# SOLICITATION, OFFER, AND AWARD

| 1. Caption | Page of Pages | |
|---|---|---|
| DC Comprehensive Assessment System | 1 | 73 |

| 2. Contract Number | 3. Solicitation Number | 4. Type of Solicitation | 5. Date Issued | 6. Type of Market |
|---|---|---|---|---|
| | DCGD-2009-R-0036 | [ ] Sealed Bid (IFB)<br>[X] Sealed Proposals (RFP)<br>[ ] Sole Source<br>[ ] Human Care Agreements<br>[ ] Emergency | 3/11/2009 | [X] Open<br>[ ] Set Aside<br>[ ] Open with Sub-Contracting Set Aside |

| 7. Issued By: | 8. Address Offer to: |
|---|---|
| Office of the State Superintendent of Education<br>441-4th Street, NW, Suite 350 North<br>Washington, DC 20001 | Office of Contracting and Procurement<br>Bid Room<br>441-4th Street, NW, Suite 703 South<br>Washington, DC 20001 |

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

## SOLICITATION

9. Sealed offers in original and 5 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 441-4th Street, NW, Suite 703S, Bid Room, Washington, DC until 2:00 P.M. (Hour) local time 9-Apr-09 (Date)

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

| 10. For Information Contact | A. Name | B. Telephone (Area Code) | (Number) | (Ext) | C. E-mail Address |
|---|---|---|---|---|---|
| | Janet Spevak, Contract Specialist | 202 | 535-1757 | | janet.spevak@dc.gov |

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## OFFER

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

| 13. Discount for Prompt Payment | 10 Calendar days % | 20 Calendar days % | 30 Calendar days % | ____ Calendar days % |
|---|---|---|---|---|
| | | | | |

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

| 15A. Name and Address of Offeror | 16. Name and Title of Person Authorized to Sign Offer/Contract |
|---|---|
| | |

| 15B. Telephone (Area Code) | (Number) | (Ext) | 15 C. Check if remittance address is different from above - Refer to Section G | 17. Signature | 18. Offer Date |
|---|---|---|---|---|---|
| | | | [ ] | | |

## AWARD (TO BE COMPLETED BY GOVERNMENT)

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

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

# B. SECTION B: SUPPLIES OR SERVICES AND PRICE

## B.1 OVERVIEW

The District of Columbia Office of Contracting and Procurement, on behalf of the Office of the State Superintendent of Education ("OSSE," "the District" or "the State") Office of Assessment and Accountability, seeks a contractor to develop a statewide assessment program for the District of Columbia students in reading and mathematics at grades 3-8 and 10; science at grades 5, 8 and High School Biology; and writing at grades 4, 7 and 10.

## B.2 CONTRACT TYPE

The District contemplates award of a Fixed Price Contract.

## B.3 PRICE SCHEDULE

### B.3.1 BASE PERIOD

| Contract Line Item Number (CLIN) | Description | Total Price |
|---|---|---|
| 0001 | Assessment, Development, Design, Production, Delivery & Reporting of all required assessments. | $ |

BASE PERIOD
TOTAL PRICE FOR CLINS 0001

$ _____

| | | |
|---|---|---|
| 0002 | **Cost estimate for Optional requirements, if needed:**<br>(1) Test items for release (25% of multiple choice items per grade per subject matter). See Section C.3.10.7 | $ |

## B.3.2 OPTION YEAR ONE (1)

| Contract Line Item Number (CLIN) | Description | Total Price |
|---|---|---|
| 0101 | Assessment, Development, Design, Production, Delivery & Reporting of all required assessments. | $ |

OPTION YEAR ONE (1) PERIOD
TOTAL PRICE FOR CLINS 0101

$ _____

| | | |
|---|---|---|
| 0102 | **Cost estimate for Optional requirements, if needed:**<br>(1) Test items for release (25% of multiple choice items per grade per subject matter). See Section C.3.10.7 | $ |

## B.3.3 OPTON YEAR TWO (2)

| Contract Line Item Number (CLIN) | Description | Total Price |
|---|---|---|
| 0201 | Assessment, Development, Design, Production, Delivery & Reporting of all required assessments. | $ |

OPTON YEAR TWO (2) PERIOD
TOTAL PRICE FOR CLINS 0201

$ _____

| | | |
|---|---|---|
| 0202 | **Cost estimate for Optional requirements, if needed:**<br>(1) Test items for release (25% of multiple choice items per grade per subject matter). See Section C.3.10.7 | $ |

## B.3.4 OPTION YEAR THREE (3)

| Contract Line Item Number (CLIN) | Description | Total Price |
|---|---|---|
| 0301 | Assessment, Development, Design, Production, Delivery & Reporting of all required assessments. | $ |

OPTON YEAR THREE (3) PERIOD TOTAL PRICE FOR CLINS 0301

$ _____

| | | |
|---|---|---|
| 0302 | **Cost estimate for Optional requirements, if needed:**<br>(1) Test items for release (25% of multiple choice items per grade per subject matter). See Section C.3.10.7 | $ |

## B.3.5 OPTION YEAR FOUR (4)

| Contract Line Item Number (CLIN) | Description | Total Price |
|---|---|---|
| 0401 | Assessment, Development, Design, Production, Delivery & Reporting of all required assessments. | $ |

OPTON YEAR FOUR (4) PERIOD
TOTAL PRICE FOR CLINS 0401

$ _____

| | | |
|---|---|---|
| 0402 | **Cost estimate for Optional requirements, if needed:**<br>(1) Test items for release (25% of multiple choice items per grade per subject matter). See Section C.3.10.7 | $ |

# C. SECTION C: SPECIFICATIONS/WORK STATEMENT

## C.1. SCOPE AND OBJECTIVES

C.1.1 The scope of work under this contract involves planning and consultation; development and delivery of parallel operational forms of the District of Columbia Comprehensive Assessment System (DC CAS) as specified in milestones 1-5 in reading and mathematics at grades 3-8 and 10; science at grades 5, 8 and High School Biology; and writing at grades 4, 7 and 10; as well as analysis and reporting of the state's assessment results.

C.1.2 The successful Contractor shall work with the State's current contractor and the State to ensure a seamless transition from the existing assessment series to the new assessment series, while maintaining all of the technical qualities that allow continued measurement of growth along the current trajectory used to determine Adequate Yearly Progress (AYP) for District of Columbia public schools.

### C.1.3 APPLICABLE DOCUMENTS

| Item No. | Title | Date | Location |
|---|---|---|---|
| 1 | Improving America's Schools Act (IASA) | 1994 | Legislation and Regulations for programs still being implemented under IASA, accessed at USDE website: http://www.ed.gov/legislation/ESEA/toc.html |
| 2 | No Child Left Behind (NCLB) Act of 2001 | 2001 | P.L. 107-110, accessed at USDE website: http://www.ed.gov/policy/elsec/leg/esea02/index.html |
| 3 | Regulations for Programs Implemented under the NCLB Act | 2001 | Accessed at USDE website: http://www.ed.gov/policy/elsec/reg/edpicks.jhtml?src=ln |
| 4 | Individuals with Disabilities Education Act (IDEA) | 2004 | Accessed at USDE website: http://idea.ed.gov/ |
| 5 | District of Columbia Learning Standards | Various | Accessed at USDE website: http://seo.dc.gov/seo/cwp/view,a,1222,q,561249,PM,1,seoNav,\|31195\|.asp |

## C.1.4 DEFINITIONS AND ACRONYMS

| | | |
|---|---|---|
| C.1.4.1 | AYP | Adequate Yearly Progress |
| C.1.4.2 | DC CAS | District of Columbia Comprehensive Assessment System |
| C.1.4.3 | ESEA | Elementary and Secondary Education Act |
| C.1.4.4 | IDEA | Individuals with Disabilities Education Act |
| C.1.4.5 | IRT | Item Response Theory |
| C.1.4.6 | OSSE | Office of the State Superintendent of Education |
| C.1.4.7 | LEA | Local Education Agency |
| C.1.4.8 | NCLB | No Child Left Behind Act of 2001 |
| C.1.4.9 | SEA | State Education Agency |
| C.1.4.10 | SLED | Statewide Longitudinal Data Warehouse (known as the SLED) |
| C.1.4.11 | USDE | United States Department of Education |
| C.1.4.12 | AMO | Annual Measurable Objectives |
| C.1.4.13 | State | The DC Office of the State Superintendent of Education |
| C.1.4.14 | Groups of educators | District of Columbia teachers and/or administrators who will be involved in the development of the assessment. |
| C.1.4.15 | Parallel forms | Parallel forms of a test are statistically equal (or as equal as they possibly can be) in their ability to measure the target content area. |

## C.2 BACKGROUND

C.2.1 Pursuant to the District of Columbia Public Education Reform Act of 2007 (DC Act 17-38), the Office of the State Superintendent of Education (OSSE) serves as the state education agency (SEA) and performs the functions of a SEA for the District of Columbia under applicable federal law, including grant-making, oversight, and state educational agency functions for standards, assessments, and federal accountability requirements for elementary and secondary education.

Within the OSSE, the Office of Assessment and Accountability is responsible for the development, publication, and administration of the state assessment system, which includes standards-based summative assessments in reading, math, science, and writing/composition; as well as alternate assessments in reading, math, and science.

C.2.2 The Office of Assessment and Accountability is also responsible for the collection, maintenance, and reporting of all state data required by the No Child Left Behind (NCLB), including the Adequate Yearly Progress (AYP) status of the schools and the state; information on highly qualified teachers; attendance and dropout data; and assessment data that has incorporated all of the conditions mandated under the NCLB Act for meeting approved proficiency levels.

C.2.3 Finally, the Office of Assessment and Accountability provides data related to a wide variety of state program evaluations and compliance reports including data and reports for Offices of Special Education, Reading First, Bilingual Education, and Title I, II, III, and V.

C.2.4 The NCLB Act was enacted in 2001 as a reauthorization of the Elementary and Secondary Education Act (ESEA). ESEA was first passed by Congress in 1965 (a later reauthorization occurred in 1994 with the passage of the Improving America's Schools Act (IASA). The NCLB Act places strong value on improving student achievement and the use of achievement testing of students at the elementary and secondary levels. States are required to measure the progress of all public school students annually for math and reading in grades 3-8 and at least once during high school. Since the 2007-08 school year, testing has also been required to be conducted in science once during grades 3–5, 6–9, and 10–11.

C.2.5 Building on the foundation of comprehensive academic standards and assessments required of states by the Improving America's Schools Act of 1994 (IASA), NCLB requires high-quality, standards-aligned assessments that are inclusive of a large- scale assessment for students in the general populations and students in the special populations who can participate with accommodations; as well as, an alternate assessment that is designed for students with severe cognitive abilities who are deemed unable to participate in the large-scale assessment.[1] Assessments may take any form so long as the same assessment system is used for all students in a state.

[1] The prior ESEA, IASA Act required tests (assessments) in three grade spans (3-5, 6-9, and 10-12) in reading and Math; and focused on improving the proficiency of children served by Title I programs; did not require a science assessment; and did not contain any of the mandates and sanctions now required for under performing Title I schools and Local Education Agencies (LEA).

C.2.6 In addition, NCLB requires states to establish accountability systems, and teacher preparation and training so that students, teachers, parents, and administrators can measure progress against common expectations for students' academic achievement.

C.2.7 The USDE (Department) ensures compliance with these mandates by conducting peer review validations of state-submitted evidence documenting the state's adherence to NCLB guidelines and criteria for development of standards and assessments. To assist states in developing these academic standards, assessment systems and accountability plans, USDE issues guidelines (1) to inform states about what would be useful evidence to demonstrate that they have met NCLB standards and assessments requirements; and (2) to guide teams of peer reviewers who will examine and the evidence submitted by OSSE to the Department.

C.2.8 In compliance with NCLB requirements, the District of Columbia has developed and implemented reading and mathematics assessments since spring 2006, and science and writing/composition assessments since spring 2008. The District is currently awaiting approval of its reading and mathematics assessments from the United States Department of Education. The state will submit additional documentation for the science assessments in Spring 2009.

C.2.9 The District's current contract for assessment development activities is set to expire in June 2009. In order to continue the development and implementation of operational assessments for the District of Columbia, the Office of Assessment and Accountability seeks to hire a test publisher to provide test development, training, implementation, scoring and reporting of information for the DC CAS assessment system that will begin with the School Year 2010 administration of the assessments. The State intends to maintain the same assessment parameters across assessment forms to ensure alignment and maintenance of current technical standards under NCLB. Specifically, it is the intent of the State to have a fully approved state assessment system under NCLB and not have to initiate the full approval process again.

C.2.10 OSSE holds the state assessment program to be of utmost importance to the measurement and reporting of the achievement of students and schools in the District of Columbia and is committed to the implementation of the regulatory and testing requirements of the NCLB Act. It is vitally important that the chosen Contractor have the skills and experience to understand the subject matter/content that the group will approach; understand the conventions of formal test development; have solid experience in working with states in developing large-scale assessments that meet the demands of NCLB and that are aligned to individual state standards; and have the capacity to conduct "high end" data analysis and data interpretation.

C.2.11 Starting in 2009, the OSSE will begin roll out of a Statewide Longitudinal Data Warehouse (SLED) to serve as the single integration point of education data for students in the District of Columbia. OSSE has contracted with Williams and Adley, LLC. of Washington, DC to build the warehouse. While there will be several data elements not related to assessment in the system, the DC CAS data will be one of its most important components.

C.2.12 The project team for the SLED is anticipating that the reporting for the DC CAS administration in 2009 will be transmitted through the state data warehouse in July of 2009 rather than as an isolated reporting exercise with the contractor. These test data will also serve as the foundation to the reporting of AYP which will also occur out of the Statewide Longitudinal Data Warehouse.

C.2.13 Starting in July 2009, test and AYP reporting will include a growth model accountability element which not only measures a school's performance relative to this year's annual measurable objectives (AMO), but also accounts for predicted performance in future years based on past performance.[2]

C.2.14 While the growth model is not yet used for AYP designations, the OSSE intends to publish growth information alongside traditional AYP information to present the public with a more complete picture of performance in the state (e.g., highlighting schools that might not yet meet the yearly AMO, but are showing growth in student performance on track to meet the AMO). These growth elements will be reported out of the SLED as part of the school level performance reports annually in August.

## C.3 REQUIREMENTS

C.3.1 The contractor shall work closely with the District and with groups of educators to complete the specified tasks. Throughout the contract period, the contractor shall confer with the District on a continuing and consistent basis and shall be involved in periodic face-to-face meetings and telephone conference calls with the District, as well as, meetings with groups of State educators associated with development of Assessment.

### C.3.2 Planning Activities and Tasks

The Contractor shall provide planning documents for the development of the annual assessment program, including:

[2] OSSE has already contracted with a vendor to devise the statistical formula that underlie OSSE's growth model and is not seeking assistance with the development of the model in this solicitation.

C.3.2.1 **Detailed Transition and Management Plan:**

Enumerate the tasks and procedures to be conducted in transitioning from DC CAS 2009 assessment form to a parallel DC CAS 2010 assessment form, including how the new contractor will work with OSSE and the previous contractor to ensure a seamless transition of the DC contract to provide technically sound operational DC CAS assessments for 2010. The transition plan shall describe the process of consultation with OSSE and the former contractor to identify all components of the current DC CAS assessments that are needed to link the current DC CAS assessments to a new and parallel series of DC CAS instruments. The transition plan shall also identify dedicated personnel, roles and responsibilities and identify protocol for gathering and requesting information across contractors and from OSSE.

C.3.2.2 **Detailed timeline:**

Meet all of the contract timelines and deliverables specified in Section F.3 of this RFP.

C.3.2.3 **Standards alignment plan:**

Show the number of aligned items from contractor's available item banks, as well as, the proposed number of items to be customized.

C.3.2.4 **Standard-setting plan:**

Provide a standard-setting plan, if needed during the course of the contract. The use of Bookmark method shall be required.

C.3.2.5 **Plan for technical quality documentation**

**C.3.3 Task 1: Assessment Development, Design, Production, and Shipping**

Develop a plan to support the studies, including but not limited to an alignment study, that are needed to validate the technical quality of 2010 assessments, as needed, including a description of all of the technical documentation required by the US Department of Education for peer review submissions for the 2010 assessments based on the work completed during the course of the contract.

C.3.3.1 **Assessment Content Development and Design**

The Contractor shall develop a standards-based assessment which includes the following qualities:

a. Items which are challenging - including items measuring higher-order thinking skills and problem-solving; and which are capable of measuring the range of student skills found in the student population.
b. Alignment to the state content standards and strands (Section C.1.3);
c. Items which balance multiple-choice formats with constructed response.
d. Analysis showing the depth, breadth, and rigor of the coverage of the proposed test, and describe how the Contractor analyzed the proposed test to determine its relationship to state standards
e. A classification system used to classify each test item and the proportional assignment of items within the taxonomic classification system.
f. State-of-the-art graphics design and item format to annually produce the assessments and companion documents.

C.3.3.2 **Assessment forms**

The Contractor shall develop and produce all of the components of the base (current) DC CAS. The Contractor shall produce two (2) forms per grade/subject (see sections C.3.3.2.1, C.3.3.2.2, C.3.3.2.3, C.3.3.2.4). Each form shall include the qualities described in section C.3.3.1.

C.3.3.2.1 **DC CAS Mathematics**

a. Grades 3-8 and 10
b. 5 strands or reporting categories
c. 54 questions including 51 multiple choice and at least 3 constructed response items (60 points)

C.3.3.2.2 **DC CAS Reading/Language Arts**

a. Grades 3-8 and 10
b. strands or reporting categories
d. 48 questions including 45 multiple choice and at least 3 constructed response items (54 points)

C.3.3.2.3 **DC CAS Science**

a. Grades 5 and 8 and High School Biology
b. Grades 5 and 8 have 5 strands or reporting categories
c. Biology has 7 strands
d. 50 questions including 47 multiple choice and at least 3 constructed response items (53 points)

C.3.3.2.4 **Composition** – one prompt per grade (grades 4, 7, and 10)

a. Grade 4 – narrative
b. Grade 7 – expository
c. Grade 10 – persuasive

C.3.3.3 **Test Blueprints**

The Contactor shall develop test blueprints (for review by the State) with item specifications for the assessments.

C.3.3.4 **Item Development Plan**

The Contractor shall provide an item development plan to expand test items as needed by strand, genre and standard.

C.3.3.5 **Plan for Growth Model Incorporation**

The Contractor shall provide a plan for supporting the DC growth model, including development of an agreed- upon vertical scale

C.3.3.6 **Additional Document Design and Development**

The Contractor shall annually produce the following companion documents for the assessment forms described in Section C.3.3.2:

1) Test Booklets

2) An expanded Teacher's Resource Guide modeled after the existing DC guide

3) Answer documents, Test Directions, Test Coordinators' Manuals, Interpretation Manuals and other necessary ancillary materials.

4) Student ID labels for test booklets.

5) Answer documents at Grades 4 and above, including integrated, consumable booklets for Grade 3 that contain students answer in a booklet with demographic grid.

6) Braille and large-print versions of the assessments, answer sheets, and other necessary materials, in quantities needed. The Contractor shall also provide in the Test Coordinator manuals and teacher directions a listing of the state accommodations appropriate for administration of the tests to students with disabilities and to students with limited English proficiency.

C.3.3.7 **Quantities required**

1) The Contractor shall provide assessments, answer documents, guides, manuals, directions, and other materials outlined in Section C.3.3.2 and C.3.3.6 in the following quantities:

   a. 5,000 per grade level, test, and form
   b. Classroom guides/manuals/direction – 1 per 20 students (on average)

C.3.4 **Task 2: Printing, Packing and Distribution of Assessments**

The Contractor shall print, pack and distribute assessments, answer documents, guides, manuals, directions, and other materials described in Sections C.3.3.2 and C.3.3.6 above in the quantities described in Section C.3.3.7.

C.3.4.1 The Contractor shall distribute and retrieve testing materials to/from approximately 200-300 schools and facilities (including approximately 120 District of Columbia Public Schools, 90 public charter schools and 65 non-public/private special education schools) in the DC metropolitan area and out-of state.

C.3.4.2 The Contractor shall implement a tracking and security system for tracking material shipments and student documents (booklets and answer documents) to/from schools and facilities (including those outside the DC area). The Contractor shall provide a confirmation report on testing material and student document shipments to/from schools and facilities (including those outside the DC area).

C.3.4.3 **Item Ownership/Copyrights**

The OSSE retains ownership of all items developed under this contract, including all products and materials, software, test items, performance tasks and task scoring materials, and test forms created by the contractor for this project.

C.3.4.3.1 The Contractor is restricted from use of secured items within the DC metropolitan area, including within Virginia and Maryland, public and private school systems.

C.3.4.3.2 **Item Maintenance and Public Release Plan**

1). Contractor shall maintain all items, problems, and passages, item stems using a state-of-the-art catalogue system, which must include art, graphics, item statistics including IRT values and p-values from operational and field tests.

2) Contractor shall produce, in consultation with the State, an item release plan and will catalog the new items as they become available

3) Contractor shall prepare an annual report to OSSE on the status of item development including an archive of all items, graphics, and passages with all necessary item statistics and information.

C.3.5 **Task 3: Support during Testing Administration**

The Contractor shall be responsible during this period for providing support to the OSSE and the local education agencies to answer questions, provide extra materials (as needed), and to facilitate prompt and accurate packaging and return of test materials. Specifically, the Contractor shall:

C.3.5.1 Conduct and provide materials for city-wide test administration meetings for approximately 500 participants on-site and web-based for out-of-state schools educating District of Columbia public school students.

C.3.5.2 Develop and provide an on-line enrollment procedure to ensure most accurate enrollment counts for material printing and distribution.

C.3.5.3 Provide Help-line support for schools and LEAs

a. Needing extra materials
b. With questions about materials, shipping, and administration

The Help-line shall be maintained daily (Monday- Friday) between 8:30 AM and 5:00 PM from March – April annually. Personnel manning the help-line shall have knowledge of school-based test administration and capacity to respond to and resolve questions about materials, shipping and administration.

C.3.6 **Task 4: Collection, Scanning, Scoring, and Data Quality Control**

C.3.6.1 The Contractor shall be responsible for collection of the assessments; scanning and scoring of the assessments; producing the measurement scale; and analyzing the data. The Contractor shall provide the personnel and technological resources to complete these activities accurately and on schedule. The Contractor shall provide the following state-of-the-art scanning, scoring, equating, analysis and reporting services:

C.3.6.2 **Tracking and Security**

C.3.6.2.1 The Contractor shall develop and implement a state-of-the-art tracking and security system for tracking assessment material shipments and storing materials after testing to maintain the security and confidentiality of the state assessment program. This is crucial for ensuring valid test scores and providing standard and

equal testing opportunities for all students. The Contractor shall consult with the State in determining test security guidelines.

C.3.6.2.2 The Contractor shall provide daily tracking reports of materials shipped to the Contractor for scoring and storage.

C.3.6.2.3 The Contractor shall provide a plan to maintain test answer documents for at least one (1) year while ensuring that electronic information is maintained over time.

C.3.6.3 **Scanning, Scoring and Equating**

a. By May 29th of each year, the Contractor shall provide preliminary electronic score files including raw scores and item data by student, school, and grade, as well as

b. By June 5th of each year, the contractor shall provide final electronic score files including performance level and scale score data for all students.

c. Range-finding for extended response, open-ended and constructed response items

d. Contractor shall equate all forms to a common scale after each test administration.

C.3.7 **Task 5: Distribution of Assessment Results**

By July 15th of each year, the Contractor shall deliver to schools, LEAs, the DC Public Charter School Board (DC PCSB) and the state final reports, including but not limited to those listed below:

a. User-friendly individual student/parent/family reports, school summary reports, classroom rosters, classroom summaries, and item analyses, and parallel LEA, and SEA reports.

b. Reports including item and strand-level data at the student level to accommodate OSSE's school-level analysis.

C.3.7.1 **Integration of Data with Other OSSE Reporting Systems**

The Contractor shall work with the OSSE to ensure that reports are capable of being integrated into locally-developed reporting tools, including the SLED and the annual OSSE Report Cards.

C.3.7.1.1 From an operational standpoint, the Contractor shall begin working with the Williams and Adley team immediately upon award of the contract to begin

planning the integration of DC CAS data into the system's architecture. This work shall include:

a. Mapping the data elements returned after scoring to the architecture of the SLED.

b. Working with the Williams and Adley team and the OSSE to devise an extraction, transform, and load (ETL) procedure.

c. Working with the Williams and Adley team to ensure that any test reporting appears consistent with OSSE's requirements.

C.3.7.1.2 The contractor shall in addition to working with the Williams and Adley team to integrate DC CAS data with the SLED, the Contractor shall also work with the OSSE Office of Accountability and Assessment to ensure that DC CAS data feeds into the statistical calculations of the growth model.

C.3.7.1.3 Contractor shall include in its project plan the steps required to coordinate reporting activities with the SLED team and with the Office of Assessment and Accountability to ensure that the DC CAS data is included in the growth model and fed into the SLED for school performance reporting.

C.3.7.1.4 The Contractor shall provide human and technological resources needed to complete the tasks necessary for scoring and reporting in the required time period.

C.3.7.1.5 The Contractor shall utilize every means required to ensure that information created by the project is correct. The Contractor shall be responsible for correcting any errors arising from activities that are the responsibility of the Contractor at the Contractor's expense, including conducting analyses to identify the cause and extent of errors; reprinting or reproducing products or other materials; replacing files; reproducing reports; shipping replacement products or reports to the State or LEAs using expedited shipping services.

C.3.8 **Task 6: Analysis and Reporting**

The delivery dates for the assessment reports produced by the Contractor necessitates a restricted time period for completion of calibrating, equating and other scoring activities. The Contractor shall consult with the State in identifying data, the analyses needed, and necessary timeline to provide data and reporting for state accountability decisions (including Adequate Yearly Progress) and reporting test results.

C.3.8.1 **Erasure Analysis**

At a minimum, the Contractor shall conduct an annual erasure analysis to determine whether student scores were inappropriately influenced.

### C.3.9 Task 7: Technical Reports

In addition to producing reliable and valid assessment instruments, the Contractor shall produce a number of technical studies, data and reports, including an annual technical report; a standard-setting report, if required; technical manuals and other documents required for Peer Reviews.

#### C.3.9.1 Annual Technical Report

The Contractor shall produce an Annual Technical Report with the following technical qualities:

a. Assessments aligned to state content standards.

b. Item Response Theory (IRT) equated forms.

c. Valid and reliable assessments. Contractor must provide annual evidence of the tests reliability and validity.

d. Item development and selection design that reliably measures achievement and growth across grades.

e. Item selection guided by field-test data and bias and sensitivity reviews by teacher panels.

f. Bias reviews must include examination of possible gender, ethnicity, regional, and religious bias.

g. Documentation of a vertical scaling design inclusive of process and psychometrics.

#### C.3.9.2 Item Selection and Sensitivity Report

The Contractor shall annually produce a report of item selection/test bias/sensitivity and range-finding tasks.

#### C.3.9.3 Other Technical Reports

The Contractor shall develop technical manuals and all other documents as required for USDE Peer Reviews, and as agreed-upon by Contractor and the OSSE

C.3.10 **Task 8: Training/Professional Development and Item Development Panels**

The Contractor shall provide consultant services in developing and providing training on the administration of the assessments and on the interpretation of the test data and reports, including the following:

C.3.10.1 Contractor shall provide training for state (DC) educators (generally two-day sessions) to engage in item review, bias/sensitivity, Test Chairperson training, report interpretation and range-finding tasks.

C.3.10.2 Contractor shall provide training prior to assessments for school test coordinators and provide quality training materials to permit training at the school level.

C.3.10.3 Contractor shall provide training after the assessments are administered to aid schools in the interpretation of the results.

C.3.10.4 In consultation with the State, the Contractor shall conduct meetings of the Technical Advisory Committee no less than four times a year

C.3.10.5 In compliance with DC regulations and as allowed by Title VI, the Contractor shall provide food and beverages as needed for extended training where food is not readily available near the development site (e.g., all day trainings). These provisions may include a continental breakfast with beverages for a morning meetings, desert or snack tray and beverages for afternoon meetings and lunches consisting of sandwiches or selections with similar costs when working lunches are required.

C.3.10.6 **Additional Training**

Provide additional professional development using national experts around such topics as (but not limited to) content specific use of test data, multiple choice item development, and developing writing rubrics.

C.3.10.6 Administer stipends for DC educators/stakeholders participating in test development training and professional development activities.

C.3.10.7 **Optional Requirements:**

The Contractor shall develop and submit a price estimate for the following optional assessment development task for consideration by OSSE:

(1) Test items for release (25% of multiple choice items per grade per subject matter in English Language Arts, Mathematics, and Science)

## D.1 SECTION D: PACKAGING AND MARKING

D.1.1 The packaging and marking requirements for the resultant 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. Please see Section F3.

## E.1 SECTION E: INSPECTION AND ACCEPTANCE

E.1.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007. The OSSE COTR will monitor the schedule to ensure proper and timely performance by the Contractor.

# F. SECTION F: DELIVERIES OR PERFORMANCE

## F.1 TERM OF CONTRACT

The term of the contract shall be from July 1, 2009 through June 30, 2010 for the base year (School Year 2009-2010).

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

F.2.1 The District may extend the terms of the contract for a period of four (4) one year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a 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 (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 periods shall be as specified in the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

## F.3 DELIVERABLES

The Contractor shall provide all the deliverables to the COTR on the due dates listed below. All dates are calendar days. The first administration of the District of Columbia Comprehensive Assessment System (DC CAS) shall be in April 2010.

[redacted]

| | | | | |
|---|---|---|---|---|
| **F.3.1** | **Planning and Project Management Activities** | | | |
| 1. | Conceptual transition and project management Plan as described at C.3.2.1 | N/A | Submitted with Proposal | |
| 2. | Projected timeline of deliverables [C.3.2.2] | N/A | Submitted with Proposal | |
| 3. | Conceptual Standards alignment analysis/plan as described at Section C.3.2.3 | N/A | Submitted with Proposal | |
| 4. | Conceptual plan for documentation of technical quality of assessments | N/A | Submitted with Proposal | |
| **F.3.2** | **Task 1: Assessment Development, Design, Production & Shipping** | | | |
| 5. | Submit approved test blueprint and test specifications for 2010 assessment as described at Sections C.3.3.1, C.3.3.2 and C.3.3.3 | N/A | Within 2 weeks of contract award | Electronic and hard copy |
| 6. | Submit approved item development plan to expand test items as needed by strand, genre, and standard as described at C.3.3.4 and C.3.4.3.2(2). | N/A | Within 2 weeks of contract award | Electronic and hard copy |
| 7. | Conceptual plan for supporting the DC growth model including development of agreed-upon vertical scale as described at C.3.3.5 | N/A | Timeline to be agreed upon after contract award | Electronic and hard copy |
| 8. | Annual and as-needed item selection /test bias/sensitivity and range-finding task work groups. Descriptions of process and findings required. [C.3.10.1] | N/A | Summer 2009 | Electronic and hard copy |
| 9. | Test documents (booklets or items, blueprints, etc) provided for alignment | N/A | No later than December 31st | Electronic and hard copy |

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|---|---|---|---|---|
| | study as described at C.3.2.3 and C.3.2.5 | | | |
| 10. | Test design and forms design completed as described at C.3.3.1 and C.3.3.2. Presentation of final design of operational test(s), including graphics, for approval by OSSE. | N/A | No later than December 31st | Electronic and hard copy |
| 11. | Updates on technical procedures used in developing the instruments | N/A | Ongoing and no later than December 31st | Electronic and hard copy |
| 12. | Design of Test report formats and requirements as described at Sections C.3.8 and C.3.9. Report forms shall be approved by OSSE. | N/A | No later than December 31st | Electronic and hard copy |
| 13. | Test answer sheets for grades 4 and above and for test booklets for grade 3 and for composition tests designed and approved by OSSE [C.3.3.6(5)] | N/A | No later than December 31st | Electronic and hard copy |
| 14. | Companion documents, including test administration directions, test chairpersons' administration and interpretation manuals as described at Section C.3.3.6 designed and approved by OSSE | N/A | No later than December 31st | Electronic and hard copy |
| 15. | Test forms for reading, math, science, and composition as described in C.3.3.2 and C.3.3.7 | 5,000 per grade level (approximately 35,000) | No later than December 31st | Electronic and hard copy |
| 16. | Answer documents as described in Section C.3.3.6 and C.3.3.7 | 5,000 per grade level (approximately 35,000) | No later than December 31st | Electronic and hard copy |
| 17. | Answer documents, test directions, test coordinators' manuals, and other ancillary materials for test administration as needed [C.3.3.6 (2) and (3)] | For classroom documents —1 per 20 students | No later than December 31st | Electronic and hard copy |
| 18 | Student ID labels for test booklets | TBD based on online | March-April | Electronic and |

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|---|---|---|---|---|
| | [C.3.3.6 (4)] | enrollment | | hard copy |
| **F.3.2 Task 2: Printing, Packing, Shipping/Distribution** | | | | |
| 19. | Printed tests and customized answer sheets [C.3.4] | (see quantities described above for Task 1) | March-April | Hardcopies shipped to schools |
| 20. | Large print and Braille booklets [C.3.3.6 (6)] | Approxim-ately 25 per grade | March-April | Hard copies shipped to schools |
| 21. | Test material distribution to and retrieval from public schools, public charter schools and private special education schools as described in Section C.3.4.1 | _ | March-April | Hard copies shipped to schools |
| 22. | Confirmation report on testing material and student document shipments to/from schools and facilities (including those outside the DC area) as described in Section C.3.4.2 | __ | March-April | Electronic |
| **F.3.3 Task 3: Support During Testing Administration** | | | | |
| 23. | City-wide test administration meetings on-site and web-based for out-of-state schools [C.3.5.1] | Materials for approx. 500 participants | March-April | __ |
| 24. | School Online-enrollment registration [C.3.5.2] | __ | TBD | Electronic |
| 25. | Help-line support for schools and LEAs as described at Section C.3.5.3 | __ | March-April | Electronic and/or telephone |
| **F.3.4 Task 4: Collection, Scanning, Scoring, Data Quality Control** | | | | |
| 26. | Scanning and scoring for test documents as described in Section C.3.6.3 | __ | Prelim. score files by May 29th; and final June 5th | Electronic |

| | | | | |
|---|---|---|---|---|
| 27. | Tracking reports for materials shipped to the Contractor for scoring and storage. [Section C.3.6.2.2] | | Daily, post-administration of tests | Electronic |
| 28. | Plan to maintain answer documents as described in Section C.3.6.2.3 | __ | March-April | Electronic |
| **F.3.5** | **Task 5: Distribution of Assessment Results** | | | |
| 29. | Standards-based reports distributed to schools, LEAs and the State as described in Section C.3.7 | | by July 15th, annually | Printed hard copy reports to schools; and copies indicated below to the State, DCPS and DC PCSB[3] |
| 30. | Integration of Data with Other OSSE Reporting Systems as described in Section C.3.7.1 | __ | TBD | Electronic |
| 31. | Assistance in preparing information to be communicated to educators, parents and community [C.3.7.1] | | TBD | TBD |
| **F.3.6** | **Task 6: Analysis and Reporting** | | | |
| 32. | Erasure analysis [C.3.8.1] | __ | TBD | Electronic and hard copy |
| 33. | Test interpretation meetings [C.3.10.3] | Materials for approx. 500 participants | TBD | TBD |
| **F.3.7** | **Task 7: Delivery of Technical Report(s)** | | | |
| 34. | Annual Technical Report as described at Section C.3.9.1 | | By June 30th, annually | Electronic and hard copy |
| 35. | Required technical studies, reports and data, including standard-setting report and item selection and sensitivity report – if required [C.3.9 and C.3.9.2] | | TBD | TBD |

[3] Electronic and pdf of hard copies for all schools to State; electronic and pdf for DCPS/non-public schools to DCPS Assessment Office; electronic and pdf of hard copies for all charter schools to the DC Public Charter School Board; hard copies to schools

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|---|---|---|---|---|
| 36. | Technical manuals and all other documents as required for Peer Reviews [C.3.9.3] | | TBD | TBD |
| **F.3.8** | **Task 8: Training/Professional Development and Item Development Panels** | | | |
| 37. | Teacher resource guides (C.3.10) | | TBD | TBD |
| 38. | Training for state (DC) educators to engage in item development and review, bias/sensitivity, test administration, report interpretation and range-finding tasks [C.3.10.1, C.3.10.2, and C.3.10.3] | | TBD | TBD |
| 39. | Refreshments for citywide test administration, interpretation and test development meetings as described in Section C.3.10.5 | | TBD | TBD |
| 40. | Host Technical Advisory Committee (TAC) meetings as described in Section C.3.10.4 | | TBD - at least four times per year | TBD |
| | | | | |

## F.4.1 PLACE OF PERFROMANCE

F.4.1.1 Performance will take place at the Contractor's site and at 51 N Street, N.E. Washington, DC.

F.4.1.2 Any reports that are required pursuant to H.5.5 of the 51% District Residents New Hires Requirements and First Source Employment Agreement are to be submitted to the District as a deliverable. If the report is not submitted as part of the deliverables, final payment to the contractor shall not be paid.

# SECTION G: CONTRACT ADMINISTRATION DATA

## G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor on a quarterly basis, 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 quarterly basis in accordance with the Payment Schedule in G..4.1. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Name: Kevin Clinton, Agency CFO
Address: 441 4th St, NW 1100 South
Washington, DC 20001
Telephone: (202) 442-6143 (W) and (202) 906-0419 (Cell)

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 (Contractors shall 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.2.2.5.1 Name, title, phone number of person preparing the invoice;

G.2.2.5.2 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.5.1 above) to be notified in the event of a defective invoice; and

G.2.2.5.3 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 must 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 CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

## G.4 PAYMENT

The Contractor will be paid in accordance with the following payment schedule:

G.4.1 **Payment Schedule**

| Payment No. | Deliverables | Payment % |
|---|---|---|
| 1 (1st. Qtr.) | Deliverables F.3.2.5 through F.3.2.8 | 25% |
| 2 (2nd Qtr.) | Deliverables F.3.2.9 through F.3.2.17 | 25% |
| 3 (3rd Qtr.) | Deliverables F.3.1.18; F.3.2; F.3.3; F.3.4.28; F.3.8.37 through F.3.8.39 | 25% |
| 4 (4th Qtr.) | Deliverables F.3.4.26, F.3.4.27; F.3.5; F.3.6; F.3.7; and F.3.8.35 | 25% |
| | | |

## G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:
Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

## G.6 THE QUICK PAYMENT CLAUSE

### G.6.1 Interest Penalties to Contractors

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:

C.6.1.1 the 3rd day after the required payment date for meat or a meat product;

C.6.1.2 the 5th day after the required payment date for an agricultural commodity; or

C.6.1.3 the 15th day after the required payment date for any other item.

G.6.1.4 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

### G.6.2 Payments to Subcontractors

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

C.6.2.1.1 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

C.6.2.1.2 Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier 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.

C.6.2.3 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:

C.6.2.3.1 the 3rd day after the required payment date for meat or a meat product;

C.6.2.3.2 the 5th day after the required payment date for an agricultural commodity; or

C.6.2.3.3 the 15th day after the required payment date for any other item.

G.6.2.4 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.6.2.5 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.7 CONTRACTING OFFICER (CO)

G.7.1 Contracts will be entered into and signed on behalf of the District only by contracting officer (CO). The name, address and telephone number of the CO is:

Jim Marshall
441 4th St, N.W. Room 700 South
Washington, DC 20001
Telephone: 202-724-4197
Email: Jim.Marshall@dc.gov

## G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer 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 Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, 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 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract.

G.9.2 In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract.
The COTR for this contract is:

Fonda Sutton, Project Director for Assessment and Accountability
Office of the State Superintendent of Education
Division of Education Excellence
51 N Street, NE, 7th Floor
Washington, DC 20002
(202) 741-0470 (office)
(202) 724-7656(fax)
*Fonda.Sutton@dc.gov* (email)

G.9.3 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.4 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; 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.1.2 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.1.3 The Contractor shall negotiate an Employment Agreement with the 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

H.2.1 The Contractor shall be bound by the Wage Determination No.2005-2103, Rev. 6, dated May 29, 2008, 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.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer 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

H.3.1 The Contractor shall at all times obtain the prior written approval from the Contracting Officer 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

H.4.1 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 COTR designated in subsection G.9 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.

H.4.2 If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. 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.2.4) in which the Contractor shall agree that:

H.5.2.1 (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and

H.5.2.2 (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 each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") is verifying 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:

H.5.5.1 (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or

H.5.5.2 (2) Submit a request to the Contracting Officer 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 Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

H.5.6.1 (1) A good faith effort to comply is demonstrated by the Contractor;

H.5.6.2 (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.

H.5.6.3 (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or

H.5.6.4 (4) DOES certify 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 Contracting Officer 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 Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

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 Contracting Officer 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 the contract any decision of the Contracting Officer 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 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

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

During the performance of the 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 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 l973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 et seq.

**H.9 WAY TO WORK AMENDMENT ACT OF 2006**

H.9.1 Except as described in H.9.9 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 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.9.2 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.9.3 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.9.4 The Department of Employment Services 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.9.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.2 to each employee and subcontractor who performs services under the contract.

H.9.6 The Contractor shall also post the Notice attached as J.1.3 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.9.7 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.9.8 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.9.9 The requirements of the Living Wage Act of 2006 do not apply to:

H.9.9.1 (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

H.9.9.2 (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;

H.9.9.3 (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

H.9.9.4 (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;

H.9.9.5 (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;

H.9.9.6 (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;

H.9.9.7 (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;

H.9.9.8 (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));

H.9.9.9 (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

H.9.9.10 (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.9.10 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.10 DISTRICT RESPONSIBILITIES

The District shall provide all information necessary in order for the selected Contractor to be able to perform the task as identified in this solicitation.

### H10.1 Responsibilities of the District of Columbia Office of the State Superintendent of Education (Office of Assessment and Accountability)

H.10.1.1 The Office of Assessment and Accountability will:

a. Meet with the Contractor and the current contractor to establish plan to transition to new assessments;
b. Work closely with the Contractor to ensure all tasks are completed. The OSSE must approve all procedures, processes and products used by the Contractor to complete the contract work;
c. Provide reading and mathematics content standards, curriculum documents, and other materials as required by the publisher;
d. Select the test development option that meets the criteria and costs for DC;
e. Review and discuss proposed schedules and deliverables;
f. Provide school codes, names, addresses, telephone numbers, name of contact person and quantities of materials needed for each school site;
g. Provide student data tape with student demographics;
h. Provide communications to LEAs regarding task groups that will participate in the development process;
i. Provide communications to LEAs regarding training, reporting, and other information;
j. Collaborate with LEAs to identify educators to participate in any specified meetings; and
k. Review, discuss and approve all deliverables in accordance with the established time schedules. The OSSE may appoint and utilize a committee or committees of technical advisors for this purpose.

## H.11 CONTRACTOR RESPONSIBILITIES

The Contractor has the following responsibilities:

### H.11.1 Diversion, Reassignment and Replacement of Key Personnel

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

## H.12 AUDITS AND RECORDS

H12.1 As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

# SECTION I: CONTRACT CLAUSES

## I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

I.1.1 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 resulting from this solicitation. 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

I.2.1 Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

## I.3 CONFIDENTIALITY OF INFORMATION

I.3.1 All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

## I.4 TIME

I.4.1 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.5.7.1 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

I.5.7.2 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 Contracting Officer 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

I.6.1 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

I.7.1 The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. 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

### I.8.1 GENERAL REQUIREMENTS.

I.8.1.1 The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. 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; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

I.8.1.2 **Certificate of Insurance Requirement.** The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.

I.8.1.2 **Commercial General Liability Insurance.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries $1,000,000 limits per occurrence; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL2503 per project endorsement, and shall include the District of Columbia as an additional insured.

I.8.1.2.1 **Commercial General Liability Insurance**. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries $1,000,000 limits per occurrence; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL2503 per project endorsement, and shall include the District of Columbia as an additional insured.

I.8.1.2.2 **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 the contract. The policy shall cover the operations performed under the contract with a $1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

I.8.1.2.3 **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.

I.8.1.2.4 **Employer's Liability Insurance.** The Contractor shall provide employer's liability insurance as follows: $1,000,000 per accident for injury; $1,000,000 per employee for disease; and $1,000,000 for policy disease limit.

I.8.1.2.5 **Umbrella or Excess Liability Insurance.** The Contractor shall provide umbrella or excess liability insurance as follows: $2,000,000 per occurrence, with the District of Columbia as an additional insured.

I.8.1.2.6 **Professional Liability Insurance (Errors & Omissions).** The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

I.8.1.2.6.1 The policy shall provide limits of $1,000,000 per occurrence for each wrongful act and $1,000,000 per aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

I.8.1.2.7 **Crime Insurance**. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of $1,000,000 per occurrence for each wrongful act and $1,000,000 per aggregate for each wrongful act.

I.8.2 **DURATION**

I.8.2.1 Except as proved in I.8.1.2.6, the Contractor shall carry all insurance until all contract work is accepted by the District.
Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

I.8.3 **CONTRACTOR'S PROPERTY**

I.8.3.1 Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

I.8.4 **MEASURE OF PAYMENT**

I.8.4.1 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.

**I.9 EQUAL EMPLOYMENT OPPORTUNITY**

I.9.1 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.2.1. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

## I.10 ORDER OF PRECEDENCE

I.10.1 Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

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

I.11.1 Any contract in excess of $l,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

# J. SECTION J: LIST OF ATTACHMENTS

**J.1** Attachments

J.1.1 Wage Determination No. 2005-2103 Rev.6, May 29, 2008

J.1.2 Living Wage Act Fact Sheet

J.1.3 The Living Wage Act of 2006

**J.2** **INCORPORATED ATTACHMENTS** (The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the offer.)

J.2.1 E.E.O. Information and Mayor's Order 85-85

J.2.2 Tax Certification Affidavit

J.2.3 Past Performance Evaluation

J.2.4 First Source Employment Agreement

J.2.5 Cost/Price Data Package

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

## K.1 AUTHORIZED NEGOTIATORS

K1.1 The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

_____

_____

## K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that

K.2.1.1 It operates as:
a corporation incorporated under the laws of the State of: _____
an individual,
a partnership,
a nonprofit organization, or
a joint venture.

K.2.1.2 If the offeror is a foreign entity, it operates as:
an individual,
a joint venture, or
a corporation registered for business in (Country)

## K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

K.3.1 Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror_____Date_____

Name_____Title_____

Signature_____

K.3.2 Offeror ____has ____has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror____has ____has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-offerors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

**K.4 BUY AMERICAN CERTIFICATION**

K.4.1 The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.
_____EXCLUDED END PRODUCTS
_____COUNTRY OF ORIGIN

**K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

K.5.1 Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause13 of the SCP.

**K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

K.6.1 Each signature of the offeror is considered to be a certification by the signatory that:

K.6.1.1 The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

(1) those prices
(2) the intention to submit a contract, or
(3) the methods or factors used to calculate the prices in the contract.

K.6.1.2 The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

K.6.1.3 No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

K.6.1.4 Each signature on the offer is considered to be a certification by the signatory that the signatory:

K.6.1.4.1 Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (6.1.1)(1) through (6.1.1)(3) above; or

K.6.1.4.2 Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (6.1.1)(1) through (6.1.1)(3) above:
(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);

K.6.1.4.2.1 As an authorized agent, does certify that the principals named in subdivision (6.1.1)(2) have not participated, and will not participate, in any action contrary to subparagraphs (6.1.1)(1) through (6.1.1)(3) above; and

K.6.1.4.2.2 As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (6.1.1)(1) through (6.1.1)(3) above.

K.6.1.4.3 If the offeror deletes or modifies subparagraph (6.1.1)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## K.7 TAX CERTIFICATION

K.7.1 Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.2.

# SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

## L.1 CONTRACT AWARD

### L.1.1 Most Advantageous to the District

L.1.1.1 The District intends to award a single contract resulting from this solicitation to the responsive, responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified in this solicitation. Proposals will be evaluated on the basis of technical and cost proposals for the tasks described.

### L.1.2 Initial Offers

L.1.2.1 The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

## L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 The proposal shall consist of two separately bound sections, a technical proposal and a price proposal. Proposals must be submitted in sealed envelopes conspicuously marked: One original and five (5) 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. DCGD-2009-R-0036.

L.2.2 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 services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the Section C.

L.2.1 **TECHNICAL PROPOSAL**

The offeror's technical proposal shall, at minimum, demonstrate the following:

L.2.1.1 ***Technical Approach***

L.2.1.1.1 Each proposal will be reviewed to ensure that each offeror has met the following minimum eligibility criteria for consideration, including, at a minimum:

- Project requirements are addressed
- Project development approach is provided
- Project technical considerations are addressed
- Project management plan is provided – including a plan for coordination over the transition period

L.2.1.1.2 Thoroughness and quality of proposal, Demonstrated Technical Expertise and approach. Special attention will be given to the quality of transitional test design from 2009 DC CAS to DC CAS 2010; and the quality of the alignment document.

L.2.1.1.3 Conceptual work plan with description of procedures and processes for implementation of the contract, communication with client and procedures for quality assurance.

L.2.1.1.4 Timeline of a projected work-plan according to Section C.3.

L.2.1.1.5 Evidence/description of demonstrated ability to meet Timeline for all deliverables. The Contractor may use evidence of success in administering other contracts of similar size and scope.

L.2.1.1.6 Detailed conceptual transition plan describing how the 2010 assessments will be developed and transitioned from the current DC CAS assessments –and ensuring continued technical quality requirements, parallel formats, scaling and equating

L.2.1.1.7 Detailed conceptual plan for developing and releasing additional forms of the assessment by September 2009 as described at Section L.2.3.2 - including test items/questions that are representative of the content and skills of the District of Columbia content standards, and can be used to supplement classroom instruction, provide additional insight into the content of the assessment, and show what students know and can do.

L.2.1.1.8 The methodology to be used to complete the requirements in the timeframe required, expected course target areas and focus in accordance with Section C.3.

L.2.7 ***Optional Requirements:*** *Development of additional forms of the assessment (and items) for release, as described at L.2.3.2* Submission of a price estimate for

development of additional forms of the assessment (and items) for release, as described at L.2.3 and Section C. 3.10.7

L.2.1.2 ***Past Performance***

L.2.1.2.1 Description of at least three (3) current or recent large district contracts of comparable size and scope as described in Section C.3, including a brief description of the work, the name of state contact persons, titles, addresses and telephone numbers.

L.2.1.2.2 At least three (3) relevant client references within the last three (3) years for whom the offeror has provided similar services. Include a brief description of the work, the name of the state contact persons, titles, addresses and telephone numbers. Offerors shall have its client references complete

Attachment J.2.3 – Complete Past Performance Evaluation Form and return directly to the contact name on page 1 of this solicitation.

L.2.1.2.3 Sample documents created in the design, development and production of other state or large district assessment programs of comparable size and scope as described in Section C.3, including, but not limited to the following:

(1) Sample report designs and mock-ups and other documents developed for use in other state or district assessment programs of comparable size and scope as described in Section C.3 – e.g. test directions, test chairpersons' manuals, guides to interpretations, sample tests, answer folders, technical manuals, and samples of technical documentation submitted to the USDE for assessment system compliance, etc.

(2) Examples of any other ancillary materials owned or developed to support state assessment programs of comparable size and scope as described in Section C.3

(3) Examples of CRT test blueprints from other contracts including outline of standards, scoring units, CRT reporting units, and skills and concepts

(4) Examples of a standard setting report developed for another state

(5) Sample test items that would be used with the DC assessments

(6) Test blueprints developed for other state or district assessment programs of comparable size and scope

(7) Description of prior work done with growth model analysis in state assessment programs of comparable size and scope as described in Section C.3

L.2.1.2.4 Evidence of any independent evaluation or rating of the quality of the Contractor's test development, production and consulting services

***L.2.1.3 Corporate Capability, Qualification and Experience***

L.2.1.3.1 The offeror must have expert knowledge and practical experience with the conventions of formal test development – including developing, constructing and scoring high-quality assessments. The offeror must demonstrate this capacity in the proposed assignment of personnel and/or subcontractors to complete the tasks described in Section C.3 The offeror shall provide a staffing plan covering the requirements of the RFP and demonstrating the offeror's qualifications in the following areas:

- Extensive experience in Technical project management of large-scale assessment programs – including the use of innovative technology for delivering assessment results and/or reporting assessment data (eg., web-based development/presentation of assessment forms).
- Providing seamless transitions from existing assessment systems to new, but parallel forms of existing assessment systems.
- Extensive experience in developing, constructing and scoring assessments that meet the demands of NCLB; these states must have been approved or are pending approval by the USDE
- Extensive knowledge and successful experience in helping states pass the peer review process for assessment and accountability
- Working with states to develop customized and augmented assessments that are aligned to individual state standards.
- Extensive technical knowledge and experience in scaling and equating
- Extensive experience in assessing students with disabilities and diagnostic testing
- Extensive experience in data systems and data analysis including experience with SPSS and/or SAS
- Experience with conducting "high end" data analysis and data interpretation
- Knowledge and experience in the development and implementation of growth models
- The technical capability to complete the printing, distribution, scanning, scoring and reporting tasks required, including the submission of an annual technical manual.
- Extensive experience in designing and implementing professional development for educators' input into and administration of the assessment program
- Extensive experience providing assessment-related consulting services to state education agencies

L.2.1.3.2 The offeror shall provide resumes of qualified Key Personnel, their technical experiences in other states or large district assessment projects of comparable size

and scope and a narrative description the roles and responsibilities that they will have on the District of Columbia contract. A project director or equivalent who oversees the management and coordination of each major component shall be identified.

L.2.1.3.3 Offeror must also demonstrate expertise on the following components:

- Familiarity with the Bookmark standard setting procedures; must have knowledge of current research around growth models. The contractor must document the technical capability to complete the printing, distribution, scanning, scoring and reporting tasks required.
- Clear understanding of the regulations regarding students in special populations relative to the development of large-scale assessment systems that are bias and sensitivity free.
- Knowledge of current research around growth models.
- Capacity to produce materials with high quality item formats and state-of-the-art graphics design.
- Ability to provide support for federal compliance

L.2.1.3.5 The proposal should also include the following components and documents to show evidence of the offeror's experience and capacity to effectively complete the required tasks of the contract:

L.2.1.3.5.1 Transition/Management plan completed.

L.2.1.3.5.2 Projected timeline of deliverables

L.2.1.3.5.3 Initial alignment analysis (reading, math and science) – demonstrating that contractor has sufficient item pools

L.2.1.3.5.4 Identification of components and studies required in transitioning from DC CAS 2009 to 2010.

L.2.1.3.5.5 Identification of number of items available from the contractor's item banks

L.2.1.3.5.6 Sample reports, designs, mock-ups, and other documents to demonstrate capacity

L.2.1.3.5.7 Technical reports from other state assessment contracts

L.2.1.3.5.8 The Contractor shall provide samples of technical documentation submitted to the U. S. Department of Education for assessment system compliance in work on other state testing
contracts.

L.2.1.3.5.9 Sample report designs and report mock-ups and other sample documents such as, school, LEA and SEA Reports that are NCLB compliant which demonstrate the capability of the contractor and quality of materials developed for other clients.

***L.2.1.4 Representation, Certifications and Other Statements of offeror (Section K of this RFP)***

L.2.1.4.1 Offeror has complied with Section K of the RFP as applicable.

***L.2.2* PRICE PROPOSAL**

L.2.2.1 This section shall be submitted under a separate cover titled "Price Proposal". The offeror shall provide a total cost under Section B "Price Schedule" and include the total price for the entire project for Base and Option years. The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal} \times 20}{\text{Price of proposal being evaluated}} = \text{evaluated price score}$$

***L.2.3 Price Proposal for Optional Requirements***

L.2.3.1 Provide proposed costs for the following additional tasks:

L.2.3.2 Assessment Forms for Test items for release (25% of multiple choice items per grade per subject matter in English Language Arts, Mathematics, and Science)

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

### L.3.1 Proposal Submission

L.3.1.1 **HAND DELIVERY OR MAILING OF SOLICITATION**

L.3.1.2 Proposals must be submitted by 2:00 PM on April 9, 2009.

Deliver or Mail to:
Office of Contracting and Procurement (OCP)
441 4th Street, N.W.
Suite 703 South – Bid Room
Washington, DC 20001
Attention: Janet Spevak

L.3.1.3 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:

L.3.1.3.1 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;

L.3.1.3.2 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

L.3.1.3.3 The proposal is the only proposal received.

L.3.2 **WITHDRAWAL OR MODIFICATION OF PROPOSALS**

L.3.2.1 Any 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**

L.3.3.1 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**

L.3.4.1 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**

L.3.5.1 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**

L.4.1 If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the attention of Janet Spevak, Contracts Specialist at Janet.Spevak@dc.gov. The prospective offeror shall submit questions no later 2:00 p.m. on March 24, 2009. 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**

L.5.1 Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise Jim Marshall, Contracting Officer OCP, 441 4th Street, NW, Room 700 S, Washington, DC 20001 and phone number 202-724-4197, 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 OSSE of the reason for not submitting a proposal in response to this solicitation.

L.5.2 If a recipient does not submit an offer and does not notify the Contracting Officer, Office OSSE 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:

L.6.2 "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.

L.6.3 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.6.4 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 PROPOSAL PROTESTS

L.7.1 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.8 SIGNING OF OFFERS

L.8.1 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.9 UNNECESSARILY ELABORATE PROPOSALS

L.9.1 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.10 RETENTION OF PROPOSALS

L.10.1 All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

## L.11 PROPOSAL COSTS

L.11.1 The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

## L.12 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

L.12.1 In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted 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, subject to applicable FOIA exemption under Section 2-534(a)(1).

## L.13 CERTIFICATES OF INSURANCE

L.13.1 The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within five (5) days of contract award to:

Jim Marshall
Contracting Officer
441 4th St, N.W. Room 700 South
Washington, DC 20001
202-724-4197
Jim.Marshall@dc.gov

## L.14 ACKNOWLEDGMENT OF AMENDMENTS

L.14.1 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.15 BEST AND FINAL OFFERS

L.15.1 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 their 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.

L.15.2 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.16 LEGAL STATUS OF OFFEROR

L.16.1 Each proposal must provide the following information:

L.16.1.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of offeror;

L.16.1.2 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.16.1.3 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.17 FAMILIARIZATION WITH CONDITIONS

L.17.1 Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties, which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

## L.18 STANDARDS OF RESPONSIBILITY

L.18.1 The prospective contractor must demonstrate to the satisfaction of the District the

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

L.18.1.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.18.1.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.18.1.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.18.1.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.18.1.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.18.1.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.18.1.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.18.1.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or no responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be no responsible.

## L.19 KEY PERSONNEL

L.19.1 The offeror shall provide the names and titles of the key personnel assigned to perform the work under the proposed contract.

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

## L.20 PROPOSALS WITH OPTION YEARS

l.20.1 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.

# 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

The Technical Rating Scale is as follows:

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

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

## M.3 EVALUATION STANDARDS

The proposals shall be evaluated on the following components and the award of the contract shall be based on “best value”. However, content of proposal and capability to meet the requirements of the RFP in developing the system and all components will determine final decision. Proposals will be evaluated with respect to the following factors: corporate capabilities and experience; thoroughness and quality of proposal; commitment to customer service; quality of transitional design; and alignment of current available high stakes items to DC state standards and DC CAS 2009 blueprints and price.

The factors will be evaluated based on the criteria contained in this Evaluation Plan. Price is not the sole basis upon which the contract will be awarded.

## M.4 EVALUATION FACTORS

### M.4.1 Technical Approach – 40 Points

This factor examines all elements of the technical approach and the interdependency of each element in the successful delivery of the required services.

The standard is met when the offeror:

1. Has met the requirements in Section L.2.1.1

### M.4.2 Past Performance – 30 Points

This factor considers the offeror's relevant experience, references, description of prior similar work and reports & documents developed for other States' assessment programs.

The standard is met when the offeror:

1. Has met the requirements in Section L.2.1.2

### M.4.3 Corporate Capability, qualifications and Experience – 20 Points

The offeror has demonstrated capacity, expertise in the assessment development and has provided qualified key personnel.

The standard is met when the offeror"

1. Has met the requirements in Section L.2.1.3

### M.4.3 Price - 20 Points

### M.4.4 Preference - 12 Points

**TOTAL 112 POINTS**

## M.5 PREFERENCES FOR LOCAL BUSINESSES, DISADVANTAGED BUSINESS, RESIDENT-OWNED BUSINESSES, SMALL BUSINESSES, LONGTIME RESIDENT BUSINESSES, OR LOCAL BUSINESSES WITH PRINCIPAL OFFICES LOCATED IN AN ENTERPRISE ZONE (MAXIMUM 12 POINTS)

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

### M.5.1 General Preferences

M.5.1.1 For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

M.5.1.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

M.5.1.3 Three percent reduction in the bid price or the addition of three points on a 100point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

M.5.1.4 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

M.5.1.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

M.5.1.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.5.1.7 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

**M.5.2 Application of Preferences**

M.5.2.1 The preferences shall be applicable to prime contractors as follows:

M.5.2.2 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M.5.2.3 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.5.2.4 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.5.2.5 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.5.2.6 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.5.2.7 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.5.3 **Maximum Preference Awarded**

M.5.3.1 Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.4 **Preferences for Certified Joint Ventures**

M.5.4.1 When the SLBOC or the DSLBD, as applicable, 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.5.5 **Vendor Submission for Preferences**

M.5.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.5.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.5.5.1.2 Evidence of the vendor's or joint ventures provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.5.5.2 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: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.5.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

## M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

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

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

## M.7 EVALUATION OF OPTION YEARS

M.7.1 The District will evaluate bids 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.