

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
District of Columbia Public Schools**



REQUEST FOR TASK ORDER PROPOSAL

TO: DC Supply Schedule (DCSS)
SOLICITATION No.: GAGA-2024-Q-0203
CAPTION: **Staff Devices**
ISSUANCE DATE: April 30, 2024
DUE DATE: May 6, 2024, 12:00 pm Eastern Standard Time

The District of Columbia Public Schools (DCPS), Office of Fiscal Strategy, Contracts, and Acquisitions division, on behalf of the Office of the Data and Technology (ODT) is seeking a contractor to provide specified hardware and related deployment and configuration services to maintain a 1:1 student-to-device ratio in grades 3 through 12, and a 3:1 ratio in grades pre-K through 2 and to ensure all teachers have a functional in-lifecycle computer for the coming school year.

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

1. Proposal Submission Requirements

All proposals in response to this Request for Task Order Proposal (RFTOP) shall be submitted through dcpsoca.inquiries@k12.dc.gov

The proposal shall, at minimum, include the following:

- a. Copy of offeror's DC Supply Schedule contract and contract modifications.
- b. The price quote is in accordance with the offeror's DC Supply Schedule contract rates (Attachment B).
- c. DC Business License issued by the Department of Consumer of Licensing and Consumer Protection (DCLP).
- d. Certificate of Insurance in accordance with Section 11.
- e. Bidder Offeror Certification Form

2. Proposal Submission Date

The closing date for receipt of proposals is 12:00 p.m. on May 06, 2024.

3. Evaluation for Award

The District intends to award a firm fixed contract resulting from this solicitation to the responsive and responsible offeror with the lowest bid. To be considered responsive and responsible, offerors shall meet the following minimum requirements:

- a. Provide DCSS contract and contract modifications.
- b. Provide a price quote for all requested products and services.
- c. The offeror shall comply with all applicable district laws and regulations.
- d. DC Business Licensee
- e. Clean Hands - <https://mytax.dc.gov>
- f. Certificate of Insurance

Certificate Holder
The District of Columbia Government
DC Public School (DCPS)
1200 First Street NE Washington DC 20002

Please provide a copy of the certificate of insurance with the below language stated in the COI:

The District of Columbia Public Schools is additionally insured under General Liability with respect to work.

4. Term of Contract

The term of the contract shall be from the date of award through September 30, 2024.

5. Contracting Officer (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is as follows:

LaVeta Hilton
Deputy Chief Procurement Officer
District of Columbia Public Schools
Office of Fiscal Strategy
Contracts and Acquisitions Division
1200 First Street, NE, 9th floor
Washington, DC 20002
Phone: (202) 442-5136
Email: LaVeta.hilton@k12.dc.gov

6. Authorized Changes by the Contracting Officer

- 6.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 6.1.2 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.

6.1.3 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 no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

7. Contract Administrator (CA)

The CA is responsible for the 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:

7.1 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.

7.2 Coordinating site entry for Contractor personnel, if applicable.

7.3 Review invoices for completed work and recommend approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure.

7.4 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

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

7.6 The address and telephone number of the CA is:

Shrestha, Prashish
Deputy Chief Data and Technology
District of Columbia Public Schools
1200 First Street NE,
Washington, DC, 20002
prashish.shrestha@k12.dc.gov

7.7 The CA shall NOT have the authority to:

- a) Award, agree to, or sign any contract, delivery, or task order. Only the CO shall make contractual agreements, commitments, or modifications.
- b) Grant deviations from or waive any of the terms and conditions of the contract.
- c) Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
- d) Authorize the Contractor to expenditure funds.
- e) Change the period of performance or
- f) Authorize the use of District property, except as specified under the contract.

7.8 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer.

8. Purchases of IT Hardware and Equipment

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 standard 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 bidder shall provide evidence of its authorized reseller agreement or certification with its bid.

The District will not accept refurbished hardware for original hardware purchases. No substitution of the hardware manufacturer, model, or type will be accepted. Equipment must be shipped in its entirety to the address below in the original manufacturer's packaging.

9. Invoice Payment

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

10. Invoice Submittal

- a) The Contractor shall create and submit payment requests in an electronic format through the DC Contractor Portal, <https://vendorportal.dc.gov>.
- b) The Contractor shall submit proper invoices every month or as otherwise specified in the contract.
- c) To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number (PO), which is listed on the Contractor's profile.

11. 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 insurer(s) representative 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 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.

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 with 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 the 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. 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 \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverage 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.

5. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; and \$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 or through a separate stand-alone sexual abuse and molestation policy with confirmation there are no exclusions for abuse or assault & battery under

the General Liability. 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 ORM for compliance review.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by the Contractor for work under this agreement shall be required to have the same insured 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 subcontractor 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 results in the Contractor no longer complying with the above requirements. 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. 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. Contractors 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:

LaVeta Hilton
Deputy Chief Procurement Officer
District of Columbia Public Schools
Office of Fiscal Strategy
Contracts and Acquisitions Division
1200 First Street, NE, 9th floor
Washington, DC 20002
Phone: (202) 442-5136
Email: LaVeta.hilton@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 that 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.

12. Attachments

Attachment A – Statement of Work
Attachment B – Price Schedule

Questions may be referred via e-mail: dcpsoca.inquiries@k12.dc.gov

ATTACHMENT A

A.1 SCOPE of Work

The District of Columbia Public Schools (DCPS), Office of Fiscal Strategy, Contracts, and Acquisitions division, on behalf of the Office of the Data and Technology (ODT) is seeking a contractor to provide specified hardware and related deployment and configuration services to maintain a 1:1 student-to-device ratio in grades 3 through 12, and a 3:1 ratio in grades pre-K through 2 and to ensure all teachers have a functional in-lifecycle computer for the coming school year.

A.2 APPLICABLE DOCUMENTS: N/A

A.3 DEFINITIONS: N/A

A.4 BACKGROUND

The District of Columbia Public Schools (DCPS) serves approximately 51,000 students through the efforts of approximately 4,000 educators in 117 schools. We believe that 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

A.5.1 Specifications

A.5.1.1 Teacher / Staff Devices

A.5.1.1.1 Dell Latitude 7450

Dell Latitude 7450	
Processor	Ultra 5
Memory	16GB: LPDDR5x, 6400 MT/s
Hard drive	256 GB SSD
Display	2-in-1, 14.0" FHD (1920x1080) AR+AS, SLP, Touch, WVA 300nits, FHD IR Cam/Mic, WLAN, ALU, Pen Support
Network Interface Card	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, MU-MIMO
Bluetooth	5.2
Graphics	Integrated Intel Graphics. Core Ultra 5 135U vPRO processor
Cameras	FHD HDR IR camera with expressSign-in intelligent privacy, Temporal Noise Reduction, camera Shutter, Microphone
Audio	Waves Maxx Audio
Ports and Connections	2 USB Type-C Thunderbolt 4.0 ports with Power Delivery & Power Delivery DisplayPort 1.4 2 USB 3.2 Gen 1 Type A port

	1 headset (headphone and microphone combo) port 1 HDMI 2.0 port
Video Output	External display support (HDMI or Display Port)
Battery	3 Cell 57Whr Express Charge Capable Battery
Keyboard	English US backlit keyboard, 79-key
Warranty	4-year factory warranty + Accidental Damage Protection (ADP)
Deployment Service	Full Deployment Services only and Deployment services should include: Imaging, windows updates, asset tagging, disposing of boxes, and delivering fully imaged and ready devices to the DCPS warehouse. DCPS will not be providing facilities or resources to assist with the deployment services.

A.5.2 Requirements

The Contractor shall meet the following project requirements/specifications:

A.5.2.1 Ensure that all devices and accessories are new and fully functional upon arrival.

A.5.2.2 Authorized by the manufacturer to sell/resell the devices and accessories specified herein.

A.5.2.3 All Windows devices must be registered for Autopilot.

A.5.2.4 Apple devices must be registered under DCPS Apple school manager account.

A.5.2.6 Imaging Process QA/QC Check process.

The Contractor shall perform the following functions at their facility - DCPS will not be providing facilities or resources to assist with the deployment services:

- a. Unbox the device and attach a unique asset tag ID to the device.
- b. Image above specified device (Dell 7450) with DCPS-approved image.
- c. Join Windows device to DCPS Azure directory service.
- d. Log and manage DOA via Supply Chain Management Portal
- e. Run post-image process image QA/QC Check
 1. Windows Device (Dell Latitude 7450)
 - I. Check to ensure login credentials work.
 - II. Check to ensure the student image is correct.
 - III. Check the Computer Name against the device serial number.
 - IV. Check Computer name is against the school's name.
 - V. Check to ensure the device is registered with DCPS Azure AD
 - VI. Check primary application and service functionality.
 - VII. Check Wi-Fi and Ethernet connectivity to the network.
 - VIII. Check Firewall

IX. Check Internet Filter

- g. Log QA/QC report to Supply Chain Management Portal

A.5.2.8 Intake Process: Delivery, Unload, Inventory, and Staging at DCPS Warehouse

- a. Delivery vehicle should be standard loading dock compatible.
- b. Item must be secured and should be delivered to the DCPS warehouse.
- c. Inspect each shipment for accuracy and condition of equipment upon arrival at DCPS.
- d. Post shipping reports and tracking to the Supply Chain Management Portal

A.5.2.9 Site Condition Management

- 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

Contract Line Item (CLIN)	Deliverables	Quantity	Format/Method of Delivery	Due Date
0001	Dell Latitude 7450 (i5/ 16GB/ 256GB) Mfg Part No: 7450i54Y	243	Deliver to District of Columbia Public Schools (DCPS) Warehouse	ASAP/ June 30, 2024.
0002	Dell 4 Years Depot warranty with 4 years accidental damage protection	243	Included Warranty Service	Included upon delivery
003	Dell Laptop Deployment Mfg Part No: DEPLOY	243	Included Warranty Service	Included upon delivery

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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 Fiscal Strategy, Contracts, and Acquisitions division, on behalf of the Office of the Data and Technology (ODT) is seeking a contractor to provide specified hardware and related deployment and configuration services to maintain a 1:1 student-to-device ratio in grades 3 through 12, and a 3:1 ratio in grades pre-K through 2 and to ensure all teachers have a functional in-lifecycle computer for the coming school year.

B.2 The District contemplates a single-award of requirements 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, 2024)

CL IN	Item Description	Quantity	Unit Price	Total	ECF total Portion (Discount)	DCPS Total portion
1	Dell Latitude 7450 (i5/ 16GB/ 256GB) Mfg Part No: 7450i54Y	243	\$ _____	\$ _____	\$97,200.00	\$ _____ —
2	Dell Laptop Deployment Mfg Part No: DEPLOY	243	\$ _____	\$ _____	\$0.00	\$ _____
Total						\$ _____

B.7.1 NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. Code § 2-222.01 et seq.

Nonprofit organizations, as defined in the Act, shall include in their rates the indirect costs incurred in providing goods or performing 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 cost rates in accordance with B.7.2 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.7.2 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.7.3 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