

SOLICITATION, OFFER, AND AWARD			1. Caption		Page of Pages	
			Consulting, professional development and coaching for educators Services		1	38
2. Contract Number	3. Solicitation Number	4. Type of Solicitation		5. Date Issued	6. Type of Market	
	DCGD-2010-R-2010	<input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		12/7/2009	<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Counter Washington, DC 20001			

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

SOLICITATION

9. Sealed offers in original and 2 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 Northwest, Suite 703 South Washington, DC 20001 until 2:00 PM local time 14-Dec-09 (Hour) (Date)

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

10. For Information Contact	A. Name	B. Telephone			C. E-mail Address
	Chris Yi	(Area Code) 202	(Number) 724-5069	(Ext)	chris.yi@dc.gov

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 150 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

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

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

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone	15 C. Check if remittance address is different from above - Refer to Section G		17. Signature
(Area Code) (Number) (Ext)			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 Contracting Officer		23. Signature of Contracting Officer (District of Columbia)
		24. Award Date

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Office of Contracting and Procurement, on behalf of the Office of the State Superintendent of Education (OSSE), Department of Special Education, Training and Technical Assistance seeks a contractor to provide consulting, professional development and coaching for educators on the Response to Intervention (RtI) framework for the continued implementation of the Stimulus for Sustained Student Achievement: Response to Intervention/Positive Behavior Intervention Support Pilot Program (RtI/PBIS Pilot Program) initiative that began fiscal year 2009.

B.2 The District contemplates award of Firm Fixed Price Contract.

B.3 PRICE SCHEDULE

B.3.1 Base Year (Date of Award through September 30, 2010)

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Provide consulting, professional development and coaching for educators on the Response to Intervention (RtI) framework for the continued implementation of the Stimulus for Sustained Student Achievement as described in Section C.	\$ _____

B.3.2 1st Option Year (October 1, 2010 through September 30, 2011)

Contract Line Item No. (CLIN)	Item Description	Total Price
1001	Provide consulting, professional development and coaching for educators on the Response to Intervention (RtI) framework for the continued implementation of the Stimulus for Sustained Student Achievement as described in Section C.	\$ _____

B.3.3 2nd Option Year (October 1, 2011 through September 30, 2012)

Contract Line Item No. (CLIN)	Item Description	Total Price
2001	Provide consulting, professional development and coaching for educators on the Response to Intervention (RtI) framework for the continued implementation of the Stimulus for Sustained Student Achievement as described in Section C.	\$ _____

B.3.4 Grand Total

Base Year Total: \$ _____

1st Option Year Total: \$ _____

2nd Option Year Total: \$ _____

Base and Option Years Total: \$ _____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

- a) The Office of Contracting and Procurement, on behalf of the Office of the State Superintendent of Education (OSSE), Department of Special Education, Training and Technical Assistance seeks a contractor to provide consulting, professional development and coaching for educators on the Response to Intervention (RtI) framework for the continued implementation of the Stimulus for Sustained Student Achievement: Response to Intervention/Positive Behavior Intervention Support Pilot Program (RtI/PBIS Pilot Program) initiative that began fiscal year 2009.

C.1.1 Applicable Documents

Item No.	Title	Date	Location
1	Individual with Disabilities Education Improvement Act (IDEIA, 2004)	2004	U.S. Department of Education http://idea.ed.gov/
2	No Child Left Behind (NCLB)	2004	U.S. Department of Education http://idea.ed.gov/

C.1.2 Definitions

The following terms when used in this procurement have the following meanings:

- C.1.2.1 Positive Behavior Intervention and Support (PBIS)** - an application of a behaviorally-based systems approach to enhance the capacity of schools, families, and communities to design effective environments that improve the link between research-validated practices and the environments in which teaching and learning occurs.
- C.1.2.2 Response to Intervention (RtI)** - the practice of providing high-quality instruction and interventions matched to student need, monitoring progress frequently to make decisions about changes in instruction or goals, and applying child response data to important educational decisions.
- C.1.2.3 Progress Monitoring** - is a scientifically based practice that is used to assess students' academic performance and evaluate the effectiveness of instruction.

- C.1.2.4 Office of the State Superintendent of Education Leadership Team (OSSE Leadership Team)**- project staff members from the OSSE's Department of Special Education who are leading the RtI/PBIS Pilot Program.
- C.1.2.5 Data collection**– the process of compiling formal and informal information from assessments, classroom data, and other student records to make instructional decisions for students.
- C.1.2.6 State Coaches** – employees of the Office of the State Superintendent of Education who will provide direct coaching support to the schools in the RtI/PBIS Pilot Program.
- C.1.2.7 Reading Intervention** – instructional approaches and programs designed to either prevent or remediate persistent reading difficulties with students.
- C.1.2.8 State of Education Agency – (SEA)**
- C.1.2.9 Local Education Agencies - (LEA)**
- C.1.2.10 Training and Technical Assistance – (TTA)**
- C.1.2.11 Quantitative** is assessment data that is collected and it is numerical.
- C.1.2.12 Qualitative** is observable behavior change which directly correlates to students receiving the appropriate educational intervention and being able to describe the results.

C.2 BACKGROUND

- C.2.1 The Training and Technical Assistance (TTA) unit is currently implementing the RtI/PBIS Pilot Program. The purpose of the pilot program is to create an educational model to reform education in the District of Columbia.
- C.2.2 The implementation of the pilot program requires school wide reform through the RtI framework. The Training and Technical Assistance unit seeks a Contractor who is a leading expert in the area of teaching how to teach reading to all students, as well as the RtI framework. The selected Contractor's responsibilities shall include providing intensive professional development, training, and coaching on effective reading intervention strategies, the use of best practices to teach reading to all students and progress monitoring for the District's pilot schools, as well as the OSSE Leadership Team. The contractor shall provide a comprehensive monthly and end of pilot project detailed, narrative report on the performance of each assigned pilot school, school leaders, educators, and students.
- C.2.3 In support of the OSSE's strategic goals, TTA is committed to ensuring that all students, particularly those with disabilities, receive an excellent education by providing high quality professional development, training and technical assistance in response to local and state needs. Our goal is to transform schools into high-level learning environments for all students, particularly those with disabilities, by building the capacity of school personnel. A key ingredient for school transformation is progress monitoring through data collection.
- C.2.4 RtI/PBIS Pilot Program-**
- C.2.4.1 The Stimulus for Sustained Student Achievement: Response to Intervention/Positive Behavior Intervention Supports Pilot Program (RtI/PBIS Pilot) is a statewide reform initiative that began in Fiscal Year 2009. The purpose of the initiative is to develop an RtI/PBIS model for the District of Columbia that effectively promotes best practice, is sustainable, and merits replication. RtI/PBIS concepts have been infused in federal laws such as Individuals with Disabilities Education Act (IDEA, 2004) and No Child Left Behind (NCLB), becoming a force for the fundamental shift in the delivery of instruction in the classroom.
- C.2.4.2 The RtI/PBIS concept has been around for more than 20 years and is an evidence-based approach for increasing achievement among struggling learners, especially children with disabilities. The RTI framework is a school wide initiative that encompasses general, remedial and special education through a multi-tiered model that allows for the utilization of resources for children in need of academic and/or behavioral support. When correctly implemented, RTI represents collaboration between general and special educators that can help all struggling learners. The RTI framework provides a seamless system of evidence-based interventions that focuses on data collection and analysis as part of a comprehensive evaluation.

C.2.4.3 On August 18, 2009, the OSSE launched the RtI/PBIS Pilot Program. After a rigorous screening process, four Local Education Agencies (LEAs) were selected to participate in the pilot. The pilot schools receive on-going professional development, coaching for teachers and administrators, access to scientifically based reading programs and interventions, and curriculum based measurement and progress monitoring tools to build capacity at the school level.

C.2.4.4 Reading intervention is an integral aspect of instruction for struggling learners in the RtI/PBIS Pilot Program. Ultimately, the success of reading intervention depends on the timely delivery of scientific, evidence based, instruction by highly trained educators. The pilot schools have received training on the components of reading, reading instruction, the psychology of reading, and methods and materials for teaching students how to read and/or remediation of struggling learners. In Fiscal Year 2009, the pilot schools received coaching on the use of *Blueprint for Intervention: Phonological Awareness* and *Blueprint for Intervention: Phonics*, (<http://store.95percentgroup.com/blueprintforinterventionphonologicalawareness.aspx>) both of which are programs aimed at improving reading instruction and assisting in progress monitoring for all students, particularly the struggling learners. Continued professional development for our educators and State Coaches is necessary to ensure faithful implementation and consistent readiness to address the needs of all learners in the pilot schools.

C.2.5 RtI/PBIS Pilot Coaching Objectives- The Training and Technical Assistance unit seeks an expert in scientific evidenced based core reading programs and scientific evidenced based effective reading intervention strategies to provide professional development, training and coaching to the RtI/PBIS Pilot Schools and OSSE State Leadership Team. As a result of the professional development, training and coaching sessions, the pilot schools will:

- a) Know how to administer the reading interventions with fidelity.
- b) Know how to effectively provide interventions to students in their identified areas of weaknesses.
- c) Know how to administer curriculum based measurement tools and phonics screeners to create an intervention plan to address the students' academic needs and increase their reading levels.
- d) Know how to create curriculum maps to differentiate instruction for all learners for effective core instruction.
- e) Know how to effectively progress monitor, analyze and disaggregate student data to effectively plan lessons for all students.
- f) Know and understand how to teach reading to all students.
- g) Develop teachers skilled in the use of scientific evidenced based reading programs and intervention strategies to address the needs of all learners.
- h) Observe a 5% increase in student reading scores for the 2009 – 2010 academic school year.

C.3 REQUIREMENTS

C.3.1 *RtI/PBIS Initiative Professional Development* - The contractor shall provide expert consulting services, professional development and coaching to all of the educators in this pilot in the areas of scientific, evidence based, core reading programs, effective reading intervention programs and effective reading intervention strategies for struggling reader. The contractor shall also provide professional development and coaching on data collection, analysis and progress monitoring to create effective lesson plans for core instruction and interventions for struggling students.

C.3.1.1 *RtI/PBIS Pilot Program Professional Development, Training and Coaching Sessions-*
The contractor shall provide professional development, training and coaching sessions to all of the pilot schools (four total) in the RtI/PBIS Pilot Program to meet the objective as described in C.2.5. The contractor shall provide professional development, training and coaching sessions three days per month beginning December 2009 – May 2010 at each pilot school.

C.3.1.2 *Core Professional Development to all LEAs:*

- 1) April 27, 2010 - Reading Intervention Strategies that Work.
- 2) April 28, 2010 – What is Response to Intervention?
- 3) May 11, 2010 – Reading Intervention.

C.3.1.3 *Professional Development, Training and Coaching on RtI, Reading Interventions, Effective Progress Monitoring, Data Collection and Analysis December 2009 – June 2010* - the contractor shall provide professional development, training and coaching sessions on the dates in C.3.1.1 and C.3.1.2. The professional development, training and coaching sessions shall be designed to increase the participants' capacity to effectively provide core reading instruction, effective reading intervention strategies and effective progress monitoring to close the achievement gap. For C.3.1.1, the professional development, training and coaching sessions shall include the consistent review of the pilot schools' student data as a means to teach pilot school educators how to effectively analyze their student data to inform instructional decisions.

C.3.1.4 The contractor shall provide the State Director of Training and Technical Assistance with a detailed description of the professional development, training and coaching session agenda for pilot schools and core professional development workshops 10 business days prior to the services being rendered.

C.3.1.5 After the services are rendered, the contractor shall submit a detailed narrative report/coaching log of assistance and next steps on the last day of each month. This report shall also include a section on the schools' monthly progress, based upon students progress.

C.3.1.6 In addition, a comprehensive final progress report at the conclusion of all services rendered from December 2009 – June 2010, including qualitative and quantitative

data, shall be submitted prior to approval of final invoicing and payments for services rendered. Contractor shall submit a template of the monthly report form for OSSE approval prior to the first training session.

C.3.1.7 *Training Materials*- The contractor shall provide hard copies of training materials to all of the participants. This applies for all training/coaching sessions provided by the contractor. The materials may be books, guides, workbooks, presentations, and all other handouts pertaining to the training. The number of participants per training listed in **C.3.1.2** on average ranges from 15 - 40 participants. The maximum number of participants per training is 50. The Contractor may contact the OSSE for an estimated number of registered participants one week prior to the scheduled training.

SECTION D: PACKAGING AND MARKING

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.

SECTION E: INSPECTION AND ACCEPTANCE

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

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be from date of award to September 30, 2010.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of two (2), one-year, option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

F.3 DELIVERABLES

Item #	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
1	RtI/Pilot Program Professional Development, Training, Technical Assistance and Coaching Agendas as described in C.3.1.4	24 total (1 per month per pilot school)	5 Hard copies and 1 e-mail copy in Word format	10 business days prior to each scheduled pilot school visit.	COTR
2	Narrative Report/Coaching Log of Assistance as described in C.3.1.5	24 Total (1 per month per pilot school)	5 Hard copies and 1 e-mail copy in Word format	December 31, 2009, January 31, 2010, February 28,	COTR

				2010, March 31, 2010, April 30, 2010 and May 31, 2010	
3	Core Professional Development Series to LEAs Agendas as described in C.3.1.2	5	5 Hard copies and 1 e-mail copy in Word format	April 13, 2010 April 14, 2010 April 27, 2010	COTR
4	Training Materials as described C.3.1.7	TBD Maximum is 50 per training.	Consultant will provide each participant with hard copies of the training materials and any other pertinent items listed in C.3.1.2 that are needed to fully participate in the training. The consultant will also provide the OSSE with 5 hard copies and an electronic copy of all training materials (i.e. presentation, handouts, etc) via email.	April 27, 2010 April 28, 2010 May 11, 2010	LEAs and COTR
5	Comprehensive Final Progress Report as described in C.3.1.6	5	5 Hard copies and 1 e-mail copy in Word format	July 1, 2010	COTR

SECTION G : CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below via e-mail. The address of the CFO is:

Name: OSSE Accounts Payable
Address: 441 4th St., NW 350 North
Washington, DC 20001
Telephone: 202) 727-6436

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

G.2.2.1 Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

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

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

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

G.2.2.7 Name, title, phone number and mailing address of person (if different from the

person identified in G.2.2.6 above) to be notified in the event of a defective invoice;
and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 PAYMENT

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

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries are in accordance with the following:

"Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B."

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

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

G.6.2 Payments to Subcontractors

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

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

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. 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.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

James Marshall
Office of Contracting and Procurement
Address: 441 4th St., NW 700 South
Washington, DC 20001
Telephone: 202) 724-4197
e-mail: jim.marshall@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Chandra Williams
State Director of Training and Technical Assistance
Department of Special Education

Office of the State Superintendent of Education (OSSE)
51 N Street NE, 7th Floor
Washington, D.C. 20002
(202) 724-7876 (Voice)
chandra.williams@dc.gov

- G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

This section does not apply to this solicitation.

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 resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONFIDENTIALITY OF INFORMATION

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

I.3 TIME

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

I.5 Reserved

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENT

- J.1.1** Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”),

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 District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

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

(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 Reserved

K.4 Reserved

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

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

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

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the offeror is considered to be a certification by the signatory that:
- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
 - 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(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);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original, one softcopy on CD and *two (2)* copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCGD-2010-R-2010".

L.2.1 *Knowledge, Skills, Abilities and Experience-* The Training and Technical Assistance unit seeks an expert in the field of reading, who meets and demonstrates the following qualifications:

- a) Nationally recognized by the International Dyslexic Reading Association as a leading expert in reading.

L.2.2 *Technical Approach, Methodology and Past Performance*

The technical proposal shall at a minimum provide:

- a) A statement of experience and/or qualifications as a nationally recognized leading expert in reading.
- b) A statement providing a detailed training plan for the coaching/training needs listed in C.3.

- c) A statement of the experience and/or qualifications of proposal to coach teachers and administrators on the reading interventions: *phonological awareness, phonics, fluency and comprehension instructional strategies.*

L.2.3 Price Schedule

L.2.3.1 The contractor shall provide a price schedule that shows the costs to render services described in C.3. If an hourly, half day, or daily rate applies, the contractor shall provide the hours associated with the time frame.

L.2.3.2 Price Proposal

- a) Completed Section B.3 Price Schedule..
- b) 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.

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being Evaluated}} \times 50\text{weight} = \text{Evaluated Price Score}$$

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

L.3.1 Proposal Submission

Proposals must be submitted no later than December 14, 2009 2:00 PM. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.3.2 Withdrawal or Modification of Proposals

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

L.3.3 Postmarks

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

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 Reserved

L.5 Reserved

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

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

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

L.14 Reserved

L.15 ACKNOWLEDGMENT OF AMENDMENTS

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

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of

Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

- L.17.1** Name, address, telephone number and federal tax identification number of offeror;
- L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.17.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 STANDARDS OF RESPONSIBILITY

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

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.19.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

SECTION M - EVALUATION FACTORS**M.1 EVALUATION FOR AWARD**

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

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

<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.

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

M.3 EVALUATION STANDARDS

M.3.1 In accordance with M.1 the District will make an award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the District, cost or price and technical factors listed below considered.

M.3.2 Technical Proposals will be evaluated based on the following technical evaluation factors which are listed in descending order of importance:

M.3.21 Technical Proposal

The standard is met when the offeror provides the information requested in L.2.1 & L.2.2.

M.4 EVALUATION CRITERIA

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

M.4.1 EVALUATION FACTORS

M.4.1.1 TECHNICAL (80 Points) as described in Section L.2.2

M.4.1.2 PRICE (20 Points) as described in Section L.2.3

M.4 EVALUATION OF OPTION YEARS

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

M.5 CLAUSES APPLICABLE TO ALL SET-ASIDE OR OPEN MARKET SOLICITATIONS OR OPEN MARKET WITH SET-ASIDE

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

M.5.1 SUBCONTRACTING REQUIREMENTS

If the prime contractor subcontracts any portion of the work under this contract, the prime contractor shall meet the following subcontracting requirements:

M.5.1.1 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; or

M.5.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.5.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

M.5.2 APPLICATION OF PREFERENCES

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

M.5.2.1 Any prime contractor that is a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

M.5.2.2 Any prime contractor that is a resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

M.5.2.3 Any prime contractor that is a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

M.5.2.4 Any prime contractor that is a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.5.2.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.5.2.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.5.3 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 for this procurement is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.4 PREFERENCES FOR CERTIFIED JOINT VENTURES

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

M.5.5 VENDOR SUBMISSION FOR PREFERENCES

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

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

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

M.5.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

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

M.5.6 SUBCONTRACTING PLAN

If the prime contractor intends to subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.5.1, the prime contractor responding to this solicitation 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 intends to subcontract in accordance with the provisions of section M.5.1, 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:

- M.5.6.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.5.6.2** 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;
- M.5.6.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- M.5.6.4** 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;
- M.5.6.5** 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;
- M.5.6.6** 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;
- M.5.6.7** 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;
- M.5.6.8** 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

M.5.6.9 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.

M.5.7 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:

M.5.7.1 The dollar amount of the contract or procurement;

M.5.7.2 A brief description of the goods procured or the services contracted for;

M.5.7.3 The name and address of the business enterprise from which the goods were procured or services contracted;

M.5.7.4 Whether the subcontractors to the contract are currently certified business enterprises;

M.5.7.5 The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

M.5.7.6 A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.5.1; and

M.5.7.7 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 M.5.1.

M.5.8 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

M.5.8.1 If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, 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.

M.5.8.2 In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through 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, failure, or falsified submission.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

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

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