

SOLICITATION, OFFER, AND AWARD			1. Caption Online Social Studies Assessments and Online Assessment Delivery and Data System			Page of Pages 1 60	
			2. Contract Number		3. Solicitation Number GAGA-2014-R-0057		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 5/13/2014		6. Type of Market <input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Sub-Contracting Set Aside		
			7. Issued By: Office of Contracts and Acquisitions 1200 First Street, NE 11th Floor -- Suite 1135 Washington, DC 20002			8. Address Offer to: Office of Contracts and Acquisitions 1200 First Street, NE 11th Floor -- Suite 1135 Washington, DC 20002	
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>8</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>1200 First Street, NE Suite 1135, Wash., DC 20002</u> until <u>3pm</u> local time <u>3-Jun-14</u>							
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 <u>Rotimi Osunsan</u>		B. Telephone (Area Code) <u>202</u> (Number) <u>535-1377</u> (Ext) <u></u>		C. E-mail Address <u>rotimi.osunsan2@dc.gov</u>	
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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 %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):		Amendment Number		Date		Amendment Number	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)					
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	



Government of the District of Columbia



Office of Contracts and Acquisitions

Sol. First Page Offer Award Form - DCOC-209-V2206

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

- B.1** The District of Columbia Public Schools, Office of Contracts and Acquisitions on behalf of Office of Teaching and Learning, is seeking a contractor to create online social studies assessments for grades 6, 7, and 8. These assessments will consist of a pre-test and a post-test assessment that will measure student growth and understanding in social studies skills. The creation of this assessment will have two different components: the Assessment Services (Component One) and the Online Assessment and Delivery System (Component Two). The Offerors have the option of submitting proposals for services on both Component One and 2, or on either of the Components. . The services required for the two components are explained below:

The Component One Assessment Services shall be responsible for the creation of 100 grade 6 items, 100 grade 7 items, and 100 grade 8 items, the construction of field test forms, psychometric services and the creation of operational pre-test and post-test assessments for each grade.

The Component Two Online Assessment Delivery and Data System Contractor shall be responsible for providing the online platform for administering the pre-test and post-test assessments. This online platform shall be able to use items designed outside the platform and easily report testing data. If the Assessment Services Contractor has a suitable online platform, they may bid jointly for both contracts.

- B.2** The District contemplates award of one or more Fixed Unit Price Contract(s).

B.3 PRICE SCHEDULES

B.3.1 Component One: Assessment Services

B.3.1.1 BASE YEAR (Date of the Contract Award thru Twelve Months Thereafter)

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
0001	Create 100 items for Grade 6 (C.5.7)	\$ _____	100	\$ _____
0002	Create 100 items for Grade 7 (C.5.7)	\$ _____	100	\$ _____
0003	Create 100 items for Grade 8 (C.5.7)	\$ _____	100	\$ _____
0004	Create four Online Field Test Forms for Grade 6 (C.5.8)	\$ _____ per Form	4	\$ _____

0005	Create four Online Field Test Forms for Grade 7 (C.5.8)	\$____per Form	4	\$_____
0006	Create four Online Field Test Forms for Grade 8 (C.5.8)	\$____per Form	4	\$_____
0007	Psychometric Analysis of Field Test Data (C.5.10)	\$____per hour	10	\$_____
0008	Data Review Meeting with DCPS Staff (C.5.10.3)	\$____per day	1	\$_____
0009	Grade 6 Operational Pre-test Form (C.5.11)		1	\$_____
0010	Grade 7 Operational Pre-test Form (C.5.11)	\$____per Form	1	\$_____
0011	Grade 8 Operational Pre-test Form (C.5.11)	\$____per Form	1	\$_____
0012	Grade 6 Operational Post-test Form (C.5.12)	\$____per Form	1	\$_____
0013	Grade 7 Operational Post-test Form (C.5.12)	\$____per Form	1	\$_____
0014	Grade 8 Operational Post-test Form (C.5.12)	\$____per Form	1	\$_____
Grand Total				\$_____

B.3.1.2 **OPTION YEAR ONE** (Date to Be Decided)

The Assessment Services Contractor is not required to provide any services in the Option One.

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
None	No work to occur	NA	NA	NA

B.3.2 Component Two: Online Assessment Delivery and Data System

B.3.2.1 BASE YEAR (Date of the Contract Award thru Twelve Months Thereafter)

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
0001	Online platform (C.6)	\$ _____ per platform	1	\$ _____
0002	Web hosting for field test window (C.6.15)	\$ _____	4 weeks	\$ _____
0003	Web hosting for operational post- test window (C.6.15)	\$ _____	4 weeks	\$ _____
Grand Total for B.1				\$ _____

B.3.2.2 OPTION YEAR ONE (Date to Be Decided)

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
1001	Web hosting for operational pretest window (C.6.15)	\$ _____	4 weeks	\$ _____
1002	Web hosting for operational post-test window (C.6.15)	\$ _____	4 weeks	\$ _____
Grand Total				\$ _____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District of Columbia Public Schools, Office of Teaching and Learning (OTL) at the (DCPS) seeks a contractor to create pre-test and post-test assessments to measure student growth in understanding and skills for 6th, 7th, and 8th grade social studies. These assessments will measure student mastery of required D.C. Social Studies Content and Skills Standards, Common Core Standards for English Language Arts & Literacy in History/Social Studies, as well as the College, Career, and Civic Life (C3) Framework for Social Studies State Standards. This assessment will be funded by a Race to the Top (RtT) grant, awarded to both DCPS and the Office of the State Superintendent of Education (OSSE), with the purpose of expand student growth assessments in content areas which are not currently assessed by the Common Core.

C.1.1 Potential contractors may submit proposals to provide services as an Assessment Services and/or as the online assessment delivery and data system contractor.

C.1.1.1 *Component One: Assessment Services:* The prospective contractor shall have a history of experience and success in creating district or state level assessments consisting of multiple choice, constructed response, and technology enhanced items. The Contractor shall employ item writers to supplement those created by item writers contracted directly by DCPS. These multiple choice, constructed response, and possibly technology enhanced items will consist of high complexity items. They should be a level 2 or 3 using Webb's Depth of Knowledge (DOK) or in the top four levels of Blooms Revised Taxonomy (RBT). The Assessment Services Contractor shall also provide psychometric analysis of approximately 300 items developed by DCPS teachers and staff. The Contractor shall oversee field testing, test construction and implementation and provide psychometric analysis to develop specific protocols for item review, item revision, collection and analysis of data for field testing, and creation of equivalent pre-test and post-test assessments at each grades 6-8.

C.1.1.2 *Component Two: Online Assessment Delivery and Data System:* The prospective contractor for the online assessment delivery and data system shall provide the online platform for administering the pre-test and post-test assessments. This online platform shall be able to use items designed outside the platform system, from both the item writers contracted directly with DCPS or from the Assessment Services Contractor. The platform shall be compatible with both PCs and Macs.

The Online Assessment Delivery and Data System shall:

- 1, Allow for easy uploading of individual items with the ability to tag items with identifying data alignment to standards.
2. Allow for easy uploading of student names and ID numbers so that assessments and data will be tied directly to individuals.

3. Provide automated scoring of multiple choice items and allow teachers to input rubric scores for constructed response items.
4. Continue to provide the online platform for the life of the pre-test and post-test operational assessments.
5. Make data available through the platform system across a number of lines such as individual student mastery, item analysis, error analysis, class and teacher averages, mastery by standard, mastery by school, and overall mastery for the district.

If the Assessment Services Contractor has a suitable online platform, they may bid jointly for both contracts.

- C.1.2** The assessments will be created and field tested during the fall of 2014 prior to conducting a first administration of the growth assessment in the 2014-2015 School Year. DCPS social studies teachers for grades 6-8 will use the resulting student growth data in the Teacher Assessed Student Achievement Data (TAS) portion of teacher evaluations on the IMPACT system. The development of pre-test and post-test assessments for all social studies teachers in grades 6-8 will allow for more rigorous and consistent assessments. This will provide students, teachers, schools and the district more comprehensive data on mastery of literacy skills, social studies content knowledge, and social studies skills.
- C.1.3** Students in grades 6-8 social studies classes will take a pre-test assessment during the first four weeks of the school year. The post-test assessment will be given in the last four weeks of the school year and will contain an identical number of operational items to the pre-test assessment. No more than 25% of identical items will appear on the pre-test and post-test assessments, but each assessment will contain an equal number of questions aligned to the same standards, as provided by the testing blueprint. Field testing p-value data will be used to create pre-test and post-test assessments of equivalent difficulty using at least 75% unique items. The goal is to have the first full cycle of pre-test and post-test assessments during the school year of 2015-2016. The operational post-test assessments will first become available for teachers in Spring of 2015. However, the first operational pre-test assessments will become available during Fall of 2015. Teachers shall be able to immediately access students' scores and also score the constructed response items at their convenience. The same operational forms will be used indefinitely and the platform will continue to support the indefinite administration of the assessments
- C.1.4** Individual student growth percentages will be reported from the pre-test to the post-test assessment, the aggregate of which will be used by teachers to measure growth. Using an online data management system, teachers will be able to immediately access student scores on multiple choice items, with rubrics used to grade and enter additional scores for constructed response items. Following the scoring of pre-test assessments, teachers will meet with a principal or other administrator and use the pre-test assessment results as a baseline to set a growth goal for the end of course post-test assessment which does not involve any further activity for the vendor.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Title	Date	Location
1	6 th Grade Geography Scope and Sequence	2012	Print copy attached (Attachment 10) – 14 pages
2	7 th Grade Ancient History Scope and Sequence	2012	Print copy attached (Attachment 11) – 9 pages
3	8 th Grade United States History Scope and Sequence	2012	Print copy attached (Attachment 12 – 15 pages
4	Common Core Reading for Literacy in History/Social Studies	2010	http://www.corestandards.org/ELA-Literacy/RH/6-8
5	College, Career, and Civic Life (C3) Framework for Social Studies State Standards	2013	http://www.socialstudies.org/system/files/c3/C3-Framework-for-Social-Studies.pdf

C.3 DEFINITIONS

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

- **Assessment Services** – the provider responsible for item development, field test form construction, psychometric analysis, and construction of operational forms.
- **C3 Framework** – the College, Career, and Civic Life (C3) Framework for Social Studies State Standards
- **CCSS** – the Common Core State Standards
- **DCPS/District** – District of Columbia Public Schools
- **DOK** – Depth of knowledge is the complexity or depth of understanding required to answer an assessment item.
- **OSSE** – Office of the State Superintendent of Education
- **Standards** – Clearly definite statements and/or illustrations of what students are expected to know and be able to do in academic content areas. Also known as Content Standards. In the District of Columbia, the District of Columbia Learning Standards.
- **Online Assessment Delivery and Data System Contractor** – the provider of the online testing platform
- **PARRC** – Partnership for Assessments of the Readiness for College and Careers
- **Platform** – The online assessment delivery and data system
- **RBT** – Revised Bloom’s Taxonomy is a classification of learning and educational goals.

C.4 BACKGROUND

- C.4.1** District of Columbia Public Schools (DCPS) serves 45,000 students in the nation's capital through the efforts of approximately 4,000 educators in 123 schools. In an effort to become the preeminent urban school system in the nation, DCPS has proposed bold goals for achievement and academic initiatives that foster students' readiness for college and careers.
- C.4.2** DCPS has recently distinguished itself as a national leader with an aggressive timeline for rolling out the Common Core State Standards. The district has developed and implemented Common Core aligned Paced Interim Assessments (PIAs), curriculum (English, Math, and Social Studies) and invested in professional development to ensure our educators are making the instructional shifts demanded by the Common Core Standards. DCPS hopes to continue in its role as a national leader by implementing alignment to the C3 Framework.
- C.4.3** The C3 Framework, a state-led collaborative effort involving thousands of social studies experts, was developed in order to enhance rigor in social studies, enhance critical thinking and problem solving skills, and to align to the Common Core State standards. These standards were published by the National Council for Social Studies in 2013. A few members of the C3 Framework task force include: the American Bar Association, American Historical Association, the Council for Economic Education, National Council for Social Studies, National Geographic Society, and the World History Association. Although some states are discussing adoption of the C3 Framework, at present there are no significant state or district level assessments aligned to it. Alignment to the C3 Framework will likely receive the attention of social studies educators around the nation. We hope to find partners who are excited by the challenge of working with the C3 Framework and are committed to helping DCPS become innovators in C3 adoption.

DCPS will create pre-test and post-test assessments to measure student growth in understanding and skills for 6th, 7th, and 8th grade social studies. These assessments will measure student mastery of required D.C. Social Studies Content and Skills Standards, Common Core Standards for English Language Arts & Literacy in History/Social Studies, as well as the College, Career, and Civic Life (C3) Framework for Social Studies State Standards.

C.5 REQUIREMENTS FOR ASSESSMENT SERVICES

- C.5.1** The Contractor shall have a history of experience and success in creating district or state level assessments including multiple choice and constructed response and have a demonstrated history of producing high complexity DOK 2 and DOK 3 items (top four levels of RBT).
- C.5.1.1** The Contractor shall provide written documentation of at least three years' experience with tasks with its proposal as well as lessons learned.

- C.5.1.2** The contractor shall submit in the proposal a list of three previous performance contacts for which the offeror has provided identical or similar work, including the name of the government agency or company, title and description of the project, contract number, dollar amount, and period of performance, name of the contact person, title, telephone number, and e-mail address.
- C.5.1.3** The contractor shall submit a sample of this project plan with their proposal in addition to evidence of the contractor's past performances of comparable size and complexity.
- C.5.1.4** The Contractor shall provide one sample item per each grade 6, grade 7 and grade 8, in order to demonstrate this experience. These items shall be **dual aligned** to one of the D.C. Power Standards (outlined in the Scope and Sequence Documents in Attachments 10, 11 and 12 of this solicitation) **and** to the Common Core Writing Standards for Social Studies.
- C.5.1.5** Additionally, the contractor shall provide two sample items for each grade that **dual align** to **both** one DC power standard **and** one C3 Framework standard.
- C.5.2** The Contractor shall have experience with the Common Core State Standards in Literacy for History/Social Studies and be familiar the PARCC model of assessment and shall provide written proof of this experience.
- C.5.2.1** The Contractor shall provide written documentation of this experience and familiarity by submitting sample items
- C.5.2.2** The Contractor shall provide one example of a technology enhanced item with screen shots or on a demo site.
- C.5.3** The Contractor shall provide a clear organization chart of all members of the project team, including titles, and clearly written roles and responsibilities. The Contractors shall provide a sample organization chart with its proposal.
- C.5.3.1** The final organizational chart shall be provided to DCPS no later than ten business days from the start of contract.
- C.5.4** The Contractor shall attend a planning meeting with DCPS and the Online Assessment Delivery and Data System Contractor as applicable no later than 10 days of the beginning of the contract.
- C.5.5** The Contractor shall work with DCPS to provide a detailed and fully resource-loaded project plan outlining the deliverables and tasks set forth in this contract no later than ten business days from start of contract.
- C.5.5.1** The Contractor shall provide a sample project plan outlining the deliverables and tasks with their proposal.

- C.5.6** The Contractor shall provide a project manager to liaise with the DCPS assessment specialist and oversee the item design, field testing, test construction, and implementation.
- C.5.6.1** The Contractor shall be available for 30 hours of meeting time related to item development and batch resolution conference calls.
- C.5.7** The Contractor shall provide 100 unique items for grade six, 100 unique items for grade seven, and 100 unique items for grade 8 for a total of 300 hundred items. These items shall be created by the contractor to the DCPS stipulated alignment and item type targets and will become property of DCPS.
- C.5.7.1** These items and associated data must become property of DCPS in order to meet its grant requirements and the items will be shared within the school district, with the Office of the State Superintendent of Education (OSSE), and possibly with charter schools in the District. Also, if the items are ever replaced they will be released or edited and released.
- C.5.7.2** The Contractor shall provide high-quality test items of varying types (including, but not limited to: multiple choice and constructed response) across all test forms, grade levels and the grading rubrics associated with each item. High-quality items are defined as well constructed, aligned to the standards outlined by DCPS targets, cognitively complex, free of bias and sensitivity concerns, in line with the principles outlined in the Universal Design, and inline overall goals of DCPS.
- C.5.7.3** At least 30% of these items in Section C.5.7 should be at DOK 3 level or in the top three levels of RBT with the rest being a DOK 2.
- C.5.7.4** The items in Section C.5.7 should be rich in primary and secondary sources when their use is appropriate.
- C.5.7.5** The Contractor shall provide tables containing the grade, alignment, item origin, item key, item rationale, DOK level, RBT level, source information (if graphics, primary sources and/or secondary sources are used).
- C.5.8** The Contractor shall create independent field test forms for each grade. The number of field test forms will ultimately be determined by the number of items that survive the review process. Currently we estimate three to four field test forms per a grade will be necessary.
- C.5.9.** The Contractor shall provide any necessary assistance in uploading of contractor developed items into the online assessment and data system.
- C.5.10** The Contractor shall provide the support of psychometric analysis to be able to develop specific protocols for collection and analysis of data for field testing, and creation of equivalent operational pre-test and post-test assessments at each grade 6-8.

C.5.10.1 The Contractor shall evaluate the field test results for validity, reliability. From this evaluation, the Contractor shall produce a psychometric analysis of each item.

C.5.10.2 The analysis will include the following item level data: P-value, Point biserial Correlations, DIF including male/female, black/white, Hispanic/white

C.5.10.3 The Contractor shall meet with DCPS staff members to review flagged items.

C.5.11 The Contractor shall create one operational pre-test form for each grade using the psychometric analysis.

C.5.12 The Contractor shall create one operational post-test assessment for each grade using the psychometric analysis.

C.5.13 No more than 25% of identical items will appear on the pre-test and post-test assessments, but each assessment will contain an equal number of questions aligned to the same standards, as provided by the testing blueprint.

C.5.14 Field testing p-value data shall be used to create pre-test and post-test assessments of equivalent difficulty using at least 75% unique items.

C.6 REQUIREMENTS FOR ONLINE ASSESSMENT DELIVERY AND DATA SYSTEM

C.6.1 The Contractor shall provide a clear organization chart of all members of the project team, including titles, and clearly written roles and responsibilities. This shall be provided to DCPS no later than ten business days from the start of contract.

C.6.1.1 The Contractor shall provide a sample organization chart with their proposal.

C.6.2 The Contractor shall work with DCPS to provide a detailed and fully resource-loaded project plan outlining the deliverables and tasks set forth in this contract no later than ten business days from start of contract.

C.6.2.1 The contractor shall submit a sample of this project plan with their proposal in addition to evidence of the contractor's past performances of comparable size and complexity.

C.6.2.2 The contractor shall submit in the proposal a list of three previous performance contacts for which the offeror has provided identical or similar work, including the name of the government agency or company, title and description of the project, contract number, dollar amount, and period of performance, name of the contact person, title, telephone number, and e-mail address.

- C.6.3** The Contractor shall attend a planning meeting with DCPS and the Assessment Services Contractor no later than 10 days of the beginning of the contract.
- C.6.4** The Contractor shall provide an online platform that is able to use items (multiple choice, constructed response, and technology enhanced) designed outside the system, from both the item writers contracted directly with DCPS or from the Assessment Services Contractor. It will be used for administering the field test assessments and the operational pre-test and post-test assessments. This platform will be used indefinitely for the administration of the social studies pre-test and post-test assessments. The testing window for each pre-test and post-test will be around four weeks.
 - C.6.4.1** The Contractor shall provide training to two members of DCPS on basic operations of this platform system including but not limited to uploading items. This training can occur remotely.
 - C.6.4.2** The Contractor shall be available for a minimum of 30 hours of conference calls as needed.
 - C.6.4.3** The Contractor shall provide a way for teachers to download or access student data throughout the year.
- C.6.5** The platform system shall allow for easy uploading of individual items with the ability to tag items with identifying data alignment to standards.
 - C.6.5.1** Explain in detail the process for importing around 600 items into the system and include any costs associated with importing these items.
 - C.6.5.2** This platform system shall support items types including, but are not limited to multiple choice, constructed response, and technology enhanced.
 - C.6.5.3** The Contractor shall provide a demo site or screen shots showing students' views of different item types in the testing platform and teachers' views of different functions.
 - C.6.5.4** Ideally the platform must have the same available tools as PARRC. This includes: a button for the student to review the test for unanswered items and flag items that they want to return to; a button for the student to eliminate choices; the ability for students to highlight text. The students need zoom/magnification capabilities and line reader tool to help them focus on one section of information at a time.
 - C.6.5.5** The Contractor shall provide a demo site or screen shots of a technology enhanced item.

- C.6.6** The platform system shall allow for easy uploading of student names and ID numbers so that assessments and data will be tied directly to individuals.
- C.6.7** The platform system shall allow teachers to immediately access student scores on multiple choice items, with rubrics used to grade and enter additional scores for constructed response items
- C.6.8** The platform system shall allow data to be available through the platform system across a number of lines such as individual student mastery, item analysis, error analysis, class and teacher averages, mastery by standard, mastery by school, and overall mastery for the district with preference being for platform systems that maximize ease of use and tools for collection data.
- C.6.9** The platform system shall facilitate the import of field test forms into platform for all three grades and ensure that the platform is ready for testing window to open.
- C.6.10** The platform system shall deliver data file of collected field test information for all three grades or provide a means for the Assessment Services to extract data.
- C.6.11** The platform system shall facilitate the import of operational post-test forms into platform for all three grades and ensure that the platform is ready for testing window to open.
- C.6.12** The platform system shall facilitate the import of operational pre-test forms into platform for all three grades and ensure that the platform is ready for testing window to open.
- C.6.13** The contractor shall provide a written plan for ongoing technical support and troubleshooting.
- C.6.14** The contractor shall provide web hosting for the online field test window for four weeks
- C.6.15** The contractor shall provide web hosting for the post-test operational test window for four weeks in in option year 1 and four weeks in option year 2.
- C.6.16** The contractor shall provide web hosting for the pretest operational test window for four weeks.
- C.6.17** The contractor shall provide a written plan for web hosting the online assessments with the proposal.

SECTION D: PACKAGING AND MARKING

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

SECTION E: INSPECTION AND ACCEPTANCE

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

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The base year term of the contract shall be from the date of award of the contract through September 30, 2014

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 one, one year option period, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.
- F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.
- F.2.3** The price for the option period shall be as specified in the Section B of the contract.
- F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

F.3 DELIVERABLES

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

F.3.1 COMPOENT 1: ASSESSMENT SERVICES - BASE YEAR

Section C Service	Responsible	Deliverable	Quantity	Format/Method of Delivery	Due Date
(C.5.3)	Assessment Services	Organizational Chart	1	Electronic	10 Business Days start of contract
(C.5.6.1)	Assessment Services	Meeting Time	30		10 Business Days start of contract
(C.5.7)	Assessment Services	Tables	3	Electronic	10 Business Days start of contract
(C.5.7)	Assessment Services	Grade 6 Items	100	Electronic	8/1/14
(C.5.7)	Assessment Services	Grade 7 Items	100	Electronic	8/8/14
(C.5.7)	Assessment Services	Grade 8 Items	100	Electronic	8/15/14
(C.5.8)	Assessment Services	Grade 6 Field Test Forms	3-4	Electronic	10/10/14
(C.5.8)	Assessment Services	Grade 7 Field Test Forms	3-4	Electronic	10/10/14
(C.5.8)	Assessment Services	Grade 8 Field Test Forms	3-4	Electronic	10/10/14
(C.5.10.1)	Assessment Services	Post field test psychometric analysis and data for all three grades	1 file	Electronic	2/23/2015
(C.5.10.3)	Assessment Services	Data Review Meeting with DCPS Staff	1	Meeting	2/23/15
(C.5.11)	Assessment Services	Grade 6 Operational Pre-test Form	1	Electronic	3/16/15
(C.5.11)	Assessment Services	Grade 7 Operational Pre-test Forms	1	Electronic	3/16/15

(C.5.11)	Assessment Services	Grade 8 Operational Pre-test Forms	1	Electronic	3/16/15
(C.5.12)	Assessment Contractor	Grade 6 Operational Post-test Forms	1	Electronic	3/16/15
(C.5.12)	Assessment Services	Grade 7 Operational Post-test Forms	1	Electronic	3/16/15
(C.5.12)	Assessment Services	Grade 8 Operational post-test Forms	1	Electronic	3/16/15

F.3.2. – COMPONENT TWO: ONLINE ASSESSMENT DELIVERY AND DATA SYSTEM DELIVERABLES – BASE YEAR

Section C Service	Responsible	Deliverable	Quantity	Format/Method of Delivery	Due Date
(C.6.1)	Online Assessment Delivery and Data System	Organizational Chart	1	Electronic	10 Business Days start of contract
(C.6.2)	Online Assessment Delivery and Data System	Project Planning Document	1	Electronic	10 Business Days start of contract
(C.6.3)	Online Assessment Delivery and Data System	Planning Meeting with DCPS staff	1	Meeting	10 Business Days start of contract
(C.6.4)	Online Assessment Delivery and Data System	Online platform	1	Electronic	9/18/14
(C.6.4.1)	Online Assessment Delivery and Data System	Training for 2 DCPS members	1	Meeting	9/18/14
(C.6.4.2)	Online Assessment Delivery and Data System	Conference Calls	30 Hrs		On As Needed Basis
(C.6.9)	Online Assessment Delivery and Data System	Import of field tests forms in platform and ready for window to open	3	Electronic	10/24/14

(C.6.10)	Online Assessment Delivery and Data System	Data file of field test information for all three grades delivered	1	Electronic	11/14/14
(C.6.11)	Online Assessment Delivery and Data System	Import of operational post-test forms in platform and ready for window to open	3	Electronic	4/6/15
(C.6.14)	Online Assessment Delivery and Data System	Web hosting of field test window	4 weeks		11/3/14
(C.6.15)	Online Assessment Delivery and Data System	Web hosting of operational post-test window	4 weeks		5/18/15

COMPONENT TWO: ONLINE ASSESSMENT DELIVERY AND DATA SYSTEM DELIVERABLES: OPTION YEAR ONE

Section C Service	Responsible	Deliverable	Quantity	Format/Method of Delivery	Due Date
(C.6.16)	Online Assessment Delivery and Data System	Web hosting of operational pretest window	4 weeks		9/25/15
(C.6.15)	Online Assessment Delivery and Data System	Web hosting of operational post-test window	4 weeks		5/18/16

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

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

- G.1.2** The District will pay the Contractor on or before the 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. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

District of Columbia Public Schools

Office of the Controller/Agency CFO

1200 First Street NE, 11th Floor, Washington DC 20002

(202) 442-5300

Email to: dcps.invoices@dc.gov

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

- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

G.3.2 No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 PAYMENTS ON PARTIAL DELIVERIES OF GOODS

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

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

G.4.2 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES

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

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

G.4.3 PARTIAL PAYMENTS

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

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

G.4.4 LUMP SUM PAYMENT

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

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

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice shall refer to the assignment and shall show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

- G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
- a) the 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 shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:
- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
 - b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

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

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

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA)

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

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

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

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

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

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

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

Leslie Booth
Assessment Manager
1200 First Street, NE, 12th Floor
Washington D.C. 20002
Telephone: (202) 442-8873
Fax: (202) 442-5529
Leslie.booth@dc.gov

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

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

6. Authorize the use of District property, except as specified under the contract.

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. Wage Determination No. 2005-2101, Revision No.:13, dated June 19, 2013, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and 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 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;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

- H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.
- H.9.1.4** The bidder may contact the Department of Small and Local Business Development (DSLBD) at the telephone number (202) 727-3900 or website: <http://lsdbe.dslbd.gov/public/certification/search.aspx> to research potential certified business enterprise vendors with the capacity to fulfill the mandatory subcontracting requirements. To be deemed responsive, all vendors shall submit the mandatory subcontracting plan with their technical proposal on June 3, 2014.

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it shall subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor shall include a statement, approved by the contracting officer, that the subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor shall cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor shall maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor shall make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.9.3** **Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
 - H.9.3.1** The dollar amount of the contract or procurement;
 - H.9.3.2** A brief description of the goods procured or the services contracted for;
 - H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
 - H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
 - H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
 - H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 Subcontractor Standards

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

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

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

I. Solicitation Summary:

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

II. Waiver Requests (Pre-Award):

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

III. Good Faith Efforts:

This section has nine examples of activities for demonstrating contracting officers' and/or bidders' good faith efforts to involve the CBE community in its procuring process for determining capacity and capability for subcontracting. The contracting officer may include evidence of good faith effort demonstrated by the bidder. Proof of evidence can be uploaded into the system based on the good faith effort(s) chosen. All evidence must be submitted in a PDF document. If there are multiple items combine them into one PDF document.

Read carefully, and provide evidence that demonstrates through the procuring process a lack of subcontracting opportunities to certified small business enterprises due to either no capacity, no capability, or an insufficient amount of CSBEs available.

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

IV. Statement of Reason Justifying Request:

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

V. DSLBD Waiver Request Determination:

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

VI. Director Determination:

This section provides the status indicator for the request in progress or completed. Also it will provide the Director of DSLBD's final decision pertaining to the waiver request.

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

Additional language added:

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

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

1. Document the CBE community contacted for the procuring/vetting process for determining capacity and capability for subcontracting. The DCPS Contracting Officer may include evidence of good faith effort demonstrated by the bidder for the waiver request.
2. Provide proof of evidence which can be uploaded into the Department of Small Local Business Development data base system based documenting good faith effort(s). All evidence must be submitted in a PDF document to the DCPS Contracting Officer. If there are multiple items combine them into one PDF document.
3. The proof of evidence should include:
 - Documentation of the research for CBEs via the Department of Small Local Business websites such as <http://dslbd.dc.gov/service/find-certified-companies> ;
<http://lsdbe.dslbd.dc.gov/public/certification/search.aspx> (click on phrases like education, leadership, educational programming, and others as specific to the solicitation). Based on that search, you can narrow it down to the commodity codes for more targeted searches which should include the CBE company name, point of contact, title, address, email and telephone company

and. <http://lsdbe.dslbd.dc.gov/public/certification/search.aspx>. Note all three should assist you in your research and vetting for good faith efforts.

- Documentation of a Request for Information Market Survey to the CBEs researched which should include the proposed subcontracting requirements in accordance with the DCPS solicitation requirements. The vendor should document its thorough investigation conducted regarding the capabilities of the CBEs in order to make sound judgment as to their qualifications to perform the work.
 - Documentation of CBEs pricing is secured to document CBE pricing was excessive or noncompetitive based upon a review of the prevailing market conditions.
 - Documentation and review of the CBE responses demonstrating the CBEs insufficient capacity and capability leading to your waiver request. Read carefully, and provide evidence that demonstrates through the vetting process a lack of subcontracting opportunities to certified small business enterprises due to either no capacity, no capability, or an insufficient amount of CSBEs available.
 - Documentation of effective use of the services of the DSLBD in recruiting qualified and responsible CBEs.
 - Documentation of any other factors which may be relevant to this specific waiver request.
4. A statement/documentation to the effect that 'there are no CBEs that can do this work' will not be sufficient. The DCPS and Department of Small Local Business Development requires proof of method in determining lack of subcontracting opportunities.
5. Upon completion and receipt of the above information/documentation in PDF format the DCPS Contracting Officer will submit the proposed waiver request electronically on your behalf to the Department of Small Local Business Development for consideration of the waiver.

H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan

- H.9.5.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.9.5.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.9.5.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.10 DISTRICT RESPONSIBILITIES

See Section C

H.11 CONTRACTOR RESPONSIBILITIES

See Section C

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

H.12.1 A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions:

The Contractor's staff providing direct services at DCPS.

H.12.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:

N/A

H.12.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.12.4 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.12.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

- (A) a written authorization which authorizes the District to conduct a criminal background check;
- (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;

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

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

H.12.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised

volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;

- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.12.5(C);
- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

H.12.8 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

H.12.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

H.12.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

H.12.11 The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.

H.12.12 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.

H.12.13 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.

H.12.14 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.

- H.12.15** The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.12.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.12.1 and H.12.2.
- H.12.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- H.12.18** The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- H.12.19** If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.12.20** Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP") are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

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

4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
 5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000.00 per occurrence, including the District of Columbia as additional insured.
 6. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000.00 per occurrence for each wrongful act and \$1,000,000.00 annual aggregate.
 7. Crime Insurance (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 \$1,000,000.00 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
 8. Employment Practices Liability. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000.00 for each wrongful act and \$1,000,000.00 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.
- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

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

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions

- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 GOVERNING LAW

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

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference. *[However, include **ONLY J.1, J.2, J.5 and J.6** in the final contract.]*

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 Wage Determination 2005-2103, Revision No.: 13 Date of Revision: 06/19/2013
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 Disclosure Certification
J.10	6 TH Grade United States History Scope and Sequence
J.11	7 TH Grade United States History Scope and Sequence
J.12	8 TH Grade United States History Scope and Sequence

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form

See Attachment J.8

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

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

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

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and six (6) 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. DCPS-2014-R-0057, title and name of offeror)".**

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

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

L.3.1 Proposal Submission

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

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

L.3.2 Withdrawal or Modification of Proposals

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

L.3.3 Postmarks

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

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later 3:00 PM on May 23, 2014. The District will not consider any questions received after May 23, 2014. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

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

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial

solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 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.12 PROPOSAL COSTS

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

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

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

L.14 CERTIFICATES OF INSURANCE

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

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

L.15 ACKNOWLEDGMENT OF AMENDMENTS

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

L.16 BEST AND FINAL OFFERS

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

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of offeror;

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the

executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 GENERAL STANDARDS OF RESPONSIBILITY

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

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

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

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

Has a satisfactory performance record;

Has a satisfactory record of integrity and business ethics;

Has a satisfactory record of compliance with the applicable District licensing and tax 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.19.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.20. SPECIAL RESPONSIBILITY REQUIREMENTS

L.20.1 In addition to the general standards of responsibility set forth in section L.19, the offeror shall 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 shall submit with its proposal convincing evidence that demonstrates that the offeror meets the Special Standard(s) of Responsibility. At a minimum, an offeror shall provide the following evidence:

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

L.21 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 1:00 P.M., on May 20, 2014, at the DCPS, 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 shall complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference 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 May 23, 2014, after the pre-proposal conference 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>.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range

of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

M.3.1 TECHNICAL CRITERIA (75 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.

Component One

Technical Evaluation Factors	Points
Factor A – Experience on Similar Projects	30
Subfactors	
A1. Three past similar contracts	5
A2. Evidence of development of social studies items	7
A3. Experience with psychometric analysis	5
A4. Experience with test construction	5
A5. Experience with writing different formats of items and high complexity items	8
Factor B – Project Design and Timeline	30
Subfactors	
B1. Sample items	21
B2. Demonstration of understanding of specific requirements of contract (alignment, complexity)	3
B3. Neatness and thoughtfulness of proposal	3
B4. Realistic timeline that meets deadlines	3
Factor C – Proposed Team	15
Subfactors	
C1. Item writing/teaching experience	3
C2. Project manager/project lead	3
C3. Knowledge of social studies content	3
C4. Clear and defined organizational chart	3
C5. Psychometrician familiar with this kind of assessment	3
Total	75

Component Two

Technical Evaluation Factors	Points
Factor A – Experience on Similar Projects	30
Subfactors	
A1. Three past similar contracts	6
A2. Experience with providing data reports on the online platform	6
A3. Experience importing items from outside the system	6
A4. Experience with different item types	6
A5. Experience with easy uploading of student data	6
Factor B – Project Design and Timeline	30
Subfactors	
B1. Demo site or screen shots of student and teacher view	12
B2. Demonstration of understanding of specific requirements of contract	3
B3. Realistic timeline that meets deadlines	3
B4. Plan to maintain test security	3
B5. Allows for items to be uploaded from outside the system	3
B6. Neatness and thoughtfulness of proposal	3
B7. Plan for web hosting items	3
Factor C – Proposed Team	15
Subfactors:	
C1. Proposed staffs' instructional and data analysis experience and technical background	5
C2. Project Manager or Lead to serve as direct point of contact	3
C3. Clear defined organizational chart	3
C4. Plan for ongoing technical support	3
Total	75

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

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

M.3.1.1.1 *Assessment Services*– This factor considers the extent of the Offeror's past performance writing social studies items, conducting field and operational assessments, and analyzing psychometric data. Evaluation of this factor will be based on the quantity and quality of Offeror's performance on projects of comparable size and complexity. Offeror should be able to identify successful strategies from past projects as well as lessons learned. To assist in evaluation, the Offeror should provide a list of three (3) previous contracts for which the Offeror provided identical or similar work as described in C.5.1.1, C.5.1.2, C.5.1.3, and C.5.2.1. Include the name of the company, title and description of the project, contract number, dollar amount, and period of performance, name of the contact person, and title, telephone number, and email address.

M.3.1.1.2 *Online Assessment Data and Delivery System Contractor* –This factor considers the extent of the Offeror's past performance providing testing platforms for online

assessments that can be used to upload items from outside the system, and accommodate both multiple choice, constructed response, and technology enhanced items. Evaluation of this factor will be based on the quantity and quality of Offeror's past performance on projects of comparable size and complexity. Offeror should be able to identify successful strategies from past projects as well as lessons learned. To assist in evaluation, the Offeror should provide a list of three (3) previous contracts for which the Offeror provided identical or similar work as described in sections C.6.2.1, and C.6.2.2. Include the name of the company, title and description of the project, contract number, dollar amount, and period of performance, name of the contact person, and title, telephone number, and email address.

M.3.1.2 Factor B – Project Design and Timeline (30 Points Maximum)

M.3.1.2.1 *Assessment Services* – This evaluation factor considers methodology for this project. This factor will be evaluated based on the completeness of the proposed methodology and its match to the requirements in Section C. The proposed methodology must demonstrate how the Offeror intends to complete the project and all deliverables successfully, within the desired timeframes. Offeror should provide a project timeline with key activities and deadlines. Describe ability to meet strict timeline pursuant to deliverables outlined in section F. Identify potential project challenges and strategies to overcome these. Identify measures that will be taken to ensure item security. This factor will also be evaluated on the quality and alignment of sample items in C.5.1.4, C.5.1.5, and C.5.2.2.

M.3.1.2.2 *Online Assessment Data and Delivery System* – This evaluation factor considers methodology for this project. This factor will be evaluated based on the completeness of the proposed methodology and its match to the requirements in Section C. The Offeror shall describe their plan for web hosting as described in C.6.16. The Offeror should provide a project timeline with key activities and deadlines. The proposed methodology must demonstrate how the Offeror intends to complete the project and all deliverables successfully, within the desired timeframes. The proposal must provide screen shots or a demo site as described in C.6.5.3 through C.6.3.5. Describe ability to meet strict timeline pursuant to deliverables outlined in section F. Identify potential project challenges and strategies to overcome these. Identify measures that will be taken to ensure test security and also protect the confidentiality of students.

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

M.3.1.3.1 *Assessment Services* – This evaluation factor considers the education, experience, knowledge, past performance, necessary skills and expertise of the key personnel directly assigned to the project. (15 points maximum)

M.3.1.3.2 *Online Assessment Data and Delivery System* – This evaluation factor considers the education, experience, knowledge, past performance, necessary skills and expertise of the key personnel directly assigned to the project. (15 points maximum)

M.3.2 PRICE CRITERION (25 Points Maximum)

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

Lowest price proposal

----- x weight = Evaluated price score

Price of proposal being evaluated

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

M.3.4 TOTAL POINTS (112 Points Maximum)

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

M.4 EVALUATION OF OPTION YEARS

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

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

M.5.1 Application of Preferences

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

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

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

M.5.2 Maximum Preference Awarded

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

M.5.3 Preferences for Certified Joint Ventures

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

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

- M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.
- M.5.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development

ATTN: CBE Certification Program

441 Fourth Street, NW, Suite 970N

Washington DC 10001

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

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

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

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