be from the date of the Award to September 30, 2023

**4.1 OPTION TO EXTEND THE TERM OF THE CONTRACT Reserved**

**5. CONTRACTING OFFICER (CO)**

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

Brenda Allen  
Contracting Officer  
District of Columbia Public Schools  
1200 First Street, NE, 9th floor.  
Washington, DC 20002  
Phone: 202-251-2780  
E-mail: [brenda.allen@k12.dc.gov](mailto:brenda.allen@k12.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 affects 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.

**6. CONTRACT ADMINISTRATOR (CA)**

The CA is responsible for the technical administration of the contract and advises the Contracting Officer on 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:

James Mitaritonna  
Manager, Fiscal Responsibility & Systems Improvement  
District of Columbia Public Schools  
1200 First Street, NE  
Washington, DC 20002  
Phone: 202-365-8759  
Email: [James.Mitaritonna@k12.dc.gov](mailto:James.Mitaritonna@k12.dc.gov)

**6.1** It is understood and agreed that the CA should 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 DCPS, to take all corrective action necessitated by reason of the unauthorized changes.

**7. INVOICE PAYMENT**

DCPS 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** DCPS 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](http://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.** At its sole expense, the Contractor 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 the 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 the 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 exact 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.

## 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, 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 for 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 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).

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

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with 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 paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of the Government of the District of Columbia.

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3<sup>rd</sup> 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 a loss payee. The policy shall provide a limit of \$50,000 per occurrence.

5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 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, 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. 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.
6. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm, and non-physical abuse, such as verbal, emotional, or mental abuse; any actual, threatened, or alleged act; errors, omission, or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So-called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the Office of Risk Management (ORM) for compliance review. **(REQUIRED IF CONTRACTORS WILL PROVIDE SERVICES, OTHER THAN DELIVER, INSIDE OF SCHOOLS)**
7. 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.

#### C. 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.

- D. 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.
- E. 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.
- F. 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.
- G. 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 the costs of insurance and bonds in the contract price.
- H. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty 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 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.

- I. 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**

Yawovi Klouvi  
Senior Contract Specialist  
District of Columbia Public Schools  
Office of Chief Resource Strategy  
Contracts and Acquisitions Division  
1200 First Street, NE – 9th Floor  
Washington, DC 20002  
Phone: 202-442-5114  
E-mail: [yawovi.klouvi@k12.dc.gov](mailto:yawovi.klouvi@k12.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).

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

- 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

## ATTACHMENT A

### A.1 A.1 Scope of Work

The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the Office of Chief Operation Officer (OCCO), is seeking a contractor to provide school devices.

### A.2 APPLICABLE DOCUMENTS: Reserved

### A.3 DEFINITIONS: Reserved

### A.4 BACKGROUND

DCPS serves approximately 50,000 students through the efforts of approximately 4,000 educators in 118 schools. We believe technology is an enabler of student progress, educator effectiveness, and parent engagement. The Empowered Learners Initiative (ELI) is aimed at bringing DCPS vision of digital equity and future-ready teaching and learning to fruition. With equitable access to reliable technology as a foundation, DCPS will enhance student learning experiences and accelerate progress toward our vision for creating empowered and engaged communities of learners.

### A.5 REQUIREMENTS

The Contractor shall meet the following project requirements/specifications:

- A.5.1 Ensure that all accessories are new and fully functional upon arrival.
- A.5.2 Authorized by the manufacturer to sell/resell the devices and accessories specified herein.
- A.5.3 All Windows devices must be registered for Autopilot.
- A.5.4 Apple devices must be registered under the DCPS Apple school manager account.
- A.5.5 Site Condition Management

The Contractor shall perform the following functions:

- a. Stage and unbox equipment for QA/QC technicians.
- b. Removal of trash to the site's designated trash area for disposal.
- c. Removal of pallets to the site's designated trash area for disposal.

### A.6 Deliverables

- A.6.1 The Contractor shall deliver all items listed under "Attachment B" (Price Schedule) to the Contract Administrator identified in Section 6 of this solicitation.

Contract Line Item (CLIN)	Deliverables	Quantity	Format/Method of Delivery	Due Date
0001	OptiPlex 7400 All-in-One with i5 Mfg Part No: 7400 AIO--i5	40	Deliver to DCPS Office of the Chief Business Operations Officer 1200 First Street NE, 11th Floor. Washington, DC 20002	30 days after the day of the award
0002	LENOVO 13W YOGA - R3 8GB 256SSD Win 11 Pro 13" WUXGA 3Yr. Mfg. Part No: 82S2S03800	30	Deliver to DCPS Office of the Chief Business Operations Officer 1200 First Street NE, 11th Floor. Washington, DC	30 days after the day of the award

			20002Schools (DCPS) Warehouse	
0003	Dell Latitude 7440 - i5, 16GB, 256GB SSD 2-in-1 Touch, 4 Yr Accidental Coverage	13	Deliver to DCPS Office of the Chief Business Operations Officer 1200 First Street NE, 11th Floor. Washington, DC 20002	30 days after the day of the award
0004	Bretford CUBE 32-Device Charging Cart (USB Type-C, Pre-Wired, Padlock)	1	Deliver to DCPS Office of the Chief Business Operations Officer 1200 First Street NE, 11th Floor. Washington, DC 20002	30 days after the day of the award
0005	Laptop Install at DC PS with Cart Install & Configure	83	Deliver to DCPS Office of the Chief Business Operations Officer 1200 First Street NE, 11th Floor. Washington, DC 20002	30 days after the day of the award

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## ATTACHMENT B - Price Schedule

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

**B.1** The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the Office of Chief Operation Officer (OCCO), is seeking a contractor to provide school devices.

B.2 DCPS contemplates a single-award firm-fixed-price contract in accordance with 27 DCMR Chapter 24

B.3 PRICE SCHEDULE

B.3.1 BASE PERIOD: (Date of Award – September 30, 2023)

Item No.	Description	Estimated Quantity	Unit Price	Estimated Total Price
1001	OptiPlex 7400 All-in-One with i5 <b>Mfg Part No: 7400 AIO--i5</b>	40	\$1,349.90	\$53,996.00
1002	LENOVO 13W YOGA - R3 8GB 256SSD Win 11 Pro 13" WUXGA 3Yr. <b>Mfg Part No: 82S2S03800</b>	30	\$869.90	\$26,097.00
1003	Dell Latitude 7440 - i5, 16GB, 256GB SSD 2-in-1 Touch, 4 Yr Accidental Coverage	13	\$1,669.9	\$21,749.90
1004	Bretford CUBE 32-Device Charging Cart (USB Type-C, Pre-Wired, Padlock)	1	\$1,749.90	\$1,749.90
1005	Laptop Install at DC PS with Cart Install & Configure	83	\$56,50	\$4,689.50
<b>Estimated Total Price</b>				<b>\$108,241.10</b>

**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 DCPS within the past 2 years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with 4.5.2; or

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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.

**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.