DISTRICT OF COLUMBIA
PUBLIC SCHOOLS

NEGOTIATED CONTRACT FOR GOODS AND/OR SERVICES

ISSUED BY: Office of Fiscal Strategy Contracts and Acquisitions Division
ADDRESS: 1200 First Street, NE, 9th Floor, Washington, DC 20002

CONTRACT NO: GAGA-2026-C-0049 **SOLICITATION NO:** N/A

PROGRAM OFFICE: Office of Teaching and Learning

CAPTION: K-8th Grades ELA and Math Diagnostic Assessments Platform

TABLE OF CONTENTS

	SEC.	DESCRIPTION	PAGE(S)		SEC.	DESCRIPTION	PAGE(S)
PART 1 – The Schedule				**PART II – Contract Clauses**			
	A	Solicitation/Contract Form	**1**		I	Contract Clauses	**25-29**
	B	Supplies/Services and Price/Costs	**2-5**	**PART III – List of Documents, Exhibits and Other Attach**			
	C	Description/Specs/Work Statement	**6-10**		J	List of Attachments	**30**
	D	Packaging and Marking	**10**	**PART IV – Representations and Instructions**			
	E	Inspection and Acceptance	**10**		K	Representations, Certifications and other Statements of Offerors	**NA**
	F	Deliveries or Performance	**10-12**				
	G	Contract Administration	**12-16**		L	Instrs. Conds., & Notices to Offerors	**NA**
	H	Special Contract Requirements	**16-24**		M	Evaluation Factors for Award	**NA**

The undersigned offers and agrees that, with respect to all terms and conditions, as negotiated between the offeror and DCPS, and contained herein, and the provisions of the solicitation, constitutes the Formal Contract.

ACCOUNTING AND APPROPRIATION DATA:
PURCHASE ORDER NUMBER: TBD

CONTRACTOR: (Contractor shall not commence performance until the District of Columbia Public Schools has signed this document)

Curriculum Associates, LLC.
Contractor's Name

BY: T. A. Sipe, Jr.
Signature of Authorized Representative

Executive Vice President, Sales
Title

2/17/2026
Date

153 Rangeway Road, North Billerica, MA 01862
Mailing Address of Contractor

(800)225-0248
Telephone No.

ACCEPTANCE BY THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS:

Laveta Hilton
Contracting Officer

LaVeta Hilton
Type or Print Name

8/31/2026
Date

The information contained in the box below is for District of Columbia Public School use only and, in the event of a discrepancy between this information and the terms of the contract, the contract terms shall take precedence.

PERIOD OF CONTRACT:

From: **September 1, 2026 through August 31, 2027**

CONTRACT AMOUNT: $1,500,219.40

* Please Note: CA26-0730 was Deemed Approved on Jun 18, 2026 *See: https://lims.dccouncil.gov/Legislation/CA26-0730

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

B.1 The District of Columbia Public Schools (the "District" or "DCPS"), on behalf of the Office of Teaching and Learning ("OTL") enters into a contract with Curriculum Associates, LLC ("Contractor") to provide an online, English Language Arts (ELA) and Math Diagnostic Assessment and Instruction system that provides real-time information to teachers and allows for adjustments in teaching and learning as well as aggregated data at the district level in specified formats. Contractor shall provide access to *i-Ready*® platform for the K-8th grades DCPS students, school personnel, and designated Central Services personnel in accordance with the number of licenses as set forth in the SOW, Quote #431211.12 dated 12/22/2025 for school year (SY) 26-27 the Quote.

B.2 The District contemplates award of a firm fixed price contract in accordance with 27 DCMR Chapter 24. Optional years will be priced at Contractor's then-current prices for the applicable year.

B.3 PRICE SCHEDULE – FIRM FIXED PRICE

B.3.1 BASE YEAR (September 1, 2026 through August 31, 2027)

Contract Line Item No. (CLIN)	Item Description	List Price	Net Price
0001	K-8th Grades ELA and Math Diagnostic Assessments / i-Ready® Licenses - Quote No. 431211.12	$1,633,515.00	$1388,987.90
0001AA	i-Ready Reading Diagnostic		
0001AB	i-Ready Math Diagnostic		
0001AC	i-Ready Reading Personalized Instruction		
0001AD	i-Ready Math Personalized Instruction		
0001AE	i-Ready Math Teacher Toolbox		
0001AF	i-Ready Partners Implementation Support (Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins)		
0002	Toolbox	$74,390.00	$63,231.50
0003	Professional Learning	$48,000.00	$48,000.00
0004	i-Ready Partners Services	$190,000.00	$0.00
		List Total:	$1,945,905.00`
		Savings:	$445,685.60
		Shipping/Tax:	$0.00
		TOTAL:	**$1,500,219.40**

B.3.2 OPTION YEAR ONE (September 1, 2027 through August 31, 2028)

Contract Line Item No. (CLIN)	Item Description	List Price	Net Price
1001 1001AA 1001AB 1001AC 1001AD 1001AE 1001AF	K-8th Grades ELA and Math Diagnostic Assessments / -Ready® Licenses i-Ready Reading Diagnostic i-Ready Math Diagnostic i-Ready Reading Personalized Instruction i-Ready Math Personalized Instruction i-Ready Math Teacher Toolbox i-Ready Partners Implementation Support (Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins)	TBD	TBD
1002	Toolbox	TBD	TBD
1003	Professional Learning	TBD	TBD
1004	i-Ready Partners Services	TBD	TBD
Grand Total for B.3.2			**TBD**

B.3.3 OPTION YEAR TWO (September 1, 2028 through August 31, 2029)

Contract Line Item No. (CLIN)	Item Description	List Price	Net Price
2001 2001AA 2001AB 2001AC 2001AD 2001AE 2001AF	K-8th Grades ELA and Math Diagnostic Assessments / -Ready® Licenses i-Ready Reading Diagnostic i-Ready Math Diagnostic i-Ready Reading Personalized Instruction i-Ready Math Personalized Instruction i-Ready Math Teacher Toolbox i-Ready Partners Implementation Support (Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins)	TBD	TBD
2002	Toolbox	TBD	TBD

2003	Professional Learning	TBD	TBD
2004	i-Ready Partners Services	TBD	TBD
Grand Total for B.3.3			**TBD**

B.3.4 OPTION YEAR THREE (September 1, 2029 through August 31, 2030)

Contract Line Item No. (CLIN)	Item Description	List Price	Net Price
3001 3001AA 3001AB 3001AC 3001AD 3001AE 3001AF	K-8th Grades ELA and Math Diagnostic Assessments / -Ready® Licenses i-Ready Reading Diagnostic i-Ready Math Diagnostic i-Ready Reading Personalized Instruction i-Ready Math Personalized Instruction i-Ready Math Teacher Toolbox i-Ready Partners Implementation Support (Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins)	TBD	TBD
3002	Toolbox	TBD	TBD
3003	Professional Learning	TBD	TBD
3004	i-Ready Partners Services	TBD	TBD
Grand Total for B.3.4			**TBD**

B.3.5 OPTION YEAR FOUR (September 1, 2030 through August 31, 2031)

Contract Line Item No. (CLIN)	Item Description	List Price	Net Price
4001 4001AA 4001AB 4001AC 4001AD 4001AE 4001AF	K-8th Grades ELA and Math Diagnostic Assessments / -Ready® Licenses i-Ready Reading Diagnostic i-Ready Math Diagnostic i-Ready Reading Personalized Instruction i-Ready Math Personalized Instruction i-Ready Math Teacher Toolbox i-Ready Partners Implementation Support (Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins)	TBD	TBD
4002	Toolbox	TBD	TBD
4003	Professional Learning	TBD	TBD
4004	i-Ready Partners Services	TBD	TBD
Grand Total for B.3.5			**TBD**

Should DCPS decide to exercise its unilateral option rights for any option year pursuant to section F.2 of this Contract, the parties agree that prices for each option year will be negotiated and finalized each year at ninety days prior to the expiration of the Contract; Although option year prices will be negotiated, in no way shall the option year prices result in prices higher than the Contractor's list price for the applicable renewal year. *The District may purchase additional services and customization levels for a fee.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District of Columbia Public Schools, Office of Teaching and Learning has a need to purchase an online, Reading and Math Diagnostic Assessment and Instruction system that provides real-time information to teachers and allows for adjustments in teaching and learning as well as aggregated data at the district level in specified formats. The Contractor shall work with OTL to provide access to the i-Ready® platform to K-8th grade DCPS students, school personnel, and designated Central Services personnel in accordance with the Quote. Platform access includes the ability to administer i-Ready® Reading and i-Ready® Math assessments, analyze assessment data using reporting features, respond to student learning needs by implementing i-Ready Instruction in both Reading and Math, and deliver student intervention instruction using i-Ready Math Teacher Toolbox, as well as a suite of resources, supports, and services.

Curriculum Associates, LLC. shall provide access to the i-Ready platform to administer, analyze, and respond to both i-Ready Reading and i-Ready Math data. Diagnostic assessments are administered to provide teachers, schools, students, and families with data throughout the year to help target and drive instruction. Diagnostic assessments, administered three times throughout the school year, provide real-time information to teachers that allows for adjustments in teaching and learning. DCPS requires that schools administer these assessments in grades K-8 throughout the school year to accomplish the above stated goals. Diagnostic assessments ensure that relevant, high quality data is available to teachers about students' academic growth in relation to state standards. This information drives instructional practices and improvements.

In addition to Diagnostic assessment administration, DCPS seeks to provide school leaders and teachers with the proper tools to analyze and respond to student assessment data. Specifically, DCPS has a need for the Contractor to provide students with a digital intervention and acceleration program to support unfinished teaching and learning. This digital program should be aligned to the Common Core State Standards for English Language Arts & Literacy in History/Social Studies, Science, and Technical Subjects (CCSSELA) and the Common Core State Standards of Mathematics (CCSSM) with an immersive and adaptive experience.

C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Date
1	Common Core State Standards of Mathematics	Current
2	Common Core State Standards for English Language Arts & Literacy in History/Social Studies, Science, and Technical Subjects	Current
3	Family Education Rights and Privacy Act of 1974 ("FERPA")	2001
4	District of Columbia Learning Standards and Guides	Current

C.3 DEFINITIONS

These terms when used in this contract have the following meanings:

Clever: a secure automated data transfer platform for student and teacher roster data.

Reports: scheduled diagnostics and instruction.

C.4 BACKGROUND

DCPS has a need for real-time data reporting on a user-friendly platform with various views and reports available and aggregated data at the district level in specified formats. This requirement will provide schools with data to help inform instruction and diagnose student progress throughout the year. In addition, schools will have the option to purchase additional features and training on data-driven practices and planning from standards to help them use assessments effectively and consistently identify and close gaps in student learning.

Diagnostic assessments are administered to provide teachers, schools, students, and families with data throughout the year to help target and drive instruction. Diagnostic assessments, administered three times throughout the school year, provide real-time information to teachers that allows for adjustments in teaching and learning. DCPS requires that schools administer these assessments in grades K-8 throughout the school year to accomplish the above stated goals. DCPS has a need for the contractor to provide students with a digital intervention and acceleration program to support unfinished teaching and learning.

The teachers and students in grades K-8, as shown on the Quote school administrators and LEAP leaders will be served by the platform. Central Services personnel, including Senior Leadership, and members of both the Office of Teaching and Learning and Office of Data Systems and Strategy will also utilize the platform.

<u>Assessment Administration:</u>
The i-Ready Math Diagnostic assessment is required to be administered to K-8th grade students three times throughout the school year:

1. Beginning of Year (BOY)
2. Middle of Year (MOY)
3. End of Year (EOY)

The i-Ready Reading assessment will be available for administration to K-5th grade students on the same BOY, MOY, EOY cadence.

Assessment Data Analysis: Upon completion of the assessment, Central Services personnel, School leadership teams, and teachers will use the i-Ready platform data analysis reports to determine instructional next steps for students and monitor growth on aligned standards over the school year. Reports include, but are not limited to Diagnostic Status, Diagnostic Results, Instructional Groupings, and Diagnostic Growth.

Response to Student Data: School leadership teams and teachers can use the student diagnostic results to determine individual learning pathways for students using the i-Ready Personalized Instruction feature. Students will access digitized, asynchronous lessons to accelerate learning.

Targeted Instruction: School leadership teams and teachers can use the i-Ready Math (K-8th) to differentiate small group instruction, implement targeted intervention plans, and as a resource for whole group Tier I instruction.

C.5 REQUIREMENTS

C.5.1 i-Ready Platform

The Contractor shall provide access for K-8th grade students, school leaders, teachers, and designated Central Services personnel to Curriculum Associates, LLC.'s i-Ready online platform pursuant to the Quote containing the following:

C.5.1.1 Resources

a) Professional Learning Materials- Sessions, videos, and virtual learning modules that provide guidance on developing, administering, analyzing, and responding assessment data.

C.5.1.2 K-8 Diagnostic Assessments in both ELA and Math that are

a) Aligned with the CCSSELA and CCSSM, and provides a comprehensive analysis of student's skill and mastery of standards
b) Research-based with proven efficacy
c) Adaptive to student's skill level in each domain
d) Designed to provide data on foundational and/or prerequisite skills to help teachers identify specific student strengths and areas for growth
e) Designed to measure student progress towards grade-level content

C.5.1.3 K-8 Personalized Instruction that is

a) Tailored to student's specific needs based on Diagnostic results
b) Adjustable (learning path) at the district or school level

C.5.1.4 Teacher Toolbox (Math) that

a) Provides access to mathematical content to support varying readiness levels for students
b) Allows teachers to differentiate instruction for students demonstrating a range of readiness levels

C.5.2 Help Center and Data Integration

C.5.2.1 The Contractor shall provide real-time data and roster connection through *Clever*, a secure automated data transfer platform for student and teacher roster data.

C.5.2.2 The Contractor shall provide technical assistance for all resources.

C.5.2.3 The Contractor shall provide access to raw student performance and participation data for each assessment administered through the i-Ready platform. Additional requests for data may be submitted for review and may be completed in accordance with decision-making guidelines between the contractor and DCPS.

C.5.2.4 The Contractor shall provide Reports of aggregate student performance data at the class, grade, teacher, school, cluster, and district level for each assessment.

C.5.2.5 The Contractor shall provide robust, detail-oriented customer service for student data upload, school implementation and data analysis.

C.5.2.6 The Contractor shall provide electronic delivery for all scheduled Diagnostic assessments in both Reading and Math including

a) Scoring for machine scored portions of assessments and automatic grading features

C.5.2.7 The Contractor shall provide online reports containing analysis of scheduled Diagnostic assessment results (the "Reports"), which include:

a) Member student summaries by whole school, class, grade, and student placement level

C.5.2.8 The Contractor shall provide all available reports through the i-Ready platform, including:

a) Diagnostic Status
b) Diagnostic Results
c) Instructional Groupings
d) Diagnostic Growth
e) Prerequisites
f) Growth Monitoring Status
g) Growth Monitoring Results
h) CCSS Performance
i) Personalized Instruction Summary
j) All available exports

C.5.3 The Contractor shall provide ongoing support via the i-Ready Connect Support and both formal and informal communication with Curriculum Associates, LLC account representatives.

C.5.4 The Contractor shall provide DCPS Central Services personnel with district administrative accounts, access to district wide student performance data via the i-Ready platform and various exports of the data including API Access and .csv files.

C.5.5 The Contractors shall provide weekly/bi-Weekly team check-in meetings to address concerns or provide additional support.

C.6 DCPS RESPONSIBILITY

C.6.1 DCPS will collaborate with the Contractor to ensure seamless access, implementation, and continued utilization of the resource across all sites.

C.6.2 DCPS will collaborate with the Contractor on an ongoing basis, throughout the 2026-2027 school year to ensure that assessment administration and analysis efforts are targeted and aligned with the District's evolving needs.

C.6.3 DCPS will provide the Contractor with any required data requested and necessary for the success of the product.

C.6.4 DCPS will designate a lead point-of-contact at all stages of the project, through whom most communication and direction for the Contractor will flow. The responsibilities of the lead contact shall include collecting feedback and resolving any conflicts among key stakeholders.

C.6.5 DCPS will be available during regular business hours to answer any questions the Contractor has regarding the purchase and implementation of the product.

C.6.6 DCPS will monitor monthly performance of the Contractor and provide performance evaluations as applicable.

C.6.7 DCPS will review and certify invoices upon receipt.

SECTION D: PACKAGING AND MARKING

D.1 The packaging and marking requirements for this Contract if applicable shall be governed by clause number two (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this Contract shall be governed by clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the Contract shall be for a period of one (1) year from September 1, 2026 through August 31, 2027 as specified on the cover page of this Contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this Contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) 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 expiration of the contract.

F.2.2 If the District exercises this option, the extended Contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be at Contractor's then-current prices for the applicable period.

F.2.4 The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

Item No.	Task	Deliverable	Responsible (Vendor or DCPS)	Due Date
1	K-5 Reading and K-8 Math Diagnostic Platform Services	• i-Ready Reading Diagnostic • i-Ready Math Diagnostic • i-Ready Reading Personalized Instruction • i-Ready Math Personalized Instruction (K-5) • i-Ready Math Teacher Toolbox • i-Ready Partners Implementation Support (Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins)	Vendor	9/1/2026
2	i-Ready Toolbox Services	• i-Ready Math Teacher Toolbox • i-Ready Partners Implementation Support (Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins)	Vendor	9/1/2026
3	i-Ready Professional Development Virtual Session	20 Professional Learning sessions (up to 6 hours each)	Vendor	As requested through end of Contract.
4	Data Cycle Reviews	The contract shall conduct three (BOY, MOY, EOY) district data review meetings in collaboration with the project manager. DCPS and Curriculum Associates, LLC. Will collaborate to assess progress after each cycle, identify trends during data cycle review and align on action steps in support of district priorities.	Vendor	Ongoing through end of Contract.
5	User Support	Provider will use commercially reasonable efforts to provide support for Support Request from Central Services users and teachers/school admins.	Vendor	On demand through end of Contract
6	Ongoing Support	Engage in regular check-ins with DCPS project managers.	Vendor	Ongoing through end of Contract

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this Contract, for supplies or services performed and accepted, less any discounts, allowances or adjustments provided for in this Contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, https://vendorportal.dc.gov

G.2.2 The Contractor shall submit proper invoices as specified in Section G.4.

G.2.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 The District shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

Payments shall be made based upon section B-Price Schedule and section F-Deliverables. The Contractor's digital products are subscription-based, billed annually upon award of the Contract, and Contractor's print products are invoiced upon shipment.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this Contract.

G.5.2 Any assignment shall cover all unpaid amounts payable under this Contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of Contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

"Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee)."

G.6 THE QUICK PAYMENT ACT

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq*., as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

G.6.1.1.1 The date on which payment is due under the terms of the contract;

G.6.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

G.6.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

G.6.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

G.6.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:

G.6.1.2.1 3rd day after the required payment date for meat or a meat food product;

G.6.1.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.1.2.3 15th day after any other required payment date.

G.6.1.3 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:

G.6.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the Contract; or

G.6.2.1.2 Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

G.6.2.2.1 3rd day after the required payment date for meat or a meat product;

G.6.2.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 15th day after any other required payment date.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 **Subcontract requirements.** The Contractor shall include in each subcontract under this Contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code
§ 2-221.02(d). For the purposes of this contract, "subcontractor(s)" shall not include Contractor's cloud hosting provider, and vendors used in the ordinary course of business who perform technology and software development and maintenance services under Contractor's supervision on Contractor's internal systems.

G.7 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:

LaVeta Hilton
Contracts and Acquisitions Division
District of Columbia Public Schools
Office of Fiscal Strategy
1200 First Street, NE 9th Floor
Washington, DC 20002
Tele: 202-442-5136
E-mail: laveta.hilton@k12.dc.gov
W: dcps.dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this Contract.

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

G.8.2 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINSTRATOR (CA)

G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the Contract**.** The CA has the responsibility of ensuring the work conforms to the requirements of the Contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 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;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for work to be completed and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts;

G.9.1.4 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

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the CA is:

Jason Moore
Manager, Literacy & Humanities
Office of Teaching and Learning
Social Emotional Academic Development District of Columbia Public Schools
1200 First Street, NE Washington, DC 20002
E jason.moore3@k12.dc.gov
Web: dcps.dc.gov

G.9.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto specifically to support this contract, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use commercially-reasonable efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services (DOES) for jobs created as a result of this contract specifically to support this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281**,** REV 18 dated April 7, 2021, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq*., and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the Contract subject to revision as stated herein and in accordance with **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the
exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq*. (PPWF Act).

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq*.

H.4.2 The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT** in its place:

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 For contracts for services in the amount of $300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

H.5.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

(a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
(b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

H.5.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

H.5.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

H.5.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

H.5.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

H.5.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.

H.5.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 RESERVED

H.7 RESERVED

H.8 RESERVED

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Subcontracting Requirements

H.9.1.1 The Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver of the mandatory subcontracting requirements for this contract.

H.9.1.2 A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.3 A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.4 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.1.5 A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is $1 million or less.

H.10 FAIR CRIMINAL RECORD SCREENING

H.10.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

H.10.2 Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

H.10.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

H.10.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

H.10.5 This section and the provisions of the Act shall not apply:

(a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than 11 employees.

H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.11 DISTRICT RESPONSIBILITIES
See Section C

H.12 CONTRACTOR RESPONSIBILITIES
See Section C

H.13 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH
Curriculum Associates employees performing services under this Contract will not provide direct services to children or youth.

H.13.1 A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor has performed criminal background checks on its current employees and shall request criminal background checks for all new employees for the following positions that will have direct, unsupervised access to DCPS students:

(a) Contractor staff accessing DCPS locations;
(b) Contractor staff with direct, unsupervised contact with DCPS students

H.13.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:

(a) Not Applicable, as no Contractor staff via this Contract is authorized to transport students.

H.13.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.13.4 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.13.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer with direct unsupervised access to DCPS students:

(A) a written authorization which authorizes the District to conduct a criminal background check;

(B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;

(C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:

(i) Murder, attempted murder, manslaughter, or arson;
(ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
(iii) Burglary;
(iv) Robbery;
(v) Kidnapping;
(vi) Illegal use or possession of a firearm;
(vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape;
Sexual assault; sexual battery; or sexual abuse; but excluding sodomy between Consenting adults;
(viii) Child abuse or cruelty to children; or
(ix) Unlawful distribution of or possession with intent to distribute a controlled substance;

(D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and

(E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

H.13.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.13.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer retained specifically to support this contract with a form or forms to be utilized for the following purposes:

(A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;

(B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.13.5(C);

(C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;

(D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and

(E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code § 22-2405.

H.13.8 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

H.13.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

H.13.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

H.13.11 The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.

H.13.12 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.

H.13.13 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.

H.13.14 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.

H.13.15 The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

H.13.16 Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.13.1 and H.13.2.

H.13.17 An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.

H.13.18 The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.

H.13.19 If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

H.13.20 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

H.14 Inadvertent Access to Student-Identifiable Data

Pursuant to its obligations under the Family Educational Rights and Privacy Act ("FERPA"), DCPS hereby acknowledges that while providing on-going professional development services, and i-Ready licenses, the types of services that School District would otherwise provide for itself, Curriculum Associates, LLC. may receive and collect identifiable data from individual School Leaders or Teachers. School District acknowledges that said disclosures by School Leaders or Teachers to Curriculum Associates, LLC. staff members are proper because said disclosures would be proper if made to a school official performing the same service.

H.14.1 DCPS acknowledges that due to the nature of the services Curriculum Associates, LLC. provides to District, Curriculum Associates, LLC. has legitimate educational interests in the student data it obtains from School Leaders or Teachers. Said data may include, among other things, students' first and last name, district-assigned student identifier, grades, assessment results (including teacher-created assessments, district benchmarks and state standardized tests), and samples of student work. Curriculum Associates, LLC. will use such data solely for the use of its digital products and to support the professional development of individual School Leaders or Teachers and will return such data upon written request from DCPS, at the termination of the Contract or otherwise, with the exception of backups, which are deleted over time in accordance with Contractor's data retention and destruction policies. Curriculum Associates, LLC. shall have the right to maintain such data in deidentified form that does not reveal the identity of individual students and is not easily traceable to individual students for purposes of (i) assessing the efficacy of Curriculum Associates,

LLC.'s suite of professional development services and digital products (ii) developing new tools and services and (iii) training Curriculum Associates, LLC. staff.

H.14.2 Curriculum Associates, LLC. will maintain said data in accordance with the provisions laid out in 34 C.F.R. § 99.35, specifically Curriculum Associates, LLC. will (i) ensure that any re-disclosures will meet the provision of 34 C.F.R. § 99.31, (ii) protect any information in a manner that does not permit personal identification of individuals by anyone except authorized representative of State and local educational authorities which includes representatives of Curriculum Associates, LLC. with legitimate educational interests, and (iii) destroy student identifiable data when requested by DCPS, with the exception of backups as noted above.

H.14.3 DCPS acknowledges that in accordance with 34 C.F.R. §99.33(b) Curriculum Associates, LLC. may redisclose student identifiable information on behalf of District as part of Curriculum Associates, LLC. service to District of providing ongoing professional development services. Curriculum Associates, LLC. will provide DCPS with the names of additional parties and said parities' legitimate educational interests to which Curriculum Associates, LLC. may disclose student identifiable information on behalf of District.

H.15 MISCELLANEOUS

(1) In reference to the section Choice of Law and Jurisdiction in Contractor's i-Ready Connect™, Ready Classroom™, and Teacher Toolbox Digital Products Terms and Conditions of Use, District and Contractor agree to change the jurisdiction in all places from "the Commonwealth of Massachusetts" to "the District of Columbia".

(2) In reference to the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts (the "Standard Provisions"), District and Contractor agree to the following:

(a) Notwithstanding anything to the contrary in clauses 6(f) and 8(b) of the Standard Provisions, District acknowledges that Contractor is the sole source provider of its proprietary educational *i-Ready*® software and related services, and, as such, these products and/or services cannot be purchased from another vendor. Should the District be unsatisfied with the products and/or services, the contract can be terminated upon written notice to the Contractor and a pro rata refund will be issued.
(b) Notwithstanding anything to the contrary in Section 10 of the Standard Provisions, Contractor may assign this contract in connection with the sale of all or substantially all of the outstanding assets or equity of Contractor.
(c) Notwithstanding anything to the contrary in the Standard Provisions, District acknowledges and agrees that Contractor's proprietary *i-Ready*® software solution and related training materials, and all intellectual property rights therein, are owned solely and exclusively by Contractor and, except for the licenses granted explicitly herein, nothing in this contract shall grant the District any right, title, and interest in or to the *i-Ready*® software solution or related services or materials.
(d) Delete clause 12, Appointment of Attorney, of the Standard Provisions and any references to such clause therein.
(e) As the requirement is not applicable, delete any references to traffic records or the requirements surrounding such records.
(f) In the event of a conflict between the Standard Contract Provisions and this Contract, the terms of this Contract shall govern.

SECTION I: CONTRACT CLAUSES

INSURANCE REQUIREMENTS

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.

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, $2,000,000 general aggregate, $2,000,000 products and completed operations aggregate, and $1,000,000 personal and advertising injury aggregate limit.

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 2010 0413 and CG2037 04 13 (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 respects 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
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. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

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 respects 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)
f) Moving and Storage Companies shall be required to provide evidence of BMC91 or BMC91X filing

For Contractors providing transportation:

Contractors providing transportation must additionally comply with the following:

a) Operators holding a restricted WMATC Certificate of Authority must have a single limit of $1.5 million in combined (bodily injury and physical damage) coverage, or
b) Operators holding an unrestricted WMATC Certificate of Authority must have a single limit of $5M in combined (bodily injury and physical damage) coverage.

In addition, both types of WMATC certificate holders must have in place the following Licensing Requirements as applicable:

a) Commercial Driver's License (CDL) with the following endorsements:
   i) P (Passenger): All drivers MUST have a P endorsement enabling them to transport passengers (16 or more).
   ii) S (School Bus): All drivers operating school buses (flashing lights, swing arm w/stop sign) must also have an S endorsement. Please note that driver credentials for any vehicles that are converted school buses must have S.
b) Valid (unexpired) US Department of Transportation Medical Examiner Certification ("Medical Card").

For Contractors using District Government-Owned Vehicles:

Agencies that provide Contractors with District Government-owned or leased motor vehicles are responsible for ensuring that such vehicles are used only for the performance under this Contract. Contractor and its subcontractors are prohibited from using such vehicles for home-to-work transportation unless specifically provided for under the terms of the contract and approved in writing by the Contracting Officer, or otherwise provided by law. Contractor shall obtain automobile liability insurance with a minimum combined single limit of $1,000,000 to cover bodily injury and property damage to protect the Contractor and the District Government against third-party claims arising from the use of District Government-owned vehicles. The Commercial Auto Liability Policy shall be endorsed to include:

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 respects any other insurance, deductibles, or self-insurance available to the additional insureds; and
c) A waiver of subrogation in favor of The Government of the District of Columbia.

In the event of loss, destruction, or damage to any government-owned vehicles used in the performance of contact, Contractor shall be liable for full cost of repair or replacement of lost, destroyed, or damaged vehicle.

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. Media Liability and Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, and violation of any consumer protection laws arising out of Contractor's operations or services with a limit of $5,000,000 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), 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 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 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. 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. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella with minimum limits of $5,000,000 per occurrence and $5,000,000 in the annual aggregate. Coverage must excess of required commercial general liability, commercial auto liability, and employers' liability. 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.

7. 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; $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 Office of Risk Management for compliance review. (REQUIRED IF CONTRACTOR WILL BE ON-SITE AT ANY DCPS LOCATION AND/OR HAVE IN-PERSON CONTACT WITH DCPS STUDENTS)

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insured required of Contractor. Should the Contractor wish to propose different insurance requirements for the subcontractor than the ones outlined in the 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 to the CO. The CO will promptly provide in writing to the Contractor with a decision regarding the insurance requirements applicable to the subcontractor. When requested by the CO, the Contractor must provide proof of the subcontractor's required insurance prior to 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. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding, and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The 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 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 Contractor no long 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 Contractor at least 30 days' notice of the change. 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. Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. 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
Contracts and Acquisitions Division
District of Columbia Public Schools
Office of Fiscal Strategy
1200 First Street, NE 9th Floor
Washington, DC 20002
Tele: 202-442-5136
E-mail: laveta.hilton@k12.dc.gov
W: dcps.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/distributer'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.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the contract by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents"
J.2	U.S. Department of Labor Wage Determination No. No. 2015-4281**,** REV 18 dated April 7, 2021
J.3	Contractor Quote: Nos. Quote #431211.12
J.4	i-Ready Connect™, Ready Classroom™, and Teacher Toolbox Digital Products Terms and Conditions of Use
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents"
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents"