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|--|--|--|---|--|--|---------------------------------|
| SOLICITATION, OFFER, AND AWARD | | | 1. Caption Instructional and Parental Involvement Services | | Page of Pages 1 74 | |
| | | | 2. Contract Number | 3. Solicitation Number GAGA-2015-R-0025 | 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"/> Human Care Agreements <input type="checkbox"/> Emergency | 5. Date Issued 3/17/2015 |
| 7. Issued By: Office of Contracting and Procurement 1200 First Street, NE 11th Floor - Suite 1135 Washington, DC 20002 | | | 8. Address Offer to: District of Columbia Public Schools Office of Contracts and Acquisitions 1200 First Street, NE, Room 1135 Washington, DC 20002 | | | |

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

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 1200 First Street, NE Suite 1135, Wash., DC 20002 until 3:00 PM local time 1-Apr-15 (Hour) (Date)

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

| | | | | | |
|-----------------------------|----------------------|--------------------|----------------------|-------|---------------------------------------|
| 10. For Information Contact | A. Name Joan Aird | B. Telephone | | | C. E-mail Address joan.aird@dc.gov |
| | | (Area Code) 202 | (Number) 535-1324 | (Ext) | |

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OFFER

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

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

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

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

AWARD (TO BE COMPLETED BY GOVERNMENT)

| | | |
|-----------------------------------|------------|----------------------------------|
| 19. Accepted as to Items Numbered | 20. Amount | 21. Accounting and Appropriation |
| | | |

| | | |
|---|---|----------------|
| 22. Name of Contracting Officer (Type or Print) | 23. Signature of Contracting Officer (District of Columbia) | 24. Award Date |
| | | |

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

B.1 The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the Office of Federal Programs and Grants (OFPG) is seeking two contractors (one for each task) who shall work together to deliver: (1) instructional services, and (2) parental involvement services to at-risk students and families.

i. Task I – Instructional Services

One awarded Contractor shall provide instructional programs to DC resident students in grades K through 12, and neighboring Maryland and Virginia Schools, where students have been identified as deficient in math or reading. The Contractor must work alongside school administrator’s teachers and parents; to infuse at-risk students academic growth and progress

ii. Task II – Parental Involvement Services

One awarded contractor shall provide an array of services to parents of DC resident, at-risk students in grades K-12, and neighboring Maryland and Virginia schools. The contractor must work alongside the instructional services vendor and school administrators to provide parent activities or events that equip parents with the necessary tools to support their child’s academic learning and growth.

B.2 The District contemplates award of a Firm-Fixed Price Cost Reimbursement contract with a base year and four (4) option years.

B.3 The Contractor must complete the Price Schedule in B.4 for services for approximately 500 students and their parents for the base period and four option years as outlined in Section C.

B.3 PRICE SCHEDULE – Firm-Fixed Price with a Cost Reimbursement Component

B.3.1 BASE YEAR (July 1, 2015 – June 30, 2016)

| Contract Line Item No. (CLIN) | Item Description Task 1 | Unit | Estimated Quantity (Student) | Total Estimated Price |
|-------------------------------|-------------------------|------|------------------------------|-----------------------|
| 0001 | Instructional Services | Each | 500 | \$ _____ |
| 0002 | Administrative Cost | | | \$ _____ |
| TOTAL | | | | \$ _____ |

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| Contract Line Item No. (CLIN) | Item Description Task 2 | Unit | Estimated Quantity (Student) | Total Estimated Price |
|-------------------------------|-------------------------------|------|------------------------------|-----------------------|
| 0003 | Parental Involvement Services | Each | 500 | \$ _____ |
| 0004 | Administrative Cost | | | \$ _____ |
| TOTAL | | | | \$ _____ |

B.3.2 OPTION YEAR ONE (July 1, 2016 – June 30, 2017)

| Contract Line Item No. (CLIN) | Item Description Task 1 | Unit | Estimated Quantity (Student) | Total Estimated Price |
|-------------------------------|-------------------------|------|------------------------------|-----------------------|
| 1001 | Instructional Services | Each | 500 | \$ _____ |
| 1002 | Administrative Cost | | | \$ _____ |
| TOTAL | | | | \$ _____ |

| Contract Line Item No. (CLIN) | Item Description Task 2 | Unit | Estimated Quantity (Parent) | Total Estimated Price |
|-------------------------------|-------------------------------|------|-----------------------------|-----------------------|
| 1003 | Parental Involvement Services | Each | 500 | \$ _____ |
| 1004 | Administrative Cost | | | \$ _____ |
| TOTAL | | | | \$ _____ |

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B.3.3 OPTION YEAR TWO (July 1, 2017 – June 30, 2018)

| Contract Line Item No. (CLIN) | Item Description Task 1 | Unit | Estimated Quantity (Student) | Total Estimated Price |
|-------------------------------------|----------------------------|------|------------------------------------|-----------------------------|
| 2001 | Instructional Services | Each | 500 | \$ _____ |
| 2002 | Administrative Cost | | | \$ _____ |
| TOTAL | | | | \$ _____ |

| Contract Line Item No. (CLIN) | Item Description Task 2 | Unit | Estimated Quantity (Parent) | Total Estimated Price |
|-------------------------------------|----------------------------------|------|-----------------------------------|-----------------------------|
| 2003 | Parental Involvement Services | Each | 500 | \$ _____ |
| 2004 | Administrative Cost | | | \$ _____ |
| TOTAL | | | | \$ _____ |

B.3.4 OPTION YEAR THREE (July 1, 2018 – June 30, 2019)

| Contract Line Item No. (CLIN) | Item Description Task 1 | Unit | Estimated Quantity (Student) | Total Estimated Price |
|-------------------------------------|----------------------------|------|------------------------------------|-----------------------------|
| 3001 | Instructional Services | Each | 500 | \$ _____ |
| 3002 | Administrative Cost | | | \$ _____ |
| TOTAL | | | | \$ _____ |

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| Contract Line Item No. (CLIN) | Item Description Task 2 | Unit | Estimated Quantity (Parent) | Total Estimated Price |
|-------------------------------|-------------------------------|------|-----------------------------|-----------------------|
| 3003 | Parental Involvement Services | Each | 500 | \$ _____ |
| 3004 | Administrative Cost | | | \$ _____ |
| TOTAL | | | | \$ _____ |

B.3.5 OPTION YEAR FOUR (July 1, 2018 – June 30, 2019)

| Contract Line Item No. (CLIN) | Item Description Task 1 | Unit | Estimated Quantity (Student) | Total Estimated Price |
|-------------------------------|-------------------------|------|------------------------------|-----------------------|
| 4001 | Instructional Services | Each | 500 | \$ _____ |
| 4002 | Administrative Cost | | | \$ _____ |
| TOTAL | | | | \$ _____ |

| Contract Line Item No. (CLIN) | Item Description Task 2 | Unit | Estimated Quantity (Parent) | Total Estimated Price |
|-------------------------------|-------------------------------|------|-----------------------------|-----------------------|
| 4003 | Parental Involvement Services | Each | 500 | \$ _____ |
| 4004 | Administrative Cost | | | \$ _____ |
| TOTAL | | | | \$ _____ |

B.4 Include fixed pricing inclusive of all Direct and Indirect Cost. All must complete the Cost/Price Certification and Data Package J.9 as instructed in section J.

B.5 ESTIMATED QUANTITIES

It is the intent of the District to secure a contract for all of the needs of the designated agencies for items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor(s). Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the RFP reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor(s) of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

- B.6** An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall 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.

~ END OF SECTION ~

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1. SCOPE

The District of Columbia Office of Contracts and Acquisitions, on behalf of The District of Columbia Public Schools (DCPS)/Office of Federal Programs and Grants (OFPG) is seeking two contractors, (one for each task) who shall work together to deliver: (1) instructional services, and (2) parental involvement services to at-risk students and families.

i. Task I – Instructional Services

One awarded Contractor shall provide instructional programs to DC resident students in grades K through 12, and neighboring Maryland and Virginia Schools, where students have been identified as deficient in math or reading. The Contractor must work alongside school administrator's teachers and parents; to infuse at-risk students academic growth and progress

i. Task II – Parental Involvement Services

One awarded contractor shall provide an array of services to parents of DC resident, at-risk students in grades K-12, and neighboring Maryland and Virginia schools. The contractor must work alongside the instructional services vendor and school administrators to provide parent activities or events that equip parents with the necessary tools to support their child's academic learning and growth.

C.1.2 Participating schools vary according to needs, demographics, affiliation, size, parental involvement levels and specialized instructional training; therefore, the successful Contractor is required to submit separate instructional models in the response to this RFP. Instructional models shall be in accordance with the operating standard of the individual private schools. Customized models shall specify curriculum, parental involvement activities and approaches, and address instructional services for each demographic, described in **Section C.4**. The response to this RFP should address models for approximately 500-700 students throughout an entire calendar year (academic year and summer services).

C.1.3 Goal and Purpose - The purpose of procuring these services is to meet the *No Child Left Behind Act's* mandate and drastically reduce the achievement gap. The Title I program should ensure at risk students, in mathematics and reading, conclude the academic year on or above grade level. The program should also engage and enable parents to support an increase in the overall academic achievement of their children, as demonstrated by an increase in their academic scores on standardized tests and classroom assignments. These services will also enable teachers to receive professional development skills, which ultimately ensure parent participation and cooperation with student achievement and teacher retention.

C.2 APPLICABLE DOCUMENTS

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

| Item No. | Document Type | Title | Date |
|----------|--------------------|-------------------------------|------|
| 1 | NCLB Act of 2001 | Sections 1118-1120 | 2001 |
| 2 | IASA of 1994 | Improving Americas School Act | 1994 |
| 3 | Dept. of Education | Title I Resource Tool Kit | 2011 |
| 4 | Dept. of Education | EDGAR – Sections 74 and 76 | 2005 |
| 5 | IDEA of 2004 | Individuals w/ Disabilities | 2004 |

C.3 DEFINITIONS

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

C.3.1 Academic Needs: subject areas in which students are most at risk of failing or areas of the learning continuum which impede students’ progress. These include but are not limited to math and reading skills.

C.3.2 Administrative Costs: costs the Contractor incurs to execute the program, including but not limited to: salaries and the fringe benefits of the Project Manager (PM), assistants, as needed, area supervisors, support staff, office rent and utilities, office equipment and supplies, postage and mailings, telephone, special capital expenses, and professional development for Title I teachers and supervisors who are employees of the Contractor.

For the purpose of this contract, special capital expenses are defined in Section 200.77(f) of the Title I regulations as:

- The purchase and lease of real and personal property (including mobile educational units and neutral sites); and
- Insurance and maintenance costs

C.3.3 Archdiocesan School System: the education plan by which the Archdiocese of Washington, DC (ADW) and Archdiocese of Arlington operates in its schools (**see Section C.4**).

C.3.4 Eligible Students: the students recommended by private school officials/teachers, and ranked, by DCPS for instructional service through the Title I program.

C.3.5 Equitable Services: educational services to students, parents, their families, and their teachers that are fair and equal to services and benefits provided to public school participants.

C.3.6 Independent Private Schools: schools within the District that operate on their own philosophies and are usually self-governed (**see Section C.4**).

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- C.3.7 Instructional Costs:** teacher and instructional aide salaries, including fringe benefits, and instructional materials, including items such as books, DCPS approved computer software for student use, workbooks, and supplies.
- C.3.8 Instructional Funds:** The Title I Instructional funds *shall not* be used to pay administrative costs.
- C.3.9 Instructional Materials:** resources that are used to provide instruction to participants, including items like books, DCPS approved computer software for student use, workbooks, and writing supplies. Instructional materials shall not be subject to depreciation.
- C.3.10 Instructional Strategies:** method of providing instruction.
- C.3.11 Parental Involvement:** parents are expected to have an active role in the educational program and structure of their children's engagement in the classroom
- C.3.12 Parental Involvement Costs:** costs incurred by the Contractor to provide parental involvement activities to parents of private school participants.
- C.3.13 Participating Students:** the students that *actually* receive instructional service through the Title I program.
- C.3.14 Scientifically Based Research:** the use of research methods that prove effective results and can be replicated in similar settings.
- C.3.15 Secular, Neutral, and Non-ideological:** free from any identification to a cause, religion, or organization.

C.4 BACKGROUND

The Local Education Agency (LEA) is mandated to issue educational services which benefit eligible students enrolled in elementary and secondary private schools and are also equitable to the Title I services delivered to public school students. Further, the provisions outlined in §200.64 provide a rubric and measurement for the LEA and SEA to follow.

- C.4.1** In accordance with State (SEA) and Local (LEA) standards, students participating in the Title I program must be assessed annually to measure progress. In measuring progress, students **MUST** show academic gains, which may be set by the LEA and aligned to SEA standards.
- C.4.2** The District of Columbia Public Schools (DCPS) is mandated by the Elementary and Secondary Education Act as amended by the No Child Left Behind (NCLB) Act of 2001 to provide equitable services to the District of Columbia (DC) resident students who attend private schools. Annually, DCPS is required to contact all private schools to determine if the respective private school official wants their eligible students to participate in the NCLB funded programs. This is

documented by a Statement of Participation Form that administrators complete and return to DCPS-OFPG, by the end of each December, for the upcoming school year.

- C.4.3** Administrators may elect to have their children participate in one or more Title programs, but may reverse their decision to participate during the school year. Although DCPS attempts to keep the participating group consistent throughout the school year, administrators change their desires to have their children participate. As a result, schools' participation fluctuates and as that occurs, so does the service population.
- C.4.4** DCPS invited all private schools within the District of Columbia to have their eligible children participate in SY 14-15. The lists in Sections C.4.5, C.4.6 and C.4.7 below identify the schools DCPS currently serve. ***Actual participation depends on the schools' responses and the Contractor's engaging and planning a program of activities for students attending each school.*** Services shall be provided only to students who are eligible under Title I as identified by DCPS-OFPG. Currently, DCPS provides Title I service to three types of private school populations: 1) Archdiocese of Washington (ADW); 2) Independent Schools; and 3) Special Needs Schools. **Further, DCPS-OFPG may be required to provide service to DC resident students attending private schools in Northern Virginia and/or Montgomery County and/or Prince George's County.**

C.4.5 ADW SCHOOLS (Large and Small)

| SCHOOL | TOTAL SCHOOL ENROLLMENT | ESTIMATED TITLE I ELIGIBLE STUDENTS |
|-------------------------|-------------------------|-------------------------------------|
| Annunciation School | 131 | 20 |
| Archbishop Carroll H.S. | 392 | 91 |
| Sacred Heart | 200 | 87 |
| St. Anthony | 230 | 61 |
| St. Augustine | 176 | 72 |
| St. Francis Xavier | 205 | 60 |
| St. Thomas more | 380 | 33 |
| TOTAL | 1714 | 424 |

C.4.6 INDEPENDENT SCHOOLS (Large and Small)

| SCHOOL | TOTAL SCHOOL ENROLLMENT | ESTIMATED TITLE I ELIGIBLE STUDENTS |
|---|-------------------------|-------------------------------------|
| Academy for Ideal Education | 60 | 55 |
| Bishop John T. Walker SF Boys (1) & (2) (Bishop has two campus) | 110 | 35 |
| Calvary Christian Academy | 160 | 73 |
| Don Bosco Cristo Rey | 338 | 36 |
| Dupont Park Adventist | 155 | 100 |
| Gonzaga College High School | 960 | 22 |

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| SCHOOL | TOTAL SCHOOL ENROLLMENT | ESTIMATED TITLE I ELIGIBLE STUDENTS |
|--------------------------------------|-------------------------|-------------------------------------|
| Metropolitan Day School | 64 | 15 |
| Muhammad University of Islam | 63 | 60 |
| Preparatory School of DC | 79 | 43 |
| San Miguel Middle School | 65 | 8 |
| St. Ann School - VA | 245 | 10 |
| St. Charles - VA | 96 | 9 |
| St. Rita School - VA | 261 | 10 |
| Washington M.S. for Girls – The Arc | 60 | 49 |
| Washington M.S. for Girls – The View | 60 | 34 |
| Washington Jesuit Academy | 88 | 33 |
| TOTAL | 2864 | 592 |

C.4.7 SPECIAL NEEDS POPULATION SCHOOLS

| SCHOOL | TOTAL SCHOOL ENROLLMENT | ESTIMATED TITLE I ELIGIBLE STUDENTS |
|---------------------------------|-------------------------|-------------------------------------|
| J.P. Kennedy Institute | 32 | 25 |
| Kingsbury Day School | 196 | 160 |
| National Children's Center - NW | 26 | 26 |
| National Children's Center - SE | 21 | 12 |
| The Monroe School | 25 | 23 |
| TOTAL: | 300 | 246 |

C.5 REQUIREMENTS (General)

The Contractor shall:

- C.5.1** Provide all necessary materials and comply with directives from District of Columbia Public Schools Office of Federal Programs and Grants to support the proposed and awarded program model.
- C.5.2** Meet with DCPS officials within five (5) working days from the contract award date.
- C.5.3** Submit a hierarchical chart to DCPS that includes personnel protocols within (5) working days from the contract award date.
- C.5.4** Meet with school administrators and DCPS within ten (10) working days from the contract award date to discuss program services coordinate instructional space assignment for the estimated enrolled participants and their teachers.
- C.5.5** Submit a service plan for approval by DCPS by August 15th of every year the contract is exercised.

- C.5.6** Demonstrate suitable local space required to effectively execute this contract. Local suitable space refers to the Washington Metropolitan Area.
- C.5.7** Instructional and parental involvement services rendered shall be structured on scientifically based research methods of instruction and parental engagement. These separate, individualized models shall address services to ADW schools, independent privates and special needs population schools (refer to **Section C.4**). This document shall be submitted in a separate attachment showing the contractors scientific model of instruction.
- C.5.8** Provide the CO and CA, each, with a copy of the Government-Owned Property list on November 15th of each school year. The property list shall record government-owned property by each private school and any Contractor's offices. Additions or deletions from the previous year's report shall be noted along with reasons for any deletions. All materials and supplies purchased with Title I funds are the property of DCPS.

C.6 INSTRUCTIONAL SERVICES (TASK I)

C.6.1 General

- C.6.1.1** DCPS will rank and select participants for instruction in reading or math through an identification based on multiple educationally related criteria in accordance with Title I. An initial listing of these rankings will be presented to the Contractor by mid-August, of every year, prior to the program implementation. This instruction time shall be in addition to the participants' regularly scheduled in-class instruction. Student participants shall receive at least 45 minutes of instruction per week in reading and/or math. Further, student participants should not be pulled out of another core academic class to receive Title I instruction, during the day.
- C.6.1.2** Title I instruction should commence at the beginning of the school year (mid-September) and continue to the conclusion of the academic year (early June).
- C.6.1.3** The summer program will begin in late June or early July and conclude late July or early August, or an otherwise scheduled agreement between DCPS, school administrators, and the Contractor. Further, during the academic year and summer months, private school administrators may opt for after school program services, which the Contractor must support.
- C.6.1.4** Technology shall be infused into the curriculum and instructional model. Therefore, the Contractor shall collaborate with private school administrators to ensure internet accessibility and capability exists.

C.6.1.5 These services shall be implemented at the following school divisions:

1. **ADW Large Schools** (a consortium of multiple schools)
2. **ADW Small Schools** (schools who may or may not work within the consortium)
3. **Independent Private Large Schools** (a consortium of multiple schools)
4. **Independent Private Small Schools** (schools who may or may not work within the consortium)
5. **Schools with Special Needs Populations** (schools who may or may not work within the consortium)

C.6.2 The Contractor shall include technology in curriculum and in class instruction.

C.6.3 The Contractor shall provide all equipment for the Title I students and teacher, i.e. laptops, iPad, Title I teacher's computer and printer, software, wireless capability, etc., as well as all IT support for all equipment and connectivity issues.

C.6.4 The Contractor shall supply all work supplies for the Title I teacher including curriculum materials, copy paper, printer, printer ink cartridges, etc. **The school will not be responsible for any of the materials used by the Title I teacher.**

C.6.5 The Contractor shall hire the appropriate number of teachers to instruct eligible participants with a ratio of 1:6.

C.6.6 The Contractor shall hire and inform staff of contract obligation, prior to August 1st of every year (*Administrators must be aware of the Title I teacher assigned to their building prior to August 15th of every year*).

C.6.7 The Contractor shall ensure hired teachers are trained on the *No Child Left Behind Act* and Title I program, during the orientation period.

C.6.8 The Contractor shall submit service plans for approval by DCPS-OFPG. The Service plans shall outline plans for the academic year, as well as the summer months.

C.6.9 The Contractor and teachers shall communicate with private school officials and classroom teachers on a weekly basis via phone call, email, or in-person meeting.

C.6.10 The Contractor shall meet with the school administrators to discuss program services, coordinate instructional space assignment for the estimated enrolled participants, at least two weeks prior to the private school beginning.

C.6.11 The Contractor shall meet with private school administrators and ensure internet capability throughout the building for technological inclusion.

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C.6.12 The Contractor shall ensure teachers are fingerprinted (FBI level) (see **Section H.13**), and complete any additional requirement for the private school, such as child abuse/neglect training, and maintain up to date certifications, by August 1st of every year.

C.6.13 The Contractor shall work alongside private school officials and the parental involvement vendor to understand student needs for parent activities and/or events.

C.6.14 The Contractor shall:

- a) Implement the Title I program governed by this contract (refer to **Section C.2**) in accordance with all applicable Title I statutory and regulatory requirements.
- b) Be aware that the Title I statute may be reauthorized by Congress during the performance period of this contract and that the contract may be modified to ensure that the Title I services, the Contractor implements, are in compliance with any new statute and any regulations issued for the new statute. If significant modifications are required, the Contractor may submit for approval, at an appropriate time, new financial instruction to private school participants.
- c) Create an atmosphere of inclusion and collaboration, which shall include:
 - i. Title I teacher understands all aspects of the Title I program including protocol, ranking, eligibility, subjects that can be taught (Reading and Math), the correct ratio of teacher to student, etc.;
 - ii. Coordinate with and support the education programs in the regular private school classrooms;
 - iii. Design student plans with parents and implement them;
 - iv. Exercise scheduling flexibility in a desire to maintain uniformity; and
 - v. Curriculum model shall be flexible and tailored towards populations served.
- d) The Contractor must employ strong and robust curriculum suitable for each demographic served, as outlined in **Section C.4**.
- e) Provide appropriate professional development activities to the Title I teachers and supervisors employed by the Contractor to ensure they gain the knowledge and skills required to provide quality, meaningful, and appropriate instruction to private school participants.
 - i. Ensure instructors receive professional development above and beyond monthly meetings or in-service dates.
- f) Provide management and administrative functions for effective workforce.
 - i. Recruit, assign, supervise, and provide orientation to teachers and supervisors who meet the State's certification requirements;

- ii. Hire and assign employees, including Title I teachers and supervisors, without regard to their religious affiliations, on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an interfamily offense, or place of residence or business;
 - iii. Maintain a list of qualified substitute teachers to ensure continuity of services in case of extended teachers absence;
 - iv. Establish and identify substitute protocols and communication strategies;
 - v. Provide appropriate professional development activities to the Title I teachers and supervisors so that they have knowledge and skills needed to provide quality, meaningful, and appropriate supplemental instruction to the private school participants; and
 - vi. Obtain permission from the Contracting Officer and the Contract Administrator prior to employees attending national and regional meetings.
- g) Develop and maintain appropriate individual student records that reflect the needs of participants, the programs designed to meet those needs, and their progress toward meeting the student academic achievement standards in the subject areas in which they are receiving instruction.
- i. Contractor shall consider parents in student program designs and include student IEP's, when necessary.
- h) Ensure all Federal and State privacy requirements are met, as outlined in **Section C.2.**

C.7 LIMITATION ON INSTRUCTIONAL ACTIVITIES

- C.7.1** The Contractor shall **not** engage in team teaching or other cooperative instructional activities with private school personnel.
- C.7.2** All Title I services shall be provided by employees of the Contractor, and **not** by personnel or representatives of the private schools. The Contractor's employees shall be supervised by, and accountable to, only the Contractor, and **not** any representative of the private schools.
- C.7.3** The Contractor shall **not** introduce religious matters into its teachings or involve itself in the religious activities of the private schools.
- C.7.4** The Contractor shall **not** pull any student from core academic areas.

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C.7.5 The Contractor shall provide Title I services, materials, and equipment only to private school participants. The Contractor will receive a list of eligible Title I participants from DCPS by August 15th, of every year, for students who can participate in the Title I program.

C.8 TEACHER QUALIFICATIONS/REQUIREMENTS

C.8.1 The Contractor shall hire Title I teachers who are certified and licensed in the core academic subject areas. The awarded Contractor must ensure the curriculum is flexible and adaptable to participating populations.

C.8.2 The Title I teachers shall ensure their instruction supports the students' in-class learning and consistency in the subject matter taught.

C.8.3 Title I teachers shall be expected to provide instruction to multiple groups of students throughout the course of the school day. These groups shall be arranged in groups of six, ***or as necessary and with the approval of DCPS***. Each student shall receive a minimum of 45 minutes of instruction, per week, based on private school officials and student data (test scores, grades, homework scores, and etc.).

C.8.4 All instruction, materials, and equipment used to provide services shall be ***secular, neutral, and non-ideological*** to comply with the federal mandate for the service provision.

C.8.5 In addition to providing instruction, Title I teachers shall be expected to maintain a weekly schedule of communication (***via email, phone, or in-person meetings***) and collaboration with principals, classroom teachers, the awarded parental involvement contractor, parents of the Title I participants, and the Office of Federal Programs and Grants. Communication cannot solely be through emails.

C.8.6 Hired Title I teachers must successfully pass the fingerprinting and background check process through DCPS, by August 1st of every year in accordance with **Section H.13**.

C.9 PARENTAL INVOLVEMENT SERVICES (TASK II)

C.9.1 General

C.9.1.1 Parents who elect to have their children participate in the program are encouraged to become involved in the instruction process. Services include, but are not limited to, guiding parents in ways to help their children with homework, read-along materials, instructional kits, and a compendium of skills for meeting their children's academic needs.

C.9.1.2 The Contractor, and his/her Program Manager, shall work in conjunction with the awarded Instructional Services Contractor, school administrators and principals to design parent activities/events for parents of participating students. These activities shall guide parents in helping their children, provide needed exercises and materials, and establish a regular means of communication with parents.

- C.9.1.3** Parents shall be contacted on a monthly basis, with evidence. Additionally, DCPS, private school administrators, and the Instructional services vendor shall be contacted on a bi-weekly basis to ensure parents understand student deficiencies and the overall goal to impact student achievement.
- C.9.1.4** All activities and materials used to provide services shall be *secular, neutral, and non-ideological* to comply with the federal mandate for the service provision.
- C.9.2** The Contractor shall ensure Parent involvement events and activities are developed with parent input and participation before being implemented.
- C.9.3** The Contractor shall work alongside private school officials and the instructional services vendor to understand student needs for parent activities and/or events.
- C.9.4** The Contractor shall use empirical data to model parent activities for parents of students participating in the Title I program.
- C.9.5** The Contractor shall communicate with DCPS, private school officials and the awarded Instructional services vendor on a bi-weekly basis via phone call, email, or in-person meeting.
- C.9.6** The Contractor shall employ a strong model suitable for attracting parents of students for each demographic served, as outlined in **Section C.4**.
- C.9.7** The Contractor shall provide a catalog of parental involvement activities/events to private school administrators.
- C.9.8** The Contractor shall offer possible dates for parental involvement activities/events to private school administrators.
- C.9.9** The Contractor shall deliver parental involvement activities/events as discussed with the private school official and approved by DCPS.
- C.9.10** The Contractor shall inform DCPS if parents are irresponsive to communication channels, such as phone call, email, or an in-person meeting.
- C.9.11** The Contractor shall ensure the parent activity/event aligns with the private school's objective for students participating in the Title I program.
- C.9.12** The Contractor shall evaluate the content and effectiveness of the parent involvement activities provided to determine their effectiveness in increasing student achievement and identify barriers to greater participation of parents. The Contractor shall use these evaluations to improve the Title I programs for the participants and parents.

C.9.13 The Contractor shall ensure hired personnel are fingerprinted (FBI level) (refer to **Section H.13**) and complete any additional requirement for the private school, such as child abuse/neglect training, by August 1st of every year.

C.9.14 The Contractor shall provide monthly progress reports to parents using multiple vehicles, such as, but not limited to, USPS mail AND email.

C.9.15 The Contractor shall:

- a) Implement the Title I program governed by this contract (refer to **Section C.2**) in accordance with all applicable Title I statutory and regulatory requirements.
- b) Be aware that the Title I statute may be reauthorized by Congress during the performance period of this contract and that the contract may be modified to ensure that the Title I services, the Contractor implements, are in compliance with any new statute and any regulations issued for the new statute. If significant modifications are required, the Contractor may submit for approval, at an appropriate time, new financial instruction to private school participants.

C.10 REPORTS

The Contractor shall meet monthly or as requested with DCPS and prepare reports to keep DCPS abreast of the work in progress. Monthly reports are due on the 15th of every month. Before presenting any training, the Contractor shall submit a plan that DCPS approves for services provided to participating schools and their student populations. The Contractor shall submit monthly summaries of services provided in addition to a mid-year and a final report to the Contract Administrator. The mid-year report will be due on January 15th and the final report will be due on August 15th. Reports specified as "deliverables" in **Section F.3** shall include the following information:

C.10.1 INSTRUCTIONAL SERVICES REPORTS (TASK I)

C.10.1.1 PRE-ASSESSMENTS DATA REPORT

Should include the following: (1) explanation of Stride Academy testing (2) how and when testing took place (3) how many students were tested and in what section/level (4) documentation, graphs and/or charts of each student's testing scores (5) overall scores per schools, and (6) teacher attendance

C.10.1.2 ATTENDANCE DATA REPORT

Should include the following: (1) Students per subject, grade, attendance per day, number of minutes per day, and total number of minutes of services per week (2) Exit strategy: changes in student status in the program, including students leaving and why and students added to the program and why (in accordance with DCPS policies and regulations) (3) Teacher attendance

C.10.1.3 POST ASSESSMENT DATA REPORT

Should include the following: (1) Explanation of Stride Academy testing (2) How and when testing took place (3) How many students were tested and in what section/level (4) Documentation, graphs and/or charts of each student's testing scores (5) Overall scores per schools (6) Teacher attendance

C.10.1.4 MONTHLY REPORTS

Should include the following: (1) Monthly timelines (2) Tasks completed and tasks to be completed (3) Problems encountered and resolutions (4) Number of children served in each of the private schools and total number served (5) Staff vacancies (6) Results of on-site monitoring visits (7) Status of complaints (8) Expenditure Report: to include information on the expenditures for the month and unobligated funds for each school or group (pool funds) served (9) Administrative Expense Report: administrative expenses (10) Sessions calendars: dates, times, students per school

C.10.1.5 EXPENSE REPORT

Should include the following: (1) Instructional dollars expended (2) Professional development activities (3) Title I teacher and classroom teacher communications (4) Educational materials and inventory

C.10.1.5 MID-YEAR REPORT

Analysis and summary of: (1) Complaints (2) Problems encountered and resolutions (3) Current staffing and vacancies (3) Tasks completed and to be completed (4) Attendance report (5) Number of students served per school (6) Expenditures report (7) Expense report (8) Administrative expense report (9) Professional development activities completed by staff member (10) Professional development activities (content and effectiveness) (11) Title I teacher and classroom teacher communications (12) Educational materials and inventory (13) Student progress achievement (14) On site monitoring visits.

C.10.1.6 END OF THE YEAR REPORT

Analysis and summary of: (1) Program services, goals, objectives, activities, and results (2) Program demographics (3) Complaints (4) Problems encountered and resolutions (5) Yearlong staffing (6) Tasks completed and to be completed (7) Attendance report (8) Number of students served per school (9) Expenditures report (10) Expense report (11) Administrative expense report (12) Recommendations by provider for the upcoming school year (13) Professional development activities (content and effectiveness)(14) Title I teacher and classroom teacher communications (15) Title I teacher performance, monitoring, and ratings (16) Educational material and inventory (17) Educational space (18) Results of annual student progress in regular classrooms (19) Results of student pre, mid, and post testing (20) Results of annual achievement and alternative assessments from Title I teachers (21) Date of delivered "data"* books to private school administrators. **data books reflect each participating students progress for the academic year by school*

C.10.2 PARENTAL INVOLVEMENT SERVICES REPORTS (TASK II)

C.10.2.1 MONTHLY REPORTS should include the following:

(1) Monthly timelines (2) Tasks completed and tasks to be completed (3) Problems encountered and resolutions (4) Number of children served in each of the private schools and total number served (5) Staff vacancies (6) Results of on-site monitoring visits (7) Status of complaints (8) Expenditure Report: to include information on the expenditures for the month and unobligated funds for each school or group (pool funds) served (9) Administrative Expense Report: administrative expenses (10) Sessions calendars: dates, times, students per school

C.10.2.2 EXPENSE REPORT

Should include the following: (1) Parental Involvement dollar expended (2) Parental involvement activities (3) On site communication and correspondence visits (i.e. contact lists and how communication occurred)

C.10.2.2 MID-YEAR REPORT

Analysis and summary of: (1) Complaints (2) Problems encountered and resolutions (3) Current staffing and vacancies (3) Tasks completed and to be completed (4) Attendance report (5) Number of students served per school (6) Expenditures report (7) Expense report (8) Administrative expense report (9) Professional development activities completed by staff member (10) Parental involvement activities (content and effectiveness) (11) On site communication and correspondence visits (i.e. contact lists and how communication occurred)

C.10.2.3 END OF THE YEAR REPORT

Analysis and summary of: (1) Program services, goals, objectives, activities, and results (2) Program demographics (3) Complaints (4) Problems encountered and resolutions (5) Yearlong staffing (6) Tasks completed and to be completed (7) Attendance report (8) Number of students served per school (9) Expenditures report (10) Expense report (11) Administrative expense report (12) Recommendations by provider for the upcoming school year (13) Parental involvement activities (content and effectiveness) (14) On site communication and correspondence visits (i.e. contact lists and how communication occurred)

C.11 PERFORMANCE MEASURES

C.11.1 Instructional Services (Task I)

| Performance Requirement | Performance Standard | Acceptable Quality Level | Surveillance Method and Frequency | Incentives/ Disincentives* |
|---|--|--|---|---|
| A demonstrated record of effectiveness in improving student academic achievement for each population outlined C.4.1 | Acceptable evidence includes documentation of improvement in student academic achievement such as successful and sustained remediation of reading or math difficulties, and/or evidence of positive impact on additional outcomes (school grades, standardized test results, etc.) | The monthly, mid-year and end of the year reports should be electronically written, address all the required components, and demonstrate improvement in participants' acquisition of skills by 75-80% (by the end of the year) | OFPG will conduct as least two (2) site visits during the course of the program. Additionally, OFPG will evaluate the program for effectiveness through required data collection instruments to be completed by the Contractor and all participants | May result in exercising the next option year; and/or DCPS will be willing to recommend the contractor to other jurisdictions |
| Evidence that services are consistent with the instructional program of the LEA and state academic standards C.4.1, C.4.2 | Acceptable evidence includes alignment of Contractor's curriculum with the District of Columbia content standards and state assessments | Supporting documentation and evidence in the proposal. 80% compliance. | OFPG will conduct as least two (2) site visits during the course of the program and meet monthly, or otherwise determined with the Contractor, for service updates | *May result in DCPS not exercising future option year(s) |
| Discuss and show evidence of communication to notify private school officials of timely information, such as substitute teachers C.6.9 – C.6.11 | Acceptable evidence will include program and instructional models, methods of scheduling, flexibility, communication strategies, and teacher certifications. Professional development opportunities should also be provided. | Supporting documentation and evidence in the proposal | OFPG will conduct as least two (2) site visits during the course of the program. Additionally, OFPG will evaluate the program for effectiveness through required data collection instruments to be completed by the Contractor and all participants | DCPS will be willing to recommend the contractor to other jurisdictions |

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| | | | | |
|---|--|---|---|---|
| Provide evidence of collaborating and implementing (<i>parental involvement service</i>), or instructional service using a pull-out model C.6.13(d) | Acceptable evidence will include program and instructional models, methods of scheduling, flexibility, and outcomes. Intervention strategies and supporting data should be included. | Supporting documentation and evidence in the proposal showing parent engagement (80%) or student participation (85%) in the program | OFPG will conduct as least two (2) site visits during the course of the program. Additionally, OFPG will evaluate the program for effectiveness through required data collection instruments to be completed by the Contractor and all participants | DCPS will be willing to recommend the contractor to other jurisdictions |
|---|--|---|---|---|

C.11.2 Parental Involvement Services (Task II)

| Performance Requirement | Performance Standard | Acceptable Quality Level | Surveillance Method and Frequency | Incentives/Disincentives* |
|---|--|---|---|---|
| Provide evidence of collaborating and implementing (<i>parental involvement service</i>), or instructional service using a pull-out model C.6.13(d) | Acceptable evidence will include program and instructional models, methods of scheduling, flexibility, and outcomes. Intervention strategies and supporting data should be included. | Supporting documentation and evidence in the proposal showing parent engagement (80%) or student participation (85%) in the program | OFPG will conduct as least two (2) site visits during the course of the program. Additionally, OFPG will evaluate the program for effectiveness through required data collection instruments to be completed by the Contractor and all participants | DCPS will be willing to recommend the contractor to other jurisdictions |
| Discuss and show evidence of communication and parent involvement events and student programs C.9.3 | Acceptable evidence includes 3-4 parent involvement programs and references of at least three parents. | Supporting documentation and evidence in the proposal reflecting 80% of the population | OFPG will conduct at least one (1) site visit during the course of the program | May result in exercising the next option year |
| Evidence of communication method and frequency to meet with parents and school administrators/classroom teachers. C.9.3, C.6 | Acceptable evidence will include a model for the entire calendar year, to include summer services. Graphs should be incorporated to reflect parent outreach and instructional programs for students. | Supporting documentation and evidence in the proposal at least two times per month | OFPG will conduct as least two (2) site visits during the course of the program and meet monthly, or otherwise determined with the Contractor, for service updates | DCPS will be willing to recommend the contractor to other jurisdictions |

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- C.12** Pursuant to D.C. Code §4-1501.03, the Contractor shall be responsible for ensuring that all personnel have background checks, including fingerprinting, prior to their service delivery to DCPS students. This process must be completed by DCPS Human Resources Fingerprinting Division. Criminal inquiries, in accordance with Title 5 of the District of Columbia Municipal Regulations (DCMR), Sections 1001.8 through 1001.11, dated December 2002, are required of every District of Columbia Public Schools employee and by policy of every other individual providing a service in any DCPS school or to any DCPS student. Background checks shall include fingerprinting (refer to **Section H.13**).
- C.12.1** The Contractor shall ensure that all proposed staff who will be directly working with DCPS students are fingerprinted prior to entering a school building or interacting with students. To ensure the continuity of service delivery, the Contractor shall ensure that their staff have been fingerprinted and cleared to work in DCPS (refer to **Section H.13**). The Contract shall ensure teachers complete any additional requirement for the private school, such as child abuse/neglect training, and maintain up to date certifications, by August 1st of every year.
- C.12.2** The Contractor shall ensure all of its employees, contractors, volunteers and other personnel providing services under this contract (Contractor Personnel) submit to any background check required by DCPS (refer to **Section H.13**), which may include, but is not limited to, a tuberculosis screening and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2011)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011).
- C.12.3** The Contractor shall be responsible for the submission of all appropriate documentation within the required timeframe as required by the DCPS Office of Federal Programs and Grants. The DCPS Contract Administrator (CA) will monitor all Contractor deliverables for timelines and quality. The CA will conduct regular interviews to verify the quality and professionalism of the Contractor's staff, who delivers services and reports substantiated by appropriate documentation.
- C.12.4** The Contractor shall maintain proper and adequate insurance as outlined in **Section I.8 – Insurance** and shall provide proof of such insurance to DCPS prior to providing services at the school. The insurance shall remain in full force throughout the duration of the contract.
- C.12.5** The Contractor shall maintain compliance with all federal and state laws and regulations and will not discriminate on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status or disability. This applies to all educational programs and extra-curricular activities.
- C.13 DISTRICT RESPONSIBILITIES**

DCPS-OFPG will produce a list of all participating schools with contact information, at least two weeks prior to the program beginning.

C.14 CONTRACTOR RESPONSIBILITIES

The Contractor shall ensure the following requirements are met:

- The Project Manager will reach out to school administrators, at least one week prior to the commencement of school opening;
- The Project Manager should have excellent written and oral communication skills, along with teaching or administrative experience;
- Professional development trainings are held for staff members, utilizing certified professional organizations or individuals;
- Sufficient (leased) space is provided for the entire staff, whereby professional development trainings, staff orientations, meetings, and parental involvement activities can take place;
- The leased space must also have appropriate room to store Title I materials;
- The Contractor shall submit monthly invoices for payment.

SECTION D: PACKAGING AND MARKING

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

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this contract shall be governed by clause number **clause number six (6), Inspection of Services** of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a base period from July 1, 2015 thru June 30, 2016.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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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 **five (5) years**.

F.3 DELIVERABLES

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

| CLIN | DELIVERABLE | QUANTITY | FORMAT/METHOD OF DELIVERY | DUE DATE |
|------------------|---|----------|---------------------------|---------------------------------------|
| 0001 | Invoice (s) | 1 | Soft Copy | 15 th of every month |
| C.10.1 | Pre-Assessment Data Report (Task I & II) | 1 | Hard/Soft Copy | November 15 th |
| C.10.1 | Attendance Data Report (Task I) | 3 | Soft Copy | 15 th of Dec/Mar/Jun |
| C.10.5 | Mid-Year Assessment Data Report (Task I&II) | 1 | Hard/Soft Copy | April 15 th |
| C.10.3 | Post Assessment Data Report (Task I) | 1 | Hard/Soft Copy | July 15 th |
| C.10.4 | Monthly Reports (Task I&II) | 3 | Hard/Soft Copy | 15 th of every month |
| C.10.5 | Mid-Year Report (Task I&II) | 1 | Hard/Soft Copy | January 15 th |
| C.10.6 | End of the Year Final Report (Task I&II) | 1 | Hard/Soft Copy | August 15 th |
| C.5.8 | Property List | 1 | Itemized Hard Copy | November 15 th |
| C.5.5 C.6.8 | Service Plan (C.5.5, C.6.8) | 1 | Hard/Soft copy | 1 week before start of school |
| C.6.12 C.9.13 | Child Abuse/Neglect Training (Task I&II) | 1 | | August 1 st /every 2 years |

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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.

~ END OF SECTION ~

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. The District of Columbia Public Schools, Office of the Chief Financial Officer (OCFO) now accepts and process its invoices electronically. The Contractor shall submit their invoice simultaneously to dcps.invoices@dc.gov and the CA identified in G.9 to facilitate payment of the invoice(s).

If you do not have access to submit invoices electronically, the backup method is to prepare invoices in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

District of Columbia Public Schools
Division of Finance, Accounts Payable
1200 First Street NE, Suite 1101
Washington, DC 20002
Telephone: 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, price, quantity and the date(2) that the supplies or services were delivered or performed;

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

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

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

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

G.2.2.8 Authorized signature.

G.2.3 The Contractor shall ensure administrative costs are invoiced separately and have appropriate supporting documentation aligned to the invoice.

G.2.4 The Contractor must ensure instructional costs are invoiced separately and have appropriate supporting documentation aligned to the invoice.

G.2.5 The Contractor must ensure parental involvement costs are invoiced separately and have appropriate supporting documentation aligned to the invoice.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 PAYMENT

Payment will be based on the Price Schedule and Deliverables.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

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

G.6.2 Payments to Subcontractors

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

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

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

- G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.6.3 Subcontract requirements**
- G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

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

Ms. Andrea Simpson
Director, Contracts Management
Office of Contracts and Acquisitions
District of Columbia Public Schools
1200 First Street NE, 11th Floor
Washington, DC 20002
Telephone: 202-724-1501
E-mail address: andrea.simpson2@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA)

G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

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

Curtis Johnston, M.Ed.
Deputy Chief of Staff
District of Columbia Public Schools
Office of Federal Programs and Grants
1200 First Street NE, 8th Floor
Washington, DC 20002
Telephone: 202.299.2140
Fax: 202.535.2256
E-mail: curtis.johnson@dc.gov

G.9.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 COST REIMBURSEMENT CEILING

G.10.1 Cost reimbursement ceiling for this contract is set forth in Section B.3.

G.10.2 The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section B.3.

G.10.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.

G.10.4 The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.

G.10.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.

G.10.6 The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.3, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.3, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.

G.10.7 No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the cost reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.

G.10.8 If any cost reimbursement ceiling specified in Section B.3 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

G.10.9 A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.3, unless the change order specifically increases the cost reimbursement ceiling.

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G.10.10 Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act of 1985 shall be reimbursable.

~ END OF SECTION ~

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103 REV. 14 dated 12/22/2014, 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.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the

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FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* ("First Source Act").

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

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

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

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

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

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

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

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

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

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

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

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

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

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

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

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.8.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.8.8 The requirements of the Living Wage Act of 2006 do not apply to:

(1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

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- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

(a) Mandatory Subcontracting Requirements

- (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).

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- (2) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(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.
- (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 (a)(1) and (a)(2) of this clause.
- (4) Except as provided in (a)(5) and (a)(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.
- (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.
- (6) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- (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.

(b) 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 (a) 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.

(c) 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.

(d) Subcontracting Plan Compliance Reporting.

- (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.

- (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.

(e) 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.

(f) 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.

(g) Enforcement and Penalties for Breach of Subcontracting Plan

- (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.

- (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.
- (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.12 AUDITS AND RECORDS

H.12.1 As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.12.2 Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

H.12.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- a) The proposal for the contract, subcontract, or modification;
- b) The discussions conducted on the proposal(s), including those related to negotiating;
- c) Pricing of the contract, subcontract, or modification; or
- d) Performance of the contract, subcontract or modification.

H.12.4 Comptroller General

H.12.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.12.4.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.12.5 Reports. If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- b) the data reported.

H.12.6 Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.X.1 through H.X.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

- a) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- b) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

H.12.7 The Contractor shall insert a clause containing all the terms of this clause, including this section H.12.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- b) For which cost or pricing data are required; or
- c) That requires the subcontractor to furnish reports as discussed in H.12.5 of this clause.

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

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

Criminal inquiries in accordance with Title 5 of the District of Columbia Municipal Regulations (DCMR), Sections 1001.8 through 1001.11, dated December 2002, are required by every District of Columbia Public Schools employee and by policy, of every other individual providing services in any DCPS School or to any DCPS student. Background checks shall include

fingerprinting.

The Contractor shall be responsible for ensuring that all personnel have background checks, including fingerprinting, prior to their service delivery to DCPS students. Upon request, the Contractor shall provide DCPS with a copy of the results from the background check, drug test, and the fingerprinting.

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.

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;

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sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;

- (viii) Child abuse or cruelty to children; or
 - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
- (D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

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

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

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

H.13.8 The Contractor shall direct the applicant or employee to complete the form or forms and notify

the applicant or employee when and where to report to be fingerprinted.

- H.13.9** Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- H.13.10** The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.13.11** The Contractor shall provide copies of all criminal background and traffic check reports to the CA 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 CA'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 CA's decision after his or her assessment of the criminal background or traffic record check.
- H.13.15** The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.13.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.13.1 and H.13.2.
- H.13.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- H.13.18** The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- H.13.19** If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination

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and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

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

~ END OF SECTION ~

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP") are incorporated as part of the contract (Attachment J.1).

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

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- I.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the CO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, 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.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, 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 this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or 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 then current version of the source code supplied under this 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.

- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

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

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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.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, sexual/physical abuse & molestation, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 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.

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6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
 7. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$2,000,000 per occurrence limits; \$5,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
 8. Employment Practices Liability. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000 for each wrongful act and \$1,000,000 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.
- B. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Ms. Andrea Simpson
Director, Contracts Management
Office of Contracts and Acquisitions
District of Columbia Public Schools
1200 First Street NE, 11th Floor
Washington, DC 20002
Telephone: 202-724-1501
E-mail address: andrea.simpson2@dc.gov

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

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

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- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 GOVERNING LAW

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

~ END OF SECTION ~

SECTION J: ATTACHMENTS

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

| Attachment Number | Document |
|-------------------|---|
| J.1 | Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) |
| J.2 | U.S. Department of Labor <i>Wage Determination 2005-2103 Rev. 14 12/22/2014</i> |
| J.3 | Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 |
| J.4 | Department of Employment Services First Source Employment Agreement |
| J.5 | Way to Work Amendment Act of 2006 - Living Wage Notice |
| J.6 | Way to Work Amendment Act of 2006 - Living Wage Fact Sheet |
| J.7 | Tax Certification Affidavit |
| J.8 | Bidder/Offeror Certifications |
| J.9 | Cost/Price Certification and Data Package |
| J.10 | Subcontracting Plan |

~ END OF SECTION ~

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)

K.1.1 Definitions. As used in this provision:

K.1.1 **Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.1.1.2 Conviction: means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

K.1.1.3 Criminal drug statute: means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.1.1.4 Drug-free workplace: means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.1.1.5 Employee: means an employee of a contractor directly engaged in the performance of work under a District contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

K.1.1.6 Individual: means an offeror/contractor that has no more than one employee including the offeror/contractor.

K.1.2 The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;

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- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by section K.1.2(1) of this clause;
- (4) Notify such employees in writing in the statement required by section K.1.2(1) of this clause that, as a condition of continued employment on this contract, the employee will:
- a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under section K.1.2(4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under section K.1.2(4)(b) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- a. Take appropriate personnel action against such employee, up to and including termination; or
 - b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of section K.1.2(1) through K.1.2(6) of this clause.

K.1.3 The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

K.1.4 In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of sections K.1.2 or K.1.3 of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

~ END OF SECTION ~

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 multiple contracts resulting from this solicitation to the responsible offerors whose offers conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

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

L.2 PROPOSAL ORGANIZATION AND CONTENT

One (1) original and four (4) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. **GAGA-2015-R-0025, Instructional and Parental Involvement Services.**"

L.2.1 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 information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal shall 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.2.2 The following items are required in each **Technical Proposal**:

L.2.2.1 Offeror Profile - (TAB 1)

- a. Offeror name, business address, telephone and fax number;
- b. Year established [including former Offeror names and year(s) established, if applicable];
- c. Type of ownership (i.e., corporate, partnership, etc.);
- d. A statement as to whether the Offeror is licensed to do business in the District of Columbia and possesses the necessary professional licenses to perform the service;
- e. The Primary Contact's name, mailing address, e-mail address and telephone number;
- f. Four (4) professional references;

- g. If a joint venture is contemplated, statements containing the same information as requested above for each joint venture firm; and
- h. If applicable, the contractor shall include their CBE certification (letter) with their proposal.

L.2.2.2 Firm's Qualifications, Experience, Key Personnel and References - (TAB 2)

- a. The Offeror shall set forth in its proposal the names and reporting relationships of all key personnel the Offeror will use to perform the work under the Contract. All resumes shall be included. Within the description of key personnel, identify their experience with the Offeror (preferably on the projects used as references) as well as other prior relevant experience, noting the role held by the person. Additionally, the hours that each will devote to the Contract shall be provided in total and broken down by task.
- b. The Offeror shall identify the person(s) who will handle overall management of the proposed Task.

L.2.2.3 Experience and References - (TAB 3)

The Offeror shall provide a list of three (3) previous contracts for which the contractor provided identical or similar work within the last five (5) years. The information provided shall include at minimum the following:

- a. Name of Company
- b. Title and Description of Project
- c. Contract Number
- d. Dollar Amount
- e. Period of Performance
- f. Name and Title of Contact Person
- g. Telephone number and Email address

L.2.2.4 Technical Approach, Expertise and Compliance - (TAB 4)

- a. The Offeror shall submit the proposed scientifically based methodology of instruction for Task I or parental engagement for Task II.
- b. The Offeror shall describe its expertise in providing the proposed methodology.
- c. The Offeror shall provide its proposed schedule for implementing the required services for Task I or Task II. The schedule should demonstrate that the Offeror understands the required services and has a workable method to deliver the services in a timely manner.

L.2.2.5 Representations, Certifications and Other Statements - (TAB 5)

The Offeror shall:

- a. Include all information requested in the Representations and Certification (Section K) of this RFP.
- b. Attach the completed Tax Certification Affidavit and First Source Employment Agreement, as well as a copy of its District of Columbia Business License.

L.2.2.6 Exceptions - (TAB 6)

The Offeror shall set forth any exceptions to its offer. Each exception requested by the Offeror shall be listed separately, followed by a detailed statement explaining the Offeror's justification for the exception. Review and acceptance of an exception and/or modification of the solicitation shall be at the sole and absolute discretion of WCSA, and shall be final. Failure of the Offeror to request an exception as prescribed in this Section shall be deemed a waiver.

L.2.2.7 The following items are requested in each Cost Proposal:

- a. Provide the Offeror's costs in accordance with Section B.
- b. Completed Cost/Price Certification and Data Package.
- c. Documents to support that the Offeror has the financial resources, or the ability to obtain such resources required to perform the contract. Acceptable documents may include: Line of Credit, Bank Statements or Audited Financial Statements.

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 FOIA exemption under §2-534(a)(1). Successful proposals will be published on the OCP Internet 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

Proposals must be submitted no later than **3:00 p.m. EST, Wednesday, April 1, 2015**

Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.4.2 Withdrawal or Modification of Proposals

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

L.4.3 Postmarks

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

L.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.4.5 Late Proposals

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

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **5:00 p.m., March 18, 2015**. **The District will not consider any questions** prior to the closing date and time indicated for this solicitation. The District will not consider any questions received **after March 18, 2015 which is prior** to the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors. 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.5.1 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO: **Ms. Andrea Simpson, Director, Contracts Management, Office of Contracts and Acquisitions, District of Columbia Public Schools, 1200 First Street NE, 11th Floor, Washington, DC 20002, E-mail address: andrea.simpson2@dc.gov** by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include 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 4th 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:

Ms. Andrea Simpson
Director, Contracts Management
Office of Contracts and Acquisitions
District of Columbia Public Schools
1200 First Street NE, 11th Floor
Washington, DC 20002
Telephone: 202-724-1501
E-mail address: andrea.simpson2@dc.gov

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. The District must receive the acknowledgment by 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, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

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. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.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 within five (5) days of the request by the District.

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

- Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- Has a satisfactory performance record;
- Has a satisfactory record of integrity and business ethics;
- Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- Has a satisfactory record of compliance with 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.*;
- Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;

- Has not exhibited a pattern of overcharging the District;
- Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- 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 nonresponsibility 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 nonresponsible.

L.18 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors 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.19 GENERAL STANDARDS OF RESPONSIBILITY

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

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.19.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility 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 nonresponsible.

L.20. SPECIAL RESPONSIBILITY REQUIREMENTS

- L.20.1** In addition to the general standards of responsibility set forth in section L.19, the offeror must demonstrate to the satisfaction of the District that:
- a) They have the technical expertise required to complete all tasks;
 - b) They plan for all sub-tasks any task may involve;
 - c) They provide the District with all information needed to make decisions (e.g., theoretical analysis, possible scenarios with pros and cons, numbers) and;
 - d) They have the ability and desire to work in close collaboration with District staff and accommodate District applicable laws and regulations and policy priorities.
- L.20.2** Offeror **must submit** with its proposal convincing evidence that demonstrates that the offeror meets the Special Standard(s) of Responsibility. At a minimum, an offeror must provide the following evidence:
- a) A sample technical work product of the level of complexity of the project described in section C;
 - b) A set of sub-tasks that a task of their choice under section C involves;
 - c) An example of a hypothetical policy decision relevant to this project and supporting documentation to allow the District to make a decision;
 - d) A description of a real or hypothetical conflict between a contractor's strategy and a customer's policy priority and a proposed resolution process.

L.21 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 1:00 p.m. on March 16, 2015 at 1200 First Street, NE Room 1112. 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 two step bid conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than 5:00 p.m on March 18, 2015 in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the DCPS website: <http://dcps.dc.gov/DCPS/About+DCPS/Doing+Business+with+DCPS/Procurement/Solicitations>

~ END OF SECTION ~

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.1.1 PROPOSAL EVALUATION PROCESS

DCPS will establish an evaluation committee to score and rank all all proposals received from every contractor. The evaluation committee will review all proposals submitted by contractors in response to this RFP from form, content, and compliance with the criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

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

M.3 EVALUATION CRITERIA

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

M.3.1 TECHNICAL CRITERIA (85 Points Maximum)

Description: These factors consider the Offeror's past performance, experience and key personnel used in performing services similar to the required services as described in Section C. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with the Offeror's performance.

M.3.1.1 FACTOR A - Value Added Expertise (15 Points maximum)

1. This evaluation factor considers the specific expertise in the educational approaches and models required to implement services associated with scientific modeling and national gains, as well as related statistical advancements (e.g., scientific based curriculum, data infusion, student progress and matriculation, and technical enhancement).
2. This factor will be evaluated on the technical approach, and demonstrated viability of the proposed technical solution, based on a clear and thorough understanding of the relevant educational techniques. Offerors with a proven track record of experience with value-added and scientific modeling will be rated higher.

M.3.1.2 FACTOR B - Proposed Methodology (25 Points maximum)

1. This evaluation factor considers the methodology proposed for this project, including data assembly and analysis, progress of student achievement, matriculation out of Title I, project implementation, and information of policy decisions, ongoing support, project management, and documentation.
2. This factor will be evaluated based on the completeness of the proposed methodology and its match to the scope of work above. The proposed methodology must demonstrate how the Offeror intends to complete the project and all deliverables successfully, within the desired timeframes. Approaches that maximize transparency, and DCPS' ability to make informed, data-based decisions will be rated higher.

M.3.1.3 FACTOR C- Past Performance and Experience (15 Points maximum)

1. Evaluation of past performance and experience allows DCPS to assess the contractor's ability to perform and relevance of work performed.
2. This factor considers the extent of the contractor's past performance within the last five years, in achieving a high degree of customer satisfaction. Evaluation of this factor will be based on the quantity and quality of contractor's performance on projects of comparable size, highly technical nature, complexity. The currency and relevance of the information, source of information, context of the data, and general trends in contractor's performance shall be considered.
3. The contractor provides a list of three previous contracts for which the contractor provided identical or similar work within the last five years. Include Name of Company, Title and Description of the Project, Contract Number, Dollar Amount, and Period of Performance, Name of the Contact Person, and Title, and Telephone Number and email address.

M.3.1.4 FACTOR D - Proposed Project Team (10 Points maximum)

1. This evaluation factor considers the education, experience, knowledge, past performance, necessary skills and expertise of the key personnel directly assigned to the project.
2. This factor will be evaluated on the specific skill sets of the proposed project team. Each key team member must provide the required specific expertise (e.g., econometric analysis, data analysis, reporting, project management) based on their project role.
3. This evaluation factor also considers office location, organizational structure, and staff support, based on their project role.

M.3.1.5 FACTOR E- Compliance with Schedule (20 Points maximum)

1. This evaluation factor considers the proposed schedule, participants' needs, and the SEA and LEA regulations.
2. This factor will be evaluated based on the completeness of the provided project plan, including all major tasks and subtasks, including dependencies and critical path items. This plan must demonstrate how the Offeror will meet the required schedule to complete the project successfully.

M.3.2 PRICE CRITERION (15 Points Total)

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:

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

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

M.3.4 TOTAL POINTS (112 Points Maximum)

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

M.4 EVALUATION OF OPTION YEARS

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

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

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

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

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

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

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

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

~ END OF SECTION ~