

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

B.1 The District of Columbia Office of Contracting and Procurement, on behalf of Office of School

B.5 For contracts in excess of \$250,000 annually, at least 50% of the dollar volume of the contract shall be subcontracted in accordance with section H.9. A Subcontracting Plan form is available at www.nj.gov/education/procurement/documents.

C.4 BACKGROUND

The *RISE: Rigorous Instruction Supports Equity, a Teacher and School Leader Incentive Program* grant is a grant across three years and the potential for two additional years of funding after the initial three years. The purpose of the Teacher and School Leader (TSL) Incentive Program is to support entities in implementing, improving, or expanding their overall Human Capital Management System (HCMS), which must include a Performance-Based Compensation System (PBCS). The TSL programs primarily serve educators in high-need schools who raise student academic achievement and close the opportunity gap.

C.5 REQUIREMENTS

C.5.1 Contractor shall conduct a quarterly review of DCPS

TSL project narrative, timeline, and logic model to ensure alignment of evaluation to key project benchmarks and scope.

C.5.2 Contractor shall manage the annual development, revision, and finalization of a research-based evaluation model.

C.5.3 Contractor shall manage the annual development, revision, and finalization of a collaborative collection of diverse school, educator, and student data aligned to annual project-specific Performance Indicators and federally required GPRA measures.

C.5.4 Contractor shall oversee the annual coordination of collaborative collection of diverse school, educator, and student data aligned to annual project-specific Performance Indicators and federally required GPRA measures.

C.5.10 Contractor shall complete the required Final Performance Report, typically due to United States Department of Education 90 days after the end of the final grant budget/project period.

C.5.11 Contractor

C.5.22 Prior experience with TSL grant technical assistance is required.

C.5.23 Must be an approved DC Government vendor or must be able to successfully complete the vendor application and approval process.

C.5.24 Must submit and adhere to DCPS data confidentiality agreement.

SECTION D: PACKAGING AND MARKING

NOT APPLICABLE

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this 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 July 2010. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) base year and four (4) one ó year Option Years from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of one (1) base year

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invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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(name and address of assignee).ö

G.6 THE QUICK PAYMENT ACT

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.*, as amended, 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 at least 1.5% 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 the required payment date. The required payment date shall be:

G.6.1.1.1 The date on which payment is due under the terms of the contract.

G.6.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products.

G.6.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

G.6.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

G.6.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:

G.6.1.2.1 3rd day after the required payment date for meat or a meat food product.

G.6.1.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.1.2.3 15th day after any other required payment date.

G.6.1.3 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

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

G.6.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

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

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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 O c{qtøu Qtf gt 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 F kntlevqhEqmwo dlc kp gcej r tqlgevø rdqt hqteg:

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

H.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services (DOES) for jobs created as a result of this contract. The DOES shall be the Eqptcevqtø hktuvqwtæg qhtgthttcnhqt s wckkgf cr r entices and trainees in the implementation of employment goals contained in this clause.

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The Contractor shall be bound by the Y ci g F gvgto kpcvkqp P q. .: 2015- 4281, Revision No.: 16, Date of Revision: 01/04/2021 kuwgf d{ vj g W.U. F gr ctvo gpvqhNcdqt kp ceeqtf cpeg y kj vj g Ugtxleg EqptcevCev, 41 W.U.E. § 351 *et seq.*, cpf kpeqtr qtcvgf j gtgkp cu Ugevkkp L2. Vj g Eqptcevqt uj cmdg dqwpf d{ vj g y ci g tcvgu hqt vj g vgtø qh vj g eqptcevuvdlgevq tgxkukqp cu ucvgf j gtgkp cpf kp ceeqtf cpeg y kj **enwug'46'qhvj g'UER**. Kicp qr vkqp ku gzgtekgf, vj g Eqptcevqt uj cmdg dqwpf d{ vj g cr r rkecdrg y ci g tcvgu cvvj g vko g qh vj g gzgtekg qh vj g qr vkqp. Kivj g qr vkqp ku gzgtekgf cpf vj g EQ qdvckpu c tgxkugf y ci g f gvgto kpcvkqp, vj g tgxkugf y ci g f gvgto kpcvkqp ku cr r rkecdrg hqt vj g qr vkqp r gkqf u cpf vj g Eqptcevqt o c{ dg gpvkrgf vq cp gs vkcdrg cf lwvo gpv.

H.3 PREGNANT WORKERS FAIRNESS

H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adveW*(thF1 15(k.Tm0.2BTB5/,nBT00000912 0 612 792 reW*nBT/F1 12 Tf1 0 0 1 93.62ET

- (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
- (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

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

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT** in its place:

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

H.5.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq.

- H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.
- H.6 RESERVED**
- H.7 RESERVED**
- H.8 RESERVED**
- H.9 SUBCONTRACTING REQUIREMENTS**
- H.9.1 Mandatory Subcontracting Requirements**
- H.9.1.1** For all contracts in excess of \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 50% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor that is certified by DSLBD as a small, local, g.77 Tm0W*nBT/F5 12 Tf1 61.0 Gjftds (

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only with0 G 0.12 p74.08 12 13.824 reW*nB3o1 0 0 1 90.984 537.19 Tmct2 0.1792

3. Custom Products - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. District - The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, r gthqto , cf cr v(wprguu Eqpvtcevqt cf xkugu vj g F kwtlevcur ctvqhEqpvtcevqt) bid that adaptation y knxkqrvg gzkvpi ci tggg gpvu qt ucwvgu cpf Eqpvtcevqt f go qpvtcvgu uvej vq vj g F kwtlevu satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C.

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B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above

(a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

(1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Eqptcevtøu emkø shall contain at least the following:

(i)

- (b) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (c) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 CHANGES

Delete clause 15, Changes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes in its place:

15. Changes:

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-

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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 (July 2010)	
	U.S. Department of Labor Wage Determination.: 2015- 4281, Revision No.: 16, Date of Revision: 01/04/2021	

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form

available at <http://ocp.dc.gov>,
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SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

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N004 SELECTION OF NEGOTIATION PROCESS

In accordance with 27 DCMR § 1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of 27 DCMR § 1632.1. If the CO elects to proceed with negotiations under subsection (c) of 27 DCMR §1632.1, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 The offeror shall submit one (1) original electronic copy of the proposal and associated cwcej o gpvu. Vj g r tqr qucnu uj cmdg uwdo kwgf kp vy q r ctw vkwgf, ÷Vgej plecnRtqr qucrö cpf ÷Rtleq Rtqr qucrö. Vj g grgextqple r tqr qucnuj cmj cxg c 12-r qkpvhpvuk g qp 8.5ö d{ 11ö r cr gr size. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted via dcpsoa.inquiries@k12.dc.gov and file marked: Proposal in Response to Solicitation No. RFP GAGA-2021-R-0050 ÷Kutwvqpcncpf Rctgpvcn kpxqrgo gpv Ugtxleguö Vj g go cknvcpuo kukqp o wvlpemf g vj g pco g qhdkf fgt/qhgtqt, go cknf f tguu, cpf telephone number.

L.2.2 All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

L.2.3 The offeror shall submit two (2) attachments in its electronic submittal: (1) a technical proposal, and (2) a price proposal. **Please note that each attachment is limited to a maximum size of 25 MB.**

L.2.4 The offeror shall lcdngncej cwcej o gpv, kg., ÷Vgej plecnRtqr qucrö, ÷Rtleq Rtqr qucnö

L.2.5 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 vj g F kwt lev vq gxcncv vj g qhgtqt u t gur qpug. Vj g qhgtqt uj cmuwo kvkphqto cvkqp kp c ercgt, concise, factual, and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested 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 way the offeror proposes to fully meet the requirements in Section C.

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L.2.7 The District will reject any offer that fails to include a subcontracting plan that is required by law.

L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. T g f c e v g f e q r l g u q h v j g q h g t q t u proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) requires the District to make available electronically e q r l g u q h t g e q t f u v j c v o w u v d g o c f g r w d i e. V j g F k u m l e v u r q r l e { k u v q t g r g c u g f q e w o g p w relating to District proposals following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

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NCVG'RTQRQUCNU**

L.4.1 Proposal Submission

L.4.1.1 Proposals must be submitted electronically via email at: via dcpsoca.inquiries@k12.dc.gov no later than , Wednesday, April 9, 2021, at 2:00 PM EST.

L.4.1.2 Error in Proposal

Offerors are fully responsible to read and understand all information and requirements e q p v c l p g f k p v j g u r l e k e v k p p. H e k n t g v q f q u q y k m d g c v j g q h g t q t u o t k u m k p g x g p v q h c discrepancy between the unit price and the total, the unit price shall govern.

N0604 Y k j f t c y c r l q t 'O q f H h e c v k p p 'q h 'R t q r q u e m

An offeror may modify or withdraw its proposal via email notification to the Contracting Officer at any time before the closing date and time for receipt of proposals

N0605 N c v g 'R t q r q u e m

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

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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

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- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments.
- (c) Has a satisfactory performance record
- (d) Has a satisfactory record of integrity and business ethics
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations
- (f) Has a satisfactory record of compliance

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