



GOVERNMENT OF THE DISTRICT OF COLUMBIA
BILATERAL MODIFICATION

1. CONTRACT NO: GAGA-2022-C-0362	2. CONTRACT DATE: August 2, 2022	3. MODIFICATION NO: 1	4. MODIFICATION DATE: See block 12
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5. CAPTION: K-12 Online Interactive Lessons and Formative Assessments Platform

6. ISSUED TO: (Contractor) Nearpod Inc. 1855 Griffin Road, Suite A-290 Dania Beach, Florida 33004 Tele: (304) 677-5030 Fax: (305) 655-1999	7. ISSUING OFFICE: District of Columbia Public Schools (DCPS) Office of Contracts and Acquisitions 1200 First Street, NE, 9 th Floor Washington, DC 20002 Tele: (202) 442-5112
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8. PROGRAM OFFICE: DCPS, Office of Teaching and Learning

ACTION: Change Exercise of Option Economic Price Adjustment Other

Pursuant to Section 15 of the Government of the District of Columbia Standard Contract Provisions for use with the District of Columbia Supply and Services Contract dated July 2010, and 27 DCMR Section 3601.2, the subject contract is hereby modified as follows:

- In accordance with Section F.2 entitled "OPTION TO EXTEND THE TERM OF THE CONTRACT, the District of Columbia Public Schools (DCPS) is exercising option year one of the subject contract in the amount of two hundred fifty-eight thousand nine hundred and four dollars and zero cents (\$258,904.00).
- The performance period for option year one is August 1, 2023, through July 31, 2024.
- Incorporate into the Contract Nearpod Quote ID: 195294, which is attached hereto as Attachment A.
- Incorporate into the contract "Campaign Refinance Reform Amendment Act of 2018 (CFRAA) (D.C. Law 22-250; D.C. Official Code 1-1001.03 et seq) effective date November 9, 2022", page 1, which is attached hereto as Attachment B.

10. AMOUNT OF MODIFICATION: <u>\$258,904.00</u>	CURRENT VALUE OF CONTRACT: <u>\$258,904.00</u>
CURRENT COMPLETION DATE: <u>July 31, 2024</u>	

11 CONTRACTOR
 By: Severine Vieux Name: Severine Vieux 07 / 26 / 2023
 Signature of Authorized Representative Title: CFO Date

12. ACCEPTANCE BY THE GOVERNMENT OF THE DISTRICT OF COLUMBIA
Fatmata Tibbs Name: Fatmata Tibbs 31JUL23
 Signature Title: Contracting Officer Date

5. Section B.3.2 OPTION YEAR ONE (August 1, 2023 through July 31, 2024), add the following price table below:

B.3.2 OPTION YEAR ONE (August 1, 2023 – July 31, 2024)

Contract Line Item No.	Item Description	Total
1001	Nearpod Premium Plus – District All staff and students have access - Nearpod Premium Plus, including unlimited access to: <ul style="list-style-type: none"> • Nearpod’s lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features. • Nearpod Lesson Library with 7,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands. • Nearpod Video & Activity Library with 5,000+ standards aligned interactive videos and activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons. • District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS integration, and more. • Premium Plus lesson delivery features, including Live Teacher Annotation and Co-Teaching. 	\$258,004.00
1002	Online Training <ul style="list-style-type: none"> • Webinar: Up to 2-hour session with a Nearpod Trainer for up to 50 participants. 	900.00
Grand Total for B.3.2		\$258,904.00

6. Section G.7, Contracting Officer (CO), delete CO and insert new CO, Fatmata Tibbs, District of Columbia Public Schools, Email: fatmata.tibbs@k12.dc.gov.
7. Section G.9, Contract Administrator (CA), delete CA and insert new CA, Michelle Foster, Manager, Education Technology, Office of Teaching and Learning, Email: michelle.foster@k12.dc.gov.
8. In accordance with section 38(d) of the Standard Contract Provisions (Way to Work Amendment Act of 2006), Effective on July 1, 2023 the District’s Minimum Wage and Living Wage will increase to \$17.00.
9. The Living Wage Act Notice for 2023 is attached and hereby incorporated in the contract as Attachment J.4.
10. The Living Wage Act Fact Sheet for 2023 is attached and hereby incorporated in the contract as Attachment J.5.
11. All other provisions of the Contract remain the same.

ATTACHMENT A

Sales Order For:		Contact Information:	
Account	DISTRICT OF COLUMBIA PUBLIC SCHOOLS	Company Name	Nearpod Inc.
Address	1200 1ST ST NE FL 9 WASHINGTON, District of Columbia 20002 UNITED STATES	Address	1855 Griffin Road A-290 Dania Beach, FL 33004
Contact	Michelle Foster	Nearpod Contact	Patti Gandolfo patti.gandolfo@nearpod.com
		Company Phone	305-677-5030
Service Start:	08/02/2023	Please Note: If you are a <i>Tax-Exempt Customer</i> , please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.	
Service End:	08/01/2024		
Ask your Nearpod Rep about locking in your rate for up to 3 years with multi-year pricing.			

PRODUCTS

Product	Quantity	Total
Nearpod Premium Plus - District	49000 - Students	\$258,004.00
Online Training	2 - Trainings	\$900.00
	Total	(USD) \$258,904.00

Special Terms:
<p>This solution is designed to support District of Columbia Public Schools with district-wide access to Nearpod Premium Plus and 21st Century Learning program (which includes Digital Citizenship & Literacy, Social Emotional Learning, College and Career Readiness and Financial Literacy), for 1 year.</p>

Product Description Detail

Nearpod Premium Plus - District

Nearpod Premium Plus - District:

Nearpod Premium Plus, including unlimited access to:

- Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features
- Nearpod Lesson Library with 8,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands
- Nearpod Video & Activity Library with 10,200+ standards-aligned interactive videos and 3,300+ activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons
- District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS integration, and more
- Premium Plus lesson delivery features, including Live Teacher Annotation, Co-Teaching, and Live to Student-Paced

Online Training

Online Training:

Webinar: Up to 2-hour session with a Nearpod Trainer for up to 50 participants.

Training Policy

Training Cancellation Policy

Nearpod requests 48 hours notice to cancel or reschedule a confirmed session. If the session is not canceled but no one attends, this session will be considered expired.

Minimum Attendance Policy

Nearpod requests that at least 10 participants attend a confirmed training session. If there are fewer than 10 participants, the session may be modified and will not be recorded.

Free Training Resources

Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: <http://nearpod.com/resources>

Terms

This Sales Order is valid until: 07/31/2023

Service will run from 08/02/2023 until 08/01/2024, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) \$258,904.00.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: <https://nearpod.com/terms-conditions>, the Nearpod Privacy Policy available online at: <https://nearpod.com/privacy-policy>, the Flocabulary Terms of Use available online at: <https://flocabulary.com/terms-of-use/>, and the Flocabulary Privacy Policy available online at: <https://flocabulary.com/privacy-policy/>, as applicable.

Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Is a PO Required for Payment? Yes / No

If Yes, please provide PO number below and submit PO with this Sales Order.

If No, please return this Sales Order with Signature below and indicate payment method.

Purchase Order (Net 30):

Please provide PO #: _____

If PO is not provided, payment is due immediately via Credit Card, Check, ACH, or Wire

Check, ACH or Wire

Credit Card

Please provide email address to receive secure payment link:

Expiration Date:

Name on card:

Name: _____

Signature: _____

Date: _____

Tax Exempt #: _____

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See specific instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Nearpod Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 1855 Griffin Road, A290</p> <p>6 City, state, and ZIP code Dania Beach, Florida 33004</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	6	-	0	9	9	3	6	7	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Severine Vieux* Date ▶ 01 / 10 / 2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF CONTRACTING & PROCUREMENT



Office of the Director

PUBLIC NOTICE

TO: All District Contractors

FROM: George A. Schutter
Chief Procurement Officer

DATE: November 18, 2022

RE: Campaign Finance Reform Amendment Act Compliance

This notice is to inform all vendors who have or are seeking contracts with the District of Columbia (District) that the Campaign Finance Reform Amendment Act of 2018 (CFRAA) (D.C. Law 22-250; D.C. Official Code § 1-1001.03 *et seq*) went into effect on November 9, 2022. The law prohibits District contractors that are seeking or that hold contracts with a cumulative value of over \$250,000 from making certain political contributions to candidates for elected office.

Please be aware that any donations made after November 9, 2022 to candidates for Mayor, Attorney General, or Council, as well as any political committee or constituent-service program thereto, may impact your eligibility to contract with the District.

The District will be providing more detailed guidance on compliance with CFRAA in the coming weeks. In the interim, vendors that have or may be seeking District contracts are strongly encouraged to review the law and its requirements via the following link:

https://lms.dccouncil.gov/downloads/LIMS/37360/Signed_Act/B22-0107-SignedAct.pdf



THE LIVING WAGE ACT OF 2006

D.C. Code §§ 2-220.01 – 2-220.11

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

Effective January 1, 2023 until June 30, 2023, the living wage rate is \$16.50 per hour.
Effective July 1, 2023, the District's Minimum Wage and Living Wage will increase to \$17.00.

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more, and all subcontractors that receive \$15,000 or more from the funds received by the recipient from the District of Columbia, and
- All recipients of government assistance in the amount of \$100,000 or more, and all subcontractors of these recipients that receive \$50,000 or more from the government assistance received by the recipient from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan, or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including employees of the District of Columbia, any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient, or subcontractor.

Certain exemptions apply: 1) Contracts or agreements subject to wage determinations required by federal law which are higher than the wage required by this Act; 2) Existing and future collective bargaining agreements, provided that the future agreement results in employees being paid no less than the current living wage; 3) contracts for electricity, telephone, water, sewer performed by regulated utilities; 4) contracts for services needed immediately to prevent or respond to a disaster or imminent threat declared by the Mayor; 5) contracts awarded to recipients that provide trainees with services, including but not limited to case management and job readiness services, provided the trainee does not replace employees; 6) employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week; 7) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 8) employees of nonprofit organizations that employ not more than 50 individuals and qualify for 501(c)(3) status; 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 persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and 10) contracts or agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliated employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business. All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

To file a claim, visit: Department of Employment Services, Office of Wage-Hour, 400 Virginia Ave., SW, 4th Flr, Washington, D.C. 20024; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to “File a Claim” tab.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DR. UNIQUE MORRIS-HUGHES
DIRECTOR

LIVING WAGE ACT FACT SHEET

The Living Wage Act of 2006, D.C. Code §§ 2-220.01 – 2-220.11, provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing), in the amount of \$100,000 or more, shall pay affiliated employees wages at no less than the current living wage rate.

Effective January 1, 2023 until June 30, 2023, the living wage rate is \$16.50 per hour.

Effective July 1, 2023, the District’s Minimum Wage and Living Wage will increase to \$17.00 per hour.

Subcontractors of D.C. government contractors, who receive \$15,000 or more from the contract, and subcontractors of the recipients of government assistance, who receive \$50,000 or more from the assistance, are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current 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 imminent 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;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as 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 students not replace employees subject to the Living Wage Act;
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 of Columbia;
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 (68 A 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 persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; 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.

Enforcement

The Department of Employment Services (DOES) Office of Wage-Hour and the D.C. Office of Contracting and Procurement share monitoring responsibilities.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the contracting officer. If you believe that your employer is subject to this law and is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. Suite 3600, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: www.does.dc.gov. Go to “File a Claim” tab.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

Please note: *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*