


GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29			I. REQUISITION NUMBER	PAGE 1 of 11
2. TASK ORDER AGREEMENT NO. GAGA-2023-T-0323	3. Award/Effective Date See Block 16c.	4. CONTRACT NUMBER 081419-CDW (Sourcewell)	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CONTACT Email Cyrus.Verrani@k12dc.gov	A. NAME Cyrus Verrani	B. TELEPHONE (No Collect Calls) (202) 442-5135	8. OFFER DUE DATE: 8/28/2023	
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 type="checkbox"/> GSA <input type="checkbox"/> DCSS <input checked="" type="checkbox"/> Cooperative Procurement: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> N/A	12. PAYMENT DISCOUNT TERMS Net 30 days
5. CONTRACTOR / OFFEROR CDW Government LLC 230 N. Milwaukee Ave. Vernon Hills, IL 60061		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.			
17. DELIVER TO District of Columbia Public Schools Phone: 1(202) 671-6080 Office of Data and Technology 1200 First Street, NE Washington, DC 20002		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
	See the Pricing Table in Attachment B for CLINs.			24 AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.		26. TOTAL AWARD (FOR GOVT. USE ONLY) \$675,250.25		
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 		30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) <i>Brenda Allen</i>		
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Dario Bertocchi VP Contracting Operations	29C. DATE SIGNED Aug 28, 2023	30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Fatmata Tibbs Contracting Officer	30C. DATE SIGNED 9/18/2023	

Signed on behalf of Fatmata Tibbs

1. SERVICES REQUIRED

The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the Office of the Data and Technology (ODT) is Purchasing Absolute Licenses pursuant to the Sourcewell contract number 081419-CDW.

2. CONTRACT NUMBER

081419-CDW (Sourcewell)

3. TASK ORDER NUMBER

GAGA-2023-T-0323

4. TERM OF CONTRACT

The period of performance shall be from the date of the Award to December 31, 2023.

4.1 OPTION TO EXTEND THE TERM OF THE CONTRACT

The District may extend the term of this contract for a period of four one-year options, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; if the District will give the Contractor a preliminary written notice of its intent to extend at least - 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 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 and will be pursuant to the Sourcewell Cooperative Agreement number and name.

4.3 The total duration of this Task Order, including the exercise of any options under this clause, shall not exceed a maximum of five 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:

Fatmata Tibbs
Contracting Officer
District of Columbia Public Schools
1200 First Street, NE, 9th floor
Washington, DC 20002
Phone: 202-251-2780
E-mail: fatmata.tibbs@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 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.

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:

Cyrus Verrani,
Chief, Office of Data & Technology
District of Columbia Public Schools
1200 First Street, NE
Washington, DC 20002
Phone: 202-671-6403
Email: Cyrus.Verrani@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 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 submit a Certificate of Insurance to the Contracting Officer (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.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the 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 and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 for each occurrence, a \$2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or its equivalent) to The Government of the District of Columbia
 - b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respect to any other insurance, deductibles, or self-insurance available to the additional insureds.
 - c) A waiver of subrogation in favor of The Government of the District of Columbia
 - d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
 - e) Defense costs shall be in addition to and not erode the limits of liability.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor in connection

with work under this agreement, with a minimum combined single limit of \$1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

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

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

The Commercial Auto Liability policy shall be further endorsed to:

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

3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
- b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
- c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of the Contractor's operations or services with a limit of \$1,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third-party and first-party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of a computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by the Contractor on behalf of The Government of the District of Columbia in the event of a data breach, including legal and forensic

expenses, notification costs, credit monitoring costs, and costs to operate a call center. The contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits of \$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 Government of the District of Columbia, and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by the Contractor for work under this agreement shall be required to have the same insurance required of the Contractor. Should the Contractor 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 to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor. In either instance, the Contractor must provide proof of the subcontractor's required insurance prior to the commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

- E. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction-related contracts.

- F. LIABILITY.** These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the contractor's liability under this contract.

- G. CONTRACTOR'S PROPERTY.** 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 Government of the District of Columbia.

- H. MEASURE OF PAYMENT.** The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

- I. NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes result in the Contractor no longer complying with the above

requirements. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving the Contractor at least 30 days' notice of the change. The contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.

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

The Government of the District of Columbia

And mailed to the attention of:

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

The CO may request, and the Contractor shall promptly deliver, updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- K. DISCLOSURE OF INFORMATION.** The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- L. CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. WARRANTIES.** When applicable, the Contractor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). CO should collect, review for accuracy, and maintain all warranties for goods and services.

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

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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 the Data and Technology (ODT) is purchasing the Absolute Licenses pursuant to the Sourcewell contract number 081419-CDW.

A.2 APPLICABLE DOCUMENTS: Reserved

A.3 DEFINITIONS: Reserved

A.4 BACKGROUND

The District of Columbia Public Schools (DCPS) serves approximately 50,000 students through the efforts of approximately 4,000 educators in 118 schools. Technology is an enabler of student progress, educator effectiveness, and parent engagement. The Empowered Learners Initiative (ELI) is aimed at bringing the District's vision of digital equity and future-ready teaching and learning to fruition. With equitable access to reliable technology as a foundation, the District 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 The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

A.5.2 The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.

A.5.3 There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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.

Line-Item No. (CLIN)	Item Description	Qty	Due date
0001	Absolute Control + PS 1YR District of Columbia Public Schools.	70,000	Date of the award

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 the Data and Technology (ODT), is purchasing Absolute Licenses pursuant to the Sourcewell contract number 081419-CDW.

B.2 The District 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 – December 2023)

Line-Item No. (CLIN)	Item Description	Qty	Unit Price	Total Annual Price
0001	Absolute Control + PS 1YR	60,000	10,20	612,000.00
0002	Additional Absolute Control + PS 1YR	10,000	6.325025	63,250.25
TOTAL				\$675,250.25

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.

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.

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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.