

SOLICITATION, OFFER, AND AWARD		1. Caption D.C. Comprehensive Assessment System- ALT		Page of Pages 1 74	
2. Contract Number	3. Solicitation Number DCGD-2010-R-0045	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency	5. Date Issued 7/29/2010	6. Type of Market <input type="checkbox"/> Open <input type="checkbox"/> Set Aside -SBE <input checked="" type="checkbox"/> Open Market with Set-Aside SBE Designated Category:	
7. Issued By: DC Office of the State Superintendent of Education Division of Assessment and Accountability 810 1st Street NE, 5th Floor Washington, D.C. 20002			8. Address Offer to: Office of Contracting and Procurement Bid Room 441 4th Street, NW, Suite 703 South Washington, D.C. 20001		

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

SOLICITATION

9. Sealed offers in original and 6 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 Washington, DC - Rm. 703South until 2:00 PM EDT local time 23-Aug-10 (Hour) (Date)

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

bid counter located at	A. Name Janet Spevak	B. Telephone (Area Code) 202 (Number) 741-5937 (Ext)	C. E-mail Address jspevak2@dc.gov
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11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	44-52
X	B	Supplies or Services and Price/Cost	2-6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	7-17	X	J	List of Attachments	53
X	D	Packaging and Marking	18	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	19			Representations, certifications and other statements of offerors	54-57
X	F	Deliveries or Performance	20-26	X	K	Instructions, conditions & notices to offerors	58-67
X	G	Contract Administration Data	27-33	X	L	Evaluation factors for award	68-74
X	H	Special Contract Requirements	34-43	X	M		

OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> ___ Calendar days %
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date
	1			
	2			
	3			

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) JIM MARSHALL		23. Signature of Contracting Officer (District of Columbia)
		24. Award Date



Government of the District of Columbia

Office of Contracting & Procurement

DC OCP-209(11-2004)

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

B.1 The Government of the District of Columbia, on behalf of the Office of the State Superintendent of Education (OSSE, or “the State”) seeks a Contractor to provide services to ensure continued and refined development and implementation of the State’s alternate assessment, known as the DC CAS-Alt (District of Columbia Comprehensive Assessment System – Alternate Assessment) for reading and mathematics, currently in grades 3-8 and 10 as well as in science for grades 5 and 8 and biology in grade 10.

B.2 The State contemplates award of a fixed price contract.

B.3 PRICE SCHEDULE

B.3.1 BASE YEAR

Contract Line Item Number (CLIN)	Description	Total Price
<p>0101 C.3.2 C.3.4 C3.5 C.3.6 C.3.7 C.3.9.1, C.3.9.2</p>	<p>Project plan and initial teacher training Detailed project plan Teacher Manual Revised entry points Revised participation criteria form Revised scoring rubrics Onsite initial training</p>	<p>\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____</p>
<p>0102 C.3.3 C.3.9.6</p>	<p>On-going professional development Online document posting Online professional development based on trainee feedback</p>	<p>\$ _____ \$ _____</p>
<p>0103 C.3.10 C3.9.3, C.3.9.4</p>	<p>DC CAS-Alt submission preparation Develop and publish a standardized process for portfolio submission Online training and support for educators regarding portfolio submission</p>	<p>\$ _____ \$ _____ \$ _____</p>

0104	DC CAS-Alt Scoring and Reporting	
C.3.11	Offsite portfolio scoring	\$ _____
C.3.12	DC CAS-Alt score files and reports	\$ _____
0105	After scoring activities and final approval by TAC	
C.3.8	Cross walk of standards	\$ _____
C3.14	Updated Technical Manual	\$ _____
C.3.15	Participate in TAC meetings	\$ _____
C.3.9.5, C.3.9.8	Onsite score interpretation training	\$ _____ \$ _____
0106		
C.3.13	Scanning and storing of DC CAS-Alt portfolios	\$ _____
Base Year Total		\$ _____

B.3.2 OPTION YEAR ONE (1)

Contract Line Item Number (CLIN)	Description	Total Price
	Development and implementation of District of Columbia Comprehensive Assessment System - Alternate Assessment (See sections C.3.1 through C.3.18)	
0201	Project plan and initial teacher training	
C.3.2	Detailed project plan	\$ _____
C.3.4	Teacher Manual	\$ _____
C3.5	Revised entry points	\$ _____
C.3.6	Revised participation criteria form	\$ _____
C.3.7	Revised scoring rubrics	\$ _____
C.3.9.1, C.3.9.2	Onsite initial training	\$ _____ \$ _____
0202	On-going professional development	
C.3.3	Online document posting	\$ _____
C.3.9.6	Online professional development based on trainee feedback	\$ _____

0203 C.3.10 C3.9.3, C.3.9.4	DC CAS-Alt submission preparation Develop and publish a standardized process for portfolio submission Online training and support for educators regarding portfolio submission	\$ _____ \$ _____ \$ _____
0204 C.3.11 C.3.12	DC CAS-Alt Scoring and Reporting Offsite portfolio scoring DC CAS-Alt score files and reports	\$ _____ \$ _____
0205 C.3.8 C3.14 C.3.15 C.3.9.5, C.3.9.8	After scoring activities and final approval by TAC Cross walk of standards Updated Technical Manual Participate in TAC meetings Onsite score interpretation training	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____
0206 C.3.13	Scanning and storing of DC CAS-Alt portfolios	\$ _____
Option Year one (1) Total		\$ _____

B.3.3 OPTION YEAR TWO (2)

Contract Line Item Number (CLIN)	Description	Total Price
	Development and implementation of District of Columbia Comprehensive Assessment System - Alternate Assessment (See sections C.3.1 through C.3.18)	
0301 C.3.2 C.3.4 C3.5 C.3.6 C.3.7 C.3.9.1, C.3.9.2	Project plan and initial teacher training Detailed project plan Teacher Manual Revised entry points Revised participation criteria form Revised scoring rubrics Onsite initial training	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
0302 C.3.3 C.3.9.6	On-going professional development Online document posting Online professional development based on trainee feedback	\$ _____ \$ _____

0303 C.3.10	DC CAS-Alt submission preparation Develop and publish a standardized process for portfolio submission	\$ _____
C3.9.3, C.3.9.4	Online training and support for educators regarding portfolio submission	\$ _____ \$ _____
0304 C.3.11 C.3.12	DC CAS-Alt Scoring and Reporting Offsite portfolio scoring DC CAS-Alt score files and reports	\$ _____ \$ _____
0305 C.3.8 C3.14 C.3.15 C.3.9.5, C.3.9.8	After scoring activities and final approval by TAC Cross walk of standards Updated Technical Manual Participate in TAC meetings Onsite score interpretation training	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____
0306 C.3.13	Scanning and storing of DC CAS-Alt portfolios	\$ _____
Option Year Two (2) Total		\$ _____

B.3.4 OPTION YEAR THREE (3)

Contract Line Item Number (CLIN)	Description	Total Price
	Development and implementation of District of Columbia Comprehensive Assessment System - Alternate Assessment (See sections C.3.1 through C.3.18)	
0101 C.3.2 C.3.4 C3.5 C.3.6 C.3.7 C.3.9.1, C.3.9.2	Project plan and initial teacher training Detailed project plan Teacher Manual Revised entry points Revised participation criteria form Revised scoring rubrics Onsite initial training	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

<p>0102 C.3.3 C.3.9.6</p>	<p>On-going professional development Online document posting Online professional development based on trainee feed back</p>	<p>\$ _____ \$ _____</p>
<p>0403 C.3.10 C3.9.3, C.3.9.4</p>	<p>DC CAS-Alt submission preparation Develop and publish a standardized process for portfolio submission Online training and support for educators regarding portfolio submission</p>	<p>\$ _____ \$ _____ \$ _____</p>
<p>0404 C.3.11 C.3.12</p>	<p>DC CAS-Alt Scoring and Reporting Offsite portfolio scoring DC CAS-Alt score files and reports</p>	<p>\$ _____ \$ _____</p>
<p>0405 C.3.8 C3.14 C.3.15 C.3.9.5, C.3.9.8</p>	<p>After scoring activities and final approval by TAC Cross walk of standards Updated Technical Manual Participate in TAC meetings Onsite score interpretation training</p>	<p>\$ _____ \$ _____ \$ _____ \$ _____ \$ _____</p>
<p>0406 C.3.13</p>	<p>Scanning and storing of DC CAS-Alt portfolios</p>	<p>\$ _____</p>
<p>Option Year three (3) Total</p>		<p>\$ _____</p>

B.4 CBE REQUIREMENTS

Any offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE AND OBJECTIVES

The State seeks a Contractor who shall complete tasks pertinent to the comprehensive administration of the DC CAS-Alt. These tasks include: review and, as necessary, revision of alternative achievement standards; development of assessment schedule, parameters and criteria; provision of relevant professional development to State educators and educational leaders (e.g., instructional design, identification of eligible students, collection and scoring of student work, etc); development of interactive DC CAS-Alt website; valid and reliable scoring of DC CAS-Alt portfolios; evaluation of DC CAS-Alt technical quality and submission of technical reports per federal requirements; cooperation with edCount, LLC around exchange of data necessary for completion of the General Supervision Enhancement Grant (GSEG) study of the DC CAS-Alt validity; modifications to DC CAS-Alt per GSEG validity study findings and in consultation with OSSE's Office of Assessment and Accountability; secure electronic storage of scanned portfolios from SY 2008-2009 through end of contract period.

The Contractor shall provide the requested services to ensure a seamless transition from the program activities for the 2010 assessment which concludes this summer to the program activities for the 2011 assessment year from fall 2010 through summer 2011, while maintaining all of the technical qualities that allow continued measurement of growth used to determine Adequate Yearly Progress (AYP) for District of Columbia Public Schools, public charter schools, LEAs and the state. The Contractor shall also work with OSSE and OSSE's research partners on the GSEG study to ensure research milestones are met and research findings are used to inform responsible modifications to the assessment program.

The Contractor should have a minimum of 5 years experience in designing, developing and implementing state level alternate assessment systems, with a significant focus of that experience being on portfolio-based assessment systems. The Contractor should have demonstrable expertise with alternate assessment development, scoring and reporting that is consistent with all applicable US Department of Education (USDE) regulations, specifically, those governing alternate assessments¹.

¹ See 34 C.F.R. Part 200 <http://www2.ed.gov/legislation/FedRegister/finrule/2003-4/120903a.html>

The Contractor shall demonstrate experience in working with the research conducted by the National Alternate Assessment Center (NAAC), Inclusive Large Scale Standards and Assessment group (ILSSA), and the National Center for the Improvement of Educational Assessment (NCIEA). The Contractor shall take primary direction from the designated Contract Administrator in OSSE; however, the Contractor shall work collaboratively with NAAC, ILSSA, NCIEA, and edCount, LLC, the organization currently conducting the DC CAS-Alt validity study², to ensure continuation of the current, ongoing development and implementation of the DC CAS-Alt.

The Contractor shall provide evidence of experience in designing and conducting alignment and standard setting for portfolio assessments, in writing technical reports for alternate assessments and in scoring alternate assessment portfolios. Such evidence should demonstrate the Contractor's capacity for completing this work in accordance with all relevant federal regulations. A copy of a standard setting technical report or alignment study report conducted in another state for a portfolio assessment must be provided.

The period of performance of the contract shall be one (1) year from the date of award. Since the alternate assessment program is an ongoing (year-round) portfolio assessment system, the Contractor shall perform the required professional development activities throughout the 2010-11 school year (SY). The Contractor shall conduct scoring of portfolios annually in the spring and develop revisions or enhancements to the program during the summer 2011. The required technical consultation and reporting is ongoing and needed during USDE peer review submissions.

C.1.1 APPLICABLE DOCUMENTS

<u>Item No.</u>	<u>Title</u>	<u>Location</u>
1	Individuals with Disabilities Education Act (IDEA)	Accessed at USDE website: http://idea.ed.gov/
2	Elementary and Secondary Education Act, as amended (ESEA)	P.L. 107-110, accessed at USDE website: http://www.ed.gov/policy/elsec/leg/esea02/index.html
3	Regulations for Programs Implemented under ESEA	Accessed at USDE website: http://www.ed.gov/policy/elsec/reg/edpicks.jhtml?src=ln

² These organizations are nationally recognized for their research in the design and technical quality requirements for alternate assessments.

4	Standards and Assessments Peer Review Guidance: Information and Examples for Meeting Requirements of ESEA	Accessed at USDE website: http://www2.ed.gov/admins/lead/account/peer_review/index.html
5	District of Columbia Learning Standards	Accessed at OSSE website: http://osse.dc.gov/seo/cwp/view,a,1274,q,561249.asp
6	DC CAS-Alt Administration Manual	Accessed at ILSSA website: http://www.ihdi.uky.edu/ilssa/dc%2Dcas%2Dalt/administrationGuide/Default.asp

C.1.2 DEFINITIONS

DC CAS – District of Columbia Comprehensive Assessment System

DC CAS-Alt – District of Columbia Comprehensive Assessment System Alternate Assessment

DCPS – District of Columbia Public Schools

ESEA – Elementary and Secondary Education Act of 1965, as amended

GSEG – General Supervision Enhancement Grant

IDEA – Individuals With Disabilities Education Act

ILSSA – Inclusive Large Scale Standards and Assessment group

LEA – Local Education Agency

LCI – Learner Characteristics Inventory

NAAC – National Alternate Assessment Center

NCIEA – National Center for the Improvement of Educational Assessment

OSSE – Office of the State Superintendent of Education (within the Government of the District of Columbia)

DCPCSB – District of Columbia Public Charter School Board

SEA – State Education Agency

SEDS – Special education data system

SY – School Year

C.2 BACKGROUND

Pursuant to section 38-2601.01 of the District of Columbia Code, OSSE serves as the State Education Agency (SEA) for the District of Columbia and performs the functions of an SEA under applicable federal law, including grant-making, oversight, as well as state educational agency functions for standards, assessments, and federal accountability requirements for

elementary and secondary education. Within OSSE's Division of Elementary and Secondary Education (Division), the Assessment and Accountability office 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. The Division is also responsible for the collection, maintenance, and reporting of all state data required by the ESEA, including the Adequate Yearly Progress (AYP) status of 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 ESEA for meeting approved proficiency levels.

Finally, the Division provides data related to a wide variety of state program evaluations and compliance reports including data and reports for special education, English language learners, and other federal programs.

Under the ESEA, states are required to annually measure math and reading achievement of all public school students in grades 3-8 and at least once during high school. Since the 2007-08 school year, states have also been required measure the science achievement of students once during grades 3-5, 6-9, and 10-11.

The ESEA requires states to maintain rigorous content standards and high-quality, standards-based assessments for general population students and special population students who can participate in the large scale assessment with accommodations. States are also permitted to administer an alternate assessment for students with the most significant cognitive disabilities who are unable to participate in the large-scale assessment.

In addition, the ESEA 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.

The Department of Education ensures compliance with these mandates through peer reviews of state-submitted evidence documenting the State's adherence to Federal guidelines and criteria for development and administration of assessments and reporting of assessment results. The Department issues guidelines to inform states of useful evidence for demonstrating compliance with ESEA requirements for standards and assessments and to guide teams of peer reviewers who will examine evidence submitted by the states.

Federal law requires that all students, including students with disabilities, be included in all state and LEA-level accountability systems. In April 2007, final regulations regarding alternative assessments were promulgated, giving states the option to develop an alternate assessment based on alternate achievement standards. This assessment option is for a small group of students with disabilities who can make significant progress, but who may not reach grade-level achievement within the time period covered by their Individualized Education Program (IEP) (U.S. Dept. of Education, 2007).

In compliance with ESEA requirements, the District of Columbia has developed both a large scale assessment (DC CAS) for the general population of students and a portfolio assessment based on alternate achievement standards (DC CAS-Alt) for students with the most significant cognitive disabilities. The DC CAS is designed to provide a measure of achievement relative to the District of Columbia Learning Standards. The DC CAS-Alt is a component of the DC CAS for students with the most severe cognitive disabilities who are unable to participate in the general statewide assessment—even with accommodations. The DC CAS-Alt is a portfolio of specific materials collected annually by the teacher and student. Previously, portfolios were permitted to include work samples, instructional data, videotapes, and other supporting information. Approximately 450-500 students participate in the DC CAS-Alt every year.

In response to federal requirements and emerging research, the State's alternate assessment process was developed by an Alternate Assessment Core Team in collaboration with the University of Kentucky's Inclusive Large Scale Standards and Assessments (ILSSA) group. In SY 2006-07 it was revised to comply with the high technical quality standards of the ESEA for linking the performance of pre-symbolic learners to grade referenced content standards and instruction, and to include science.

C.3 REQUIREMENTS

This section describes the requirements for the required products and services to be provided by the Contractor.

The Contractor shall work closely with OSSE to complete the specified work tasks. Throughout the contract period, the Contractor shall confer with OSSE on a continuing and consistent basis via telephone conference calls and periodic face-to-face meetings. The Contractor will also work closely with LEA leaders and educators and third party groups such as edCount, LLC and ILSSA. All work requirements and deliverables will only be considered final per OSSE's written approval in accordance with Section E, below.

- C.3.1** Within two weeks of award of the contract, the Contractor shall send key staff members to OSSE offices to meet with OSSE's Contract Administrator and the Assessment and Accountability team to gather the necessary business requirements for the Contractor's development of a detailed project management plan for the contract period.
- C.3.2** Within three weeks of award of the contract, the Contractor shall electronically submit to OSSE, for OSSE's review and approval, a detailed project management plan for the year (fall through late summer of the next year) incorporating all of the deliverables and tasks set forth in this document and refined and/or elaborated in the meeting between OSSE and the Contractor. This plan shall be considered final and active per OSSE's written approval in accordance with Section E, below.
- C.3.3** Within 90 days of contract award and ongoing through the contract term, the Contractor shall host materials on a website that provides current information about the DC CAS-Alt, including resource guides, manuals, training calendars and materials, updated FAQs, any agreed upon correspondence related to key dates and activities for the alternate assessment, and a discussion board for educators to attain technical assistance from the Contractor and other DC educators. A link to this interactive website shall be provided to OSSE for inclusion on the Agency's webpage. The Contractor must produce a document that can be electronically sent to educators that describes how to best use the site.
- C.3.4** The Contractor shall provide a final revised and updated DC CAS-Alt Teacher Manual within five (5) weeks of award. This will include, but shall not be limited to the following:
- a) Revisions to general content as well as content standards measured within each content strand, as needed, and additions/clarifications of entry levels for students as needed or recommended per findings of most rigorous empirical investigations and Bloom's Modified Taxonomy
 - b) Printing and delivery of 300 hard copies of the revised DC CAS-Alt Teacher Manual to be distributed according to the list provided by OSSE; and
 - c) Posting of the Manual online at a dedicated website for DC CAS-Alt materials (per C.3.3).
- C.3.5** Within 30 days of contract award, the Contractor shall provide written recommendations to OSSE in clarifying existing entry and/or adding additional entry points for grade level standards, as needed. The Contractor shall use Bloom's Modified Taxonomy to develop/modify entry points to

access grade level content for students with cognitive disabilities. Final entry points approved by OSSE shall be included as an addendum to the Teacher Manual.

- C.3.6** Within 30 days of contract award, the Contractor shall provide written recommendations to OSSE in clarifying student participation criteria and to more clearly delineate the process for identifying student eligibility for the alternate assessment.
- C.3.7** The Contractor shall update/revise scoring rubrics for use in training District of Columbia special education teachers, developing materials for scoring academies and training scorers prior to actual portfolio scoring sessions. Changes to scoring rubrics must lead to measurable improvements to the reliability of the scoring process and validity of scores. The Contractor shall provide a draft of the proposed scoring rubrics with accompanying empirical support to OSSE within 30 days of contract award and final OSSE-approved scoring rubric within one (1) week of approval.
- C.3.8** By June, the Contractor shall complete a cross-walk of the DC CAS-Alt learning standards, DC standards and Common Core standards during the transitional years and provide guidance and technical assistance to the State about incorporating the new standards and the new general assessment system into the DC CAS-Alt assessment process. Recommended modifications and guidance on alignment with the new standards and the new general assessment system shall be included in the technical manual revisions (see C.3.14).
- C.3.9** The Contractor shall develop and deliver professional development and technical assistance to District of Columbia educators (including SEA and LEA personnel) throughout the school year, to be offered through multiple venues. The Contractor shall also develop and revise (as needed) all training materials for District educators.
- C.3.9.1** Within sixty (60) days of contract award, the Contractor shall provide three (3) onsite, consecutive, full-day training sessions to train District educators, including special education coordinators, special education teachers, and school administrators on the development of student portfolios.
- C.3.9.2** The Contractor shall provide two (2) online (i.e., Webinar) training sessions to educational providers in nonpublic schools contracted with the State to provide services to students pursuant to IDEA and serving DC CAS-Alt eligible students on the development of student portfolios. These sessions shall be scheduled for a minimum of two (2) and maximum of three (3) hours each.

- C.3.9.3** Annually in March, the Contractor shall provide two separate, online pre-submission professional development sessions for the purpose of ensuring a standardized submission process to special education coordinators and teachers.
- C.3.9.4** Annually in March, the Contractor shall provide two separate online (i.e., Webinar) pre-submission professional development sessions for the purpose of ensuring a standardized submission process to nonpublic educational providers contracted with the State and serving DC CAS-Alt eligible students. These sessions shall be scheduled for a minimum of two (2) and maximum of three (3) hours each.
- C.3.9.5** Annually, between May and September, using mock DC CAS-Alt score reports, the Contractor shall provide two full-day onsite sessions on the interpretation of the alternate assessment test reports for LEA special education coordinators and educators and how to use the results to improve instruction.
- C.3.9.6** Annually, between January and June, the Contractor shall provide a minimum of two (2) web-based technical assistance sessions based on educator needs as elicited through website, surveys, focus groups and/or evaluation from earlier professional development sessions. These sessions shall be scheduled for a minimum of two (2) and maximum of three (3) hours each.
- C.3.9.7** For all training performed under this contract, the Contractor shall submit draft copies of the training materials, handouts and presentation documents to OSSE for review and approval, not less than three (3) weeks prior to the scheduled training date. Final versions of the materials shall be provided to OSSE not less than five (5) work days before the scheduled session.
- C.3.9.8** For all onsite training performed under this contract, the Contractor shall provide refreshments for attendees.
- C.3.10** The Contractor shall develop a process for teachers to use for portfolio submission and transmission to the scoring site that ensures the effective and secure organization and identification of the portfolios and their contents³.

Conditional on OSSE's prior review and written approval, the submission process and any accompanying or requisite materials will be communicated

³ See Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99)

and made available to participating schools and applicable teachers no later than March of each year and on an as needed basis thereafter via web-based discussion board and/or a customer service call-in number.

C.3.11 The Contractor shall develop and implement an offsite portfolio scoring process. Key components of this requirement include the development and provision of all materials used during the scoring sessions; recruiting, training and compensating competent scorers; ensuring an ongoing process to check validity and reliability of the scoring process, as well as track any potential irregularities that could result in the invalidation of a score (any invalidation will ultimately be determined by OSSE); conducting range-finding activities; conducting quality assurance checks on student data files; and the production of technical reports on the scoring process and student scores that fully address the reliability and validity of assessment for state submission to the U.S. Department of Education.

C.3.12 The Contractor shall develop and produce score reports in both hard copy and electronic format, accessible to schools, LEAs, and the State via secure (password protected) website. Report mockups shall be provided to OSSE for review and approval no later than December 1 annually. Final score reports shall be delivered to the appropriate parties as detailed below not later than July 15 annually. Report types and quantities are detailed in the following table and in the Deliverables section.

<u>Type of Score Report</u>	<u>Number of Hard Copies to be Produced</u>
a) Individual Pupil Report	Two (2) for each student tested – one (1) for school and one (1) for family
b) School Summary	Five (5) for each school --two (2) for State; two (2) for LEA; and one (1) for OSSE
c) LEA Summary	Five (5) for each school – two (2) for the State; two (2) for the LEA and one (1) for the state
d) State Summary (DCPS & PCSB)	Four (4) for each school – three (3) for the State and one (1) for OSSE
e) State Summary	Two (2) copies for OSSE

- C.3.13** The Contractor shall scan the contents of all DC CAS-Alt portfolios, from SY 2008-09 through SY 2010-11 and provide electronic copies to OSSE. It is the Contractor's responsibility to pay for shipping and handling of portfolios, if necessary. Approximately 1,000 portfolios for the 2008-09 and 2009-10 school years are offsite in Lexington, KY. After scanning and delivering electronic copies of all portfolios, the Contractor shall securely destroy the original portfolios.
- C.3.14** The Contractor shall provide DC CAS-Alt technical reports requisite for meeting federal requirements for assessment system approval. While individual technical documents may be required at as yet undetermined intervals through the course of the contract year, all reports will be consolidated in the DC CAS-Alt Technical Manual to be produced after the completion of each DC CAS-Alt assessment year and delivered in OSSE approved final draft form to OSSE no later than July 31. Technical documents in previous reports have included: the scoring report, standard setting reports, alignment documents, and other technical information about the alternate assessment. Final requirements will be promulgated by OSSE.
- C.3.15** The Contractor shall assist OSSE in identifying field experts to form a Technical Advisory Committee (TAC). The Contractor shall attend meetings (onsite or via conference calls) and make presentations to the TAC and OSSE management quarterly, or as required.
- C.3.16** The Contractor shall achieve written permission from the National Alternate Assessment Center (NAAC) to use the Learner Characteristics Inventory (LCI) and must agree to share the LCI student data with NAAC in accordance with FERPA as a part of the agreement to use their LCI.⁴
- C.3.17** The Contractor shall cooperate with ILSSA at the University of Kentucky to complete a seamless transition in DC CAS-Alt development, implementation and scoring from SY 2009-10 to SY 2010-11 and with ILSSA, edCount, LLC, and GSEG's for the validity evaluation of the DC CAS-Alt.

⁴ The National Alternate Assessment Center (NAAC) serves as repository for research on alternate assessment systems. It is maintained through a federal grant awarded through USDE. The LCI developed there is used by states to identify and gather data about the characteristics of students in the alternate assessment and it is used by states to validate the appropriate placement of students in this system of assessments.

- C.3.18** The Contractor shall post DC CAS-Alt information and updates on a functioning, interactive website that allows DC teachers and administrators to pose questions and provide feedback. An accompanying “how to” document shall be designed.

SECTION D: PACKAGING AND MARKING

- D.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. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

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

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for one (1) year from date of award.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The State may extend the term of this contract for a period of three (3) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the State will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the State to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

F.2.3 The price for the option period shall be as specified in the Section B of the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

F.3 DELIVERABLES

No.	Activity	Deliverables and Notes	Projected Date
F.3.1	Meet with OSSE Contract Administrator and Assessment and Accountability team to develop Detailed Project Management Plan	At OSSE offices	Within two (2) weeks of contract award
F.3.2	Submit approved Detailed Project Management Plan	One electronic excel or Word document for OSSE review and approval	Within three (3) weeks of contract award
F.3.3	Document Posting	Post on a functioning, interactive website information including: DC CAS-Alt information and updates, and allows DC teachers and administrators to pose questions and provide feedback. An accompanying "how to" document shall be designed.	Within 90 days of contract award and ongoing through contract term
F.3.4	Revise, update, and produce final copy of Teacher Manual.	Print and deliver 300 hard copies of the Teacher Manual based on OSSE-provided distribution list to LEAs, schools, nonpublics and OSSE; post PDF on website.	Within five (5) weeks of contract award
F.3.5	Clarify and/or Revise entry points	Provide written recommendations of entry points. Upon OSSE approval, post to website, include in Teacher Manual and cover in professional development.	Within 30 days of contract award and post within one week of approval

F.3.6	Clarify and/or revise student participation criteria.	Provide written recommendations on participation criteria; upon OSSE approval post to website, include in Teacher Manual and cover in professional development.	Within 30 days of contract award and post within one week of approval
F.3.7	Update and/or Revise scoring rubrics.	In consultation with and per written approval of OSSE. Posted to website, included in Teacher Manual and covered in professional development.	Within 30 days of contract award and post within one week of approval
F. 3.8	Cross walk of standards and recommendations for alignment	Complete a cross walk of all DC standards with common core standards with recommendations for alignment to new standards and general assessment in development. Final recommendations are to be included in the revised technical manual due in July (F.3.14)	June, annually
F.3.9.1	Onsite professional development and technical support on development of the portfolio.	Conduct three (3) consecutive full day professional development sessions to train special education coordinators, special education teachers, and administrators on the development of the DC CAS-Alt student portfolio.	Within 60 days of award
F.3.9.2	Online professional development and technical support on development of the portfolio.	Provide two (2) online interactive training sessions to nonpublic providers, each scheduled for no less than two (2) and no more than three (3) hours.	Within 60 days of award

F.3.9.3	Online professional development and technical support on portfolio submission.	Provide two (2) online interactive training sessions for the purpose of ensuring standardized portfolio submission procedures, each session scheduled for no less than two (2) and no more than three (3) hours.	March, annually
F.3.9.4	Online professional development and technical support on portfolio submission.	Provide two (2) online interactive training sessions for the purpose of ensuring standardized portfolio submission procedures to nonpublic educational providers, each session scheduled for no less than two (2) and no more than three (3) hours.	March, annually
F.3.9.5	Onsite professional development on score interpretation and how to use scores to inform instructional practice	Provide two full day onsite sessions to special education teachers and coordinators on how to interpret DC CAS-Alt scores and how to use scores to inform instructional practice	June -August, annually
F.3.9.6	Online professional development and technical support as needed based on teacher and/or trainee feedback	Provide a minimum of two (2) online and interactive technical support sessions based on educator needs as elicited through website, surveys, focus groups and/or evaluations from earlier professional development trainings lasting no less than two (2) and no more than three (3) hours each	January – June, annually

F.3.9.7	Drafts of training and presentation materials	<p>All training, handout and presentation materials are supported for review and approval by OSSE, not less than three (3) weeks from scheduled training dates.</p> <p>Final copies of materials are provided to OSSE not less than five work days before the scheduled session.</p>	<p>Drafts - Not less than three (3) weeks from scheduled training dates.</p> <p>Final – Not less than five (5) work days from scheduled session dates</p>
F.3.9.8	Training refreshments for onsite sessions for all attendees	Food and drink for up to 100 per session	Ongoing
F.3.10	Develop and communicate a standardized process for portfolio submission	<p>Develop and communicate a process for teachers to use for portfolio submission and transmission to the scoring site that ensures the effective and secure organization and identification of the portfolios and their contents. This process and any accompanying or requisite materials will be communicated and made available to participating schools and applicable teachers as needed via web-based information and/or a customer service call-in number.</p>	No later than March annually

<p>F.3.11</p>	<p>Offsite portfolio scoring</p>	<p>Develop and provide all materials used during the scoring sessions; recruit, train and compensate competent scorers; ensure an ongoing process to check validity and reliability of the scoring process, as well as track any potential irregularities that could result in the invalidation of a score, ultimately determined by OSSE; conduct range-finding activities; conduct quality assurance checks on student data files; and the produce technical reports on the scoring process and student scores that fully address the reliability and validity of assessment for state submission to USDE.</p>	<p>Ongoing activities with completion no later than the end of May annually</p>
<p>F.3.12</p>	<p>Release of 2010 DC CAS-Alt scores and score reports</p>	<p>Develop and produce score reports in both hard copy and electronic format. Report mockups shall be provided to OSSE for review and approval no later than December 1. Final score reports shall be delivered to the appropriate parties as detailed below not later than July 15. Report types and quantities are detailed in the table at C.3.12.</p>	<p>December 1 annually for mock-ups Finals no later than July 15 annually</p>

F.3.13	Scanning of all DC CAS-Alt portfolios from SY 2008-09 through SY 2009-10	In cooperation with current holder of SY 2008-09 and SY 2009-10 DC CAS-Alt portfolios, arrange for pickup and delivery, scan, and securely destroy portfolios. Submit electronic copies of portfolios to OSSE. For SY 2010-11 portfolios, scan and submit electronic copies to OSSE. Securely destroy originals.	December 31, 2010 on SY 2008-09 and SY 2009-10 portfolios By July annually for subsequent years
F.3.14	Technical Manual	Provide DC CAS-Alt Technical Manual with statistics, reports and documentation in accordance with USDE Peer Review standards. Individual technical documents may be required at as yet undetermined intervals through the course of the contract year, all technical documents shall be consolidated in the DC CAS-Alt Technical Manual to be produced after the completion of each assessment year. One hard copy to OSSE and an electronic copy posted online in PDF form.	Draft by June 2011 Final by July 2011
F.3.15	Participate in Technical Advisory Committee (TAC) meetings	Ongoing, as required	As required

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

All invoices shall be submitted for certification to the Contract Administrator

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

G.2 INVOICE SUBMITTAL

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

Name: Rebecca Sibiliala, CFO
Address: Accounts Payable
441 4th St, NW 350 North
Washington, DC 20001
Telephone: 202-727-4565

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

- a) Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- b) Contract number and invoice number;
- c) Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- d) Other supporting documentation or information, as required by the Contracting Officer;
- e) Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- f) Name, title, phone number of person preparing the invoice;

- g) Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- h) 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 agency CFO has received the Contracting Officer’s final determination or approval of waiver of the Contractor’s compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT SCHEDULE

The contractor will be paid incrementally following successful completion of the deliverables. Successful completion of deliverables shall be determined by the CA when the deliverables have been received and approved by the OSSE in accordance with clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. Following the OSSE’s approval of deliverables, the contractor shall prepare and submit an invoice to the CA in accordance with Clause 6 of the District of Columbia’s Standard Contract Provisions, above. Incremental payments on approved deliverables will be made in accordance with the schedule stated below.

<u>Payment No.</u>	<u>Deliverables</u>	<u>Payment Amount</u>
1	<p>Deliverables: Project plan and initial teacher training</p> <p>Detailed project plan (F.3.1, F.3.2) Teacher Manual (F.3.4) Revised entry points (F.3.5) Revised participation criteria form (F.3.6) Revised scoring rubrics (F.3.7) Onsite initial training (F.3.9.1, F.3.9.2)</p>	<p>100 percent of the Price described in Section B.3 for CLIN 0101</p>

2	<p>Deliverables: On-going professional development</p> <p>Online document posting (F.3.3) Online professional development based on trainee feed back (F.3.9.6)</p>	100 percent of the Price described in Section B.3 for CLIN 0102
3	<p>Deliverables: DC CAS-Alt submission preparation</p> <p>Develop and publish a standardized process for portfolio submission (F.3.10) Online training and support for educators regarding portfolio submission (F.3.9.3, F.3.9.4)</p>	100 percent of the Price described in Section B.3 for CLIN 0103
4	<p>Deliverables: DC CAS-Alt Scoring and Reporting</p> <p>Offsite portfolio scoring (F.3.11) DC CAS-Alt score files and reports (F.3.12)</p>	100 percent of the Price described in Section B.3 for CLIN 0104
5	<p>Deliverable: After scoring activities and final approval by TAC</p> <p>Standards crosswalk (F.3.8) Updated Technical Manual (F.3.14) Participate in TAC meetings (F.3.15) Onsite score interpretation training (F.3.9.5, F.3.9.8)</p>	100 percent of the Price described in Section B.3 for CLIN 0105
6	<p>Deliverable:</p> <p>Scanning and storing of DC CAS-Alt portfolios (F.3.13)</p>	100 percent of the Price described in Section B.3 for CLIN 0106

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 INTEREST PENALTIES TO CONTRACTORS

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

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

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

G.6.2 PAYMENTS TO SUBCONTRACTORS

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

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

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

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

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 SUBCONTRACT REQUIREMENTS

The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

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

Jim Marshal, Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW Room 700 South
Washington, DC 20001
Phone : 202-724-4197
Email: Jim.Marshall@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

G.9 CONTRACT ADMINISTRATOR (CA)

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
 - G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
 - G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the State's payment provisions; and
 - G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the CA is:

Joshua Boots
Assessment Specialist
Elementary and Secondary Education
Office of the State Superintendent of Education
Government of the District of Columbia

810 First Street NE 5th Floor
Washington, DC 20002
Work: 202-741-5311
Fax: 202-741-0227
joshua.boots@dc.gov

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

- a) Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- b) Grant deviations from or waive any of the terms and conditions of the contract;
- c) Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;
- d) Authorize the expenditure of funds by the Contractor;
- e) Change the period of performance; or
- f) Authorize the use of State property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO, may be denied compensation or other relief for any additional work performed that is not so authorized and may also be required, at no additional cost to the State, 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:

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. WD 05-2104 (Rev.-12) dated 06/22/2010 issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the State to make available for inspection and copying any record produced or collected pursuant to a State contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the ability of releasing the records. The State 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 PERCENT DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

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

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

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

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

- a) Number of employees needed;
- b) Number of current employees transferred;
- c) Number of new job openings created;
- d) Number of job openings listed with DOES;

- e) Total number of all District of Columbia residents hired for the reporting period and the cumulative total number of District of Columbia residents hired; and
- f) 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 percent of the new employees hired for the contract shall be District of Columbia residents.

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

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

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

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

- (2) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (3) DOES certifies that there are insufficient numbers of District of Columbia residents in the labor market possessing the skills required by the positions created as a result of the contract.

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

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

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

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

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

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

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C.

Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- a) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - b) 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;
 - c) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - d) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - e) 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;
 - f) 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;
- g) 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 State;
 - h) 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));
 - i) 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
 - j) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

H. 9 MANDATORY SUBCONTRACTING REQUIREMENTS

H.9.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.9.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of the preceding paragraph, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.9.3 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1 and H.9.2.

H.10 SUBCONTRACTING PLAN

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.

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

- H.10.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.2** A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.10.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.10.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.10.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.10.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.10.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting

plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

H.10.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

H.11 COMPLIANCE REPORTS

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

H.11.1 The dollar amount of the contract or procurement;

H.11.2 A brief description of the goods procured or the services contracted for;

H.11.3 The name and address of the business enterprise from which the goods were procured or services contracted;

H.11.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.11.5 The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.11.6 A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section H.9; and

H.11.7 A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section H.9.

H.12 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

H.12.1 If during the performance of this contract, the contractor fails to comply with its approved subcontracting plan, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.12.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required

monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

- H. 12.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.13 STATE RESPONSIBILITIES

H.13.1 The State shall be responsible for reserving space for professional development activities.

- a) Manage the contract to ensure the Contractor is meeting the goals, schedules, and deliverables and that District tasks are completed as needed.
- b) Hold the Contractor accountable for meeting milestones and deliverables as detailed in the project schedule.

H.13.2 The State shall work with the Contractor, but have the ultimate decision-making ability with respect to subject matter experts and other professionals provided for activities under the scope of work, after a proposal by the Contractor

H.14 CONTRACTOR RESPONSIBILITIES

In addition to all the responsibilities and obligations set forth in this RFP, the Contractor shall have the following responsibilities:

H.14.1 The Contractor shall provide to the state an organizational chart of the project team as well as resumes and qualifications of all involved.

H.14.2 The Contractor must seek approval from the State of any change to the contract's Project Manager position.

H.14.3 The Contractor and OSSE team shall meet in-person once a year to develop a project plan, at the expense of the Contractor.

H.15 KEY PERSONNEL

The Offeror must identify persons it considers Key Personnel for trainings as well as other deliverables under the project. The Key Personnel specified are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified Key Personnel for any reason, the Offeror 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 Offeror shall not reassign the Key Personnel or appoint replacements without written permission from the Contracting Officer.

The Offeror shall provide written notification of the removal of the any Key Personnel as specified in advance of the scheduled removals and within 24 hours for unscheduled removals. The written justification shall provide explanations and justification of the removal of any Key Personnel as well as the Offeror's plan to temporarily and permanently fill those positions. The Offeror shall not replace the Key Personnel without written permission from the Contracting Officer.

The Offeror shall provide the names and reporting relationships of the key personnel the Offeror shall use to perform the work under the proposal. Their resumes shall be included. The hours that each shall devote to the contract shall be provided in total and broken down by task.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts.

Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the State. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the State under this Contract, are works made for hire and are the sole property of the State; 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 State the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the State 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 State until such time as the State may have released such data to the public.
- I.5.6** The State 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 State installation to which the computer may be transferred by the State;
 - 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

- a) 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

- b) 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 State'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 State 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 State 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 State 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 State under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the State 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 State's or the Contractor's rights in that subcontractor data or computer software which is required for the State.
- I.5.10** For all computer software furnished to the State with the rights specified in Section I.5.5, the Contractor shall furnish to the State, 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 State with the restricted rights specified in Section I.5.6, the State, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the State 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 State, 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 State under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the State 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 State and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the State 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 State, the Contractor shall remain liable to the State for all Contractor's work and services required hereunder.

I.8 INSURANCE

I.8.1 GENERAL REQUIREMENTS

The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

I.8.1.1 Commercial General Liability Insurance

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

I.8.1.2 Automobile Liability Insurance

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

I.8.1.3 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.8.1.4 Employer's Liability Insurance

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

I.8.1.5 Umbrella or Excess Liability Insurance

The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.

I.8.1.6 Professional Liability Insurance (Errors & Omissions)

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

The Contractor shall maintain this insurance for five (5) years following the State's final acceptance of the work performed under this contract.

I.8.1.7 Crime Insurance (3rd Party Indemnity)

The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the State. The policy shall provide a limit of \$1,000,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.

I.8.1.8 Sexual/Physical Abuse & Molestation

The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

I.8.1.9 Employment Practices Liability

The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000 for each wrongful act and \$1,000,000 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the State's final acceptance of the work performed under this contract.

I.8.2 **DURATION**

The Contractor shall carry all required insurance until all contract work is accepted by the State, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

I.8.3 **LIABILITY**

These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not, in any way, limit the Contractor's liability under the contract.

I.8.4 **CONTRACTOR'S PROPERTY**

Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

I.8.5 MEASURE OF PAYMENT

The State 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.8.6 NOTIFICATION

The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

I.8.7 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Jim Marshal, Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW Room 700 South
Washington, DC 20001
Phone : 202-724-4197
Email: Jim.Marshall@dc.gov

I.8.8 DISCLOSURE OF INFORMATION

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

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

- a) An applicable Court Order, if any;
- b) Contract document;
- c) Standard Contract Provisions;
- d) Contract attachments other than the Standard Contract Provisions;
- e) RFP, as amended;
- f) BAFOs (in order of most recent to earliest); and
- g) Proposal.

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 GOVERNING LAW

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

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination WD 05-2104 (Rev.-12) dated 06/15/2010
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Cost/Price Certification and Data Package available at www.ocp.dc.gov click on "Solicitation Attachments"
J.9	Past Performance Evaluation

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the State 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:

(a) It operates as:

A corporation incorporated under the laws of the state of:

- _____
 An individual,
 A partnership,
 A nonprofit organization, or
 A joint venture.

(b) 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

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 _____

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 subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

K.5.1 Each signature of the offeror is considered to be a certification by the signatory that the prices in this contract have been arrived at independently, without, or the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

- a) Those prices;
- b) The intention to submit a contract; or
- c) The methods or factors used to calculate the prices in the contract.

K.5.2 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.

K.5.3 No attempt 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.5.4 Each signature of the offeror is considered to be a certification by the signatory that the signatory:

- a) 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 K.5.1 through K.5.3 above; or
- b) 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 K.5.1 through K.5.3 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);

As an authorized agent, does certify that the principals named in subdivision K.5.4 (2) have not participated, and will not participate, in any action contrary to subparagraphs K.5.1 through K.5.3 above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs K.5.1 through K.5.3 above.

K.5.5 If the offeror deletes or modifies subparagraph K.5.2 above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.6 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

K.7 CERTIFICATION OF ELIGIBILITY

The offeror's signature shall be considered a certification by the signatory that the offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- a) Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal or State statutes;
- b) Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal or State agency within the past three (3) years;
- c) Does not have a proposed debarment pending; and
- d) Has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the offeror's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the offeror. Providing false information may result in criminal prosecution or administrative sanctions.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 MOST ADVANTAGEOUS TO THE STATE

The State intends to award a single contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the State, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 INITIAL OFFERS

The State 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 cost, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and four (4) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. [insert solicitation number, title and name of offeror]"

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

L.3 TECHNICAL PROPOSAL

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

L.3.1 Technical Approach

- L.3.1.1** Proposals shall include a conceptual work plan with description of procedures and processes for implementation of the contract, communication with OSSE and procedures for quality assurance.
- L.3.1.2** Proposals shall include evidence/description of demonstrated ability to meet deadlines for all deliverables. The offeror may use evidence of success in administering other contracts of similar size and scope.
- L.3.1.3** Proposals must include a list and sample agenda of professional development opportunities to be offered to State educators and administrators. The offeror must have extensive experience in designing and implementing professional development with educator input.
- L.3.1.4** Proposals must include a detailed outline of the activities necessary to complete the scoring of 2011 DC CAS-Alt portfolio. The description should address processes that ensure a valid and reliable scoring. Where applicable, the offeror should also provide information about staff who will be involved.
- L.3.1.5** Proposals must include a plan to support studies, including but not limited to a GSEG validity being conducted by edCount, LLC.
- L.3.1.6** Proposals must include a section that describes how adoption of the Common Core standards might impact the development and implementation of the DC CAS-Alt during the 2010-11 school year and beyond.
- L.3.1.7** Proposals must show a clear understanding of the regulations regarding students in special populations and development of an alternate assessment based on alternate standards.
- L.3.1.8** Proposals may include sample documents created in the design, development and production of other state alternate assessment programs, including but not limited to the following:
 - a) Examples of ancillary materials developed to support state alternate assessment programs (e.g. teacher manuals, technical reports, and portfolio submission directions);
 - b) Sample score report designs and mock-ups; and

- c) Evidence of any independent evaluation or rating of the quality of the offeror's services.

L.3.1.9 *Representation, Certifications and Other Statements of offeror (Section K of this RFP)*

- L.3.1.9.1** Offerors must comply with Section K of the RFP as applicable.

L.3.2 PAST PERFORMANCE

- L.3.2.1** Proposals shall include a description of at least three (3) current or recent contracts of comparable size and scope as described in Section C.3, including a brief description of the work. The offeror provides references for the contracts, including the name of contact persons, titles, addresses and telephone numbers.

L.3.3 CORPORATE CAPABILITY, QUALIFICATIONS AND EXPERIENCE

- L.3.3.1** The offeror must demonstrate capacity in the proposed assignment of personnel and/or subcontractors to complete the tasks described in Section C.3. The offeror shall provide resumes of the project director and key personnel.
- L.3.3.2** Proposals must prove that the offeror has extensive knowledge and successful experience in helping states pass the peer review process for alternate assessments.
- L.3.3.3** Offeror provides an organizational chart that demonstrates the offeror's understanding and availability of staff to fulfill the required minimum staffing positions;
- L.3.3.4** Offeror provides staff information including resumes and certificates, demonstrating the qualifications and expertise of the offeror's proposed staff to meet the minimum qualifications for required staff and the expertise to perform the services required. Offeror provides position descriptions indicating the offeror's awareness and distribution of the minimum responsibilities for each staff position and acknowledges and assigns the responsibilities to perform the requirements among the offeror's proposed staff. The offeror's staff information, including resumes, certificates and position descriptions are consistent with the information presented in the offeror's organizational chart;
- L.3.3.5** Offeror provides details of the offeror's staff development initiatives including at a minimum the offeror's staff orientation curriculum and in-service training requirements, that illustrate the offeror's understanding of required staff development and the significant value of staff development relative to fulfilling the requirements;

L.3.3.6 Proposals must demonstrate technical capability to complete the printing, distribution, scanning, scoring, and reporting tasks required.

L.3.4 PRICE PROPOSAL

L.3.4.1 This section shall be submitted under a separate cover titled "Price Proposal". The Price Proposal shall include Offeror's proposed price for specific deliverables listed in Section B.3 of this RFP. 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.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.1 PROPOSAL SUBMISSION

Proposals must be submitted no later than **August 23, 2010, 2:00 P.M. EST.** Proposals, modifications to proposals, or requests for withdrawals that are received in the designated State office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.4.2 WITHDRAWAL OR MODIFICATION OF PROPOSALS

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

L.4.3 POSTMARKS

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

L.4.4 LATE MODIFICATIONS

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

L.4.5 LATE PROPOSALS

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

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than 15 days prior to the closing date and time indicated for this solicitation. The State will not consider any questions received less than 15 days before the date set for submission of proposals. The State will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by State officials before the award of the contract will not be binding.

L.6 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, *[insert name, address and telephone number]*, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise

the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.7.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the State except for use in the procurement process shall mark the title page with the following legend:

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

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the State will have the right to duplicate, use, or disclose the data to the extent consistent with the State's needs in the procurement process. This restriction does not limit the State'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.7.2 Mark each sheet of data it wishes to restrict with the following legend:

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

L.8 PROPOSALS WITH OPTION YEARS

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

L.9 PROPOSAL PROTESTS

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

next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 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.10 SIGNING OF OFFERS

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

L.11 UNNECESSARILY ELABORATE PROPOSALS

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

L.12 RETENTION OF PROPOSALS

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

L.13 PROPOSAL COSTS

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

L.14 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

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

L.15 CERTIFICATES OF INSURANCE

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

Jim Marshal, Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW Room 700 South
Washington, DC 20001
Phone : 202-724-4197
Email: Jim.Marshall@dc.gov

L.16 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The State must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.17 BEST AND FINAL OFFERS

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

L.18 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

- a) Name, address, telephone number and federal tax identification number of offeror;
- b) A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to

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

- c) 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.19 FAMILIARIZATION WITH CONDITIONS

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

L.20 GENERAL STANDARDS OF RESPONSIBILITY

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

- a) Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract;
- b) 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;
- c) Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them;
- d) Evidence of compliance with the applicable District of Columbia licensing and tax laws and regulations;
- e) Evidence of a satisfactory performance record, record of integrity and business ethics;
- f) Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them;

- g) Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations; and
- h) If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

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 State, 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 State in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

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

Proposals will be reviewed for thoroughness and quality of proposal, demonstrated technical expertise, and approach. Special attention will be given to the quality of professional development and cost for scoring DC CAS-Alt portfolios for the 2010-2011 school year. Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3 EVALUATION FACTORS

The total sum of the maximum points for Technical Factors shall be 80 points.

M.3.1 TECHNICAL APPROACH 30 POINTS

This factor considers the Technical Approach to be utilized by the offeror to perform the requirements as described in Section C of this solicitation. This factor examines the offeror's proposed technical plan, including the offeror's service description, service delivery, and knowledge of the population to be served to perform the required work. The offeror's knowledge and application of recognized industry standards and best practice models.

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

M.3.1.1 The State will evaluate offeror's proposal in accordance with the following criteria and requirements in Section L.3.1:

- a) Offeror presents a written narrative of the offeror's service description providing evidence of the offeror's understanding of the technical components of the requirements. The offeror demonstrates in a clear logical manner an awareness of the scope and complexity of services to be provided;
- b) Offeror presents a written narrative of the offeror's service delivery including appropriate methodologies and approaches to be used to accomplish the technical components of the requirements.

The offeror's proposed methodologies and approaches comprehensively cover all technical requirements while considering the population to be served, treatment objectives, and recognizing and addressing potential issues associated with performing the service;

- c) Offeror identifies in the service delivery narrative, specific creative and innovative features of the offeror's service delivery providing logical realistic rationale for the expected benefits to be derived from the features; and
- d) Offeror provides evidence in the offeror's service description and service delivery of industry standards and best practice models.

M.3.2 PAST PERFORMANCE

30 POINTS

This factor considers the offeror's past performance in performing services similar to the required services as described in Section C of this solicitation. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction of the offeror's performance.

The State will evaluate offeror's proposal in accordance with the following criteria and requirements in Section L.3.2:

- a) The past performance evaluations obtained by the State from a minimum of three (3) references provided by the offeror, are satisfactory or better, as described in the instructions and rating criteria on page 2 of the District's Past Performance Evaluation Form (Attachment J.9)

M.3.3 CORPORATE CAPABILITY, QUALIFICATIONS AND EXPERIENCE

20 POINTS

This factor considers the technical expertise to be accessed and provided by the offeror to perform the State's requirements as described in Section C and F of this solicitation. This factor encompasses all components of the offeror's staff and staff-related activities including the offeror's organizational structure, the qualifications and expertise of the offeror's proposed staff, and the offeror's staff development initiatives. This factor considers each staffing component, together and independently, and the importance of the interrelationships of each component toward the contribution of performing the service requirements.

This factor also encompasses the offeror's technical capacity to perform the required services including the offeror's quality assurance plan, system to measure and trace service delivery outcomes, and the scheduling, coordination and

documentation of the requirements. This factor examines technical capacity and the overall contribution and utilization of the offeror's techniques and processes in the successful fulfillment of the requirements.

The State will evaluate offeror's proposal in accordance with the following criteria and requirements in Section L.3.3:

- a) Offeror describes techniques, processes, and tests in the offeror's quality assurance plan to ensure that the offeror's staff and proposed service delivery perform the requirements and achieve the desired objectives that demonstrate the offeror's thorough and complete plan to perform the requirements. Provides evidence of the offeror's consistent commitment to quality, recognition and correction of weaknesses, and on-going initiatives to improve the offeror's performance of the requirements;
- b) Offeror provides a description and accompanying explanation of the offeror's system to identify and measure service delivery outcomes that demonstrate the offeror's understanding of the technical requirements relevant to the population to be served and the desired objectives; and
- c) Offeror presents evidence in the offeror's proposed position descriptions, service description, service delivery and quality assurance plans to exhibit the offeror's knowledge and awareness to schedule, coordinate and document the delivery of service requirements.

M.3.4 PRICE CRITERION

20 POINTS

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

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

M.3.5 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.6 (12 Points Maximum)

M.3.6 TOTAL POINTS (112 Points Maximum)

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

M.4 EVALUATION OF OPTION YEARS

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

M.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.6.1 APPLICATION OF PREFERENCES

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

- M.6.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.6.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.6.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.6.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.6.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.6.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.6.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

M.6.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.6.2 MAXIMUM PREFERENCE AWARDED

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

M.6.3 PREFERENCES FOR CERTIFIED JOINT VENTURES

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

M.6.4 VERIFICATION OF OFFEROR'S CERTIFICATION AS A CERTIFIED BUSINESS ENTERPRISE

M.6.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.6.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.6.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.7.1 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 State if payment is made within the discount period specified by the offeror.

M.7.2 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 State, 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 State check.