



DISTRICT OF COLUMBIA
PUBLIC SCHOOLS

NEGOTIATED CONTRACT FOR GOODS AND/OR SERVICES

ISSUED BY: Contracts and Acquisitions Division

ADDRESS: 1200 First Street, NE, 9th Floor, Washington, DC 20002

CONTRACT NO: GAGA-2024-C-0300 **SOLICITATION NO:** N/A

PROGRAM OFFICE: Office of Teaching and Learning

CAPTION: ELA and Math Formative Assessments Online Platform

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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:

PURCHASE ORDER NUMBER: TBD

<p>CONTRACTOR: (Contractor shall not commence performance until the District of Columbia Public Schools has signed this document)</p> <p>Achievement Network, Ltd.</p> <p>Contractor Represented by:</p> <p>BY: <u>Jessica Tucker</u></p> <p>Signature of Authorized Representative</p> <p>Managing Director of Partnerships</p> <p>Title</p> <p><u>12/4/2024</u></p> <p>Date</p> <p><u>68 Harrison Ave, Suite 605, Boston, MA 02111</u></p> <p>Mailing Address of Contractor</p> <p><u>(617) 725-0000</u></p> <p>Telephone No. Facsimile No.</p>	<p>ACCEPTANCE BY THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS:</p> <p><u>Lavera Hilton</u></p> <p>Contracting Officer</p> <p><u>LAVERA HILTON</u> <u>11/17/2025</u></p> <p>Type or Print Name Date</p> <p>The information contained in the box below is for District of Columbia Public School use only and, in the event of a discrepancy between this information and the terms of the contract, the contract terms shall take precedence.</p> <p>PERIOD OF CONTRACT:</p> <p>From: August 1, 2024 through July 31, 2025</p> <p>(Notice to Proceed issued to start services on 8/1/24)</p> <p>CONTRACT AMOUNT: \$381,500.00</p>
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SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

- B.1** District of Columbia Public Schools (“DCPS”, “District”), Office of Teaching and Learning (“OTL”) enters into a contract with the Achievement Network, Ltd. (herein after “Contractor” or “ANet”) to provide formative assessments that are needed to provide teachers, schools, students and families with data throughout the year to help target and drive instruction in accordance with the SOW and Proposal dated April 3, 2024.
- B.2** The District contemplates award of a firm fixed price contract in accordance with 27 DCMR Chapter 24.
- B.3** **PRICE/COST SCHEDULE**

Base and Option Years	Period of Performance	Total
Base Year	Date of Award thru July 31, 2025	\$381,500.00
Option Year 1	August 1, 2025 thru July 31, 2026	TBD
Option Year 2	August 1, 2026 thru July 31, 2027	TBD
Option Year 3	August 1, 2027 thru July 31, 2028	TBD
Option Year 4	August 1, 2028 thru July 31, 2029	TBD

B.3.1 BASE YEAR (Date of Award thru July 31, 2025)

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Formative interim assessments in ELA Grades 3-10 and Math Grades 3-5	\$365,000.00
0002	ELA Custom Content Maintenance Fee	\$12,000.00
0003	Math Custom Sequence Maintenance Fee	\$4,500.00
0004	myANET online platform and instructional resources (included)	\$0.00
0005	Online quiz tool (included)	\$0.00
Grand Total for B.3.1		\$381,500.00

**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 at ninety days prior to 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.*

***District may purchase additional services and customization levels for a fee.*

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

C.1.1 Background/History

District of Columbia Public Schools, Office of Teaching and Learning requires the contractor to provide formative assessments. Formative Assessments are needed to provide teachers, schools, students and families with data throughout the year to help target and drive instruction. Formative assessments provide real-time information to teachers that allows for adjustments in teaching and learning during the learning process. DCPS requires that schools administer formative assessments in English/Language Arts (ELA) and Mathematics throughout the school year to accomplish the above stated goals. These formative assessments ensure that relevant, high-quality data is available to teachers about students' mastery of state standards. This information drives instructional practices and improvements.

The Contractor shall work with OTL to provide online ELA and Math interim assessments aligned with Common Core State Standards and pacing outlined in the Scope and Sequence ("SAS") as defined in Section C.3. The ELA assessments shall be provided for three units for students in Grades 3-10, as well as a suite of resources, supports, and services. The Math assessments shall be provided for three units for students in Grades 3-5 and a suite of resources, supports, and services.

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

C.2 APPLICABLE DOCUMENTS

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

Item No.	Title	Date
1	District of Columbia Learning Standards and Guides	June 2010
2	Common core State Standards for English language Arts	June 2010
3	OSSE Crosswalk documents for ELA (http://osse.dc.gov/seo/cwp/view,a,1274,q,564266,PM,1.asp)	February 2011
4	Federal Regulations 34, CFR Part 99	January 2009
5	Public Law 108-446 Individuals with Disabilities Education Act (IDEA)	December 2004
6	DCPS Common Core State Standards Pacing Guide	June 2011

C.3 DEFINITIONS

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

Term	Definition
Common Core	Common Core State Standards for English Language Arts; also referred to as "CCSS"
DCPS/District	District of Columbia Public Schools
ELA	English Language Arts
C&A	Contracts and Acquisitions
OSSE	Office of the State Superintendent of Education
OTL	Office of Teaching and Learning
ANet	Achievement Network, Ltd.
DC CAPE	DC Comprehensive Assessments of Progress in Education
PBA	Performance Based Assessments
Reports	Presentation of aggregate student performance and participation data at the grade, school, cluster, and district level to internal DCPS stakeholders
SAS	Scope and Sequence documents which outline the units of study and scheduling of units at each grade level
Standards	Clearly definite statements and/or illustrations of what students are expected to know and be able to do in academic content areas. Also known as <i>Content Standards</i> . In the District of Columbia, the <i>District of Columbia Learning Standards</i>

C.4 REQUIREMENTS

The Contractor shall provide the following for students in Grades 3-10 (ELA) and Grades 3-5 (Math) for all schools with these grades/courses (approximately 120).

C.4.1 ELA Performance-Based Assessments and Platform

C.4.1.1 The Contractor shall provide performance-based assessments (PBA) in both ELA and Mathematics for grades 3-10 that match unit topics in the DCPS SAS and align to the DC CAPE rubric (DC CAPE rubric alignment is for ELA only); each grade/course requires three (3) PBAs - one for each of the three DC CAPE PBA item types.

C.4.1.2 The Contractor shall develop the PBAs with OTL input and review in accordance with the feedback and decision-making guidelines set at the onset of the design cycles.

C.4.1.3 The Contractor shall develop a timeline for administration with OTL.

C.4.1.4 The Contractor shall provide access for every teacher and administrator to ANet’s online platform “myANet” containing the following:

1. Resources

- (a) Planning – Resources, protocols and templates to facilitate planning, including the ANet Schedule of Assessed Standards, Standards and Objectives Guides aligned to State Standards and Common Core Standards, and example lesson or instructional plans.

- (b) Professional learning materials – sessions, videos, and virtual learning modules that provide guidance on planning from texts and standards and teaching and learning cycle practices.
- (c) Platform materials – screencasts and guides to using features found on myANet.

2. Assessment Materials

- (a) Up to three (3) regularly scheduled interim assessments in English Language Arts for grades 3-8 and up to three (3) regularly scheduled interim assessments for English Language Arts for grades 9-10 (English I and English II).
- (b) Up to three (3) regularly scheduled interim assessments in Mathematics for grades 3-5 and up to three (3) regularly scheduled interim assessments for Mathematics.
- (c) Quiz Tool access – All schools will have access to the online and paper-based quiz tool feature located in the myANet platform.

C.4.2 Help Desk and Data Integration

C.4.2.1 The Contractor shall provide real-time data and roster connection through *Clever*, a secure automated data transfer platform for student and teacher roster data.

C.4.2.2 The Contractor shall provide access to raw student performance and participation data for each assessment administration through the myANet website. Additional requests for data not available on myANet may be submitted for review and may be completed in accordance with decision-making guidelines between ANet and DCPS team.

C.4.2.3 The Contractor shall provide Reports of aggregate student performance data at the grade, school, cluster, and district level for each assessment administration.

C.4.2.4 The Contractor shall provide robust, detail-oriented customer service for student data upload, school implementation and data analysis.

C.4.2.5 The Contractor shall provide:

- (a) Electronic delivery for all scheduled interim assessment materials and answer sheets
- (b) Online reports containing analysis of scheduled interim assessment results (the “Reports”), which include:
 - i. Member student summaries by whole school, class, grade and student level.
 - ii. Item analysis by grade.
 - iii. Member Network comparisons and out of Network comparisons available through <https://my.achievementnetwork.org>. A “Network” includes all ANet member schools assigned to Member’s Network. “Member’s Network” includes all schools sharing the same Schedule of Assessed Standards as Member.
- (c) If purchasing paper-based assessments:
 - i. Printing of paper assessments are determined by Member (additional fees apply).
 - ii. FedEx pick-up at school site for paper assessment answer sheets.
 - iii. Scanning and scoring for multiple choice portions of assessment answer sheet.

- (d) If purchasing online assessments:
 - i. Coordinating set-up at school site for paper assessment answer sheets.
 - ii. Scoring for machine scored portions of assessment.
- (e) Logistics training for key personnel at district/school site.
- (f) Ongoing support via phone and email.
- (g) ANet's data reports are available for individual interim assessments, or across multiple assessments throughout the school year.
- (h) All District staff will have access to student interim performance data through reports via the myANet platform and .csv exports of the data.
- (i) Data and roster connection through *Clever*, a secure automated data transfer platform for student and teacher roster data.
- (j) Weekly Participation Reports via live links aggregated by district, cluster, and school for each interim assessment.

C.4.3 New Teacher and Test Coordinator Training

- C.4.3.1 The Contractor shall provide two (2) professional development sessions to train test coordinators on the assessment platform. Webinar options will also be available for make-up training.
- C.4.3.2 The Contractor shall provide two (2) optional professional development sessions for district personnel to ensure staff are trained on the myANet platform. DCPS/OTL will assist the Contractor with scheduling sessions for District personnel participation.
- C.4.3.3 The Contractor shall provide access for all DCPS teachers and leadership to Contractor's standards guides, quarterly Common Core Resource blasts, vertical progression guides, and other planning resources as developed and provided for DCPS' use.
- C.4.3.4 The Contractor shall provide access to 3,000 curated, Common Core-aligned lessons that help teachers act on common student misconceptions for each standard.
- C.4.3.5 The Contractor shall provide product set-up training for all new and returning staff for all schools (Test Coordinator training)
- C.4.3.6 The Contractor shall provide regular check-ins to support communications and ongoing logistics around assessments administration
- C.4.3.7 The Contractor shall provide professional learning, as agreed upon by both parties, throughout the year to district and school-based staff to ensure schools maximize ANet's instructional tools and resources, including the use of ANet's online quiz tool, to inform the teaching and learning cycle
- C.4.3.8 The Contractor shall provide quarterly professional development to equip district leaders to successfully leverage online instructional tools and develop the District's short cycle assessment strategy.

C.4.4 End-of-Cycle Data Reviews

C.4.4.1 The Contractor shall provide three (3) ELA end-of-cycle data reviews (one per interim for all grade levels) for Senior Leadership, Instructional Superintendents, the ELA content team, and other Central Office stakeholders to:

- (a) Build leader understanding of Common Core Standards-aligned plans, and how to support teachers with high quality aligned instruction;
- (b) Guide district leaders in training school leaders to norm through “Looking at Student Work” protocols; and
- (c) Help district leaders develop academic leadership teams to maximize the use of tools and take instructional action based on student work.

C.4.4.2 The Contractor shall meet with selected OTL representatives and DCPS senior leadership to discuss the results of internal studies utilizing ANet assessment data, to inform the structure of the partnership and ongoing support to DCPS schools.

C.4.4.3 To Ensure strong alignment with District priorities, members of the ANet team shall work together with DCPS team to collaboratively act based on trends in school practice and student learning, as evidenced in quarterly cycle reviews and classroom observations, artifacts, and assessment data. Through ongoing progress monitoring, ANet will support DCPS Schools in:

- (a) Identifying trends in school practice and student learning, grounded in artifacts, observations, sample items, and assessment data.
- (b) Aligning and reinforcing priorities for school support (e.g., coaching and PD) and identified essential learnings for the upcoming quarter, and
- (c) Accelerating progress against District priorities and addressing school and teacher needs.

C.4.4.4 The Contractor shall provide three (3) Math end-of-cycle data reviews (one per interim for all grade levels) for Senior Leadership, Instructional Superintendents, the ELA content team, and other Central Office stakeholders to:

- (a) Build leader understanding of Math Common Core Standards-aligned plans, and how to support teachers with high quality aligned instruction;
- (b) Guide district leaders in training school leaders to norm through “Looking at Student Work” protocols; and
- (c) Help district leaders develop academic leadership teams to maximize the use of tools and take instructional action based on student work.

SECTION D: PACKAGING AND MARKING

D.1 RESERVED

SECTION E: INSPECTION AND ACCEPTANCE

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

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one year from August 1, 2024 thru July 31, 2025. A Notice to Proceed was issued to start services on August 1, 2024.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) one year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

F.2.3 The price for the option period(s) shall be as specified in Section B of the contract.

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

F.3 DELIVERABLES

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

CLIN	Task	Deliverable	Responsible (DCPS or Contractor)	Due Date
C.4.1.1	Assessment Creation	ELA Performance-based Assessments for grades 3-10 AND	Contractor	In accordance with each unit

		Math Performance-based Assessments for grades 3-5		
C.4.1.2	Item Review	Feedback and review of ELA and Math PBAs for grades 3-10	DCPS	In accordance with each unit
C.4.1.4	Upload of existing materials	Access to online platform resources and assessment materials for grades 3-10,	Contractor	In accordance with each unit
C.4.2.1, C.4.2.2	Data Management	Setup of real-time data and roster connection through <i>Clever</i> ; weekly data transfer platform for student and teacher roster data	Contractor	TBD
C.4.2.2	Raw Data	Access to raw data for each assessment	Contractor	TBD
C.4.2.3	Reports	Aggregate data and analysis reporting provided to DCPS during post-unit cycle reviews in form specified by OTL and per the reports available on myANet.	Contractor	After the close of each unit testing window; report content & schedule to be set in collaboration with OTL and Contractor
C.4.3	Implementation of Assessments	Implementing and administration of ELA and Math interim assessments	DCPS/ Contractor	3 times per year
C.4.3.1, C.4.3.2, C.4.3.3	New Teacher and Test Coordinator Training	Two (2) Professional Development sessions to train test coordinators on assessment platform. Webinar options will also be available for make-up training. Two (2) optional professional development sessions for district personnel to ensure staff are trained on myANet platform	Contractor	At the start of each school year during the months of August/ September
C.4.4.1, C.4.4.2	Data Reviews	Six (6) end of cycle reviews for DCPS stakeholders. Three (3) for ELA and Three (3) for Math.	Contractor	TBD
C.4.4.3	Progress Monitor	DCPS and ANet will collaborate to assess progress after each cycle, identify trends during data cycle review and align on action steps in support of district priorities	Contractor/ DCPS	Ongoing

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 Hires 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 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

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

G.2.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.

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

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 PAYMENT

Payments will be made based upon Section B-Price Schedules and Section F-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 CLAUSE

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.*, 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 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:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

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

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor’s intention to withhold all or part of the subcontractor’s payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 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:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

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

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia 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.7 CONTRACTING OFFICER (CO)

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

LaVeta Hilton
Contracts and Acquisitions Division
District of Columbia Public Schools
Office of Fiscal Strategy
1200 First Street, NE, 9th Floor
Washington, DC 20002
E-mail: 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 ADMINSTRATOR (CA)

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
 - G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
 - G.9.1.3** Reviewing invoices for 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 invoice or vouchers.

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

Anthony Hiller
Senior Director, Literacy and Humanities
Office of Teaching and Learning
Social Emotional Academic Development
District of Columbia Public Schools
1200 First Street, NE, 8th floor
Washington, DC 20002
E: anthony.hiller@k12.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.

G.10 CONTRACTOR PERSONNEL

G.10.1 The Contractor has designated the following as "key" personnel in the execution of this contract:

Jessica TZuker
Managing Director, Partnerships
Achievement Network
177 Huntington Ave
Suite 1793, PMB 74520
Boston, MA 02115
Telephone: 202-505-0717
E-mail address: jtzuker@achievementnetwork.org

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, dated July 22, 2024, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

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

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

- (1) Pay;
- (2) Accumulated seniority and retirement;
- (3) Benefits; and
- (4) Other applicable service credits;

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

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

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

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

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

(a) New employees at the commencement of employment;

(b) Existing employees; and

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

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

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

H.4 UNEMPLOYED ANTI-DISCRIMINATION

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

H.4.2 The Contractor shall not:

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

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

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

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

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

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

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

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

- (a) The first source for finding apprentices and trainees to fill all jobs created in those categories in order to perform the contract shall be the First Source Register; and
- (b) The first source for finding apprentices and trainees to fill vacancy occurring in all such 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 apprentices and trainees hired to perform the contract shall be District residents.

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

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

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

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

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

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

H.6 RESERVED

H.7 RESERVED

H.8 WAY TO WORK AMENDMENT ACT OF 2006

- H.8.1** Except as described in H.14.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. 35 Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the District of Columbia Office of Contracting and Procurement ("OCP") website at www.ocp.dc.gov.
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP shall publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5** Contractor shall provide a copy of the Fact Sheet attached as J.4 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.3 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to: (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law; (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage; (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility; (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor; (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006; (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006; (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District; (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3)); (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2

of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 SUBCONTRACTING REQUIREMENTS – NOT APPLICABLE

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 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.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 the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:
 - (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
 - (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
 - (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
 - (d) To employers that employ less than 11 employees.
- H.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.11 CONTRACTOR RESPONSIBILITIES

- H.11.1** The Contractor shall provide implementation/deployment and consulting in accordance with the scope and contractor's proposal.
- H.11.2** The Contractor shall provide professional development in accordance the scope of work and proposal.
- H.11.3** The Contractor shall provide a project manager to coordinate the contract requirements.
- H.11.4** The Contractor shall provide initial ender user training and support in accordance with scope and proposal.
- H.11.5** The Contractor shall provide all end-user training materials.
- H.11.6** The Contractor shall provide explicit escalation pathway to Contractor's upper management and corporate leadership team to address any issues not resolved to DCPS' satisfaction by immediate project team.

H.11.7 The Contractor shall track and regularly report on status of all aspects of project (milestones, deliverables, issues, etc.) using format and with frequency agreed upon at project initiation.

H.11.8 The Contractor shall submit invoice(s) in accordance with section G.2.

H.12 DISTRICT RESPONSIBILITIES

DCPS will:

H.12.1 Provide the Contractor with content specifications within ten (10) days upon award of the contract.

H.12.2 Collaborate with the Contractor to ensure seamless access, implementation, and continued utilization of the resource across all sites.

H.12.3 Monitor fidelity and track student achievement per biweekly meetings and periodic reports.

H.12.4 Work with participating schools to ensure that time for science and social studies instruction is included in the schools' schedule.

H.12.5 Provide the Contractor with any required data requested and necessary for the success of the product.

H.12.6 Designate a lead point-of-contact at all stages of the project, through whom most communication and direction for the contractor will flow. The responsibilities of the lead contact shall include collecting feedback and resolving and conflicts among key stakeholders.

H.12.7 Be available during regular business hours to answer any questions the Contractor has regarding the purchase and implementation of the product.

H.12.8 Monitor monthly performance of Contractor and provide performance evaluations as applicable.

H.12.9 Review and certify invoices for goods and services rendered upon receipt.

H.13 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

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

- (a) Contractor staff accessing DCPS locations;**
- (b) Contractor staff with direct contact to DCPS students**

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

- (a) N/A, as no Contractor staff via this contract is authorized to transport students.**

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

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

H.13.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

- (A) a written authorization which authorizes the District to conduct a criminal background check;
- (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
- (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
 - (i) Murder, attempted murder, manslaughter, or arson;
 - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
 - (iii) Burglary;
 - (iv) Robbery;
 - (v) Kidnapping;
 - (vi) Illegal use or possession of a firearm;
 - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
 - (viii) Child abuse or cruelty to children; or
 - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
- (D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

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

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

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.13.5(C);
- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

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

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

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

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

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

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

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

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

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

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

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

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

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

H.14 To protect students and personnel from exposure to coronavirus (COVID-19), contractor and contractors' employees shall follow health guidelines from the DC Department of Health and comply with all DCPS visitor and other policies regarding building entry, health screenings, face coverings, social distancing, and any other health and safety measures outlined in DCPS policies.

SECTION I: CONTRACT CLAUSES

I.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".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.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.

I.4 TIME

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

I.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 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 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.

I.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.

I.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.

I.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 have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

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

or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

1. Commercial General Liability Insurance ("CGL"). The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance. The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$1,000,000 per accident for injury; \$500,000 per employee for disease; and \$1,000,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or

destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

6. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries; \$1,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.

The limit requirements set forth in the preceding paragraphs may be satisfied by a combination of primary and excess/umbrella liability policies if, for each type of coverage supplemented by such excess/umbrella policy; and the Coverage provided under the excess/umbrella policy or policies is identical to, or broader than, the coverage under the applicable primary policy or policies; and the combined limits under the primary and excess/umbrella policies meet or exceed the minimum limits required for such coverage as set forth above. If Contractor chooses to meet the insurance requirement through the use of excess/umbrella liability insurance then the following shall be included in the final contract:

Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: five-million dollars (\$5,000,000) per occurrence, including the District of Columbia Public Schools as additional insured.

B. 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.

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

- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

- E. **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 District of Columbia.

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

- G. 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 coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (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.
- H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

LaVeta Hilton

District of Columbia Public Schools

1200 First Street, NE, 9th Floor

Washington, DC 20002

Phone: 202-442-5136

E-mail: LaVeta.Hilton@K12.dc.gov

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

- I. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. CARRIER RATINGS. All contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

I.9 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

I.10 FERPA CONSIDERATIONS

Contractor is required to provide an institutional service or function on behalf of DCPS under this contract. Contractor's ability to provide such institutional service or function requires DCPS to disclose personally identifiable information ("PII") from education records to Contractor and DCPS has determined Contractor has legitimate educational interests in such disclosure. All PII must be shared

and safeguarded in accordance with FERPA. Accordingly, pursuant to 34 CFR § 99.31(a)(1)(i)(B), Contractor acknowledges that (i) it has been outsourced an institutional service or function of DCPS under this contract; (ii) it is considered a "school official" for purposes of providing such institutional service or function of DCPS under this contract; (iii) it is under the direct control of DCPS with respect to the use and maintenance of all PII it will have access to under this contract; and (iv) it is subject to the requirements of 34 CFR § 99.33(a) with respect to the use and disclosure of all PII under this contract. According to 34 CFR § 99.31(a), Contractor must (1) not disclose any PII it may have access to under this contract without first obtaining prior written consent from the affected parent (or student if the student has reached the age of a8); and (2) require that all Contractor personnel receiving PII under this contract only use information for purpose of providing an institutional service or function on behalf of DCPS. Contractor shall include DCPS data in the national data set in full de-identified form and conduct no research or reporting associated with the DCPS data specifically without the explicit permission of DCPS.

I.11 DISCLOSURE OF INFORMATION

No information regarding the Contractor's performance of the contract shall be disclosed to anyone other than District Government officials unless written approval is obtained in advance from the Contracting Officer.

I.12 CONTRACTS THAT CROSS FISCAL YEARS

The Contractor shall maintain compliance with the terms and conditions of the first Source Employment executed between the District of Columbia and the Contractor throughout the entire duration of the contract, including option period is any.

I.13 FIRST SOURCE EMPLOYMENT AGREEMENT

The Contractor shall maintain compliance with the terms and conditions of the First Source Employment executed between the District of Columbia and the Contractor throughout the entire duration of the contract, including option period is any.

I.14 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.

I.15 ORDER OF PRECEDENCE

The contract awarded will contain the following clause:

ORDER OF PRECEDENCE

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) Negotiated Contract for Goods and Services (pages 1-33)

- (3) Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contract dated July 2010
- (4) Contract attachments other than the Standard Contract Provisions
- (5) Contractor's Proposal

I.16 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
 - (iv) 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;
 - (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.

I.17 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 contract by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at http://ocp.dc.gov
J.2	U.S. Department of Labor Wage Determination No. 2015-4281 Revision No. 30 dated July 22, 2024
J.3	Way to Work Amendment Act of 2006 - Living Wage Notice
J.4	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.5	Department of Employment Services First Source Employment Agreement and Plan
J.6	Contractor's Quote dated 4/3/2024
J.7	Addendum to Contract

****END OF CONTRACT****

ADDENDUM TO CONTRACT GAGA-2024-C-0300

1. Ownership of the MyANet Platform, Resources, ANet Materials; Reservation of Rights. Notwithstanding the foregoing, all rights, title and interest in and to MyANet (the "Platform") and the ANet Content (defined below), and any other Contractor materials furnished or made available hereunder, and all modifications and enhancements thereof, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, will remain with and belong exclusively to Contractor or Contractor's licensors and providers, as applicable. The parties acknowledge that DCPS or Permitted Users may, from time to time, provide to Contractor ideas, feedback and suggestions about the Platform (collectively, "Feedback"). Contractor and its licensors and providers shall be free to use such Feedback as they see fit without obligation of any kind to DCPS.
2. Use Rights: Subject to the terms of the Contract and effective date of the Contract, Contractor hereby grants to DCPS the following use rights, during the Contract term: (a) Access to the Platform: a non-exclusive, non-transferable right to access and use the Platform, solely for DCPS's internal purposes. (b) Assessment Materials: a non-exclusive, non-transferable license to use, reproduce and distribute solely to Permitted Users (as defined below) hard copies of the assessments referenced in Section C.4 of the Contract, solely for DCPS's internal purposes. (c) Resources: a non-exclusive, non-transferable license to use and reproduce in hard copy form the other planning resources referenced in Section C.4 of the Contract provided to DCPS, solely for DCPS's internal purposes. (e) Other Downloadable Content: with respect to such additional content and materials that are owned by or licensed to Contractor and made available for download by DCPS through proper use of the Platform (collectively, "Additional Content", and together with the Assessment Materials and Resources, "ANet Content"), a non-exclusive license, non-transferable to download a copy of any portion of such Additional Content, and use such Additional Content solely for DCPS's internal purposes.
3. Permitted Users. "Permitted Users" shall mean the employees, board members, independent contractors and volunteers of DCPS with a professional need to know or need to access the Platform and ANet Content. Contractor will either issue to DCPS or authorize a DCPS administrator to create and issue to each Permitted User a user identification number and/or password for access to and use of the Platform. DCPS and its Permitted Users are responsible for maintaining the confidentiality of all user identification numbers and/or passwords and for ensuring that each user identification number and/or password is used only by the Permitted User to which it was issued. DCPS shall be solely responsible for taking reasonable steps to monitor Permitted Users' compliance with this Agreement. DCPS will restrict Permitted Users from sharing passwords. DCPS will immediately notify Contractor of any known unauthorized use of DCPS's account or any user identification number and/or password, or any other breach of security known to DCPS. DCPS will ensure that it has obtained any and all necessary and appropriate consents from students and parents to (a) provide personally identifying student information ("PII") to Contractor, and (b) establish student accounts and student access to the Platform. Contractor will have no liability for any liability arising from DCPS's failure to comply with the terms set forth in this Section; provided, however, Contractor acknowledges that DCPS lacks the authority to waive claims that may be brought on behalf of the District of Columbia Government.

4. **Restrictions.** The rights and licenses set forth in Section 2 are granted subject to the following restrictions: (a) The Platform and ANET Content shall be used or accessed only by Permitted Users; (b) Results of the Assessment Materials may not be used for the purposes of evaluating or determining the employment status of personnel of DCPS; and (c) DCPS shall not, directly or indirectly, and DCPS shall not encourage or assist, or knowingly permit any User to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code or source code of the Platform; (ii) modify, translate, or create derivative works based on any element of the Platform; (iii) license, sublicense, sell, resell, rent, lease, distribute, assign, or transfer its rights to use the Platform, or otherwise commercially exploit or make available to any third party any portion of the Platform; (iv) use the Platform for timesharing purposes, to process data on behalf of third parties, or otherwise for the benefit of any person or entity other than for the benefit of DCPS and Permitted Users; (v) remove any proprietary notices from any materials furnished or made available to DCPS; (vi) publish any evaluation of the Platform without Contractor's prior written consent; (vii) use the Platform for any purpose other than its intended purpose; (viii) circumvent or otherwise interfere with any user authentication or security of the Platform, or disrupt the integrity or performance of the Platform; (ix) attempt to gain unauthorized access to the Platform or its related systems or networks or any ANET Content; or (x) knowingly use the Platform to store or transmit infringing, libelous, or otherwise unlawful or tortuous content or material, or to store or transmit content or material in violation of any rights of any third party.
5. **DCPS Materials and DCPS Data.** "DCPS Materials" means any and all information or materials provided to Contractor by DCPS in connection with the Contract, including, without limitation, the DCPS Data. DCPS Data means the following information to be provided by DCPS:
- 5.1. For all years during the Contract term:
- 5.1.1. Student information, including (1) name, (2) gender, (3) race/ethnicity, (4) FRL, ELL/FEP/LEP/NEP, special education status, (5) grade level. This information should be updated monthly with Contractor's NSA team to reflect changes in the student body.
- 5.1.2. Teacher information for all Contractor-involved teachers, including (1) name, (2) grade and subject taught, and (3) email address, updated as necessary to reflect changes in the staffing structure.
- 5.2 **Provision of DCPS Materials.** DCPS agrees to provide Contractor with all DCPS Materials necessary or desirable for Contractor to provide services under the Contract, including without limitation the DCPS Data. Such DCPS Materials shall be provided promptly when requested or as otherwise agreed to by the Parties, provided that the DCPS Data shall be provided in accordance with the timing set forth on the DCPS Data Page. Timely provision of such DCPS Materials to Contractor is essential to Contractor's ability to provide services under the Contract. DCPS represents to Contractor that it has all necessary rights to provide such DCPS Materials (including the DCPS Data) to Contractor.
- 5.3 **Reports and Aggregate Data.** DCPS acknowledges and agrees that DCPS Data, and DCPS's performance on the assessments at the grade, school and organizational level, may be disclosed, published, distributed and otherwise used by Contractor in Reports (as defined in Section C.3) provided to DCPS. Contractor agrees and acknowledges that it shall not share Reports or any underlying DCPS Data incorporated in the Reports with any outside parties. During or following the Contract term, Contractor and its subcontractors shall have the right, upon receipt of written permission from the CA referenced in Section G.9 of this Contract, to disclose, distribute and use any DCPS Data and any other information input into the Platform by DCPS or Permitted Users ("Input Data"), as part of an aggregate set of data

that does not identify any such data as being related to any specific DCPS student ("Aggregated Data"). DCPS acknowledges that Contractor and its subcontractors may compile Aggregated Data based on DCPS Data and Input Data.

5.4 Use of DCPS Data. Except as otherwise set forth in the Contract, Contractor shall not disclose or distribute to third parties DCPS Data other than (a) as part of Aggregated Data, once written permission from the CA referenced in Section G.9 of this Contract is received, (b) to its subcontractors who require such information in connection with the implementation of the Program, or (c) for its own internal professional development or evaluative purposes to help improve Contractor's products and services. DCPS hereby grants to Contractor and its subcontractors a non-exclusive, worldwide, royalty-free, fully paid license to use, reproduce, and distribute the DCPS Data and Input Data in connection with the uses described in the foregoing clauses (a)-(c).

5.5 Student Records. Contractor is required to provide an institutional service or function on behalf of DCPS under the Contract. Contractor's ability to provide such institutional service or function requires DCPS to disclose PII from education records to Contractor and DCPS has determined Contract has legitimate educational interests in such disclosure. All PII must be shared and safeguarded in accordance with the Family Education Rights and Privacy Act ("FERPA"). Contractor agrees not to disclose any FERPA protected Education Record to any third party except as permitted by FERPA or as authorized or permitted by DCPS or the Contract. Contractor will implement or cause to be implemented technical and administrative security measures to protect the confidentiality, integrity and security of the Education Records as further detailed in the Security Pledge for the Use of Confidential Data by Organization from the District of Columbia Public Schools dated September 4, 2015.

6. DCPS Generated Content.

- (a) Partner is solely responsible for all "DCPS Generated Content" (defined below) and Users use of the DCPS Generated Content. Contractor does not guarantee the accuracy, integrity or quality of DCPS Generated Content. Contractor obtains no ownership rights to Partner Generated Content. By using Contractor's services, DCPS approves of Contractor's right to access, retain, use and disclose DCPS Generated Content solely for the purpose of providing services.
- (b) DCPS represents and warrants that it has all necessary rights and authority in the DCPS Generated Content to permit Contractor to display such content on the Platform without infringing the rights of any copyright owners, violating any applicable laws or violating the terms of any license or agreement to which it is bound.
- (c) During the Term, DCPS permits Contractor the right to publicly perform, publicly display and digitally perform the DCPS Generated Content only on or in conjunction with the use and hosting of the Platform in accordance with the terms of this Agreement. DCPS grants no rights other than expressly granted herein, and Contractor will not exceed the scope of its license hereunder.
- (d) "DCPS Generated Content" means any Quiz Tool Items or other third-party content, tools or resources imported or posted by DCPS to the Platform.

7. Contractor Confidential Information.

- a. Definition: "Contractor Confidential Information" means any and all information or data, regardless of whether it is in tangible form, disclosed orally or in writing, by either Contractor (the "Disclosing

Party") to DCPS (the "Receiving Party"), (a) that the Disclosing Party has identified as confidential or proprietary (either orally or in writing), and (b) such information which is reasonably understood by a reasonable person to be confidential or proprietary information of the Disclosing Party; provided, however, that in any event Contractor Confidential Information shall include (i) all information relating to the Contract services, all proprietary materials provided by Contractor to DCPS, the ANet Content, the Platform and the assessment content and design included therein, and (ii) the terms of this Agreement, including without limitation pricing information.

b. Exclusions: Information and data will not be deemed "Confidential Information" if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

c. Obligations: DCPS shall use reasonable measures to protect the secrecy of, avoid disclosure and unauthorized use or reproduction of the Contractor Confidential Information. Without restricting or otherwise limiting the exercise by a party of the rights and licenses expressly granted to it under this Agreement, Confidential Information may be disclosed to only (1) such employees and consultants of the Parties as may have a need to know such information in connection with the exercise of its rights and performance of its obligations under this Agreement, and (2) legal or financial advisors of the Parties, provided that such employees and consultants are bound by written agreements, and advisors are bound by ethical duties, in each case respecting such Confidential Information in accordance with the terms of this Section. No rights are granted to the Receiving Party, and the Receiving Party shall not, and shall not cause or allow anyone else to, upload or provide any Confidential Information of the Disclosing Party, or otherwise allow any Confidential Information of the Disclosing Party, to be accessed by, any artificial intelligence tool, platform or solution that would allow the Disclosing Party's Confidential Information to be generally available to the public.