



**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, N.E. 9<sup>th</sup> Floor**  
**Washington, DC 20002**

**CONTRACT NO: GAGA-2023-C-0394**  
**PROGRAM OFFICE: Office of Secondary Schools**  
**CAPTION: College & Career Platform**

**SOLICITATION NO: N/A**

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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:**

|  |  |
|--|--|
| <p><b>CONTRACTOR:</b> (Contractor shall not commence performance until the District of Columbia Public Schools has signed this document)</p> <p>Contractor's Name PowerSchool Group LLC</p> <p>DocuSigned by:<br/>                 BY: <u>Cindy Dutra</u><br/>                 Signature of Authorized Representative<br/>                 Cindy Dutra</p> <p>P.M Name: <u>vice President, Finance operations</u></p> <p>Title<br/> <u>9/13/2024</u><br/>                 Date</p> <p>Mailing Address of the Contractor</p> <p>150 Parkshore Dr,<br/>                 Folsom, CA 95630</p> <p>Telephone No</p> | <p>ACCEPTANCE BY THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS:</p> <p align="center"><b><i>HiltrJ.tv</i></b></p> <p>Contracting Officer<br/> <u>Laveta Hilton</u>      <u>9/27/2024</u><br/>                 Type or Print Name      Date</p> <p>The information contained in the box below is for District of Columbia Public Schools use only, and in the event of a discrepancy between this information and the terms of the contract, the contract terms shall take precedence.</p> <p><b>PERIOD OF CONTRACT:</b><br/>                 October 01, 2023, to September 30, 2024</p> <p><b>CONTRACT AMOUNT: \$129,134.77</b></p> |
|--|--|

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**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 Secondary Schools (OSS), is seeking to continue their existing relationship with PowerSchool with College and Career Platform license renewal.

Naviance is the singular college & and career platform used by DCPS. Naviance provides the following to support DCPS:

- Naviance College and Career Readiness Curriculum
- Naviance eDocs (Senior class only)
- Naviance for High School - District Edition
- Naviance for Middle School - District Edition
- Naviance Consulting and Training Services

**B.2 PRICE/COSTS**

**B.2.1** The Contractor shall provide the required goods and/or services at the price outlined in the updated quote dated August 20, 2024, incorporated as attachment J.9.

**B.2.2** This is a firm-fixed-price contract in accordance with 27 DCMR Chapter 24, with a base year of \$129,134.77.

**B.3 PRICE SCHEDULE - FIRM FIXED PRICE CONTRACT**

**B.3.1 BASE YEAR: October 1, 2023, thru September 30, 2024**

| Contract Line-Item No. (CLIN) | Item Description                   | Estimated Quantity | Unit Cost (Each) | Total Estimated Price |
|-------------------------------|------------------------------------|--------------------|------------------|-----------------------|
| 001                           | Naviance for Middle School         | 8,666              | \$4.72           | \$40,903.52           |
| 002                           | Naviance for High School           | 11,381             | \$7.72           | \$87,861.32           |
| 003                           | Naviance for Youth Services Center | 57                 | \$6.49           | \$369.93              |
| Grand Total for B.3.2         |                                    |                    |                  | \$129,134.77          |

**B.3.2** Should DCPS decide to exercise its unilateral option rights for any option year pursuant to Section F.2.1 of this contract, the parties agree that prices for each option year will be negotiated and finalized each year ninety days before the expiration of the contract. Although option year prices will be negotiated, in no event shall the option year prices result in prices higher than the contractor's list price. \*The district may purchase additional services and customization levels for a fee.

**B.6** For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

A Subcontracting Plan form is available at <http://ocp.dc.gov>. Under Quick Links, click on "Required Solicitation Documents."

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## **SECTION C: SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE:**

The District of Columbia Public Schools (DCPS), Office of Fiscal Strategy, Contracts and Acquisitions Division, on behalf of the Office of Secondary Schools (OSS), is seeking to continue their existing relationship with PowerSchool with College and Career Platform license renewal.

Naviance is the singular college & and career platform used by DCPS. Naviance provides the following to support DCPS:

- Naviance College and Career Readiness Curriculum
- Naviance eDocs (Senior class only)
- Naviance for High School - District Edition
- Naviance for Middle School - District Edition
- Naviance Consulting and Training Services

### **C.2 APPLICABLE DOCUMENTS Not Applicable**

### **C.3 DEFINITIONS RESERVED**

### **C.4 BACKGROUND**

**C.1.1** DCPS began transforming to the Naviance platform for college and career program support in SY2015, phasing out the former platform IGP.

**C.1.2** At the close of SY15 on June 30, 2015, IGP completely closed out, and Naviance has remained the singular college and career platform.

**C.1.3** Additionally, with Middle Schools expanding their work in college and career preparedness and exposure, DCPS has expanded the platform usage to all middle school students with additional features that the High Schools have included, including the following:

- 6-12 College and Career Readiness Curriculum (digital)
- College and Career exposure tests/quizzes/supports (grades 6-12 appropriate)
- National Student Clearinghouse integrated college data for DCPS alumni.
- 9-12 volunteer tracking.

### **C.5 REQUIREMENTS**

**C.5.1** The Contractor shall provide the services in accordance with its technical/pricing proposal, which is incorporated and made a part of this contract, Attachment J.1.2.

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The estimated quantity of the items to be delivered is to be determined at the unit prices as indicated in Section B.2 of the contract, pursuant to the Contractor's pricing proposal - Attachment J.1.2

**SECTION D: PACKAGING AND MARKING**

**D.1** The packaging and marking requirements for this contract shall be governed by clause number (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 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.)

**SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 TERM OF CONTRACT**

The term of the contract shall be from the date of October 01, 2023, to September 30, 2024

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** DCPS may extend the term of this contract for a period of three one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract, provided that DCPS will give the Contractor preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit DCPS to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the 30-day preliminary notice requirement by providing a written waiver to the Contracting Officer before the 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(s) shall be as specified in Section B of the contract.  
\*\*Should DCPS decide to exercise its unilateral option rights for any option year pursuant to Section F.2.1 of this contract, the parties agree that prices for each option year will be negotiated and finalized each year ninety days before the expiration of the contract. Although option year prices will be negotiated, in no event shall the option year prices result in prices higher than the contractor's list price.

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**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 complete the District's requirements and submit each deliverable to the Contract Administrator identified in section G.9 in accordance with the following:

| CLIN | Product or Service                 | Quantity | Start Date | Term (in months) |
|------|------------------------------------|----------|------------|------------------|
| 001  | Naviance for Middle School         | 8,666    | 10/1/2023  | 12               |
| 002  | Naviance for High School           | 11,381   | 10/1/2023  | 12               |
| 003  | Naviance for Youth Services Center | 57       | 10/1/2023  | 12               |

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5, which is required by the 51% District Residents New Hire Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor 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 delivered and accepted 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 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.2 INVOICE SUBMITTAL**

**G.2 INVOICE SUBMITTAL (electronic)**

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

**G.2.2** Unless otherwise specified in the Contract, the Contractor shall submit proper invoices on a monthly basis.

**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**

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**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**

Payment will be based on Section B.4 Price Schedule - Fixed Price Contract and deliverables as listed in Section F.3 - Deliverables.

**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 (Feb 2019)**

**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%** 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 this 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;

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**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 before:

**G.6.1.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat product;

**G.6.1.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.6.1.2.3** 15<sup>th</sup> 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 shall 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 shall pay subcontractors or suppliers 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% 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** 3<sup>rd</sup> day after the required payment date for meat or a meat product;

**G.6.2.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.6.2.2.3** 15<sup>th</sup> 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.

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**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**

**G.6.3.1** 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).

**G.6.3.2** The Contractor shall include in each subcontract under this contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

**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  
Deputy Chief Procurement Officer,  
Contracts and Acquisitions  
District of Columbia Public Schools  
1200 First Street, NE, 9<sup>th</sup> floor.  
Washington, DC 20002  
Phone: 202-442-5136  
E-mail: [LaVeta.Hilton@k12.dc.gov](mailto:LaVeta.Hilton@k12.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.

**G.8.2** 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.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.9 CONTRACT ADMINISTRATOR (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



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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 completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

**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 invoices or vouchers.

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

Christina Rivers  
District of Columbia Public Schools  
Office of Secondary Schools  
1200 First Street, NE 12th floor  
Washington, DC 20002  
Phone: 1(202) 308.5560  
Email: [christina.rivers@kl2.dc.gov](mailto:christina.rivers@kl2.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.

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## 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, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best 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. 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, Revision No.:30 Date of Revision: 7/11/2024 (Attachment J.1.2), 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

(t) 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:

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- (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 (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.

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- 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 as supplemented and modified by this Contract.**
- 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 Mandatory Subcontracting Requirements**

- H.9.1.1** For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.
- H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, 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

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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.9.1.5** If the prime contractor 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, the CBE member of the certified joint venture 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. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code§ 2-218.63.

**H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

**H.9.1.7** 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.9.2 Subcontracting Plan**

If the prime contractor is required to subcontract under this contract, it shall submit a subcontracting plan as part of the bid and it may only be amended after award with the prior written approval of the CO and Director ofDSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

**H.9.3 Copies of Subcontracts**

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director ofDSLBD.

**H.9.4 Subcontracting Plan Compliance Reporting**

**H.9.4.1** The Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor, and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

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- (A) The price that the prime contractor will pay each subcontractor under the subcontract;
- (B) A description of the goods procured or the services subcontracted for;
- (C) The amount paid by the prime contractor under the subcontract; and
- (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

**H.9.4.2** If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

#### **H.9.5 Annual Meetings**

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

#### **H.9.6 Notices**

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

#### **H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.7.1** A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

**H.9.7.2** A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

**H.9.7.3** If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default.**

#### **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) ("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

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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.

## **SECTION I: CONTRACT CLAUSES**

### **1.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (SCP) are incorporated as part of the contract. To obtain a copy of the SCP go to <http://ocp.dc.gov>, under Quick Links click on "Required Solicitation Documents".

### **1.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

### **1.3 CONFIDENTIALITY OF INFORMATION**

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.



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**1.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays unless otherwise stated herein.

**1.5 RIGHTS IN DATA**

Delete clause 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 42, Rights in Data) in its place:

**A. Definitions**

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. "Existing Products" - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. "Custom Products" - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. "District" - The District of Columbia and its agencies.

**B. Title to Project Deliverables**

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor's bid that adaptation

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will violate existing agreements or statutes and Contractor demonstrates such to the District's satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor shall convey, assign, and transfer to the District the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all patent, trademark, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

### **C. Transfers or Assignments of Existing or Custom Products by the District**

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor's business.

### **D. Subcontractor Rights**

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

### **E. Source Code Escrow**

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be

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directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

#### **F. Indemnification and Limitation of Liability**

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

#### **1.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

#### **1.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

#### **1.8 INSURANCE**

- A. GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance to the Contracting Officer (CO) giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to

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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 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 (where applicable)
- e) Defense costs shall be in addition to and not erode the limits of liability

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2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 IO 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 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 it's equivalent)

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

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

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

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

4. Technology Liability, Media Liability and Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, 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

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in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of 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 or excess liability insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

#### C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insurance required of Contractor. Should the Contractor wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided 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 commencement of work by the subcontractor.

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**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 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 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**

LaVeta Hilton

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Deputy Chief Procurement Officer,  
 Contracts and Acquisitions  
 District of Columbia Public Schools  
 1200 First Street, NE, 9<sup>th</sup> floor.  
 Washington, DC 20002  
 Phone:202-442-5136  
 E-mail: [LaVeta.Hilton@kl2.dc.gov](mailto:LaVeta.Hilton@kl2.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.

## **1.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

## **1.10 ORDER OF PRECEDENCE**

The contract awarded as a result of this IFB will contain the following clause:

### **ORDER OF PRECEDENCE**



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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

## 1.11 DISPUTES

Delete clause 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 14, Disputes, in its place:

### 14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

(a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

(1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

- (i) A description of the claim and the amount in dispute;
- (ii) Data or other information in support of the claim;
- (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (iii) The Contractor's request for relief or other action by the CO.

(2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

(3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(4) The CO's written decision shall do the following:

- (i) Provide a description of the claim or dispute;
  - (ii) Refer to the pertinent contract terms;
  - (iii) State the factual areas of agreement and disagreement;
  - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (vi) Indicate that the written document is the CO's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
- (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
- (i) Provide a description of the claim or dispute;
  - (ii) Refer to the pertinent contract terms;
  - (iii) State the factual areas of agreement and disagreement;

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- (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (vi) Indicate that the written document is the CO's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
  - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
  - (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
  - (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
  - (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

## 1.12 CHANGES (Feb 2019)

Delete clause 15, Changes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes, in its place:

### 15. Changes

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.

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- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of the contract, unless the CO:
- (1) Agrees with the Contractor, and if applicable the subcontractor, on a price for the additional work;
  - (2) Obtains a certification of funding to pay for the additional work;
  - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within thirty (30) days after the Contractor submits a proper invoice; and
  - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
- (1) Within five (5) business days of its receipt of notice of the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
  - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within ten (10) days of receipt of payment from the District; and
  - (3) Notify the subcontractor and CO in writing of the reason(s) the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays until the parties agree on a price for the additional work.

### **I.13 NON-DISCRIMINATION CLAUSE**

Delete clause 19, Non-Discrimination Clause, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 19, Non-Discrimination Clause, in its place:

#### **19. Non-Discrimination Clause:**

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) ("Act", as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.

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(b) Pursuant to Mayor's Order 85-85, (6/10/85), Mayor's Order 2002-175 (10/23/02), Mayor's Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
  - (a) employment, upgrading or transfer;
  - (b) recruitment, or recruitment advertising;
  - (c) demotion, layoff or termination;
  - (d) rates of pay, or other forms of compensation; and
  - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).
- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or

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designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

**I.14 COST AND PRICING DATA**

Delete clause 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

**SECTION J: ATTACHMENTS**

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

| Attachment Number | Document   |
|-------------------|--|
| J.1               | Government of the District of Columbia Standard Contract Provisions for Use with theSupplies and Services Contracts (July 2010) available at <a href="https://ocp.dc.gov/">https://ocp.dc.gov/</a> under Quick Links click on "Required Solicitation Documents." |
| J.2               | U.S. Department of Labor Wage Determination No.: No. 2015-4281, Rev 30 dated 111/2024  |
| J.3               | Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85 available at available at <a href="https://ocp.dc.gov/">https://ocp.dc.gov/</a> under Quick Links click on "Required. Solicitation Documents"                                   |

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|------------|---|
| <b>J.4</b> | Department of Employment Services First Source Employment Agreement available at <a href="https://ocp.dc.gov/">https://ocp.dc.gov/</a> under Quick Links click on "Required Solicitation Documents" |
| <b>J.5</b> | Way to Work Amendment Act of 2006-2022 Living Wage Notice available at <a href="https://ocp.dc.gov/">https://ocp.dc.gov/</a> under Quick Links click on "Required Solicitation Documents"           |
| <b>J.6</b> | Way to Work Amendment Act of 2006-2022 Living Wage Fact Sheet available at <a href="https://ocp.dc.gov/">https://ocp.dc.gov/</a> under Quick Links click on "Required Solicitation Documents"       |
| <b>J.7</b> | Tax Certification Affidavit available at <a href="https://ocp.dc.gov/">https://ocp.dc.gov/</a> under Quick Links click on "Required Solicitation Documents"   |
| <b>J.9</b> | Contractor's addendum and updated proposal dated August 20, 2024.   |



**Addendum**

This Addendum addresses amended and additional terms to be included into the Negotiated Contract for Goods and Services (the "Contract"), effective as of the date last signed below. Except as set forth in this Addendum, the Contract, including Quote numbers Q-806479, Q-806484, Q-806494, and Q-806500, is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Contract, the terms of this Addendum will prevail.

1. Section B.4 is revised to state that Contractor will comply with all laws and ordinances to the extent applicable to its performance of the Contract.
2. Section D.1 is revised to note that packaging and marking are not applicable to the Contractor's performance of the Contract.
3. Section E.1 is revised to state that the PowerSchool SLA and limited warranty (both as defined below) shall apply to the Inspection and Acceptance of Contract services.
4. Section F.2.1 is revised to require 60 days' notice of Contract non-renewal.
5. Section H.2.1-5 are each revised to state that such provisions shall be limited to the extent required by applicable law.
6. Section H.9 is not applicable to the performance of the Contract.
7. Section 1.3 is deleted and replaced with the following language:

**"1.3. CONFIDENTIALITY**

**a. Definitions.** For purposes of this section, a Party receiving Confidential Proprietary information (as defined below) will be the "Recipient" and the Party disclosing such information will be the "Discloser", and "Confidential & Proprietary Information" includes all information disclosed by Discloser to Recipient during the Term of this Agreement and marked as "confidential" or "proprietary" or which a reasonable person would understand to be confidential or proprietary; Discloser's Confidential & Proprietary Information does not include: (i) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Discloser's Confidential & Proprietary Information; (ii) information that is publicly available through no wrongful act of Recipient; or (iii) information received by Recipient from a third party who was free to disclose it without confidentiality obligations.

**b. Covenant.** Recipient hereby agrees that during the Term and at all times thereafter it will not: (i) disclose such Confidential & Proprietary Information of the Discloser to any person or entity, except to its own personnel, affiliates or contractors having a "need to know", to its accountants, auditors or other professional advisors relating to its business having a "need to know", to Business Wire's subcontractors having a "need to know" for purposes relating to the provision of the Services to The District and who are bound by a written agreement with Business Wire having terms at least as stringent as this Agreement, and to such other recipients as the Discloser may approve in writing; (ii) use Confidential & Proprietary Information of the Discloser

except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential & Proprietary Information of the Discloser any proprietary legend. Recipient will use at least the same degree of care in safeguarding the





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Confidential & Proprietary Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event will less than due diligence and reasonable care be exercised. Each party will be deemed to have fulfilled its confidentiality obligations under this Section 35, if it affords the other party's Confidential & Proprietary Information at least the same degree of care it takes in protecting its own confidential information from unauthorized disclosure (but in no event using less than a reasonable degree of care). Upon the earlier of: (A) Discloser's written request; and (B) the termination or expiration of this Agreement, regardless of whether a dispute may exist, Recipient will return or destroy (as instructed by Discloser) all Confidential & Proprietary Information of Discloser in its possession or control and cease all further use thereof. Business Wire may retain a copy of such Confidential & Proprietary Information for the sole purpose of and to the extent necessary for it to comply with applicable and legal, regulatory, or reasonable internal back-up or archival policies and requirements, provided that all Confidential Information retained in accordance with this Section (Return and Destruction) will remain subject to the confidentiality obligations under this Agreement at all times. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential & Proprietary Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order. The Recipient will promptly return and/or destroy the Confidential & Proprietary Information upon receipt of written notice by the Disclosing Party. For added clarity, the terms of this section 35 will survive the termination of this Agreement and continue to be in effect for as long as the Recipient maintains possession of the Discloser's Confidential & Proprietary Information. Notwithstanding anything herein to the contrary in this Section 35, Contractor acknowledges that, to the extent The District is subject to public record acts or freedom of information acts, (a) Contractor will reasonably work with The District to provide appropriate information in response to such requests, to the extent such requested information is not Contractor's proprietary information or otherwise exempted from disclosure; and (b) The District shall provide Contractor a reasonable opportunity to object to any such request as permitted under applicable law.

8. Section 1.5(B) is removed. Contractor is issuing a license to its products and services; no new works for hire are contemplated by this agreement.
9. Section 1.5(C) is revised to insert the following sentence: "Such use shall not infringe on Contractor's intellectual property rights or violate applicable confidentiality provisions."
10. Section 1.5(E) is not applicable to the performance of this Contract.
11. Section 1.5(F) is deleted and replaced with the following language:

**"Indemnification and Limitation of Liability.** Subject to the limits of liability herein, Contractor hereby agrees to defend, indemnify, and hold harmless The District from and against any and all losses, liabilities, costs, expenses and damages (collectively, "Liabilities") to the extent arising out of or relating to i) any claim brought by a third party against the District alleging the use of the Contractor's software or services infringe or misappropriate the Intellectual Property Rights of such third party or ii) a confirmed data breach (as defined by the applicable law) to the extent attributable to Contractor resulting from Contractor's violation of the data security provisions expressly set forth in this Agreement or the DPA executed between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR

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SUCH PARTY'S GROSS NEGLIGENCE OR FRAUD, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY, IN EACH CASE ARISING OUT OF THIS AGREEMENT, THE CONTRACTOR'S SOFTWARE OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS OR BREACH OF ITS OBLIGATIONS REGARDING RESTRICTIONS, PROPRIETARY RIGHTS, OR CONFIDENTIALITY AS SET FORTH HEREIN, EACH PARTY'S AND ITS AFFILIATES' COLLECTIVE AGGREGATE LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES IN CONNECTION OR ARISING OUT OF THIS AGREEMENT, CONTRACTOR'S SOFTWARE OR SERVICES SHALL NOT EXCEED 3X THE TOTAL AMOUNTS ACTUALLY PAID BY THE DISTRICT TO CONTRACTOR IN THE IMMEDIATELY PRECEDING TWELVE (12)-MONTH PERIOD FOR THE APPLICABLE SOFTWARE OR SERVICE ON WHICH THE CLAIM IS BASED OR \$1,000,000, WHICHEVER IS GREATER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COLLECTIVE AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES FOR INDEMNITY OBLIGATIONS SHALL NOT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY THE DISTRICT TO CONTRACTOR IN THE IMMEDIATELY PRECEDING TWENTY-FOUR (24)-MONTH PERIOD FOR THE APPLICABLE SOFTWARE OR SERVICE ON WHICH THE CLAIM IS BASED."

12. Section 1.8(1) is deleted and revised to state as follows: "During the Term, Contractor agrees to maintain insurance coverage consistent with the required limits as stated herein. Upon execution of this Agreement, and one (1) time per calendar year upon the District's request, Contractor shall provide the District with certificate(s) of insurance. Contractor will provide notice and updated certificate(s) of insurance to The District in the event of a cancellation or other material change to the insurance coverage(s) described in the applicable Contractor certificate(s) of insurance."

13. The following language is inserted as section 1.13:

### "1.13. PROPRIETARY RIGHTS

**1.13.1. Contractor Offerings and Software.** Contractor and its licensors solely and exclusively own all right, title, and interest, including all related Intellectual Property Rights, in and to the Contractor software and services provided under this Agreement. This Agreement is not a sale and does not convey to The District any rights of ownership in or related to the Contractor Offering or Contractor Software, or the Intellectual Property Rights owned or licensed by Contractor. The District will not accrue any residual rights to the Contractor Offering, including any rights to the Intellectual Property Rights in connection therewith.

**1.13.2. Transaction Data.** Notwithstanding anything to the contrary in this Agreement, Contractor has the right to collect and 6188 Transaction Data for internal research and to develop, improve, 861pport, and operate its prod61cts and services d61ring and after the Term.

**1.13.3. J.De Identified Data.** Notwithstanding anything to the contrary, The District hereby agrees and ackno>ALledges that Contractor shall have the right to process, aggregate and analy e De Identified Data relating to the provision, 6188 and performance of vario61s aspects of the ContractorO:ff9ring and related systems and technologies, and Contractor will be free(d61ring and after the Term) to: (i) 6188 s61ch De identified Data to improve and enhance the Contractor Offering and Contractor Softi.\lare and for other development, diagnostic and corrective p61rposes in connection with the Contractor O:ff9ring, Contractor Software, and other Contractor prod61cts and



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services, and (ii) disclose De identified Data solely in connection with its business, including, Without limitation, for training, R&D, marketing and promotional efforts.

**1.13.4. Feedback.** If The District or any User elects to provide Contractor with any suggestions, comments, improvements, enhancement requests, recommendations, corrections, ideas or other feedback relating to the Contractor Offering or any other Contractor's products or services (collectively, "Feedback"), The District grants to Contractor a worldwide, perpetual, irrevocable, royalty-free, and transferable license to use and incorporate into Contractor Offering and Contractor Software any Feedback (excluding any The District Confidential Information contained in the Feedback).

**1.13.5. Contractor Trademarks.** Contractor exclusively owns all of its Trademarks, including, without limitation, the Contractor name, the Contractor logo, and other owned brands and product names associated with the Contractor Offering. No right or license is granted by this Agreement to their use.

**1.13.6. The District Trademarks.** The District exclusively owns all of its Trademarks, including, without limitation, the The District name and logo.

**1.13.7. No Use of Trademarks.** Neither Party nor its affiliates shall use the other Party's Trademarks in any form or substance in any medium or for any purpose without the other Party's prior written consent (which consent can be via e-mail if such e-mail is from an authorized representative of the consenting Party.).

14. The following language is inserted as section 1.14:

### "1.14. THIRD-PARTY SOFTWARE; EMBEDDED APPLICATIONS.

**1.14.1 Licensed Third-Party Software.** If Contractor provides any licensed third-party software under this Agreement, Contractor shall be responsible for securing the licenses or authorizations required from the applicable third parties to provide such software to The District. Terms regarding fees and payment, third-party software, embedded applications), disclaimer of warranties, indemnification, and limitation of liability in this Agreement apply to licensed third-party software.

**1.14.2 Other Third-Party Software.** Other third-party software is licensed directly to the The District pursuant to separate license terms between The District and a third-party supplier. Other third-party software is not supported by Contractor. All support, warranties, and services related to other third-party software are provided by the supplier of the software under such third party's terms and conditions, and not by Contractor. Contractor will have no obligations or liability regarding such software.

**1.14.3 Embedded Applications.** Contractor software and services may contain software applications developed by third parties that reside within Contractor's proprietary software

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embedded applications. If any additional license terms are identified in Exhibit D below (Product Specific Terms), The District will comply with such conditions with respect to such applications. Certain embedded applications may also be subject to "open source" licensing terms. In some cases, the open-source licensing terms may conflict with portions of this Agreement, and to the extent of any such conflict, the open-source licensing terms will govern, but only as to the software components subject to those terms. Notwithstanding the foregoing, The District acknowledges that if any open-source software component is licensed under terms that permit The District to modify such component, and if The District does modify such component, then Contractor will not be responsible for any incompatibility due to such modifications."

15. The following language is inserted as section 1.15:

**"1.15. WARRANTIES.**

**1.15.1 Mutual Warranties.** Each Party represents and warrants that: (a) it has the full right, power and authority to enter into this Agreement and perform its obligations hereunder; (b) the individual accepting or executing the Agreement has the authority to bind such Party to the terms and conditions of this Agreement; and (c) when accepted or executed, this Agreement will constitute the legal, valid and binding obligation of each Party.

**1.15.2 Limited Warranty.** Contractor warrants that the Contractor software and services provided under this Agreement will operate in substantial conformity with the applicable documentation under normal use and circumstances. If The District notifies Contractor in writing of a breach of this warranty, Contractor will, at its option, either: (a) use commercially reasonable efforts to correct the reported non-conformity, at no charge to The District, or (b) if Contractor determines such remedy to be impracticable, issue The District a credit or refund of a portion of the fees pre-paid by The District for the nonconforming Subscription Service that fairly reflects (at Contractor's reasonable determination) the diminished value of the non-conforming Subscription Service. The foregoing constitutes The District's sole and exclusive remedy for any breach of this limited warranty. This warranty will not apply: (i) unless The District makes a claim within thirty (30) days of the date on which The District first noticed the non-conformity, or (ii) if the error was caused by misuse, unauthorized modifications, or third-party hardware, software, or services.

**1.15.3. DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 33 (WARRANTIES), CONTRACTOR SOFTWARE AND SERVICES AND THIRD-PARTY SOFTWARE ARE PROVIDED "AS IS", AND CONTRACTOR AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CONTRACTOR DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE CONTRACTOR SOFTWARE AND SERVICES WILL MEET THE DISTRICT'S REQUIREMENTS, OR THAT THE OPERATION OF THE CONTRACTOR SOFTWARE AND SERVICES WILL BE UNINTERRUPTED OR ERROR- FREE, OR THAT DEFECTS IN THE CONTRACTOR SOFTWARE AND SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONTRACTOR OR A CONTRACTOR REPRESENTATIVE WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. CONTRACTOR DOES NOT MAKE ANY WARRANTIES AND SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THIRD-PARTY SOFTWARE. THE DISTRICT MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. THE ABOVE EXCLUSIONS APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW."

16. The following language is inserted as section 1.15:

**"1.15. SOFTWARE LICENSE AND RESTRICTIONS.**

**1.15.1 SaaS Subscription Services.** If The District makes all payments on time, Contractor will: (a) make the SaaS Subscription available to the The District and for the contracted

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quantity at each licensed site in conformance with the applicable Document attached; (b) provide applicable Contractor standard support Services for the SaaS subscription to The District and authorized users, and provide upgraded support if purchased, as described in Exhibit A (Support Policy and Service Level Agreement); and (c) host the SaaS Subscription pursuant to the terms of the service level agreement set

forth on Exhibit A (Support Policy and Service Level Agreement). Provision of the SaaS Subscription is subject to the terms of the Agreement and the applicable portions of the Contractor privacy policy (the "Privacy Policy") located at <http://www.powerschool.com/privacy> (as may be updated from time to time).

**1.15.2.Restrictions on Use of Services.** Subscription service(s) will only be used as expressly authorized by this Agreement and in compliance with all applicable laws and regulations. All rights not expressly granted to The District herein are expressly reserved by PowerSchool. The District will use the PowerSchool software and services only for the internal purposes of The District and only for licensed sites. The District shall not exceed the maximum quantity for the subscription services as stated in the applicable Quote without additional payment. The District will not, and will not permit Users or third parties to: (a) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available any Subscription Service to a third party or in a service bureau or outsourcing offering; (b) use any Subscription Service to provide, or incorporate any Subscription Service into, any general purpose data warehousing service for the benefit of a third party; (c) reverse engineer, decompile, disassemble, modify, or otherwise attempt to derive source code or non-public APIs to any Contractor Software, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Contractor); (d) write or develop any derivative works based upon the Contractor Offering; (e) interfere with or disrupt the integrity or performance of any Contractor Offering or third-party data contained therein or any systems or networks; (f) use the Subscription Services to build similar or competitive products or services; (g) perform or publish any performance or benchmark tests or analyses relating to the Subscription Services, other than solely for The District's internal use; (h) remove or obscure any proprietary or other notices contained in any Contractor Offering; or (i) use any robot, spider, data miner, crawler, scraper or other automated means to access or index the Contractor Offering. The District shall not use plugins that are not approved by Contractor. For any Contractor Offering that may include messaging, The District understands that standard SMS (texting) fees apply to all registered contacts who receive an SMS sent out via Contractor's Offering. Contractor is responsible for payment for all SMS sent FROM Contractor's Offering.

17. The following language is inserted as section 1.15:

**"1.15. CONTRACTOR POLICIES.** Contractor's Support Policy and Service Level Agreement "PowerSchool SLA" ([https://www.powerschool.com/Exhibit A-Support-Policy-SLA\\_Feb2022/](https://www.powerschool.com/Exhibit A-Support-Policy-SLA_Feb2022/)), Professional Services Policy ([https://www.powerschool.com/Exhibit B-Professional-Services-Policy\\_Feb2022/](https://www.powerschool.com/Exhibit B-Professional-Services-Policy_Feb2022/)), Data Privacy Addendum ([https://www.powerschool.com/Exhibit C-Customer-DPA\\_Feb2022/](https://www.powerschool.com/Exhibit C-Customer-DPA_Feb2022/)), and Product-Specific Terms ([https://www.powerschool.com/Exhibit D-Product-Specific-Terms\\_Feb2022/](https://www.powerschool.com/Exhibit D-Product-Specific-Terms_Feb2022/)) are hereby incorporated into the MSA as exhibits thereto."

18. The Standard Contract Provisions document incorporated by reference into the Contract is hereby revised as follows:

- a. Section 2 (Shipping Instructions - Consignment) is removed.



# PowerSchool

## Powering Brighter Futures

- b. Section 3 (Patents) is removed and replaced with Contractor indemnification obligations as described in Section 1.5(F) to the Contract.
- c. Section 4 (Quality) is removed and replaced with 1.15 to the Contract (Warranties).
- d. Section 5 (Inspection of Supplies) is removed and replaced with Section 1.15 (Warranties) and the PowerSchool SLA.
- e. Section 8 (Default) is revised to require a cure period of thirty (30) days.
- f. Section 9 (Indemnification) is removed and replaced with Section 1.5(F) to the Contract (Indemnification and Limitation of Liability).
- g. Section 12 (Appointment of Attorney) is revised to state that notice of process will be provided to PowerSchool's registered agent.
- h. Section 15 (Changes) is revised to require Contractor consent in order to modify the terms of the Contract.
- i. Section 16 (Termination for Convenience of the District) is revised to insert the following language: "For multiyear agreements, the termination date will be effective at the end of the then-current subscription term. For annual agreements, the termination date will be effective no sooner than sixty (60) days following the District's issuance of notice hereunder. Contractor will not issue prorated refunds for prepaid annual software license fees."
- j. Section 17 (Recovery of Debts Owed to the District) is removed.
- k. Section 22 (Appropriation of Funds) is revised to state that the District will make best efforts to give Contractor 30 days' notice in case of termination due to non-appropriation.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE ADDENDUM, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

**POWERSCHOOL GROUP LLC**

**DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

Signature: [Signature]

Signature: \_\_\_\_\_

Printed Name: Cindy Dutra

Printed Name: \_\_\_\_\_

Title: vice President, Finance Operations

Title: \_\_\_\_\_

Date: 9/13/2024

Date: \_\_\_\_\_





Sales Quote - This is Not An Invoice

Prepared By: Tamika Bruce  
 Customer Name: District of Columbia Public Schools  
 Contract Term: 12 Months  
 Start Date: 1-OCT-2023  
 End Date: 30-SEP-2024  
 Billing Frequency: Annually

Customer Contact: Karime Naime  
 Title: Director of College Prep Programs  
 Address: 825 North Capitol Street NE  
 City: Washington  
 State/Province: District of Columbia  
 Zip Code: 61008-4559  
 Phone#: 202-645-7293 DIRECT (Kimberly's old #)

| Product Description | Quantity | Unit | Extended Price |
|---------------------|----------|------|----------------|
|---------------------|----------|------|----------------|

Initial Term 1-OCT-2023 - 30-SEP-2024

License and Subscription Fees

|                       |   |        |          |            |
|-----------------------|---|--------|----------|------------|
| Naviance AchieveWorks | Ida B. Wells Middle School                    | 370.00 | Students | USO 514.30 |
| Naviance AchieveWorks | Capitol Hill Montessori School @ Logan        | 74.00  | Students | USO 102.86 |
| Naviance AchieveWorks | Excel Academy                                 | 144.00 | Students | USO 200.16 |
| Naviance AchieveWorks | Cardozo Education Campus                      | 186.00 | Students | USO 258.54 |
| Naviance AchieveWorks | Columbia Heights Education Campus             | 512.00 | Students | USO 711.68 |
| Naviance AchieveWorks | Youth Services Center/Inspiring Youth Program | 3.00   | Students | USO 4.17   |
| Naviance AchieveWorks | McKinley Middle School                        | 281.00 | Students | USO 390.59 |
| Naviance AchieveWorks | Takoma Education Campus                       | 52.00  | Students | USO 72.28  |
| Naviance AchieveWorks | Sousa Middle School                           | 282.00 | Students | USO 391.98 |
| Naviance AchieveWorks | Walker-Jones Education Campus                 | 111.00 | Students | USO 154.29 |
| Naviance AchieveWorks | Leckie Education Campus                       | 105.00 | Students | USO 145.95 |
| Naviance AchieveWorks | LaSalle-Backus Education Campus               | 40.00  | Students | USO 55.60  |
| Naviance AchieveWorks | Whittier Education Campus                     | 39.00  | Students | USO 54.21  |
| Naviance AchieveWorks | Wheatley Education Campus                     | 84.00  | Students | USO 116.76 |

|                            |  |          |          |              |
|----------------------------|--|----------|----------|--------------|
| Naviance AchieveWorks      | Brookland Middle School                            | 348.00   | Students | USO 483.72   |
| Naviance AchieveWorks      | Brightwood Education Campus                        | 83.00    | Students | USO 115.37   |
| Naviance AchieveWorks      | Hart Middle School                                 | 482.00   | Students | USO 669.98   |
| Naviance AchieveWorks      | Deal Middle School                                 | 1,457.00 | Students | USO 2,025.23 |
| Naviance AchieveWorks      | MacFarland Middle School                           | 652.00   | Students | USO 906.28   |
| Naviance AchieveWorks      | Kramer Middle School                               | 245.00   | Students | USO 340.55   |
| Naviance AchieveWorks      | Johnson Middle School                              | 359.00   | Students | USO 499.01   |
| Naviance AchieveWorks      | Jefferson Middle School Academy                    | 378.00   | Students | USO 525.42   |
| Naviance AchieveWorks      | School Without Walls @ Francis-Stevens             | 271.00   | Students | USO 376.69   |
| Naviance AchieveWorks      | Eliot-Hine Middle School                           | 270.00   | Students | USO 375.30   |
| Naviance AchieveWorks      | Hardy Middle School                                | 500.00   | Students | USO 695.00   |
| Naviance AchieveWorks      | Browne Education Campus                            | 111.00   | Students | USO 154.29   |
| Naviance AchieveWorks      | Stuart-Hobson Middle School (Capitol Hill Cluster) | 515.00   | Students | USO 715.85   |
| Naviance AchieveWorks      | Oyster-Adams Bilingual School                      | 209.00   | Students | USO 290.51   |
| Naviance AchieveWorks      | Kelly Miller Middle School                         | 503.00   | Students | USO 699.17   |
| Naviance for Middle School | Ida B. Wells Middle School                         | 370.00   | Students | USO 1,232.10 |
| Naviance for Middle School | Capitol Hill Montessori School @ Logan             | 74.00    | Students | USO 246.42   |
| Naviance for Middle School | Excel Academy                                      | 144.00   | Students | USO 479.52   |
| Naviance for Middle School | Cardozo Education Campus                           | 186.00   | Students | USO 619.38   |
| Naviance for Middle School | Columbia Heights Education Campus                  | 512.00   | Students | USO 1,704.96 |
| Naviance for Middle School | Youth Services Center/Inspiring Youth Program      | 3.00     | Students | USO 9.99     |
| Naviance for Middle School | McKinley Middle School                             | 281.00   | Students | USO 935.73   |
| Naviance for Middle School | Takoma Education Campus                            | 52.00    | Students | USO 173.16   |
| Naviance for Middle School | Sousa Middle School                                | 282.00   | Students | USO 939.06   |



|                            |  |          |          |              |
|----------------------------|--|----------|----------|--------------|
| Naviance for Middle School | Walker-Jones Education Campus                      | 111.00   | Students | USO 369.63   |
| Naviance for Middle School | Leckie Education Campus                            | 105.00   | Students | USO 349.65   |
| Naviance for Middle School | LaSalle-Backus Education Campus                    | 40.00    | Students | USO 133.20   |
| Naviance for Middle School | Whittier Education Campus                          | 39.00    | Students | USO 129.87   |
| Naviance for Middle School | Wheatley Education Campus                          | 84.00    | Students | USO 279.72   |
| Naviance for Middle School | Brookland Middle School                            | 348.00   | Students | USO 1,158.84 |
| Naviance for Middle School | Brightwood Education Campus                        | 83.00    | Students | USO 276.39   |
| Naviance for Middle School | Hart Middle School                                 | 482.00   | Students | USO 1,605.06 |
| Naviance for Middle School | Deal Middle School                                 | 1,457.00 | Students | USO 4,851.81 |
| Naviance for Middle School | MacFarland Middle School                           | 652.00   | Students | USO 2,171.16 |
| Naviance for Middle School | Kramer Middle School                               | 245.00   | Students | USO 815.85   |
| Naviance for Middle School | Johnson Middle School                              | 359.00   | Students | USO 1,195.47 |
| Naviance for Middle School | Jefferson Middle School Academy                    | 378.00   | Students | USO 1,258.74 |
| Naviance for Middle School | School Without Walls @ Francis-Stevens             | 271.00   | Students | USO 902.43   |
| Naviance for Middle School | Eliot-Hine Middle School                           | 270.00   | Students | USO 899.10   |
| Naviance for Middle School | Hardy Middle School                                | 500.00   | Students | USO 1,665.00 |
| Naviance for Middle School | Browne Education Campus                            | 111.00   | Students | USO 369.63   |
| Naviance for Middle School | Stuart-Hobson Middle School (Capitol Hill Cluster) | 515.00   | Students | USO 1,714.95 |
| Naviance for Middle School | Oyster-Adams Bilingual School                      | 209.00   | Students | USO 695.97   |
| Naviance for Middle School | Kelly Miller Middle School                         | 503.00   | Students | USO 1,674.99 |

License and Subscription Totals: **USD 40,903.52**

**Quote Total**

|                              |                                 |
|------------------------------|---------------------------------|
| <b>Initial Term</b>          | <b>1-OCT-2023 - 30-SEP-2024</b> |
| <b>Amount To Be Invoiced</b> | <b>USD 40,903.52</b>            |

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at [https://www.powerschool.com/MSA\\_Mar2024/](https://www.powerschool.com/MSA_Mar2024/), as may be amended.

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the current subscription period.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

District of Columbia Public Schools

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Job Title:

Date: 5-JUL-2023

Date:

PO Number: \_\_\_\_\_



Sales Quote - This is Not An Invoice

Prepared By: Tamika Bruce  
 Customer Name: District of Columbia Public Schools  
 Contract Term: 12 Months  
 Start Date: 1-OCT-2023  
 End Date: 30-SEP-2024  
 Billing Frequency: Annually

Customer Contact: Karime Naime  
 Title: Director of College Prep Programs  
 Address: 825 North Capitol Street NE  
 City: Washington  
 State/Province: District of Columbia  
 Zip Code: 61008-4559  
 Phone#: 202-645-7293 DIRECT (Kimberly's old #)

| Product Description                              | Quantity                                  | Unit   | Extended Price |              |
|--|---|--------|----------------|--------------|
| <b>Initial Term 1-OCT-2023 - 30-SEP-2024</b>     |   |        |                |              |
| <b>License and Subscription Fees</b>             |   |        |                |              |
| Naviance AchieveWorks                            | McKinley Technology High School           | 691.00 | Students       | USO 960.49   |
| Naviance AchieveWorks                            | Columbia Heights Education Campus         | 953.00 | Students       | USO 1,324.67 |
| Naviance AchieveWorks                            | Ballou STAY High School                   | 278.00 | Students       | USO 386.42   |
| Naviance AchieveWorks                            | Roosevelt STAY High School                | 402.00 | Students       | USO 558.78   |
| Naviance AchieveWorks                            | Ron Brown College Preparatory High School | 210.00 | Students       | USO 291.90   |
| Naviance College and Career Readiness Curriculum | McKinley Technology High School           | 691.00 | Students       | USO 1,223.07 |
| Naviance College and Career Readiness Curriculum | Columbia Heights Education Campus         | 953.00 | Students       | USO 1,686.81 |
| Naviance College and Career Readiness Curriculum | Ballou STAY High School                   | 278.00 | Students       | USO 492.06   |
| Naviance College and Career Readiness Curriculum | Roosevelt STAY High School                | 402.00 | Students       | USO 711.54   |
| Naviance College and Career Readiness Curriculum | Ron Brown College Preparatory High School | 210.00 | Students       | USO 371.70   |
| Naviance eDocs                                   | McKinley Technology High School           | 691.00 | Students       | USO 587.35   |
| Naviance eDocs                                   | Columbia Heights Education Campus         | 953.00 | Students       | USO 810.05   |
| Naviance eDocs                                   | Ballou STAY High School                   | 278.00 | Students       | USO 236.30   |

|                          |   |        |          |              |
|--------------------------|---|--------|----------|--------------|
| Naviance eDocs           | Roosevelt STAY High School                | 402.00 | Students | USO 341.70   |
| Naviance eDocs           | Ron Brown College Preparatory High School | 210.00 | Students | USO 178.50   |
| Naviance for High School | McKinley Technology High School           | 691.00 | Students | USO 2,563.61 |
| Naviance for High School | Columbia Heights Education Campus         | 953.00 | Students | USO 3,535.63 |
| Naviance for High School | Ballou STAY High School                   | 278.00 | Students | USO 1,031.38 |
| Naviance for High School | Roosevelt STAY High School                | 402.00 | Students | USO 1,491.42 |
| Naviance for High School | Ron Brown College Preparatory High School | 210.00 | Students | USO 779.10   |

License and Subscription Totals: **USD 19,562.48**

**Quote Total**

|                              |                                 |
|------------------------------|---------------------------------|
| <b>Initial Term</b>          | <b>1-OCT-2023 - 30-SEP-2024</b> |
| <b>Amount To Be Invoiced</b> | <b>USD 19,562.48</b>            |

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at [https://www.powerschool.com/MSA\\_Mar2024/](https://www.powerschool.com/MSA_Mar2024/), as may be amended.

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the current subscription period.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

District of Columbia Public Schools

Signature:

Signature:

A handwritten signature in black ink, appearing to read "Eric Shander". The signature is written in a cursive style with a large initial "E".

Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Job Title:

Date: 19-DEC-2023

Date:

PO Number: \_\_\_\_\_



Sales Quote - This is Not An Invoice

Prepared By: Tamika Bruce  
 Customer Name: District of Columbia Public Schools  
 Contract Term: 12 Months  
 Start Date: 1-OCT-2023  
 End Date: 30-SEP-2024  
 Billing Frequency: Annually

Customer Contact: Nicole Clements  
 Title: Director of College Prep Programs  
 Address: 825 North Capitol Street NE  
 City: Washington  
 State/Province: District of Columbia  
 Zip Code: 61008-4559  
 Phone#: (202) 645-7293

| Product Description                              | Quantity                                      | Unit  | Extended Price |            |
|--|---|-------|----------------|------------|
| <b>Initial Term 1 OCT 2023 - 30 SEP 2024</b>     |   |       |                |            |
| <b>License and Subscription Fees</b>             |   |       |                |            |
| Naviance AchieveWorks                            | Youth Services Center/Inspiring Youth Program | 57.00 | Students       | USD 79.23  |
| Naviance College and Career Readiness Curriculum | Youth Services Center/Inspiring Youth Program | 57.00 | Students       | USD 100.89 |
| Naviance for Middle School                       | Youth Services Center/Inspiring Youth Program | 57.00 | Students       | USD 189.81 |

License and Subscription Totals: **USD 369.93**

**Quote Total**

|                              |                                 |
|------------------------------|---------------------------------|
| <b>Initial Term</b>          | <b>1-OCT-2023 - 30-SEP-2024</b> |
| <b>Amount To Be Invoiced</b> | <b>USD 369.93</b>               |

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at [https://www.powerschool.com/MSA\\_Mar2024/](https://www.powerschool.com/MSA_Mar2024/), as may be amended.

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard

annual price uplift) unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the current subscription period.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

District of Columbia Public Schools

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Job Title:

Date: 5-JUL-2023

Date:

PO Number: \_\_\_\_\_



Sales Quote - This is Not An Invoice

Prepared By: Tamika Bruce  
 Customer Name: District of Columbia Public Schools  
 Contract Term: 12 Months  
 Start Date: 1-OCT-2023  
 End Date: 30-SEP-2024  
 Billing Frequency: Annually

Customer Contact: Karime Naime  
 Title: Director of College Prep Programs  
 Address: 825 North Capitol Street NE  
 City: Washington  
 State/Province: District of Columbia  
 Zip Code: 61008-4559  
 Phone#: 202-645-7293 DIRECT (Kimberly's old #)

| Product Description                              | Quantity                          | Unit   | Extended Price |              |
|--|-----------------------------------|--------|----------------|--------------|
| <b>Initial Term 1-OCT-2023 - 30-SEP-2024</b>     |                                   |        |                |              |
| <b>License and Subscription Fees</b>             |                                   |        |                |              |
| Naviance AchieveWorks                            | Anacostia High School             | 259.00 | Students       | USO 360.01   |
| Naviance College and Career Readiness Curriculum | Anacostia High School             | 259.00 | Students       | USO 458.43   |
| Naviance eDocs                                   | Anacostia High School             | 259.00 | Students       | USO 220.15   |
| Naviance for High School                         | Anacostia High School             | 259.00 | Students       | USO 960.89   |
| Naviance AchieveWorks                            | Ballou High School                | 669.00 | Students       | USO 929.91   |
| Naviance College and Career Readiness Curriculum | Ballou High School                | 669.00 | Students       | USO 1,184.13 |
| Naviance eDocs                                   | Ballou High School                | 669.00 | Students       | USO 568.65   |
| Naviance for High School                         | Ballou High School                | 669.00 | Students       | USO 2,481.99 |
| Naviance AchieveWorks                            | Bard High School Early College DC | 266.00 | Students       | USO 369.74   |
| Naviance College and Career Readiness Curriculum | Bard High School Early College DC | 266.00 | Students       | USO 470.82   |
| Naviance eDocs                                   | Bard High School Early College DC | 266.00 | Students       | USO 226.10   |
| Naviance for High School                         | Bard High School Early College DC | 266.00 | Students       | USO 986.86   |
| Naviance AchieveWorks                            | Benjamin Banneker High School     | 545.00 | Students       | USO 757.55   |
| Naviance College and Career Readiness Curriculum | Benjamin Banneker High School     | 545.00 | Students       | USO 964.65   |
| Naviance eDocs                                   | Benjamin Banneker High School     | 545.00 | Students       | USO 463.25   |
| Naviance for High School                         | Benjamin Banneker High School     | 545.00 | Students       | USO 2,021.95 |



|  |                                   |        |          |              |
|--|-----------------------------------|--------|----------|--------------|
| Naviance AchieveWorks                            | Cardozo Education Campus          | 409.00 | Students | USO 568.51   |
| Naviance College and Career Readiness Curriculum | Cardozo Education Campus          | 409.00 | Students | USO 723.93   |
| Naviance eDocs                                   | Cardozo Education Campus          | 409.00 | Students | USO 347.65   |
| Naviance for High School                         | Cardozo Education Campus          | 409.00 | Students | USO 1,517.39 |
| Naviance AchieveWorks                            | Coolidge High School              | 561.00 | Students | USO 779.79   |
| Naviance College and Career Readiness Curriculum | Coolidge High School              | 561.00 | Students | USO 992.97   |
| Naviance eDocs                                   | Coolidge High School              | 561.00 | Students | USO 476.85   |
| Naviance for High School                         | Coolidge High School              | 561.00 | Students | USO 2,081.31 |
| Naviance AchieveWorks                            | Duke Ellington School of the Arts | 587.00 | Students | USO 815.93   |
| Naviance College and Career Readiness Curriculum | Duke Ellington School of the Arts | 587.00 | Students | USO 1,038.99 |
| Naviance eDocs                                   | Duke Ellington School of the Arts | 587.00 | Students | USO 498.95   |
| Naviance for High School                         | Duke Ellington School of the Arts | 587.00 | Students | USO 2,177.77 |
| Naviance AchieveWorks                            | Dunbar High School                | 678.00 | Students | USO 942.42   |
| Naviance College and Career Readiness Curriculum | Dunbar High School                | 678.00 | Students | USO 1,200.06 |
| Naviance eDocs                                   | Dunbar High School                | 678.00 | Students | USO 576.30   |
| Naviance for High School                         | Dunbar High School                | 678.00 | Students | USO 2,515.38 |
| Naviance AchieveWorks                            | Eastern High School               | 699.00 | Students | USO 971.61   |
| Naviance College and Career Readiness Curriculum | Eastern High School               | 699.00 | Students | USO 1,237.23 |
| Naviance eDocs                                   | Eastern High School               | 699.00 | Students | USO 594.15   |
| Naviance for High School                         | Eastern High School               | 699.00 | Students | USO 2,593.29 |
| Naviance AchieveWorks                            | H.D. Woodson High School          | 419.00 | Students | USO 582.41   |
| Naviance College and Career Readiness Curriculum | H.D. Woodson High School          | 419.00 | Students | USO 741.63   |
| Naviance eDocs                                   | H.D. Woodson High School          | 419.00 | Students | USO 356.15   |
| Naviance for High School                         | H.D. Woodson High School          | 419.00 | Students | USO 1,554.49 |
| Naviance AchieveWorks                            | Luke C. Moore High School         | 220.00 | Students | USO 305.80   |
| Naviance College and Career Readiness Curriculum | Luke C. Moore High School         | 220.00 | Students | USO 389.40   |

|  |   |          |          |              |
|--|---|----------|----------|--------------|
| Naviance eOocs                                   | Luke C. Moore High School                                   | 220.00   | Students | USO 187.00   |
| Naviance for High School                         | Luke C. Moore High School                                   | 220.00   | Students | USO 816.20   |
| Naviance AchieveWorks                            | Phelps Architecture, Construction & Engineering High School | 272.00   | Students | USO 378.08   |
| Naviance College and Career Readiness Curriculum | Phelps Architecture, Construction & Engineering High School | 272.00   | Students | USO 481.44   |
| Naviance eOocs                                   | Phelps Architecture, Construction & Engineering High School | 272.00   | Students | USO 231.20   |
| Naviance for High School                         | Phelps Architecture, Construction & Engineering High School | 272.00   | Students | USO 1,009.12 |
| Naviance AchieveWorks                            | Roosevelt High School                                       | 730.00   | Students | USO 1,014.70 |
| Naviance College and Career Readiness Curriculum | Roosevelt High School                                       | 730.00   | Students | USO 1,292.10 |
| Naviance eOocs                                   | Roosevelt High School                                       | 730.00   | Students | USO 620.50   |
| Naviance for High School                         | Roosevelt High School                                       | 730.00   | Students | USO 2,708.30 |
| Naviance AchieveWorks                            | School Without Walls High School                            | 598.00   | Students | USO 831.22   |
| Naviance College and Career Readiness Curriculum | School Without Walls High School                            | 598.00   | Students | USO 1,058.46 |
| Naviance eOocs                                   | School Without Walls High School                            | 598.00   | Students | USO 508.30   |
| Naviance for High School                         | School Without Walls High School                            | 598.00   | Students | USO 2,218.58 |
| Naviance AchieveWorks                            | Jackson-Reed High School                                    | 1,935.00 | Students | USO 2,689.65 |
| Naviance College and Career Readiness Curriculum | Jackson-Reed High School                                    | 1,935.00 | Students | USO 3,424.95 |
| Naviance eOocs                                   | Jackson-Reed High School                                    | 1,935.00 | Students | USO 1,644.75 |
| Naviance for High School                         | Jackson-Reed High School                                    | 1,935.00 | Students | USO 7,178.85 |

License and Subscription Totals: **USD 68,298.84**

**Quote Total**

**Initial Term 11-OCT-2023 - 30-SEP-2024**

|                              |                      |
|------------------------------|----------------------|
| <b>Amount To Be Invoiced</b> | <b>USD 68,298.84</b> |
|------------------------------|----------------------|

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at [https://www.powerschool.com/MSA\\_Mar2024/](https://www.powerschool.com/MSA_Mar2024/), as may be amended.

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the current subscription period.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

District of Columbia Public Schools

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Job Title:

Date: 5-JUL-2023

Date:

PO Number: \_\_\_\_\_