


<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption Value Added Measures of Educator Effectiveness		Page of Pages 1		
2. Contract Number  GAGA-2016-C-0069		3. Solicitation Number  GAGA-2016-R-0069		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued	
7. Issued By: Office of Contracts and Acquisitions 1200 First Street NE, 9th Floor Washington, D.C. 20002				8. Address Offer to:			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>4</u> 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 <u>1200 First Street NE, 9th Floor</u> until <u>2:00 p.m.</u> local time _____ (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 <input checked="" type="checkbox"/>	A. Name Shaunte Chacon		B. Telephone (Area Code) 202 (Number) 442-5114 (Ext)			C. E-mail Address <a href="mailto:shaunte.chacon@dc.gov">shaunte.chacon@dc.gov</a>	
11. Table of Contents							
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<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>10</u> 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 <input checked="" type="checkbox"/>		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 <input type="checkbox"/>		17. Signature		18. Offer Date	
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print) Glorious Bazemore			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	
 Government of the District of Columbia			Office of Contracting & Procurement				

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

The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the DCPS Office of Instructional Practice is seeking a contractor to develop and provide Value-Added Measures of Educator Effectiveness. The DCPS is issuing a request for proposal (RFP) to solicit proposals from qualified contractors to provide the services outlined below and in accordance with this solicitation. The requested services will include:

- Design methodologies and produce Value-Added Measures for educators of students taking the Partnership for Assessment of Readiness for College and Careers (PARCC) assessment and any existing standardized assessments, or new standardized assessments added during the contract period, that are identified by DCPS; and,
- Design and delivery of reports that effectively communicate results to teachers, school leaders, and DCPS central office officials.

**B2** The District contemplates award a Firm Fixed Price contract.

**B3 PRICE SCHEDULE –Firm Fixed Price - Period of Performance**

**B.3.1 BASE YEAR - Date of Award – September 30, 2017**

\*

Contract Line Item No. (CLIN)	ITEM DESCRIPTION The contractor shall provide pricing for each of the CLIN set forth below:	Total Price
001 *	<b>Data System Management and Research: Creation of Procedure for the intake &amp; manipulation of DCPS Data (Section C.5.1.1)</b> <i>*this task will only be required in the base year</i>	\$ _____
002*	<b>Data System Management and Research for Production of Historical Value-Added results for 2014-15 &amp; 2015-16 School Years (Sec. C.5.1.2)</b> <i>*this task will only be required in the base year</i>	\$ _____
003	<b>Data System Management and Research: Creation of model recommendations memorandum (Sec. C.5.1.3)</b>	\$ _____
004	<b>Project Management: Production of a work plan, schedule for deliverables and delivery of results (Sec. C.5.2)</b>	\$ _____
005	<b>Produce Memorandum for Methodology of Producing Value-added results (Sec. C.5.3.1 &amp; C.5.3.2)</b>	\$ _____
006	<b>Production of Results for the Evaluation System (Sec. C.5.3.3 - C.5.3.6)</b>	\$ _____
007	<b>Production of Educator Reporting (see sections C.5.4.1)</b>	\$ _____
008	<b>Production of Public Documentation (see sections C.5.5.1-C.5.5.2)</b>	\$ _____
<b>Grand Total for B.3.1</b>		\$ _____

**B.3.2 OPTION YEAR ONE** –October 1, 2017 – September 30, 2018

<b>Contract Line Item No. (CLIN)</b>	<b>ITEM DESCRIPTION</b> The contractor shall provide pricing for each of the CLIN set forth below:	<b>Total Price</b>
1001	Data System Management and Research: Creation of model recommendations memorandum (Sec. C.5.1.3)	\$ _____
1002	Project Management: Production of a work plan, schedule for deliverables and delivery of results (Sec. C.5.2)	\$ _____
1003	Produce Memorandum for Methodology of Producing Value-added results (Sec. C.5.3.1 & C.5.3.2)	\$ _____
1004	Production of Results for the Evaluation System (Sec. C.5.3.3 - C.5.3.6)	\$ _____
1005	Production of Educator Reporting (see sections C.5.4.1)	\$ _____
1006	Production of Public Documentation (see sections C.5.5.1-C.5.5.3)	\$ _____
<b>Grand Total for B.3.2</b>		\$ _____

**B.3.3 OPTION YEAR TWO** – October 1, 2018– September 30, 2019

<b>Contract Line Item No. (CLIN)</b>	<b>ITEM DESCRIPTION</b> The contractor shall provide pricing for each of the CLIN set forth below:	<b>Total Price</b>
2001	Data System Management and Research: Creation of model recommendations memorandum (Sec. C.5.1.3)	\$ _____
2002	Project Management: Production of a work plan, schedule for deliverables and delivery of results (Sec. C.5.2)	\$ _____
2003	Produce Memorandum for Methodology of Producing Value-added results (Sec. C.5.3.1 & C.5.3.2)	\$ _____
2004	Production of Results for the Evaluation System (Sec. C.5.3.3 - C.5.3.6)	\$ _____
2005	Production of Educator Reporting (see sections C.5.4.1)	\$ _____
2006	Production of Public Documentation (see sections C.5.5.1-C.5.5.3)	\$ _____
<b>Grand Total for B.3.3</b>		\$ _____

**B.3.4 OPTION YEAR THREE** – October 1, 2019 – September 30, 2020

<b>Contract Line Item No. (CLIN)</b>	<b>ITEM DESCRIPTION</b> The contractor shall provide pricing for each of the CLIN set forth below:	<b>Total Price</b>

3001	<b>Data System Management and Research: Creation of model recommendations memorandum (Sec. C.5.1.3)</b>	\$ _____
3002	<b>Project Management: Production of a work plan, schedule for deliverables and delivery of results (Sec. C.5.2)</b>	\$ _____
3003	<b>Produce Memorandum for Methodology of Producing Value-added results (Sec. C.5.3.1 &amp; C.5.3.2)</b>	\$ _____
3004	<b>Production of Results for the Evaluation System (Sec. C.5.3.3 - C.5.3.6)</b>	\$ _____
3005	<b>Production of Educator Reporting (see sections C.5.4.1)</b>	\$ _____
3006	<b>Production of Public Documentation (see sections C.5.5.1-C.5.5.3)</b>	\$ _____
<b>Grand Total for B.3.4</b>		\$ _____

### B.3.5 OPTION YEAR FOUR – October 1, 2020 – September 30, 2021

<b>Contract Line Item No. (CLIN)</b>	<b>ITEM DESCRIPTION</b> The contractor shall provide pricing for each of the CLIN set forth below:	<b>Total Price</b>
4001	<b>Data System Management and Research: Creation of model recommendations memorandum (Sec. C.5.1.3)</b>	\$ _____
4002	<b>Project Management: Production of a work plan, schedule for deliverables and delivery of results (Sec. C.5.2)</b>	\$ _____
4003	<b>Produce Memorandum for Methodology of Producing Value-added results (Sec. C.5.3.1 &amp; C.5.3.2)</b>	\$ _____
4004	<b>Production of Results for the Evaluation System (Sec. C.5.3.3 - C.5.3.6)</b>	\$ _____
4005	<b>Production of Educator Reporting (see sections C.5.4.1)</b>	\$ _____
4006	<b>Production of Public Documentation (see sections C.5.5.1-C.5.5.3)</b>	\$ _____
<b>Grand Total for B.3.5</b>		\$ _____

- B.4** An offeror responding to this solicitation which is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.

A Subcontracting Plan form is available at <http://ocp.dc.gov>, click on “Required Solicitation Documents”.

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

**C.1.1** The District of Columbia Public Schools, Office of Instructional Practice (OIP) seeks an experienced contractor to create a value-added measure to assess teacher effectiveness using student achievement. Measuring a teacher's impact on student achievement can be challenging. For example, students start the year at different skill levels, and they all face different factors inside and outside the classroom that affect how they learn. At its core, value-added is a way of addressing these challenges. It helps us estimate a teacher's impact on student achievement by measuring student achievement before working with a teacher and then the student's achievement after working with a teacher and controlling for outside factors.

**C.1.2** The Contractor shall provide the value-added measures of effectiveness for educators in DCPS schools. Base year and all option years one (1) through four (4) must include services and pricing for the delivery of value-added measures of educator effectiveness (see section B).

**C.1.3** The contractor shall provide overall management for the services outlined in this RFP. The District will provide oversight of these services. The contractor shall provide and perform all services as identified in accordance with appropriate government regulations, industry standards, and those designated in this RFP.

**C.1.4** Annually, DCPS and OIP identify strategic goals to address. The Contractor shall support DCPS' current strategic plan and goals.

## **C.2 APPLICABLE DOCUMENTS**

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

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Date</b>
<b>1</b>	<b>IMPACT – DCPS Effectiveness Assessment System for School-Based Personnel</b>	<b>IMPACT Guidebooks -</b> <a href="http://dcps.dc.gov/publication/2015-2016-impact-guidebooks">http://dcps.dc.gov/publication/2015-2016-impact-guidebooks</a>	N/A
<b>2</b>	<b>DCPS Assessment Calendar</b>	<b>Assessment Calendars -</b> <a href="http://dcps.dc.gov/page/dcps-calendars">http://dcps.dc.gov/page/dcps-calendars</a>	N/A
<b>3</b>	<b>A Capital Commitment - DCPS Strategic Plan</b>	<b><a href="http://dcps.dc.gov/publication/capital-commitment-dcps-strategic-plan">http://dcps.dc.gov/publication/capital-commitment-dcps-strategic-plan</a></b>	N/A

### C.3 DEFINITIONS

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

**C.3.1 Common Core State Standards (CCSS):** The Common Core is a set of nationally recognized academic standards in mathematics and English language arts/literacy. These learning goals outline what a student should know and be able to do at the end of each grade. The standards were created to ensure that all students graduate from high school with the skills and knowledge necessary to succeed in college, career, and life, regardless of where they live. (Source <http://dcps.dc.gov/page/elementary-school-academic-standards>)

**C.3.2 DC Comprehensive Assessment System (CAS):** DC CAS was the assessment that was aligned to English/language arts, mathematics, science, and health standards in DC and used prior to the PARCC in DC. Based on performance, each student was classified as performing at one of four performance levels: advanced, proficient, basic, or below basic. DC CAS tests were administered in the spring of each school year. Reading and mathematics tests began in 2006. In 2014-2015 School Year, DC transitioned to Partnership for Assessment of Readiness for College and Careers (PARCC) assessment. (Source: <http://www.learndc.org/schoolprofiles/about/glossary/dc-cas>)

**C.3.3 IMPACT Effectiveness Assessment System for School-Based Personnel (IMPACT):** IMPACT is DCPS's system for assessing and rewarding the performance of teachers and other school-based staff. One component in IMPACT is value-added. (Source: <http://dcps.dc.gov/page/impact-overview>)

**C.3.4 Student-Teacher Links and Dosages:** Links and dosages will be determined by DCPS based on data showing which students are assigned to which course sections, teachers, and schools. Data will also specify that if a link between a student/teacher/course does not extend for a full academic year what partial dosage criteria will apply for reasons such as a student absence for an extended period or a student receiving push-in or pull-out instruction during the course. Links are when a teacher is responsible for instruction for a particular student. Dosages are the amount of time a student is with a particular teacher.

**C.3.5 Student Characteristics:** The Office of the State Superintendent of Education (OSSE), the State Education Agency for DC monitors student performance in subgroups based on certain student characteristics. OSSE tracks the performance of students to monitor the achievement gap and target resources to populations to improve academic performance. These subgroups include students with specialized education needs, English language learners, and economically disadvantaged or homeless students. By monitoring subgroup performance on assessments aligned to the Common Core State Standards, DC evaluates the effectiveness of school accountability interventions designed to improve school performance and help close achievement gaps. These are examples of variables considered in student characteristics. (Source: <http://www.learndc.org/schoolprofiles/about/glossary/student-subgroups>)

**C.3.6 Partnership for Assessment of the Readiness for College and Careers (PARCC):** The PARCC assessment is computer-based assessment that matches the high expectations of the Common Core standards, requiring students to think critically and solve real-world problems. Students in grades 3–8 take the mathematics and English Language Arts (ELA) assessments, as well as students enrolled in Algebra I, Geometry, and English I & II. The PARCC test assesses

what students are learning in school and helps teachers and parents know if students are on track for success in college and careers. (Source: <http://dcps.dc.gov/parcc>)

**C.3.7 Value Added Measure (VAM):** Determining the measure of a teacher’s impact on a student’s learning can be challenging, as students start the year at different skill levels, and they all face different factors inside and outside the classroom that affect how they learn. VAM addresses these challenges by estimating a teacher’s impact on student learning over the course of the school year, as evidenced by a standardized assessment, by taking into account other factors such as a student’s incoming test scores, special education status, and eligibility for free or reduced-price meals, to name a few. (Source: <http://dcps.dc.gov/page/individual-value-added-iva>)

**C.3.8 Experienced Contractor:** A company having a minimum of five years providing value-added measures in an urban school district or state-wide setting. The contractor shall demonstrate their experience as related to the requirements set forth in section C.5 Requirements and M.3.1 Technical Criteria.

## **C.4 BACKGROUND**

**C.4.1** From 2009 to 2014, DCPS included value added as a component in IMPACT as a measure of teacher performance. During this time, DCPS used the state-wide standardized assessment, the DC CAS, to produce value added scores. In the 2014-2015 school year, DCPS transitioned to a new state standardized assessment system, the Partnership for Assessment of Readiness for College and Career (PARCC) assessments, to provide an even better measure of what students should know and be able to do based on the Common Core State Standards (CCSS), rigorous national standards which the district adopted in 2012. Due to the timeline in which DCPS received the results from the first administration of the PARCC assessments, and to provide schools an opportunity to familiarize themselves with the new PARCC assessment, VAM was not included in final IMPACT scores in 2014-2015 nor in 2015–2016. For the 2016- 2017 school year and moving forward, value-added measures (VAM) will again be included in IMPACT scores based on the PARCC and/or other standardized assessments. This is a new requirement for a new contract.

## **C.5 REQUIREMENTS**

The contractor shall design, create and report on usage of a value-added measure (VAM) to assess teacher effectiveness using student achievement.

### **C.5.1 Data Management and Research**

*\*Requirements under C.5.1 are for the base period only*

**C.5.1.1 Data System Management and Confidentiality**—The contractor shall create data management systems that ensure the confidentiality, accuracy, and security of the data that is held by the contractor. In addition to adhering to FERPA and relevant confidentiality agreements that protect the nature of DCPS data, the contractor shall provide evidence of the data security.

- **This data should include:**
  - Teacher records including but not limited to: unique teacher identifier, school code, information about courses and students for which this teacher is a teacher of record, and teacher service history in this school and in DCPS.
  - Student records including: unique student identifier, most recent grade, school, teacher of record, course codes, academic history of scores for any assessments recorded for this student, demographic variables including but not limited to poverty indicators, disability and English language learner indicators, free/reduced price lunch, other poverty indicators, average daily attendance in prior year(s), suspension history, and indicators of mobility, but not limited to these factors. It is expected that new information may become available over the life of this contract.
  - Assessment results; other subjects/grades may be added during course of the contract. PARCC:
    - 1) 3rd grade: English Language Arts (ELA), Math
    - 2) 4th grade: ELA, Math
    - 3) 5th grade: ELA, Math
    - 4) 6th grade: ELA, Math
    - 5) 7th grade: ELA, Math
    - 6) 8th grade: ELA, Math
    - 7) Algebra I
    - 8) Geometry
    - 9) Algebra II
    - 10) English I
    - 11) English II
- The contractor shall manage the following technical aspects of the data system:
  - The merging of all data files on provided unique identifiers of students, teachers, principals, and schools. The contractor will be expected to merge data from separate files containing (1) student demographic, enrollment, course, programs, and assessment information; (2) school characteristics; (3) other teacher/principal characteristics, including years of service in the school and district.

**C.5.1.2 Historical VAM Research**—The contractor shall undertake in the following types of VAM research for DCPS:

- The contractor shall use prior year(s) assessment data from the DC CAS and PARCC, as well as the teacher links and dosages provided by DCPS, to produce VAM Research Results. Create initial teacher VAM scores based on DCPS's PARCC data from the 2014-2015 and 2015-2016 school years, as well as earlier years of student test results as needed, for research purposes based data provided by DCPS. Propose, in consultation with DCPS and in ways that comply with regulations and meet our requirements, how to assign evaluation points to each educator. These results are for research purposes only; they will not be included in IMPACT evaluations for the 2014-2015 or 2015-2016 school years.
- The contractor shall provide VAM Research Results as soon as possible after the contract begins with the new fiscal year, but not later than four (4) months after the contract begins. The Contractor and DCPS will work together during model stages, holding at least weekly progress calls. Upon delivery of VAM Research Results, contractor and DCPS will conduct quality



assurance based upon accepted criteria agreed to between provider and DCPS during start-up phase of the work, gather feedback from stakeholders, and determine what refinements to the model(s) and scoring methodology may be needed before the first production model for 2016- 2017 is determined. The contractor will recommend appropriate methods for conducting quality assurance, and will establish clear procedures for documenting and tracking changes and presentation of results to DCPS.

- The contractor shall use the VAM Research Results phase to inform production timelines and educator reporting. The research phase shall also include tests to ensure the contractor can produce timely VAM results so that results can be included in the annual educator performance evaluation cycles which close each June and are reported to the educator no later than July.
- The contractor shall determine statistical confidence intervals around VAM Research Results. In addition, the contractor shall recommend how confidence intervals should be utilized in assigning effectiveness score points and/or how they should be reported along with VAM results.

**C.5.1.3 Model Recommendations**—The contractor shall make model recommendation with the following requirements:

- a. The contractor shall make model recommendations based on expertise from at least 5 years of experience across three other districts and/or states. Additional experience with PARCC is optional but recognized.
- b. The contractor shall provide recommendation for model decision in written form. In addition, the contractor shall keep weekly meeting notes, all business rules documentation, as well as documentation of all VAM codes.
- c. The contractor shall describe the ability to conduct additional research related to the value-added model as requested by the District. The contract should indicate within the budget a rate for additional research.

## **C.5.2 Project Management**

**C.5.2.1 Personnel**—The contractor shall identify project management personnel and content-specific contacts for support with all development, statistical/technical, and implementation issues. The project manager(s) shall maintain the list of business rules used for the contract which should be available to and shared with DCPS at least twice per year prior to the production.

**C.5.2.2 Schedule Management**—The contractor shall be responsible for the following items:

- a. Identifying a project timeline and key VAM deliverables that allow for the contractor to meet the District’s timeline for including VAM in annual IMPACT evaluations. The timeline should include parameters for contingency plans which will still allow the contractor to meet the timeframe.
- b. Coordinating scheduled meetings with the District with either a weekly, biweekly or monthly frequency depending on the stage in the project. The meetings shall include an agenda produced by the contractor, key timeline reminders, meeting notes as well as any other substantive updates.
- c. Submitting timely billing to DCPS and manage invoice processing per DCPS guidelines.

**C.5.2.3 Data Transfer Integrity**—The contractor shall provide the results of integrity checks that shall be conducted by the contractor within ten (10) business days after receipt of clean **and** usable data from DCPS. This information regarding any data integrity flags shall be shared with DCPS within ten (10) business days.

### **C.5.3 Results for the Evaluation System**

**C.5.3.1 Final VAM Score Delivery Plan** - The Contractor would plan and execute needed steps for completion of this deliverable for each contract year, assuming contract award by winter of 2017. Assume that the data from 2016-2017 test year will be available in June or July 2017 but in subsequent years it may be available mid-June. Please note: DCPS is actively working on a number of considerations that may change our timeline for score delivery, so consider mid-June an aspirational planning assumption only. Contractor must estimate the minimum time needed from release of each year's testing files to produce teacher and principal effectiveness scores (not full reporting, and assuming beta model has been thoroughly vetted by DCPS and contractor. Also assume that roster confirmation data is available to provider at least a month before test score results so that these files can be prepared for use).

**C.5.3.2 Determining VAM Methodology** The contractor shall determine, in consultation with DCPS, the VAM methodology based on the research phase for the production of VAM results for PARCC Assessments in Grades 4-10, ELA and Mathematics. Additional adjustments may occur after the research phase, as needed, due to circumstances such as changes in the underlying data.

**C.5.3.3 Delivery of Final VAM scores for teachers--** The contractor shall deliver finalized teacher VAM scores using data from prior school year(s) for evaluation as soon as possible upon receipt of PARCC test results but not later than 3 weeks from receipt. The Contractor shall deliver individual-level results, in the format needed for IMPACT evaluations, within three weeks of receipt of PARCC results. The Contractor shall deliver final report in June or July 2017 and in June for subsequent years.

**C.5.3.4 Quality Assurance Checks**—The contractor shall deliver records of quality assurance checks. The contractor shall provide documentation of quality checks completed to ensure the VAM results provided are accurate prior to the production of scores, as well as after the production of scores. Quality assurance checks shall be completed prior to and during the 3 week timeline outlined above to ensure accurate results are included in IMPACT evaluations.

**C.5.3.5 Delivery of Supporting Documentation--**The contractor shall deliver supporting documentation for any teachers for whom a score could not be accounted, including due to a small class-size. For example, the contractor shall provide DCPS a list of teachers for whom VAM could not be produced, and an itemized reason for each exclusion.

**C.5.3.6 Delivery of Translation Tables**—The contractor shall deliver translation tables for VAM, as needed and based on DCPS's specifications. The contractor shall provide a translation table that defines how each measure of effectiveness translates to the IMPACT scale.

## C.5.4 Educator Reporting

**C.5.4.1 VAM Data Reporting**—The contractor shall design and deliver an individualized teacher value-add reports that clearly communicates results to educators, principals, schools, and the District.

## C.5.5 Public Documentation

**C.5.5.1 Production of Training and Resources:** The contractor shall produce training materials and technical reports for a range of access points. The contractor shall produce, under DCPS direction, materials, such as training materials for appropriate audiences, an explanatory presentation for each model, and sample reports with explanations that can be used to explain the system in general to all stakeholders including educators, parents and the public. In addition, the contractor shall provide a technical manual for the reporting system that provides user, design, and code documentation, as defined under Educator Reporting. Reports should be available as soon as possible after VAM results are calculated but no later than four weeks following the reporting of VAM results. Additionally, the contractor shall provide in-person or videoconference training on the VAM methodology used to produce teacher effectiveness scores, interpretation of teacher effectiveness reports, and use of the reporting system for DCPS personnel and any DCPS approved contractors who will provide training for educators and other district personnel.

**C.5.5.2 Production of Technical Report:** The contractor shall provide a Technical Report to the District, which outlines the statistical measures used in the VAM production.

## **SECTION D: PACKAGING AND MARKING**

*This section is not applicable.*

## **SECTION E: INSPECTION AND ACCEPTANCE**

E.1 **Deliverables** - DCPS will provide written acceptance, comments and/or change requests, if any, within five (5) calendar days from receipt by DCPS of each draft deliverable identified in Section F.3. Upon receipt of the Government comments, the Contractor shall have five (5) calendar days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

E.2 **Acceptance/Rejection by DCPS** - The Government shall provide written notification of acceptance or rejection of all final deliverables within ten (10) calendar days of receipt. All notifications of rejection will be accompanied with an explanation of the specific deficiencies or issues causing the rejection. Deliverables may only be approved by the Contract Administrator. DCPS will provide written acceptance, comments, or change requests within five (5) calendar days from receipt by the Government, of all required deliverables.

E.3 **Non-Conforming Products or Services** - Non-conforming products or services will be rejected. Conforming to the requirements in Section C.5 and deliverables identified in Section F.3. The Government will provide written notification of non-conforming products or services

within fifteen (15) calendar days of receipt. Deficiencies shall be corrected within ten (10) calendar days of the rejection notice. If the deficiencies cannot be corrected within ten (10) calendar days, the Contractor will immediately notify the Contract Administrator of the reason for the delay and provide a proposed corrective action plan within ten (10) calendar days of receiving the non-conforming products or service notification.

**E.4 Notification of Late Delivery (deliverable schedule in Section F.3)** - The Contractor shall notify the Contract Administrator as soon as it becomes apparent to the Contractor that a scheduled delivery for a deliverable identified in Section F.3 will be late. The Contractor shall include in the notification the rationale for late delivery, the expected date for the delivery, and the impact of the late delivery on the project. The Contract Administrator will review the new schedule and provide guidance to the Contractor within five (5) calendar days.

## SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

### F.1 TERM OF CONTRACT

The term of the contract shall be for a period of base year and four (4) option years from date of award specified on the cover page of this contract.

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

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

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

**F.2.3** The price for the option period shall be 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 5 years.

### F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section E and G.9 in accordance with the following schedule and format will be finalized upon award of the contract:

CLIN	Deliverables for Base Year	QTY	Format/Type of Document	Due Date
001	Data Management and Research: Procedure for intake & manipulation of DCPS data (C.5.1.1) <i>*this deliverable will only be required in the base year</i>	1	Memorandum detailing procedure	April 14, 2017
002	Data Management and Research: Results of Historical value-added Data from 2014-2016 school years (C.5.1.2) <i>*this deliverable will only be required in the base year</i>	1	Excel Data file	June 15, 2017
003	Data Management and Research: Model Recommendations Memorandum (C.5.1.3)	1	Memorandum	May 15, 2017

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004	Project Management: Work plan, schedule for deliverables & delivery of results (C.5.2)	1	MS Word Document	April 3, 2017
005	Produce Memorandum for Methodology of Value-Added Results (C.5.3.1 – C.5.3.2)	1	Memorandum	June 15, 2017
006	Produce Results for the Evaluation System (C.5.3.3 - C.5.3.6)	1	Data file	July 15, 2017
007	Production of Educator Reporting (C.5.4.1)	1	To be determined in research phase	August 1, 2017
008	Production of Public Documentation (Technical Report) – (C.5.5.3)	1	Many formats will be accepted	August 15, 2017

**OPTION YEAR 1:**

<b>CLIN Number</b>	<b>Deliverables for Option Year 1</b>	<b>QTY</b>	<b>Format/Type of Document</b>	<b>Due Date</b>
1001	Data Management and Research: Model Recommendations Memorandum (C.5.1.3)	1	Memorandum	TBD Upon Exercise of Option
1002	Project Management: Work plan, schedule for deliverables & delivery of results (C.5.2)	1	MS Word Document	TBD Upon Exercise of Option
1003	Produce Memorandum for Methodology of Value-Added Results (C.5.3.1 – C.5.3.2)	1	Memorandum	TBD Upon Exercise of Option
1004	Produce Results for the Evaluation System (C.5.3.3 - C.5.3.6)	1	Data file	TBD Upon Exercise of Option
1005	Production of Educator Reporting (C.5.4.1)	1	To be determined in research phase	TBD Upon Exercise of Option
1006	Production of Public Documentation (Technical Report) – (C.5.5.3)	1	Many formats will be accepted	TBD Upon Exercise of Option

**OPTION YEAR 2:**

<b>CLIN Number</b>	<b>Deliverables for Option Year 2</b>	<b>QTY</b>	<b>Format/Type of Document</b>	<b>Due Date</b>
2001	Data Management and Research: Model Recommendations Memorandum (C.5.1.3)	1	Memorandum	TBD Upon Exercise of Option
2002	Project Management: Work plan, schedule for deliverables & delivery of results (C.5.2)	1	MS Word Document	TBD Upon Exercise of Option
2003	Produce Memorandum for Methodology of Value-Added Results (C.5.3.1 – C.5.3.2)	1	Memorandum	TBD Upon Exercise of Option

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2004	Produce Results for the Evaluation System (C.5.3.3 - C.5.3.6)	1	Data file	TBD Upon Exercise of Option
2005	Production of Educator Reporting (C.5.4.1)	1	To be determined in research phase	TBD Upon Exercise of Option
2006	Production of Public Documentation (Technical Report) – (C.5.5.3)	1	Many formats will be accepted	TBD Upon Exercise of Option

**OPTION YEAR 3:**

<b>CLIN Number</b>	<b>Deliverables for Option Year 3</b>	<b>QTY</b>	<b>Format/Type of Document</b>	<b>Due Date</b>
3001	Data Management and Research: Model Recommendations Memorandum (C.5.1.3)	1	Memorandum	TBD Upon Exercise of Option
3002	Project Management: Work plan, schedule for deliverables & delivery of results (C.5.2)	1	MS Word Document	TBD Upon Exercise of Option
3003	Produce Memorandum for Methodology of Value-Added Results (C.5.3.1 – C.5.3.2)	1	Memorandum	TBD Upon Exercise of Option
3004	Produce Results for the Evaluation System (C.5.3.3 - C.5.3.6)	1	Data file	TBD Upon Exercise of Option
3005	Production of Educator Reporting (C.5.4.1)	1	To be determined in research phase	TBD Upon Exercise of Option
3006	Production of Public Documentation (Technical Report) – (C.5.5.3)	1	Many formats will be accepted	TBD Upon Exercise of Option

**OPTION YEAR 4:**

<b>CLIN Number</b>	<b>Deliverables for Option Year 4</b>	<b>QTY</b>	<b>Format/Type of Document</b>	<b>Due Date</b>
4001	Data Management and Research: Model Recommendations Memorandum (C.5.1.3)	1	Memorandum	TBD Upon Exercise of Option
4002	Project Management: Work plan, schedule for deliverables & delivery of results (C.5.2)	1	MS Word Document	TBD Upon Exercise of Option
4003	Produce Memorandum for Methodology of Value-Added Results (C.5.3.1 – C.5.3.2)	1	Memorandum	TBD Upon Exercise of Option
4004	Produce Results for the Evaluation System (C.5.3.3 - C.5.3.6)	1	Data file	TBD Upon Exercise of Option
4005	Production of Educator Reporting (C.5.4.1)	1	To be determined in research phase	TBD Upon Exercise of Option

4006	Production of Public Documentation (Technical Report) – (C.5.5.3)	1	Many formats will be accepted	TBD Upon Exercise of Option
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- F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

- G.1.1** The District will make payments to the Contractor per the documentation of completed & acceptable deliverables, 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 [dcps.invoices@dc.gov](mailto:dcps.invoices@dc.gov) 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 Accounts Payable  
1200 First Street NE, 11th floor  
Washington, D.C. 20002  
Phone: (202)442-5300

- 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, contract line item (Section B), include reference to the section in the requirements Section (C) or corresponding deliverable (Section F.3) which corresponds to the services performed, 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;



- G225** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G226** Name, title, phone number of person preparing the invoice;
- G227** 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
- G228** Authorized signature.

### **G3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

- G31** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G32** 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.

- G4 PAYMENT** – Payment will be made on a monthly basis in accordance with Sections B & G.2.

### **G5 ASSIGNMENT OF CONTRACT PAYMENTS**

- G51** 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.
- G52** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G53** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee).”

### **G6 THE QUICK PAYMENT CLAUSE**

#### **G6.1 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 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

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

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

- 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 District of Columbia Public Schools  
Office of Contracts and  
Acquisitions 1200 First Street NE,  
9th Floor Washington, DC 20002  
Telephone: 202-442-5112 Fax: 202-442-5634  
Email address: [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.

**G92** The address and telephone number of the CA is:

Matthew Holzgrafe  
Manager, IMPACT Operations Office  
of Instructional Practice  
[Matthew.holzgrafe@dc.gov](mailto:Matthew.holzgrafe@dc.gov) Phone:  
(202) 719-6553

**G93** 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.

**G94** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## G.10 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 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

## **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.

### **H2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2015-4281, dated 4/25/2016 issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with 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.

### **H3 PREGNANT WORKERS FAIRNESS**

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

**H.3.2** The Contractor shall not:

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

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

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

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

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

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

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

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

(a) New employees at the commencement of employment;

(b) Existing employees; and

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

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

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

#### **H4 UNEMPLOYED ANTI-DISCRIMINATION**

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

**H.4.2** The Contractor shall not:

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

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

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

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

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

**H5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

**H.6 RESERVED**

**H.7 RESERVED**

**H.8 RESERVED**

## **H.9 SUBCONTRACTING REQUIREMENTS**

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

**H.9.1.1** Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

**H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

**H.9.1.3** A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

**H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**H.9.1.5** A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

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



**H.9.1.7** A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

## **H.9.2 Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

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

## **H.9.3 Copies of Subcontracts**

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

## **H.9.4 Subcontracting Plan Compliance Reporting**

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

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

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

## **H.9.5 Annual Meetings**

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

**H.9.6 Notices**

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

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

- H.9.7.1** A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- H.9.7.2** A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- H.9.7.3** If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default**.

**H.10 FAIR CRIMINAL RECORD SCREENING**

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:
- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
  - (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

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

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

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

## **H.11 DISTRICT (DCPS) RESPONSIBILITIES**

H.11.1 DCPS will convene a post-award conference and a project management planning session upon award of the contract.

H.11.2 The DCPS Contract Administrator will engage the contractor and provide the applicable documents for the multiples stages of design and development relating to this project and establish the timelines for transmittal of the documents (See Sections B & F.3).

## **H.12 CONTRACTOR RESPONSIBILITIES**

**H.12.1** The contractor shall adhere to all of the terms and conditions set forth in section C.5.

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

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

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

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

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

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

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

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

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

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

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any

other state or territory of the United States, or for any of the felony offenses described in section H.

- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

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

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

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

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

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

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

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

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

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

H.13.15 An employee or unsupervised volunteer may be subject to administrative action including, but

not limited to, reassignment or termination at the discretion of the Contract Administrator after his or her assessment of a criminal background or traffic record check.

- H.13.16 The Contract Administrator 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 Contract Administrator shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- H.13.17 If any application is denied because the Contract Administrator determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.13.18 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 July 2010 (“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**

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

#### **A. Definitions**

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.
2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

#### **B. Title to Project Deliverables**

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

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.
2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights.

Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

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

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

**D. Subcontractor Rights**

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

**E. Source Code Escrow**

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

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

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

**F. Indemnification and Limitation of Liability**



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

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

- A. **GENERAL REQUIREMENTS.** The Contractor 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 page 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 and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000.00 per occurrence for each wrongful act and \$1,000,000.00 annual aggregate.

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:

H.

Glorious Bazemore, Chief Procurement  
Officer District of Columbia Public Schools  
Office of Contracts and  
Acquisitions 1200 First Street NE,  
9th Floor Washington, DC 20002

I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

#### **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. ORDER OF PRECEDENCE**

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

- (1) An applicable Court Order, if any
- (2) 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 DISPUTES**

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

##### **B. 14. Disputes**

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

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

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

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

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

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

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

- (i) Provide a description of the claim or dispute;
- (ii) Refer to the pertinent contract terms;
- (iii) State the factual areas of agreement and disagreement;
- (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (vi) Indicate that the written document is the CO's final decision; and
- (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

(6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the

part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

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

(1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.

(2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:

- (i) Provide a description of the claim or dispute;
- (ii) Refer to the pertinent contract terms;
- (iii) State the factual areas of agreement and disagreement;
- (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (vi) Indicate that the written document is the CO's final decision; and
- (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

(4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

(5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.

(6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
  
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

**I.12 COST AND PRICING DATA**

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

**SECTION J: ATTACHMENTS**

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

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.2</b>	U.S. Department of Labor Wage Determination Wage Determination No. 2015-4281, dated 4/25/2016
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	Bidder/Offeror Certification
<b>J.9</b>	Subcontracting Plan

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

Bidder/Offeror Certification Form available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on "Required Solicitation Documents"

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

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

#### **L.1.1 Most Advantageous to the District**

The District intends 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, price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.1.2 SELECTION OF NEGOTIATION PROCESS**

In accordance with 27 DCMR § 1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of 27 DCMR § 1632.1. If the CO elects to proceed with negotiations under subsection (c) of 27 DCMR § 1632.1, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

**L.2.1** This solicitation will not be conducted electronically using the District's Ariba E-Sourcing system. All offerors must submit one original and four hard copies in addition submit the electronic copy available on a disc or USB flash (thumb) drive of the proposal to DCPS 1200 First St. NE 9<sup>th</sup> Floor, Washington, DC 20002 by Friday, March 3, 2017 at 2:00 PM EST.

**L.2.2** All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

**L.2.3** Each page shall have margins of at least 1" on the top, bottom, and each side of the page. Header/footer information (which does not include any information to be evaluated) may be included in the 1" margin space. The font (typewritten or printed letters) shall be 12-point Calibra (with the exception of pre-printed product specific information). Each page should have a page number throughout all proposal documents submitted by the Offeror. No page reduction is permitted except for organization charts or other graphic illustrations. In those instances where reduction is allowable, Offeror shall ensure that the print is easily readable; no less than 8-point font on graphs and 10-point font on tables. Offeror's proposals shall not exceed the page or size limitations set forth above. All page limits referenced below do not include tables, graphs, and appendices.



Please prepare proposal no more than 15 pages long and submit a detailed price proposal to include the labor categories, estimated number of hours you propose for each category, fixed loaded rates for each category and other direct costs (material, travel, etc.) submitted by a detailed price breakdown which correspond with the CLIN information in Section B and included a total proposed price.

- L.2.4** The Offeror shall label each attachment, i.e., “Technical Proposal”, “Price Proposal.”
- L.2.5** 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 and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to fully meet the requirements in Section C.
- L.2.6** Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.
- L.2.7** The District will reject any offer that fails to include a subcontracting plan that is required by law.
- L.2.8 Technical Proposal Documentation** – The Offeror shall provide the following documentation for the Technical Proposal.

**L.2.8.1 Factor 1- Data Management & Research Expertise (Section C.5.1)**

**L.2.8.1A. Subfactor 1a. – Data System Management (Section C.5.1):**

The Offeror shall provide documentation that includes resumes of staff/personnel which have experience of at least 5 years as a project manager with project management team members that focus on data management and value-added research.

- i. Resumes should include years of experience, summary relevant experience, education, professional registrations, certifications and awards / industry recognition.
- ii. Each resume shall contain at a minimum: name and position, educational background (including academic degrees and year conferred), technical training (including program year completions), experience with value-added research, years of applicable experience, history of applicable employment experience, technical qualifications relevant to the requirements, and history of other experience including professional accomplishment that the offeror may wish to present to demonstrate the qualifications of the proposed candidate.
- iii. Offeror shall provide documentation of their background of relevant business experience which focuses on similar projects including value-added research with this proposal.
- iv. An Offeror background relevant business experience which focuses on similar projects in value-added research. Additionally, offeror should provide a plan or documentation of an internal procedure on the handling of sensitive data and confidential information. The Offeror shall provide documentation of an overview of the company detailing the total

number and discipline breakdown of professional staff, their professional credentials (i.e. PMP, etc.) and the history of the company.

**L.2.8.1B. Subfactor 1b. Historical VAM Research and Model Recommendations (Section C.5.1.2):**

The Offeror shall provide documentation or reports which are of comparable research relating to value-added and/or student achievement metrics. Offeror shall include where in the resume information the project team members have completed research which included successful model recommendations for a value added system with at least three (3) years of experience.

- i. The offeror shall submit a list of at least three (3) comparable work/client references, preferably including one other government agency, for which the company has conducted same or similar services to include:
  - Company Name (contact name, address, email, & phone number), contract dollar value including when contract start & ended, brief description of services provided, number of assigned staff (key personnel).

**L.2.8.2 Factor 2 – Project Management Expertise (Section C.5.2)**

**L.2.8.2A. Subfactor 2a –Personnel (Section C.5.2.1):**

Offeror shall ensure that the submission of resume information includes evidence that staff/personnel can provide the services needed to deal with large or major value-added system.

**L.2.8.2B. Subfactor 2b - Schedule Management (Section C.5.2.2):**

Offeror shall provide documentation previous project plans, including milestones, for similar projects that deal with value-added research and assessed for numerical results. Offeror's evidence should include a project plan that considered variable changes in time and procedure while working to complete the results or final report of results.

**L.2.8.3 Factor 3: Results for the Evaluating System (Section C.5.3)**

**L.2.8.3A. Subfactor 3a – Determining VAM Methodology (Section C.5.3.2):**

Offeror shall provide evidence their capacity to customize a technical design of the value-added research procedures which focus on high quality data and well researched findings that produce solid results. Specifically the Offeror's evidence should include their capacity to be flexible (for example modifications that could be made to existing code) and a proven track record.

**L.2.8.3B. Subfactor 3b – Delivery of Final VAM Scores for Teachers (Section C.5.3.3):**

Offeror shall include condensed delivery schedule (i.e. 4-6 months) for the production of final VAM scores.

**L.2.8.3C. Subfactor 3c – Delivery of Supporting Documentation & Translation Table (Section C.5.3.6):**

Offeror shall provide documentation that supports a clear understanding of value-added metrics and the interpretation of a teacher's scores or an outline and summary of recommended supporting examples for staff in response to VAM scores and the interpretation of results.

**L.2.8.3D. Subfactor 3d – Quality Assurance Checks (Section C.5.3.4):**

Offeror shall ensure that the quality assurance plan includes procedures for an accurate production of VAM scores.

**L.2.8.3E. Subfactor 3e – VAM Data Reporting (Section C.5.4.1):**

Offeror shall provide a template for a personalized educator-facing data report document or a plan to produce this document.

**L.2.8.5 Factor 4- Documentation (Section C.5.5)****L.2.8.5A. Subfactor 4a – Production of Training and Resources (Section C.5.5.1):**

Offeror shall provide evidence of training literature or materials for all levels of staff specific to customized VAM metric interpretation information and results.

**L.2.8.5B. Subfactor 4b – Production of Technical Report (Section C.5.5.2):**

Offeror shall provide examples of annual technical reports or detailed summaries of the production of VAM results.

**L.2.9 Price Proposal Documentation****L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC**

In addition to the proposal submission requirements in Section L.2 above, the Offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the Offeror's proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) 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 Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

**L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS****L.4.1 Proposal Submission**

**L.4.1.1** Proposals must be submitted to DCPS later than the Friday, March 3, 2017 by 2:00 PM EST as indication in Section L.2. The system will not allow late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time.

**L.4.1.2** Only hard copies of the proposals will be accepted or considered for award.

**L.4.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal via the email at any time before the closing date and time for receipt of proposals.

**L.4.3 Late Proposals**

DCPS will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

**L.4.4 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.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall be prepared to submit the questions electronically via the email to [Shaunte.Chacon@dc.gov](mailto:Shaunte.Chacon@dc.gov) and [Glorious.Bazemore@dc.gov](mailto:Glorious.Bazemore@dc.gov) no later than Wednesday, February 22, 2017 by 12:00 PM EST as indicated in Section L.19 of this solicitation. All proposals must be submitted to the District no later than 10 days before the date set for submission of proposals. The District may not consider any questions received less than 10 days before the date set for submission of proposals. The District will furnish responses via email to all Offerors who submitted proposals. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

**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 pricing for the option year(s).

**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 ten (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, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

**L.9 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 be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

**L.10 RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

**L.11 PROPOSAL COSTS**

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

**L.12 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Glorious Bazemore, Chief Procurement Officer  
District of Columbia Public Schools  
Office of Contracts and Acquisitions  
1200 First Street NE, 9th Floor  
Washington, DC 20002

**L.13 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation electronically via e-mail to [Shaunte.Chacon@dc.gov](mailto:Shaunte.Chacon@dc.gov) and [Glorious.Bazemore@dc.gov](mailto:Glorious.Bazemore@dc.gov). The District must receive the



the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

#### **L.14 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted under 27 DCMR § 1632.1(c), all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked offeror, or negotiate with the highest ranked offeror in accordance with 27 DCMR § 1634.

#### **L.15 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.15.1** Name, address, telephone number and federal tax identification number of offeror;

**L.15.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. 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.15.3** 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.16 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 will 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.17 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 with its proposal.

**L.17.1** To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract (submission with proposal of record of unaudited financial records of business transactions or exhibit of cash flow, bank statements, and letter of credit from banking institution);
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;

- (c) Has a satisfactory performance record (submission with proposal at least three (3) letters of reference and/or performance evaluation from existing commercial or government contracts with relevant services based on this solicitations requirements);
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

**L.17.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

## **L.18 SPECIAL STANDARDS OF RESPONSIBILITY**

### **L.19 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at 12:00 PM on Tuesday, February 21, 2017 at 1200 First Street on the 9<sup>th</sup> Floor in Conference Room 907, Northeast, Washington, DC. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal 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-proposal conference if they are available and are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing via email to [Shaunte.Chacon@dc.gov](mailto:Shaunte.Chacon@dc.gov) and



[Glorious.Bazemore@dc.gov](mailto:Glorious.Bazemore@dc.gov) following the close of the pre-proposal conference but no Wednesday, February 22, 2017 by 12:00 PM EST in order to generate an official answer. The District will furnish responses via email to all prospective offerors no later than Thursday, February 23, 2017 by 5:00 PM EST. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

**L.20 KEY PERSONNEL**

**L.19.1** The District considers the following positions to be key personnel for this contract: Project Manager, Researcher, Programmer, and others as necessary.

**L.19.2** The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

**SECTION M - EVALUATION FACTORS**

**M1 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.

**M2 TECHNICAL RATING**

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

<b>Numeric Rating</b>	<b>Adjective</b>	<b>Description</b>
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.

**M3 EVALUATION CRITERIA**

The criteria in M.3.1 will be evaluated based off of evidence of similar work from other similiar urban school districts. Please provide documentation as evidence. Proposals will be evaluated based on the following evaluation factors in the manner described below:

**M.3.1 TECHNICAL CRITERIA (70 Points Maximum)**

<b>Factor 1: Data Management &amp; Research Expertise</b>	10
<b>Subfactor 1a: Data System Management</b> —See additional information in section C.5.1.1 <ul style="list-style-type: none"> <li>• Evaluated based on:                         <ul style="list-style-type: none"> <li>○ Resumes demonstrate experience of Project Manager and Project Team Members with Data Management and Value-Added Research including but not limited to advanced degrees/courses of study related to subject matter, experience with similar projects of this scope and scale for at least 5 years.</li> <li>○ Depth of Offeror’s background and qualification for value-added research, research qualifications and market presence.</li> <li>○ Quality assurance plan for Data Management that includes schedule details on data transferring and cleaning.</li> </ul> </li> </ul>	5

<p><b>Subfactor 1b: Historical VAM Research and Model Recommendations</b>—The contractor should undertake the research as shown in section C.5.1.2 and C.5.1.3.</p> <ul style="list-style-type: none"> <li>• Evaluated Based on: <ul style="list-style-type: none"> <li>○ List of References of comparable research completed by Offeror for district or comparable government agencies. Projects should include value-added research and implementation.</li> <li>○ Years of experience of Project Team Members with VAM research and Model recommendations. Ideally, team members will have an extensive record of research around value-added.</li> </ul> </li> </ul>	5
<b>Factor 2: Project Management Expertise</b>	15
<p><b>Subfactor 2a: Personnel</b>—See Section C.5.2.1.</p> <ul style="list-style-type: none"> <li>• Evaluated based on: <ul style="list-style-type: none"> <li>○ Experience of Project Manager and Project Team Members with program management of large scale comparable projects. Project Manager should have over 5 years of aligned experience.</li> </ul> </li> </ul>	10
<p><b>Subfactor 2b: Schedule Management</b>—See section C.5.2.2.</p> <ul style="list-style-type: none"> <li>• Evaluated based on: <ul style="list-style-type: none"> <li>○ Project Plan that includes milestones and all aspects of a similar project. Also allows for modifications based on changes to timeline and additional information.</li> <li>○ Quality of plan for project. i.e, realistic technical and non-technical milestones,</li> </ul> </li> </ul>	5
<b>Factor 3: Results for the Evaluation System</b>	30
<p><b>Subfactor 3a: Determining VAM Methodology</b>—See section C.5.3.2</p> <ul style="list-style-type: none"> <li>• Evaluated based on: <ul style="list-style-type: none"> <li>○ Documentation that details the scope and technical aspects of the offeror’s proposed methodology for staff value-added. The methodology quality, flexibility of methodology and alignment with DCPS priorities will be used.</li> <li>○ Evidence of modification made to VAM methodology or research into proposed modifications.</li> </ul> </li> </ul>	10
<p><b>Subfactor 3b: Delivery of Final VAM scores for teachers</b>—See Section C.5.3.3</p> <ul style="list-style-type: none"> <li>• Evaluated based on: <ul style="list-style-type: none"> <li>○ Sample Delivery plan and timeline of final VAM scores. The score will be based on the quality, level of detail and feasibility of this type of plan.</li> </ul> </li> </ul>	5
<p><b>Subfactor 3c: Delivery of Supporting Documentation and Translation Table</b>—See Section C.5.3.5 &amp; C.5.3.6</p> <ul style="list-style-type: none"> <li>• Evaluated based on: <ul style="list-style-type: none"> <li>○ Example of supporting documents; this will be evaluated based on quality and comprehensiveness.</li> <li>○ Example translation tables and methodology that could be used for teachers. They should be teacher friendly and include explanations.</li> </ul> </li> </ul>	5

<p><b>Subfactor 3d: Quality Assurance Checks</b>—See Section C.5.3.4</p> <ul style="list-style-type: none"> <li>• Evaluated based on:             <ul style="list-style-type: none"> <li>○ Quality assurance plan that details all steps to ensure the accuracy of final VAM scores.</li> </ul> </li> </ul>	5
<p><b>Subfactor 3e: VAM Data Reporting:</b> See Section C.5.4.1</p> <ul style="list-style-type: none"> <li>• Evaluated based on:             <ul style="list-style-type: none"> <li>○ Example of educator-facing data reporting document. Should explain the value-added process and the score calculation.</li> </ul> </li> </ul>	5
<p><b>Factor 4: Documentation</b></p>	<b>15</b>
<p><b>Subfactor 4a: Production of Training and Resources:</b> See Section C.5.5.1</p> <ul style="list-style-type: none"> <li>• Evaluated based on:             <ul style="list-style-type: none"> <li>○ Example of training materials around VAM. Should address VAM calculations and interpretations.</li> </ul> </li> </ul>	10
<p><b>Subfactor 4b: Production of Technical Report:</b> See Section C.5.5.2</p> <ul style="list-style-type: none"> <li>• Evaluated based on:             <ul style="list-style-type: none"> <li>○ Excerpts of sample technical reports that address methodology and process for VAM development.</li> </ul> </li> </ul>	5

**M.3.2 PRICE CRITERION (30 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:

$$\begin{array}{l} \text{Lowest price proposal} \\ \text{-----} \end{array} \times \text{weight} = \text{Evaluated price} \\ \text{score Price of proposal being evaluated}$$

**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.

**M4 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.

**M5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise

Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

### **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 contractor 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 contractor 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 20001

**M.5.4.3** All contractors 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.

### **M.6.3**

Technical approach – The Offeror's technical approach shall demonstrate a thorough understanding of the Statement of Work (SOW) or Section C. Simple statements of compliance or reiteration (i.e. "understood", "will comply") without the detailed description of how compliance will be met will not be considered sufficient evidence that the Offeror's Technical Approach meets this requirement. The Offeror's approach shall: 1) demonstrate an understanding of what is required; 2) a sound, practical, and feasible methods to accomplish the requirements and types of information technology required in the SOW; and 3) identifies acceptable methods for ensuring the quality of deliverables.

In addition, the technical proposal will be evaluated for how well it addresses all the elements of the Statement of Work (SOW) or information found in Section C of this solicitation. Consideration will be given to the degree to which the technical proposal reflects the offeror's demonstrated knowledge of products and how it can be utilized to best meet the requirements. Offers will be evaluated for technical quality and capability by individual performance area or subfactors identified below. The District seeks the best solution for each individual performance area.