

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption Literacy Tutoring Services (40/40 Initiative)		Page of Pages 1   61	
2. Contract Number	3. Solicitation Number GAGA-2014-I-0058	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued 7/9/2014	6. Type of Market <input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: District of Columbia Public Schools Office of Contracts and Acquisitions 1200 First Street, N.E. -- 11th Floor Washington, DC 20002			8. Address Offer to: District of Columbia Public Schools Office of Contracts and Acquisitions 1200 First Street, N.E. -- 11th Floor Washington, DC 20002		

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 1200 First Street, N.E. -- 11th Floor -- Washington, DC 20002 until 3:00pm local time 22-Jul-14 (Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name LaVeta Hilton, Contract Specialist	B. Telephone (Area Code) 202 (Number) 442-5112 (Ext) XXX			C. E-mail Address laveta.hilton@dc.gov
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**OFFER**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment  10 Calendar days %     20 Calendar days %     30 Calendar days %     \_\_\_\_\_ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

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

**B.1 OVERVIEW:**

The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA) on behalf of the Office of Teaching and Learning (OTL), is seeking a contractor(s) to provide literacy tutoring to students reading six months or more below grade level, within 8 to 16 of the schools within the Chancellor's 40/40 initiative.

**B.1.1 CONTRACT TERM:**

The term of the contract shall be for a base period of one year from date of award, with three option periods of one year each.

**B.2 CONTRACT TYPE:**

The District contemplates award of one or more Fixed Unit Price Requirements Contract(s).

**B.3 PRICE SCHEDULES:**

**B.3.1 BASE YEAR (Date of the Contract Award thru Twelve Months Thereafter)**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
0001 Tutoring Program	Operate a tutoring program at the forty (40) participating school campuses from 9am-5pm for an estimated minimum of 15 to a maximum of 30 students per site.	\$ _____	600 students	\$ _____
0002 Implementation Consulting	Schedule meetings with schools' teachers and other site-based staff to identify students that will benefit from the tutoring program and enroll these students in the program.	\$ _____	40 schools	\$ _____
0003 Scheduling Requirements	Work with teachers and administrators at the school to ensure that when children are pulled from classes, the timing of the pull does not adversely affect student achievement.	\$ _____	40 schools	\$ _____

<b>0004 Data Reports and Monitoring</b>	Submit progress monitoring and attendance data to school and district officials on a tri- monthly basis.	\$ _____	<b>40 (1-for each school)</b>	\$ _____
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**B.3.3 OPTION YEAR TWO** (Service Period TBD based on 12-month Option Year One Period)

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
<p><b>2001</b> <b>Tutoring Program</b></p>	<p>Operate a tutoring program at the forty (40) participating school campuses from 9am-5pm for an estimated minimum of 15 to a maximum of 30 students per site.</p>	<p>\$ _____</p>	<p><b>600</b> <b>students</b></p>	<p>\$ _____</p>
<p><b>2002</b> <b>Implementation Consulting</b></p>	<p>Schedule meetings with schools' teachers and other site-based staff to identify students that will benefit from the tutoring program and enroll these students in the program.</p>	<p>\$ _____</p>	<p><b>40 schools</b></p>	<p>\$ _____</p>
<p><b>2003</b> <b>Scheduling Requirements</b></p>	<p>Work with teachers and administrators at the school to ensure that when children are pulled from classes, the timing of the pull does not adversely affect student achievement.</p>	<p>\$ _____</p>	<p><b>40 schools</b></p>	<p>\$ _____</p>
<p><b>2004</b> <b>Data Reports and Monitoring</b></p>	<p>Submit progress monitoring and attendance data to school and district officials on a tri-monthly basis.</p>	<p>\$ _____</p>	<p><b>40</b> <b>(1-for each school)</b></p>	<p>\$ _____</p>
<p><b>Grand Total</b></p>				

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
<b>3002 Implementation Consulting</b>	Schedule meetings with schools' teachers and other site-based staff to identify students that will benefit from the tutoring program and enroll these students in the program.	\$_____	40 schools	\$_____
<b>3003 Scheduling Requirements</b>	Work with teachers and administrators at the school to ensure that when children are pulled from classes, the timing of the pull does not adversely affect student achievement.	\$_____	40 schools	\$_____
<b>3004 Data Reports and Monitoring</b>	Submit progress monitoring and attendance data to school and district officials on a tri-monthly basis.	\$_____	40 (1-for each school)	\$_____

**(b) The second step involves the submission of sealed priced bids by those who submitted acceptable technical proposals as evaluated in step one.**

**i. Sealed Price Bids shall be submitted on July 30, 2014 by 3:00 PM EST**

2. The contracting officer shall not request, and the bidder shall not submit, price or price information in step one.
3. The contracting officer shall determine the acceptability of the supplies or services offered through clarification and discussion, if necessary, relating to technical proposals.
4. Bids submitted shall be evaluated and awards made in accordance with the provisions of the 27 DCMR Chapter 15.

**B.5.2 The Contractor shall only submit the technical proposal which shall not include pricing or pricing information.**

1. In the second step only bids based upon technical proposals determined to be acceptable, either initially or as a result of discussions, will be considered for awards and that each bid in the second step must be based on the bidder's own technical proposals;
2. Bidder should submit proposals that are acceptable without additional explanation or information, that the District may make a final determination regarding the acceptability of the proposal solely on the basis of the proposal as submitted, and the District may proceed with the second step without requesting further information from any bidder; the District may request additional information from one or more bidders that it considers reasonably susceptible of being made acceptable and may discuss proposals with these bidders;
3. A notice of unacceptability will be forwarded to the bidder upon completion of the proposal evaluation and final determination of unacceptability; and
4. Only one (1) original and three (3) copies of the technical proposal may be submitted by each bidder.

**B.5.3 Information on delivery or performance is not binding on the District and the actual delivery or performance requirements will be contained in the IFB issued under step two.**

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The District of Columbia Public Schools' Office of Teaching and Learning (the "District") is seeking a contractor(s) to provide literacy tutoring to students reading six months or more below grade level, within eight to sixteen of the elementary schools and education campuses that are within the Chancellor's 40/40 initiative.

The goals of this project are as follows:

- 1) At least 8 of the 26 40/40 K-5 and K-8 schools will have a literacy tutoring partner.
- 2) 80% of students who receive literacy tutoring from a partner will move from red or yellow on the BOY DIBELS assessment to green on the EOY DIBELS assessment.
- 3) 80% of students who receive literacy tutoring from a partner will move at least 2 levels on the TRC assessment from BOY to EOY.

- C.1.1 Through this project, DCPS seeks to offer at least eight of the twenty-six 40/40 K-5 and K-8 schools a menu of options for potential literacy tutoring partners from which they will be able to choose one. Providing this menu of options will give administrative teams the power to choose the tutoring model that they feel will best meet the needs of their students, and consequently will help ensure the buy-in essential to this project's success.
- C.1.2 All potential tutoring partners on this "menu" should be able to offer one-on-one tutoring using a research-based curriculum and/or approach. Upon selecting their partners, schools will work with their literacy tutors to use DIBELS and TRC screening data to determine which students will be targeted for tutoring. Frequency, timing, and duration of this tutoring will be determined by student need. The specific location within the schools of where this tutoring will take place will vary based on each building.
- C.1.3 The contracted vendor will work with the principal of participating schools to identify a quiet space that adequately meets the needs of the tutoring program.
- C.1.4 Tutoring services will be provided from the beginning of the 2014-2015 school year until the last day of school for that year. As students meet the 80% grade level benchmarks outlined above, they will be rotated out of the program and new students will be rotated in.

C.1.5 All potential tutoring partners will need to submit tri-annual reports outlining progress monitoring, attendance, and student exit data. Additionally, partners will be provided with access to district data systems in order to submit an analysis of overall growth of participating students as measured by BOY, MOY, and EOY DIBELS and TRC data.

C.1.6 DCPS requires partnership with an organization that uses a systematic way of collecting data on students. In order to ensure that the organization has the experience and proven track record of a model that can be used in DCPS, we seek an organization that has implemented their program in more than one state.

**C.2 APPLICABLE DOCUMENTS:**

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

Item No.	Title	Date	Location
1	Sample of Curriculum/Intervention	Current	OTL
6	BOY to EOY Data of school level data	Current	<a href="http://dcps.dc.gov/DCPS/Files/downloads/2013-14%20DCPS%20School%20Leader%20IMPACT%20Guidebook%20(Principal).pdf">http://dcps.dc.gov/DCPS/Files/downloads/2013-14%20DCPS%20School%20Leader%20IMPACT%20Guidebook%20(Principal).pdf</a>
7	Description of Coaching Plan for Tutors	Current	OTL
8	Schedule Model: Outline per school with number of students who could be served with what frequency.	Current	OTL
9	Overview of Tutoring Model	Current	OTL

**C.3 DEFINITIONS:**

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

- **Assessment Services:** the provider responsible for item development, field test form construction, psychometric analysis, and construction of operational forms.

- **CCSS:** the Common Core State Standards
- **DCPS/District:** District of Columbia Public Schools
- **DOK:** Depth of knowledge is the complexity or depth of understanding required to answer an assessment item.
- **OSSE:** Office of the State Superintendent of Education
- **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 Content Standards. In the District of Columbia, the District of Columbia Learning Standards.
- **Online Assessment Delivery and Data System Contractor:** the provider of the online testing platform
- **PARRC:** Partnership for Assessments of the Readiness for College and Careers
- **Platform:** The online assessment delivery and data system
- **RBT:** Revised Bloom's Taxonomy is a classification of learning and educational goals.
- **40/40:** DCPS' 40 lowest-performing schools will increase proficiency rates by 40 percentage points

#### **C.4 BACKGROUND:**

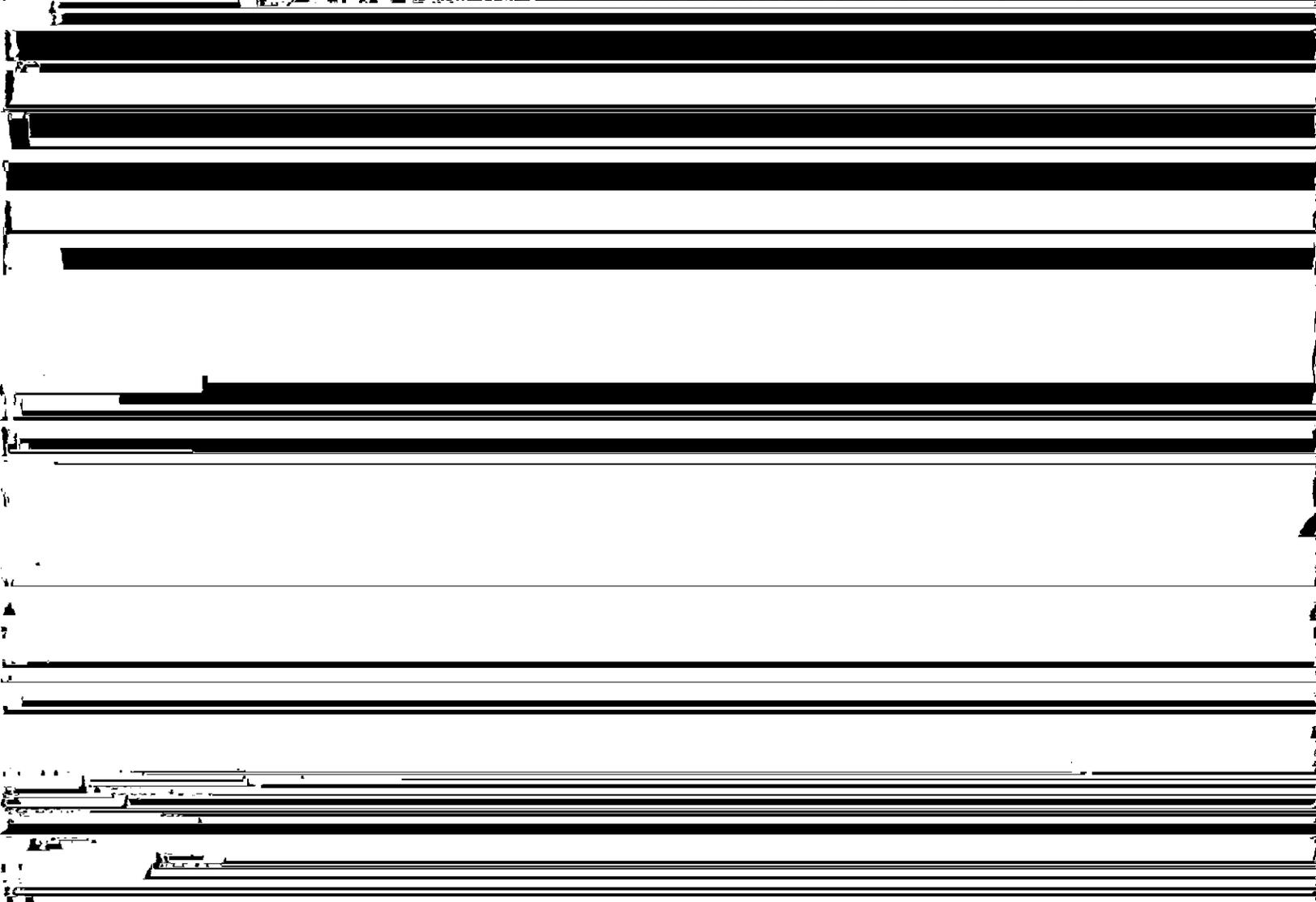
C.4.1 In 2012, Chancellor Kaya Henderson launched DCPS' five-year strategic plan called, "A Capital Commitment." This plan provides a roadmap for building DCPS into a high quality, vibrant school district that earns the confidence of our community. The plan defines an overarching purpose as well as five goals that will guide DCPS' work through 2017. Two of these goals serve as the main driver for this project.

C.4.2 Specifically, the first goal, "At least 70% of our students will be proficient in reading and math, and we will double the number of advanced students in the district," speaks to our need to dramatically improve the academic performance of our students. Additionally, the second goal, "Our 40 lowest-performing schools will increase proficiency rates by 40 percentage points" speaks to the targeted needs of our schools that are struggling the most.

C.4.3 Our Capital Commitment coupled with DCPS's adoption of the Common Core State standards have made the urgency of solidifying basic reading skills in our students even more fervent. As articulated by Liben and Liben in their article, "Both and' Literacy Instruction K-5: A Proposed Paradigm Shift for the Common Core State Standards ELA Classroom," (Student Achievement Partners, 2012), the need for fully established basic literacy skills are more essential than ever specifically because the standards assume student mastery of these by the end of second grade. Specifically, Liben and Liben explain, "The text complexity demands of the Common Core State Standards make the development of a sturdy reading foundation in the early grades more essential than ever, as students will be asked to read significantly more complex text once they enter second grade and ever after."

C.4.4 In January, during this year's budget cycle, the Office of Teaching and Learning's leadership team was asked to brainstorm how to significantly expedite the basic literacy skills of our elementary students. One-on-one and small group tutoring was identified as a high impact strategy that the group felt it was necessary to prioritize.

Our teachers work hard to meet the needs of all of our students. However, with less than half of our students achieving proficiency on the ELA DC CAP, the need for



- C.5.6 The Contractor shall ensure that all of their staff providing reading support are appropriately trained and receive on-going coaching and support.
- C.5.7 The Contractor shall ensure that all of their staff complies with any policies and systems in place for all visitors on the participating schools' campus.
- C.5.8 If the Contractor enhances their staffing capacity with volunteer tutors, the Contractor shall:
  - C.5.8.1 The Contractor shall ensure volunteers providing reading support are appropriately trained and receive on-going coaching and support.
  - C.5.8.2 The Contractor shall ensure all volunteer tutors comply with any policies and systems in place for all visitors on the participating schools' campus.
- C.5.9 The Contractor shall schedule check-in meetings with teachers, to communicate with classroom teachers to ensure that tutoring services are meeting students' learning needs.
- C.5.10 The Contractor shall submit progress monitoring and attendance data to school and district officials on a tri-annual basis.
- C.5.11 All staff and volunteers providing services under this request for services must receive a criminal background check to comply with school, district, state and federal regulations including fingerprinting.
- C.5.12 The Contractor shall have a demonstrated history of producing highly effective tutoring methods and outcomes.
- C.5.13 The Contractor shall submit in their proposal a list of two previous performance contracts (or purchase orders) for which the offeror has provided identical or similar work, including the name of the government agency or company, title and description of the project, contract number, dollar amount, and period of performance, name of the contact person, title, telephone number, and e-mail address.
- C.5.14 The contractor shall submit a sample tutoring project plan with their proposal.
- C.5.15 The Contractor shall provide a sample organization chart with their proposal.
- C.5.16 The Contractor shall attend a planning meeting with DCPS Contract Administrator for this contract, no later than 10 days after the beginning of the contract.

C.5.17 The Contractor shall provide a written plan for teachers to download or access student data throughout the year.

**C.6 DCPS Responsibilities**

C.6.1 DCPS will provide a project manager to coordinate from the DCPS side. This project manager will be responsible for lining up all resources and materials required by the Contractor implementation team.

C.6.2 The DCPS project manager will not report to nor be specifically directed by any Contractor personnel.

C.6.3 DCPS may, at its sole discretion, replace any DCPS resources assisting this project with other resources (including project manager) and/or designate third party advisors to support this project at any stage.

**SECTION D: PACKAGING AND MARKING**

D.1 The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

**SECTION E: INSPECTION AND ACCEPTANCE**

E.1 The inspection and acceptance requirements for this contract shall be governed by the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

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

**F.1 TERM OF CONTRACT**

The base year term of the contract shall be from the date of award of the contract through one (1) 12-consecutive month period.

**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 three, one-year option period(s), or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.
- F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.
- F.2.3** The price for the option period shall be as specified in the 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 four (4) years.

**F.3 DELIVERABLES**

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

**F.3.1 COMPOENT 1: ASSESSMENT SERVICES - BASE YEAR**

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
(C.5.15)	Organizational Chart	1	Electronic	10-Business Days after start of contract
(C.5.14)	Project Planning Document	1	Electronic	10-Business Days after start of contract
(C.5.16)	Planning Meeting with DCPS staff	1	Electronic	TBD by DCPS/OTL
(C.6.3)	Data Review Meeting with DCPS Staff	1	Meeting	10-Business Days after start of contract
(C.5.3)	Training Plan	1	Electronic	10-business days before the start of each school

				year. (Updates coordinated w/DCPS throughout the school year.)
(C.5.2)	Tutoring Schedule (must including tutor and student names)	1	Electronic	Tri-annual (deadline dates TBD by DCPS/OTL)
(C.5.9)	Data Review Meeting with DCPS Staff	1	Meeting	TBD by DCPS/OTL and Contractor

**F.3.** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

**SECTION G: CONTRACT ADMINISTRATION**

**G.1 INVOICE PAYMENT:**

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

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

**G.2 INVOICE SUBMITTAL:**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

District of Columbia Public Schools  
 Office of the Controller/Agency CFO  
 1200 First Street NE, 11<sup>th</sup> Floor, Washington DC 20002  
 (202) 442-5300  
 Email invoice(s) to: [dcps.invoices@dc.gov](mailto:dcps.invoices@dc.gov)

**G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

**G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

**G.2.2.2** Contract number and invoice number;

**G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

**G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

**G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.2.2.6** Name, title, phone number of person preparing the invoice;

**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

**G.2.2.8** Authorized signature.

**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 shall be accompanied by the report or a waiver of compliance discussed in section H.5.5.

**G.3.2** No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer'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:**

**G.4.1 PAYMENTS ON PARTIAL DELIVERIES OF GOODS**

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

**G.4.2 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES**

Unless otherwise specified in this contract, payment will be made on partial deliveries of services accepted by the District if:

- a) The CO determines that the amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

**G.4.3 PARTIAL PAYMENTS**

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
  - "Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule".
  - "Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B."; and
  - Presentation of a properly executed invoice.

**G.4.4 LUMP SUM PAYMENT**

The District will pay the full amount due the Contractor after:

- a) Completion and acceptance of all work; and
- b) Presentation of a properly executed invoice.

**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 shall refer to the assignment and shall 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> 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 shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under 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 shall 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> 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:

**Glorious Bazemore**  
**Chief Procurement Officer (CPO)**  
**Office of Contracts and Acquisitions**  
**District of Columbia Public Schools**  
**1200 First Street NE, 11<sup>th</sup> Floor**  
**Washington, DC 20002**  
**Office: (202) 442-5112**  
**Email: [glorious.bazemore@dc.gov](mailto:glorious.bazemore@dc.gov)**

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

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

- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.9 CONTRACT ADMINISTRATOR (CA)**

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of 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:

Nancy Abou-Samra  
Reading Interventions Specialist  
Office of Teaching and Learning  
District of Columbia Public Schools  
1200 First Street, NE  
Washington, DC 20002  
Office: 202.407-3128  
Email: [nancy.abou-samra@dc.gov](mailto:nancy.abou-samra@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 shall be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**SECTION H: SPECIAL CONTRACT REQUIREMENTS**

**H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.1.1** For all new employment resulting from this contract or subcontracts hereto, 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. Wage Determination No. 2005-2101, Revision No.:13, dated June 19, 2013, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 et seq. and

the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time 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 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

**H.5.1** 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, (Section J.4) in which the Contractor shall agree that:

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

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

**H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.5.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:

- (a) Material supporting a good faith effort to comply;
- (b) Referrals provided by DOES and other referral sources;
- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to section H.5.6.

**H.5.6** The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

**H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

**H.6** **SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

**H.7** **AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

**H.8** **WAY TO WORK AMENDMENT ACT OF 2006**

**H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. 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 OCP website at [www.ocp.dc.gov](http://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 will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 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**

### **H.9.1** **Mandatory Subcontracting Requirements**

**H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

**H.9.1.2** If there are insufficient qualified small business enterprises 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 certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

**H.9.1.3** A prime contractor which is certified 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** The bidder may contact the Department of Small and Local Business Development (DSLDB) at the telephone number (202) 727-3900 or website:

<http://lsdbe.dslbd.gov/public/certification/search.aspx> to research potential certified business enterprise vendors with the capacity to fulfill the mandatory subcontracting requirements. To be deemed responsive, all vendors shall submit the mandatory subcontracting plan with their technical proposal on June 3, 2014.

### **H.9.2** **Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it shall subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which

is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor shall include a statement, approved by the contracting officer, that the subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor shall cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor shall maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor shall make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

**H.9.3 Subcontracting Plan Compliance Reporting.**

If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;
- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

**H.9.4 Subcontractor Standards**

**H.9.4.1** A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

**H.9.4.1.2** The Department of Small and Local Business Development (DSLBD) is monitoring District contracts in excess of \$250,000 that require a subcontracting plan or an approved waiver of the subcontracting requirement. Requests to waive or modify the subcontracting requirement per D.C. Official Code 2-218.46, will be accepted only from the agency's contracting officer. Requests must be submitted to DSLBD's Director through the department's Quickbase application called DSLBD Subcontracting Compliance Tool.

Waiver Requests, allows contracting officers to provide their agency's justification for the waiver request and evidence of good faith efforts implemented. The information provided in this section ultimately assists the Director in a final determination of the request submitted. There are six sections, of which the contracting officer will be required to complete only three.

**I. Solicitation Summary:**

Provides information that was submitted under form one. It is automated.

**II. Waiver Requests (Pre-Award):**

The contracting officer is required to complete this area. Even if the contract has been awarded in a prior year, and it is in the process of a renewal period or going in to a new term, complete this section.

**III. Good Faith Efforts:**

This section has nine examples of activities for demonstrating contracting officers' and/or bidders' good faith efforts to involve the CBE community in its procuring process for determining capacity and capability for subcontracting. The contracting officer may include evidence of good faith effort demonstrated by the bidder. Proof of evidence can be uploaded into the system based on the good faith effort(s) chosen. All evidence must be submitted in a PDF document. If there are multiple items combine them into one PDF document. Read carefully, and provide evidence that demonstrates through the procuring process a lack of subcontracting opportunities to certified small business enterprises due to either no capacity, no capability, or an insufficient amount of CSBEs available.

A statement to the effect that 'there are no CBEs that can do this work' will not be sufficient. The department requires proof of method in determining lack of subcontracting opportunities.

**IV. Statement of Reason Justifying Request:**

The contracting officer can provide a more detailed description of reasons justifying the request to waive the subcontracting requirement for a contract here.

**V. DSLBD Waiver Request Determination:**

This is a DSLBD function only and provides status update of the waiver request's processing by the department. This is not a final determination.

**VI. Director Determination:**

This section provides the status indicator for the request in progress or completed. Also it will provide the Director of DSLBD's final decision pertaining to the waiver request. Further in order for the DCPS Contracting Officer to submit a waiver on the vendors behalf the vendor must sufficiently document their good faith efforts in conducting a market survey of questions in alignment with the solicitation ensuring that CBE vendors received the same information at the same time to facilitate documentation of their lack of capacity, lack of capability or insufficient amount of CBEs available. Please note a statement to the effect that there are no CBEs that can do the work described in the solicitation will not be sufficient. DSLBD requires proof of method in determining lack of subcontracting opportunities.

**Additional language added:**

DCPS is providing you steps for seeking a waiver request from the Department of Small Local Business Development pursuant to the current solicitation of services for the District of Columbia Public Schools.

Waiver Requests, allows Contracting Officers to provide their agency's justification for the waiver request and evidence of good faith efforts implemented on behalf of the vendor seeking the waiver. The documentation /information of good faith efforts ultimately assist Contracting Officer to submit a waiver request on your behalf as applicable and facilitate the Department of Small Local Business Development (DLSBD) Director final determination of the waiver request submitted. To facilitate the waiver request the vendor (s) must do the following to demonstrate good faith efforts in subcontracting to Certified Business Enterprises (CBE):

1. Document the CBE community contacted for the procuring/vetting process for determining capacity and capability for subcontracting. The DCPS Contracting Officer may include evidence of good faith effort demonstrated by the bidder for the waiver request.
2. Provide proof of evidence which can be uploaded into the Department of Small Local Business Development data base system based documenting good faith effort(s). All evidence must be submitted in a PDF document to

the DCPS Contracting Officer. If there are multiple items combine them into one PDF document.

3. The proof of evidence should include:

- Documentation of the research for CBEs via the Department of Small Local Business websites such as <http://dslbd.dc.gov/service/find-certified-companies> ;  
<http://lsdbe.dslbd.dc.gov/public/certification/search.aspx> (click on phrases like education, leadership, educational programming, and others as specific to the solicitation). Based on that search, you can narrow it down to the commodity codes for more targeted searches which should include the CBE company name, point of contact, title, address, email and telephone company and.  
<http://lsdbe.dslbd.dc.gov/public/certification/search.aspx>. Note all three should assist you in your research and vetting for good faith efforts.
  - Documentation of a Request for Information Market Survey to the CBEs researched which should include the proposed subcontracting requirements in accordance with the DCPS solicitation requirements. The vendor should document its thorough investigation conducted regarding the capabilities of the CBEs in order to make sound judgment as to their qualifications to perform the work.
  - Documentation of CBEs pricing is secured to document CBE pricing was excessive or noncompetitive based upon a review of the prevailing market conditions.
  - Documentation and review of the CBE responses demonstrating the CBEs insufficient capacity and capability leading to your waiver request. Read carefully, and provide evidence that demonstrates through the vetting process a lack of subcontracting opportunities to certified small business enterprises due to either no capacity, no capability, or an insufficient amount of CSBEs available.
  - Documentation of effective use of the services of the DSLBD in recruiting qualified and responsible CBEs.
  - Documentation of any other factors which may be relevant to this  
specific waiver request
- 
-

5. A statement/documentation to the effect that 'there are no CBEs that can do this work' will not be sufficient. The DCPS and Department of Small Local Business Development requires proof of method in determining lack of subcontracting opportunities.
6. Upon completion and receipt of the above information/documentation in PDF format the DCPS Contracting Officer will submit the proposed waiver request electronically on your behalf to the Department of Small Local Business Development for consideration of the waiver.

#### **H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.5.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

**H.9.5.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

**H.9.5.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

#### **H.10 DISTRICT RESPONSIBILITIES**

See Section C.6

#### **H.11 CONTRACTOR RESPONSIBILITIES**

See Section C.5

#### **H.12 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH**

**H.12.1** 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:

The Contractor's staff providing direct services at DCPS.

**H.12.2** 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:

N/A

**H.12.3** 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.12.4** 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.12.5** 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.12.6** The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

**H.12.7** 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.12.5(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.12.8** 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.12.9** 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.12.10** 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.12.11** The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- H.12.12** 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.12.13** The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.12.14** The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.12.15** 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.12.16** 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.12.1 and H.12.2.
- H.12.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- H.12.18** The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- H.12.19** If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.12.20** 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.

## **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 March 2007 ("SCP") are incorporated as part of the contract. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

### **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**

**I.5.1** "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.5.2** The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

**I.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the

- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_ with (Contractor's Name); and

(iii) If the data is computer software, the related computer software documentation

- I.5.11** 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.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

**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 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-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations part of the policy is reduced via endorsement or 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.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury

5. 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: \$2,000,000.00 per occurrence, including the District of Columbia as additional insured.
  6. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000.00 per occurrence for each wrongful act and \$1,000,000.00 annual aggregate.
  7. Crime Insurance (3<sup>rd</sup> Party Indemnity). The Contractor shall provide a 3<sup>rd</sup> 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 \$1,000,000.00 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
  8. Employment Practices Liability. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000.00 for each wrongful act and \$1,000,000.00 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.
- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. 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.**

- D. **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.
- E. **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.
- F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **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. Evidence of insurance shall be submitted to:

**Glorious Bazemore**  
**Chief Procurement Officer (CPO)**  
**Office of Contracts and Acquisitions**  
**District of Columbia Public Schools**  
**1200 First Street NE, 11<sup>th</sup> Floor**  
**Washington, DC 20002**  
**Telephone: (202) 442-5112**  
**Email address: [glorious.bazemore@dc.gov](mailto:glorious.bazemore@dc.gov)**

- H. **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.

#### **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

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

**I.10 ORDER OF PRECEDENCE**

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

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

**I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

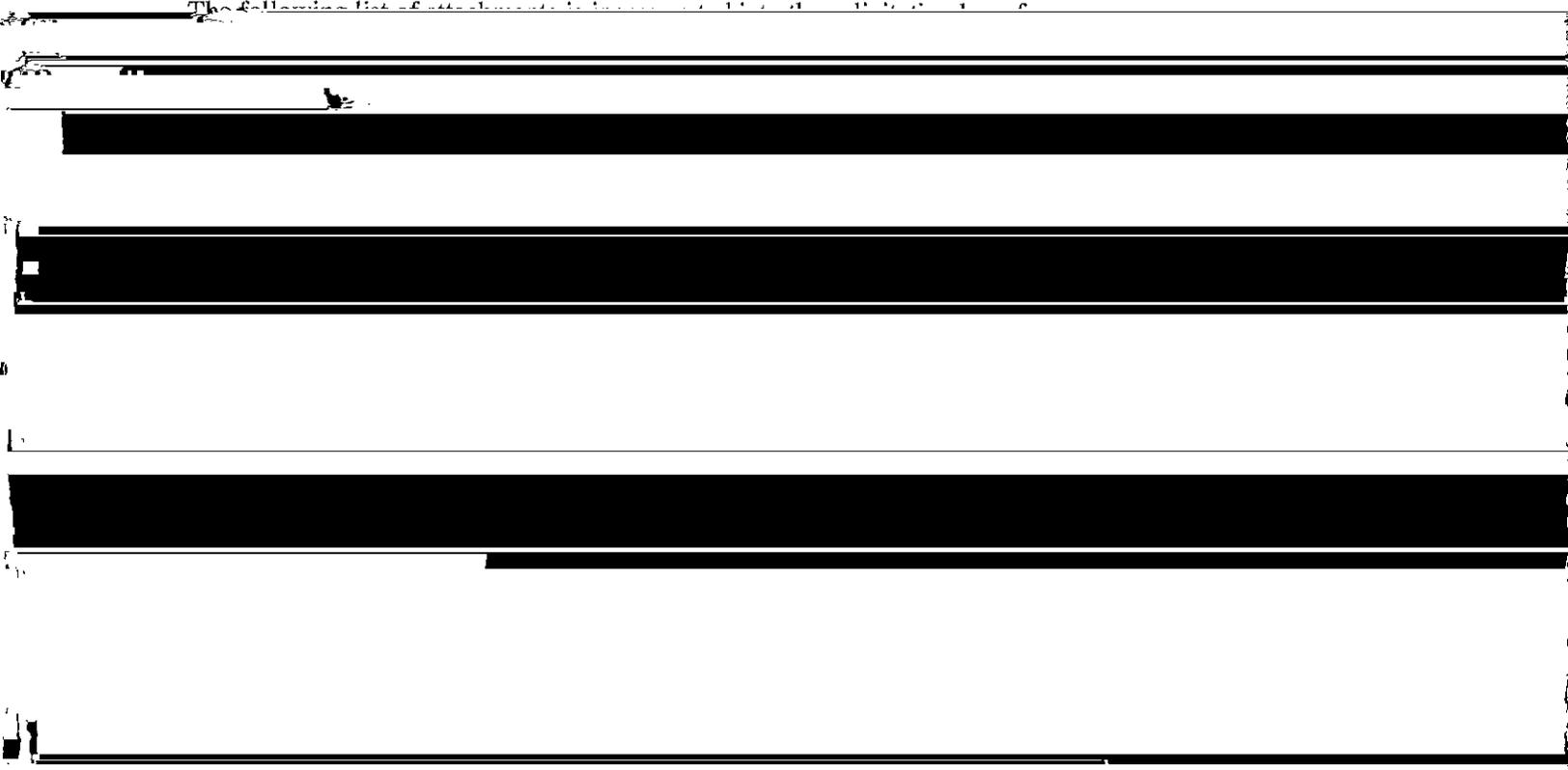
**Any contract in excess of \$1,000,000.00 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.**

**I.12 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.

**SECTION J: ATTACHMENTS**

The following list of attachments is included in the contract:



Attachment Number	Document
J.4	Department of Employment Services First Source Employment Agreement
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Bidder/Offeror Certifications
J.9	Cost/Price Disclosure Certification

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

Bidder/Offeror Certification Form

See Attachment J.8

## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District of Columbia Public Schools (DCPS).**

The District of Columbia Public Schools intends but is not obligated, to award a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.1.2 INITIAL OFFERS**

The DCPS may award contract on the basis of initial offer received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

### **L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One original and three (3) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "**Proposal in Response to Solicitation No. GAGA-2014-I-0058, title and name of offeror**".

(Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.)

### **L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATION, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

### **L.3.1 Proposal Submission**

Proposals must be submitted no later than **3:00 PM (EST), July 22, 2014**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

### **L.3.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

### **L.3.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

### **L.3.4 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

### **L.3.5 LATE PROPOSALS**

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

**L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later 3:00 PM on July 15, 2014. The District will not consider any questions received after July 15, 2014. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

**L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

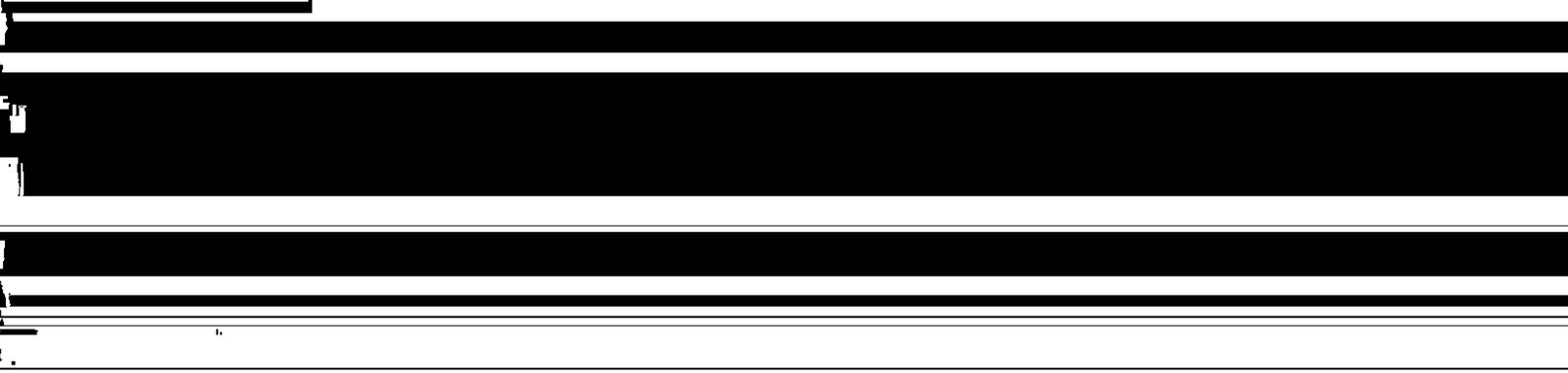
If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

**L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

#### **L.7 PROPOSALS WITH OPTION YEARS**

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year prices.



#### **L.8 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

#### **L.9 SIGNING OF OFFERS**

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

#### **L.10 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may

**L.12 PROPOSAL COSTS**

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

**L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

**In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted via a CD or jump drive, in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).**

**L.14 CERTIFICATES OF INSURANCE**

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

**Glorious Bazemore  
Chief Procurement Officer (CPO)  
Office of Contracts and Acquisitions  
District of Columbia Public Schools  
1200 First Street NE, 11<sup>th</sup> Floor  
Washington, DC 20002  
Telephone: (202) 442-5112  
Email address:[glorious.bazemore@dc.gov](mailto:glorious.bazemore@dc.gov)**

**L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

**L.16 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to

submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

#### **L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

- L.17.1** Name, address, telephone number and federal tax identification number of offeror;
- L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.17.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

#### **L.18 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

#### **L.19 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the District.

**L.19.1** To be determined responsible, a prospective contractor shall demonstrate that it:

Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;

Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

Has a satisfactory performance record;

Has a satisfactory record of integrity and business ethics;

Has a satisfactory record of compliance with the applicable District licensing and tax

- a) They have the technical expertise required to complete all tasks;
- b) They plan for all sub-tasks any task may involve;
- c) They provide the District with all information needed to make decisions (e.g., theoretical analysis, possible scenarios with pros and cons, numbers) and;
- d) They have the ability and desire to work in close collaboration with District staff and accommodate District applicable laws and regulations and policy priorities.

**L.20.2 Offeror shall submit** with its proposal convincing evidence that demonstrates that the offeror meets the Special Standard(s) of Responsibility. At a minimum, an offeror shall provide the following evidence:

- a) A sample technical work product of the level of complexity of the project described in section C;
- b) A set of sub-tasks that a task of their choice under section C involves;
- c) An example of a hypothetical policy decision relevant to this project and supporting documentation to allow the District to make a decision;
- d) A description of a real or hypothetical conflict between a contractor's strategy and a customer's policy priority and a proposed resolution process.

**L.21 PRE-BID CONFERENCE:**

A pre-bid conference will be held at 11:00 A.M., on Monday, July 14, 2014, at the District of Columbia Public Schools, Office of Contracts and Acquisitions, 1200 First Street, NE Room 1112. Prospective bidders will be given an opportunity to ask questions regarding this Two-Step Bid solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from prospective bidders on the solicitation document, as well as to clarify the contents of the solicitation. Attending prospective bidders shall complete the pre-bid conference Attendance Roster at the conference, so that their attendance can be properly recorded.

Impromptu questions will be permitted, and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-bid conference, but no later than 3:00pm EST, Wednesday, July 16, 2014, in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. In addition, answers will be posted on the DCPS website: <http://dcps.dc.gov/DCPS/About+DCPS/Doing+Business+with+DCPS/Procurement/Solicitations>.

**SECTION M - EVALUATION FACTORS**

**M.1 EVALUATION FOR AWARD**

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

**M.2 TECHNICAL RATING**

**M.2.1** The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

**M.2.2** The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror’s score for each factor. The offeror’s total technical score will be determined by adding the offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

**M.3 EVALUATION CRITERIA**

Proposals will be evaluated based on the following evaluation factors in the manner described below:

**M.3.1 TECHNICAL CRITERIA (90 Points Maximum)**

Description: These factors consider the Offeror’s past performance, experience and key personnel used in performing services similar to the required services as described in Section C. These factors include an examination of the quality of services provided.

Technical Evaluation Factors	Points
<b>Factor A – Experience on Similar Projects (Research-Based Model)</b>	<b>30</b>
<b>Factor B – Project Design and Timeline</b>	<b>20</b>
<b>Subfactors</b>	
B1. Internal Coaching for Tutors	10
B2. Contractor’s understanding of contract requirements for targeting students who are significantly behind grade level.	10
<b>Factor C – Data Reporting</b>	<b>20</b>
<b>Factor D – Proposed Team</b>	<b>20</b>
D1. Part of a National, Replicable Model	15
D.2 Team: Experience, knowledge, past performance, necessary skills and expertise of the key personnel directly assigned to the project.	5
<b>Total</b>	<b>90</b>

Proposals will be evaluated based on the following evaluation factors in the manner described below:

**M.3.1.1 Factor A – Experience on Similar Projects (30 Points Maximum)**

M.3.1.1.1 **Research-Based:** DCPS needs partnership with an organization that is using a model which has undergone a rigorous third party evaluation and has shown statistically significant results at improving students' literacy levels. (30 points)

**M.3.1.2 Factor B – Project Design and Timeline (20 Points Maximum)**

M.3.1.2.1 **Internal Coaching for Tutors:** DCPS requires partnership with an organization that has a built-in coaching program. School level administrative teams do not have the capacity to coach and manage these external tutors. As a result, in order to ensure there are mechanisms in place to monitor the quality of reading support being provided, we need to partner with an organization that has this support in place. (10 points)

M.3.1.2.2 **Contractor's proposal demonstration of understanding requirement: Demonstrated program that targets students who are significantly behind:** DCPS requires partnership with an organization that has experience with students who are at least 6 months behind grade level. (10 points)

**M.3.1.3 Factor C – Data Reporting (20 Points Maximum)**

M.3.1.3.1 **Data Reporting:** DCPS requires partnership with an organization that uses a systematic way of collecting data on students. (20 points)

**M.3.1.3 Factor D – Proposed Project Team (15 Points Maximum)**

M.3.1.3.1 **Part of a National, Replicable Model:** In order to ensure that the organization has the experience and proven track record of a model that can be used in DCPS, we seek an organization that has implemented their program in more than one other state. (15 points)

M.3.1.3.2 **Team Experience –** This evaluation factor considers the experience, knowledge, necessary skills and expertise of the key personnel directly assigned to the project. (5 points maximum)

**M.3.2 PRICE CRITERION (10 Points Maximum)**

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

Lowest price proposal

$$\frac{\text{-----}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

Price of proposal being evaluated

**M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)**

**M.3.4 TOTAL POINTS (112 Points Maximum)**

Total points shall be the cumulative total of the offeror's technical criteria points, price criterion points and preference points, if any.

**M.4 EVALUATION OF OPTION YEARS**

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

**M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

**M.5.1 Application of Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

**M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

**M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

**M.5.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.5.3 Preferences for Certified Joint Ventures**

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise**

**M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

**M.5.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 970N  
Washington DC 10001

**M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT:**

**M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.