

SOLICITATION, OFFER, AND AWARD		1. Caption STUDENT INFORMATION SYSTEM (SIS)		Page of Pages 1 54	
2. Contract Number	3. Solicitation Number GAGA-2014-R-0017	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued 11/19/2013	6. Type of Market <input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracts and Acquisitions 1200 First Street, NE 11th Floor -- Suite 1135 Washington, DC 20002			8. Address Offer to: Office of Contracts and Acquisitions 1200 First Street, NE 11th Floor -- Suite 1135 Washington, DC 20002		

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

SOLICITATION

9. Sealed offers in original and 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 1200 First Street, NE Suite 1135, Wash., DC 20002 until 3pm local time 9-Dec-13 (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
	(Area Code)	(Number)	(Ext)			

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OFFER

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

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

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

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

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

B.1 The District of Columbia Office of Contracts and Acquisitions, on behalf of the District of Columbia Public Schools (DCPS), Office of Data and Strategy (ODS) is seeking a contractor to can provide a Student Information System (SIS) and the associated consulting around initial configuration and deployment.

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

B.3 **PRICE SCHEDULE – FIRM FIXED PRICE**

B.3.1 **BASE YEAR : (Date of Contract Award thru September 30, 2014)**

Contract Line Item No. (CLIN)	Item Description	Total Price
#0001 Implementation Consulting	Consulting services on SIS technical implementation, infrastructure design and customization of system for DCPS through the term of the Base Year period.	\$
#0002 ES Requirements	Creation and documentation of requirements for deployment of SIS to Elementary Schools through April 30, 2014	\$
#0003 Secondary School Scheduling Requirements	Creation and documentation of requirements for deployment of scheduling components of SIS to Middle and High schools through the term of the Base Year period.	\$
#0004 ES Change Management Consulting	Costs for consulting support for transition from old SIS to new SIS for Elementary schools (ie data transfer, user deployment, training, help desk support, etc.) through Base Year term	\$
#0005 Software Setup Costs	Software setup costs for SIS technical implementation for the term of the Base Year period [before 30 Sept 2014 (as applicable)].	\$
#0006 Ongoing Software Costs for the 1 st year	Annual software or other licensing costs for the 1 st year (as applicable)	\$
Grand Total for B.3.1		\$

B.3.2 OPTION YEAR ONE: (October 1, 2014 to September 30, 2015)

Contract Line Item No. (CLIN)	Item Description	Total Price
#1001 Implementation Consulting	Consulting services on SIS technical implementation, infrastructure design and customization of system for DCPS through Option Year One term.	\$
#1002 ES Operational Support	Ongoing operational support for Elementary School use of SIS (ie training, help desk support, onsite support, etc.) through Option Year One term.	\$
#1003 Secondary School Requirements	Creation and documentation of requirements for deployment of all components of SIS to High Schools for SY2015-2016.	\$
#1004 Secondary School Change Management Consulting	Costs for consulting support for transition from old SIS to new SIS for Middle and High schools (ie data transfer, user training, help desk support, etc.) through Option Year One period.	\$
#1005 Software Setup Costs	Software setup costs for SIS technical implementation for Option Year One period (as applicable).	\$
#1006 Ongoing Software Costs for the 2 nd year	Annual software or other licensing costs for the Option Year One period (as applicable).	\$
#1007 Customization Training & Documentation	Training materials and documentation detailing all information necessary for further customization of system by DCPS resources	\$
Grand Total for B.3.2		\$

B.3.3 OPTION YEAR TWO: (October 1, 2015 to September 30, 2016)

Contract Line Item No. (CLIN)	Item Description	Total Price
#2001 Implementation consulting	Consulting services on SIS technical implementation, infrastructure design and customization of system for DCPS through Option Year Two period.	\$ _____
#2002 Operational Support for all Schools	Ongoing operational support for DCPS wide use of SIS (ie training, help desk support, onsite support, etc.) through Option Year Two period.	\$ _____
#2003 Transition to DCPS Resources	Transition of maintenance, customizations, and operational support to DCPS resources through Option Year Two period.	
#2004 Additional Requirements	Creation and documentation of requirements for further changes to SIS for SY2015-2016 through Option Year Two period.	\$ _____
#2005 Software Setup Costs	Software setup costs for SIS technical implementation for Option Year Two Period (as applicable).	\$ _____
#2006 Ongoing Software Costs for the 3 rd year	Annual software or other licensing costs for Option Year Two (as applicable).	\$ _____
#2007 Additional Documentation	Additional documentation on further customizations, etc.	\$ _____
Grand Total for B.3.3		\$ _____

B.3.4 OPTION YEAR THREE: (October 1, 2016 to September 30, 2017)

Contract Line Item No. (CLIN)	Item Description	Total Price
#3001 Implementation Consulting	Consulting services on SIS technical implementation, infrastructure design and customization of system for DCPS through Option Year Three period.	\$ _____
#3002 Operational Support for all Schools	Ongoing operational support for DCPS wide use of SIS (ie training, help desk support, onsite support, etc.) through Option Year Three period.	\$ _____
#3003 Transition to DCPS Resources	Transition of maintenance, customizations, and operational support to DCPS resources through Option Year Three period.	\$ _____
#3004 Additional Requirements	Creation and documentation of requirements for further changes to SIS for SY2016-2017 through Option Year Three period.	\$ _____
#3005 Software Setup Costs	Software setup costs for SIS technical implementation for Option Year Three (as applicable).	\$ _____
#3006 Ongoing Software Costs for the 4 th year	Annual software or other licensing costs for Option Year Three (as applicable).	\$ _____
#3007 Additional Documentation	Additional documentation on further customizations, etc.	\$ _____
Grand Total for B.3.4		\$ _____

- B.4** An 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.9.1.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

C.1.1 Introduction:

The District of Columbia Public Schools (DCPS), Office of Data and Strategy seek a Contractor that can provide a Student Information System (SIS) and the associated consulting around initial configuration and deployment. This system will replace the current SIS and must be capable of meeting internal needs for tracking and reporting of student data as well as supporting basic school operations such as enrollment, scheduling, mark entry, behavior, and attendance. DCPS requires a flexible, robust, and scalable solution to provide for the capture and analysis of student information and the support of these operational processes. We are also in the midst of a high impact, dynamic reform effort and as such it is critical that this replacement SIS can be continuously and independently customized by DCPS resources once the initial deployment by the Contractor has been completed. Relying on continuous or periodic releases of updated functionality by a Contractor development team will not be considered a valid approach to meeting this goal.

In addition to the SIS capabilities, DCPS is seeking a Contractor with a strong history of technical project implementation with the associated requirements gathering and process mapping experience. The Contractor should also possess extensive knowledge and experience within the industry so as to recommend creative solutions that will meet or exceed the DCPS evaluation criteria. Preference will be afforded to the Contractor that provides the most comprehensive and cost effective solution based on the following criteria (See Sections L.2, M.2, and M.3):

- Customizability
- “Out of the Box” Functionality and overall User Friendliness
- Cost
- Contractor Capability

C.1.2 Background/History

The current Student Information System (SIS), the DC Student Tracking And Reporting System (DC STARS), is a customized version of Pearson’s (formerly Administrative Assistants Limited) eSIS product which in turn is implemented using Oracle Forms technology. It was deployed across the district in the 2003-2004 School Year. The back end is an Oracle 10g two node cluster, the middle tier utilizes oracle forms application server, and the user interface is presented via a java applet running through the user’s browser. There are also additional back up, development, and test instances running on independent servers.

DC STARS initially served DCPS adequately but has been showing its age and is increasingly getting in the way of the ongoing dynamic reform effort. Data entry in the system can be very cumbersome and the interface paradigm is very dated.

While DC STARS is configurable and customizable to a certain extent, the degree of flexibility is not sufficient to support DCPS policy as it evolves.

We have encountered numerous challenges which have necessitated the creation of external systems to address gaps in the functionality available in DC STARS. This has resulted in a fragmented view of student data as well as confusion on the part of school based end-users which has negatively impacted our overall data quality.

The prime factor behind these challenges is the pace and scope of reform here at DCPS. We have a very entrepreneurial culture and requirements that are valid initially quickly become out of date necessitating the continuous development of new features and adjustment of existing features of any data system put in place but especially those of the core SIS. Those systems which focus only on a fixed set of requirements end up becoming useless and out of date much more quickly than in other school districts. In contrast, systems which are able to be constantly and immediately enhanced through either configuration or customization are able to keep up with the demands of new policies and processes. Thus the customizability and the flexibility of any new data system is the most crucial factor for success, as much as or even more so than the “out of the box” feature set supported by a SIS.

The degree of customizability necessary to meet the unique requirements of DCPS is a challenge we have often encountered with many other COTS or Contractor-provided systems. We have found that Contractor release cycles have been too inflexible and too rigid to effectively support the pace of reform. Systems designed in a way that allowed DCPS to independently adjust or add functionality have been much more successful. As such, it is critical that the SIS which replaces DC STARS provides the ability for DCPS resources to customize any aspect without the need to rely on interaction with the SIS Contractor.

Unfortunately DC STARS falls short in this respect. Certain aspects of the system are configurable (eg graduation requirements, absence thresholds for attendance letters, schedule patterns, etc) and the data model is customizable in certain limited respects. However there is limited ability to add new features which are not natively available, no access to be able to customize business rules beyond the built in configuration screens, and no ability to configure any data entry or single record view screens. Neither the layout nor the actual fields appearing in the standard user interfaces can be changed. New attributes can be added to certain core tables (ie, Students, Schools, Courses, etc) but these extended attributes are only available through a special menu, not through the standard screens, making access and entry non-intuitive and difficult. Many aspects of DCPS policy simply cannot be implemented with the current system necessitating the implementation of other systems to cover feature gaps in DC STARS.. Other aspects can only be supported in the most cursory manner.

C.1.3 Current System Challenges

Some specific examples of challenges with the current SIS implementation behind DC STARS are listed below. (Note: this is by no means an exhaustive list but is presented merely to give a sense of the pain points)

- Current SIS cannot be configured with sufficient flexibility to meet evolving policy
 - No way to add, remove or format fields in standard user interface screens;
 - No way to easily configure data entry validation;
 - No way to add new interface screens or modify existing screens;
 - Custom fields can only be accessed by navigating to a different user interface containing all custom fields. They cannot be viewed or modified in any standard interfaces; and
 - Existing business rules offer limited configurability, no new business rules not supported by original design can be added

- Current SIS is very cumbersome to use.
 - Navigation through different screens can only be done via antiquated drop down menus, no standard modern web navigation paradigms (“back button”, bread crumbs, etc);
 - Outdated user interface not taking into account current technologies enhancing the user experience and information layout;
 - User interface uses obsolete technology (Java Applet requiring JVM version 6 or lower) incompatible with modern operating systems and browsers;
 - Unnecessarily complicated transactional model results in very non-intuitive user experience (eg records appearing to save but have not actually been, etc);
 - Too easy to create duplicate records, too difficult to de-duplicate records; and
 - Planning for next school year awkward to do in current school year.

- Basic Design limitations
 - No consistent way to track teachers (teacher id is not stable);
 - Difficult to integrate with other systems other than with data exports (no live sharing or real-time updates of information outside of system);
 - Can track end state of student but not steps in between
 - No workflow or ability to do gated approvals
 - No automated notifications of pending actions or threshold triggers
 - New reports can be added but cannot replace existing reports which results in confusion for users as to which they are supposed to use;
 - No good way to track actual instruction time as class timings and course scheduling are not tightly linked;
 - Poor data entry and validation capabilities result in lack of data quality;
 - Ad hoc reporting is very non-intuitive and difficult to use; and
 - Creation of front-end reports requires specific technical skills and cannot be done by program owners or end users

These pain points and others not specifically listed prevent the District from delivering reliable systems to measure and advance our student learning and student/classroom management. The better a replacement system can address these points the better a fit it will be for DCPS.

C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference: all Contractors responding to this solicitation must complete these templates as part of their proposal.

Item No.	Doc Type	Title	Date
1	MS Excel	DCPS SIS RFP Vendor Qualifications template.docx	
2	MS Word	DCPS SIS RFP Vendor Project Plan template.docx	
3	MS Word	DCPS SIS RFP Vendor Transition Plan template.docx	
4	MS Word	DCPS SIS RFP Evaluation Requirements template.xlsx	

C.3 DEFINITIONS

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

Term	Definition
Secondary School	High school and middle schools
SIS	Student Information System
DC STARS	DC Student Tracking and Reporting System

C.4 BACKGROUND

Profile of District of Columbia Public Schools:

- We are 45,000 students committed to graduating from high school, prepared for college and work.
- We are 4,000 teachers determined to live up to our unparalleled role in ensuring the achievement of our students.
- We are 125 principals who demonstrate the vision to build positive school communities focused on academic achievement.
- We are 2,300 classroom aides, social workers, counselors, custodians, and other support staff who understand that our students must be safe, healthy, and supported in order to achieve at the highest possible levels.
- We are countless parents and family members supporting our children and demanding a high-quality education for them.
- We are more than 1,000 community organizations and thousands of volunteers who provide support for our students and staff in their daily work to achieve excellence.

- We are the residents of Washington DC, who know that a strong school system and high achieving students are the backbone and the future of this city.

The numbers tell only part of the story, but we are proud of the measurable improvements happening in our schools. The facts and statistics listed below will give you a snapshot of our progress, as well as a glimpse of where we're heading next.

Schools SY 2011-2012:

School Type	Schools	Official Enrollment
Education Campus	19	8,022
Elementary School	65	20,521
Middle School	14	4,759
High School	18	10,047
Special Education School	3	298
Other Programs*	6	1,544

*Other programs include STAY schools, CHOICE, Incarcerated Youth Program and Youth Services Center. Non-public students are not included in these counts.

Student Demographics:

Category	SY 11-12
% Student Population Black	72%
% Student Population Hispanic	14%
% Student Population Other Ethnicity	4%
% Student Population White	10%
% Students in Special Education*	18%
% Students ELL	10%
% Students with Free/Red. Lunch	70%

*This number includes non-public students.
DCPS Office of Data and Accountability, October 5, 2011.

Attendance, Truancy and Graduation Rate:

<u>Category</u>	<u>SY 08-09</u>	<u>SY 09-10</u>	<u>SY 10-11</u>	<u>SY 11-12</u>
<u>Average Daily Attendance</u>	<u>93%</u>	<u>93%</u>	<u>94%</u>	<u>95%</u>
<u>Truancy</u>	<u>20%</u>	<u>15%</u>	<u>12%</u>	<u>11%</u>
<u>Graduation Rate *</u>	<u>72%</u>	<u>73%</u>	<u>53%</u>	<u>56%</u>

*SY 10-11 is the first year graduation rate was calculated based on the Adjusted Cohort Graduation method as required by the U.S. Department of Education. The Adjusted Cohort Graduation Rate is determined based on the total number of students who graduate with a regular diploma within four years.

Student Performance:

DC Comprehensive Assessment System (DC CAS)

This annual assessment measures students' knowledge and skills in the Common Core State Standards in reading and math. It is taken by students in grades 2-10 and is administered in the spring..

Additional Testing Areas

- Students in grades 4, 7 and 10 also take the composition test.
- Students in grades 5 and 8 also take the science test.
- Students in grades 9-12 who take biology (during the school year) take the biology test.
- Students in grades 5, 8 and high school take the health test.

Management and Administration

- DC CAS policy is set by the Office of the State Superintendent of Education (OSSE)
- DCPS is responsible for administering the assessment in DCPS schools

Percentage of DCPS students who scored proficient or advanced on DC CAS

<u>Grade Level/Subject</u>	<u>SY 08-09</u>	<u>SY 09-10</u>	<u>SY 10-11</u>	<u>SY 11-12</u>
<u>Elementary Math</u>	<u>49%</u>	<u>43%</u>	<u>42%</u>	<u>46%</u>
<u>Elementary Reading</u>	<u>49%</u>	<u>44%</u>	<u>43%</u>	<u>45%</u>
<u>Secondary Math</u>	<u>40%</u>	<u>44%</u>	<u>46%</u>	<u>46%</u>
<u>Secondary Reading</u>	<u>41%</u>	<u>43%</u>	<u>44%</u>	<u>42%</u>

National Assessment of Educational Progress (NAEP)

This chart shows how students are doing according to the **National Assessment of Educational Progress (NAEP)**, a different test that is taken nationally and allows us to compare students in DC with students in each state. One thing to remember in comparing DC to other states is that we are not a state but rather an urban district, so comparisons to states may be misleading.

DCPS students who scored proficient or above on NAEP:

<u>Grade Level</u>	<u>2009</u>	<u>2011</u>
<u>4th Grade Reading</u>	<u>18%</u>	<u>20%</u>
<u>8th Grade Reading</u>	<u>14%</u>	<u>15%</u>
<u>4th Grade Math</u>	<u>19%</u>	<u>23%</u>
<u>8th Grade Math</u>	<u>12%</u>	<u>15%</u>

C.5 REQUIREMENTS

C.5.1 High Level System Requirements

DC STARS is the major information system here at DCPS. While there are a number of ancillary systems supporting all aspects of the reform, there are certain core functions directly supporting day to day operations at the school and district level which are provided solely by DC STARS. These high level core functions must also be covered in some way by the features available in any replacement SIS and are listed below. A more detailed prioritized requirements list is provided in the file "DCPS SIS RFP Evaluation Requirements template.xlsx" (see section J.12).

C.5.1.1 Student Information System High Level Core Functions:

C.5.1.1.1 Customizability

- C.5.1.1.1.1 Customizable front end user interface
- C.5.1.1.1.2 Customizable back end data model
- C.5.1.1.1.3 Customizable middle tier business rules
- C.5.1.1.1.4 Configurable security model
- C.5.1.1.1.5 Customizable standard canned reports

C.5.1.1.2 Tracking of student attributes

C.5.1.1.3 Attendance entry both daily and class period level

C.5.1.1.4 Discipline/Behavior Tracking

C.5.1.1.5 Scheduling, both school and student level

C.5.1.1.6 Mark Entry (ie course marks, report cards, etc)

C.5.1.2 Student Information System High Level Ancillary Functions

C.5.1.2.1 Program Tracking

C.5.1.2.2 Assessments

C.5.1.2.3 Teacher Grade Book

C.5.1.2.4 Parent Web Portal

C.5.1.2.5 Student Web Portal

C.5.1.2.6 Mobile/Tablet Interface

C.5.1.2.7 Ad hoc reporting

C.5.2 High Level Project Requirements

In order to assure the successful implementation and deployment of the replacement SIS, the Contractor shall provide full project management and initial operational support for the base year and up to three additional option years. At a high level the Contractor shall provide the following:

C.5.2.1 Project management

C.5.2.1.1 Project plan

C.5.2.1.2 Requirements gathering and business process mapping

C.5.2.1.3 Testing plan

C.5.2.2 Operational support

C.5.2.2.1 Training plan and training materials

C.5.2.2.2 End user desktop support (

C.5.2.2.3 Customization training materials

C.5.3 High Level Project Timeline

The intention of the District of Columbia Public Schools is to identify and select a Contractor by March 10, 2014. Implementation planning will begin immediately thereafter. To help ensure a successful implementation of this new SIS, DCPS expects a phased approach to deployment. The system would be first deployed only for all elementary schools for the 2014-2015 school year. Secondary schools (middle and high schools) would then start using it for the 2015-2016 school year.

Please note that deployment for a particular school year requires the system is live and fully tested much before the actual first day of school. In particular certain components related to school master scheduling and student course scheduling would need to be ready for secondary schools in the winter/spring of 2015 in order for them to be ready for the 2015-2016 school year.

However, while DCPS prefers this approach we are open to alternative proposals from Contractors.

C.5.4 Roles and Responsibilities

C.5.4.1 Contractor Responsibilities

- C.5.4.1.1 Contractors shall propose a complete solution including;
- C.5.4.1.2 Requirements gathering and process mapping
- C.5.4.1.3 Implementation/deployment consulting
- C.5.4.1.4 Initial customizations to meet requirements
- C.5.4.1.5 Project management
- C.5.4.1.6 Initial end user training and support

C.5.4.2 The Contractor shall assign a minimum of one overall full-time, onsite project manager to coordinate project. This project manager must be present at all demos during proposal process.

- C.5.4.2.1 If system requires the Contractor to make customizations to meet any requirements, Contractor shall provide one full time technical lead to coordinate that effort. This resource may be on or off site.
- C.5.4.2.2 The Contractor shall provide all end-user training materials and end user system documentation on base system and customizations
- C.5.4.2.3 The Contractor shall provide transition documentation and instructions detailing how DCPS resources can customize system
- C.5.4.2.4 The Contractor shall provide explicit escalation pathway to Contractor upper management and corporate leadership team to address any issues not resolved to DCPS' satisfaction by immediate project team
- C.5.4.2.5 The Contractor shall track and regularly report on status of all aspects of project (milestones, deliverables, issues, etc) using format and with frequency agreed upon at project initiation.

C.5.4.3 DCPS Responsibilities

- C.5.4.3.1 DCPS will provide a project manager to coordinate from the DCPS side. This project manager will be responsible for lining up all resources and materials required by the Contractor implementation team and will be dedicated solely to this SIS project and no other. They will also act as a co-lead for the project along with the Contractor designated project manager and will help ensure all deliverables are met.
- C.5.4.3.2 The DCPS project manager will not report to nor be specifically directed by any Contractor personnel.
- C.5.4.3.3 DCPS may, at its sole discretion, replace any DCPS resources assisting this project with other resources (including project manager) and/or designate third party advisors to support this project at any stage.

- C.5.4.3.4 All project plan milestones and requirements documentation will be signed off by DCPS personnel designated at the time of award. Any deviations from agreed upon scope and timeline shall also require explicit signoff by the same designee or a specified replacement.
- C.5.4.3.5 All payments shall be contingent on project execution milestones agreed upon and signed by DCPS

SECTION D: PACKAGING AND MARKING

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

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number five (5) Inspection of Supplies and 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: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

- F.2.1** The District may extend the term of this contract for a period of three 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 preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.
- F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

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

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

F.3 DELIVERABLES

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

CLIN	Deliverable	Due Date
0002	Elementary school requirements documentation	30 Apr 14
0001, 0004, 0005, 0006	Elementary school SIS implementation for SY2014-2015	1 Jun 14
1002, 2002, 3002	End user training and support materials	TBD
0003	Secondary school scheduling requirements documentation	1 Aug 14
1003	Secondary school full requirements documentation	28 Feb 15
1001, 1004, 1005, 1006	Secondary school SIS implementation for SY2015-2016	1 Jun 15
2003, 1007	Customization instructions and documentation	TBD
2001, 2004, 2005, 2006, 2007	Further SIS customization and deployment for SY2016-2017	1 Jun 16
3001, 3004, 3005, 3006, 3007	Further SIS customization and deployment for SY2017-2018	1 Jun 17

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. The District of Columbia Public Schools, Office of the Chief Financial Officer (OCFO) now accepts and process its invoices electronically. The Contractor shall submit their invoice simultaneously to deps.invoices@dc.gov and the Contractor Administrator (CA) identified in G.9 to facilitate payment of the invoice(s).

If you do not have access to submit invoices electronically, the backup method is to prepare invoices in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9. The address of the CFO is:

District of Columbia Public Schools
Office of the Controller/Agency CFO
1200 First Street NE 11th Floor
Washington, DC 20002

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

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

G.2.2.2 Contract number and invoice number;

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

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

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

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

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment 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

G.4.1 PARTIAL PAYMENTS

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

- a) The amount due on the deliveries warrants it, or
- b) The contractor requests it and the amount due on the deliveries is in accordance with the following
 - "Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule in section B.5 and Section F.3"
 - "Payment will made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B"; and
- c) Presentation of a properly executed invoice

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice 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 seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

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

G.6.2.2 The Contractor 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

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

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

Glorious Bazemore
Deputy Chief Procurement Officer
Office of Contracts and Acquisitions
District of Columbia Public Schools
1200 First Street, NE – Suite 1135, Washington, DC 20002
Telephone: (202) 442-5113
Email: glorious.bazemore@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

G.9 CONTRACT ADMINISTRATOR (CA)

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

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

- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the CA is:

Andrew Patricio
Deputy Chief for Data Systems
Office of Data and Strategy
District of Columbia Public Schools
Washington, DC 20002
Email: andrew.patricio@dc.gov

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

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

G.9.4 The Contractor 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.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103 Rev. 13, dated 06/19/2013, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

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

to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

- H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).
- H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:
- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
 - (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.5.3** The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
- (1) Number of employees needed;
 - (2) Number of current employees transferred;
 - (3) Number of new job openings created;
 - (4) Number of job openings listed with DOES;
 - (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
 - (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.
- H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- H.5.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:
- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
 - (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

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

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

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

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

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

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

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

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

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

- H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.2 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.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal.

Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
 - H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
 - H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
 - H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
 - H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
 - H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor 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.9.2.7** 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.9.2.8** 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.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;
- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 Subcontractor Standards

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

H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan

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

H.10 DISTRICT RESPONSIBILITIES

- H.10.1** DCPS will provide a project manager to coordinate from the DCPS side. This project manager will be responsible for lining up all resources and materials required by the Contractor implementation team and will be dedicated solely to this SIS project and no other. They will also act as a co-lead for the project along with the Contractor designated project manager and will help ensure all deliverables are met.

H.10.2 The DCPS project manager will not report to nor be specifically directed by any Contractor personnel.

H.10.3 DCPS may, at its sole discretion, replace any DCPS resources assisting this project with other resources (including project manager) and/or designate third party advisors to support this project at any stage.

H.10.4 All project plan milestones and requirements documentation will be signed off by DCPS personnel designated at the time of award. Any deviations from agreed upon scope and timeline shall also require explicit signoff by the same designee or a specified replacement.

H.11 CONTRACTOR RESPONSIBILITIES

H.11.1 Contractors must propose a complete solution including

H.11.1.1 Requirements gathering and process mapping

H.11.1.2 Implementation/deployment consulting

H.11.1.3 Initial customizations to meet requirements

H.11.1.4 Project management

H.11.1.5 Initial end user training and support

H.11.1 Contractor must assign a minimum of one overall full-time, onsite project manager to coordinate project. This project manager must be present at all demos during proposal process.

H.11.2 If system requires Contractor to make customizations to meet any requirements, Contractor shall provide one full time technical lead to coordinate that effort. This resource may be on or off site.

H.11.3 Contractor must provide all end-user training materials and end user system documentation on base system and customizations

H.11.4 Contractor must provide transition documentation and instructions detailing how DCPS resources can customize system

H.11.5 All payments shall be contingent on project execution milestones agreed upon and signed by DCPS

H.11.6 Contractor shall provide explicit escalation pathway to Contractor's upper management and corporate leadership team to address any issues not resolved to DCPS' satisfaction by immediate project team

H.11.7 Contractor shall track and regularly report on status of all aspects of project (milestones, deliverables, issues, etc) using format and with frequency agreed upon at project initiation

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

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

- I.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ with (Contractor's Name); and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the CO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code

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supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher.

B. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000.00 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000.00 per occurrence for each wrongful act and \$1,000,000.00 annual aggregate.

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

6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$1,000,000.00 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
 7. 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.
- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Glorious Bazemore
Deputy Chief Procurement Officer
Office of Contracts and Acquisitions
District of Columbia Public Schools
1200 First Street, NE – Suite 1135, Washington, DC 20002
Telephone: (202) 442-5113
Email: glorious.bazemore@dc.gov

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 GOVERNING LAW

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

SECTION J: ATTACHMENTS

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

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 <i>2005-2103 Rev. 13, 06/19/2013</i>
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	Bidder/Offeror Certifications available at www.ocp.dc.gov click on "Solicitation Attachments"
J.9	RFP proposal qualifications questions (DCPS SIS RFP Vendor Qualifications template.docx)
J.10	Project Plan template (DCPS SIS RFP Vendor Project Plan template.docx)
J.11	Transition plan template (DCPS SIS RFP Vendor Transition Plan template.docx)
J.12	Detailed Functional Requirements (DCPS SIS RFP Evaluation Requirements template.xlsx)

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form

available at www.ocp.dc.gov click on "Solicitation Attachments"

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[s] whose offer[s] 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 a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 The offeror shall submit one (1) original, and six (6) copies of the written proposals. The 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. RFP GAGA-2014-R-0017 "Student Information System" + name of bidder/offeror.

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation "Evaluation Factors". The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program 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.2.3.2 Technical Proposal Guidelines

The technical proposal must consist of the following documents. Any proposal deviating from these guidelines will not be accepted. Contractors will provide a detailed response of how they plan to implement, train and release the solution. Additionally, Contractors will provide detailed transition plan from Contractor support to DCPS staff to DCPS.

L.2.3.2.1. <Offeror Name> DCPS SIS Proposal.pdf– The narrative body of the proposal.

Each Contractor is free to use their own template and include any information they deem relevant but at minimum this document must include the following sections:

- a. **System Technology** – A section describing the overall design, including:
 - i. system architecture
 - ii. different modules available to users and how they interact with the core framework
 - iii. list of software languages, frameworks, or software libraries used to implement each module.
 - iv. details of any components consisting of or using commercial or open-source software that was not developed in house
- b. **Customizability** – A section describing the solution’s basic approach towards supporting customizability by DCPS staff, ie fork of source code, APIs, etc. including an overview of what can be customized vs what cannot, etc.

L.2.3.2.2. <Offeror Name> DCPS SIS Vendor Qualifications.pdf– Document containing a response to every question on the Contactor’s background and qualifications. **All Contractors must use the template listed in section J.9 above.**

L.2.3.2.3. <Offeror Name> DCPS SIS ProjectTeam.pdf– PDF document outlining the overall project team and roles of individuals. Each Contractor is free to use their own format for this document. The names of the individuals acting as the project manager and technical lead (if needed) are required. Their qualifications and/or prior experience with an implementation of this magnitude must be explicitly listed and their resumes included. Specification and resumes of any other team members are appreciated but not required. Expectations around participation of DCPS staff in the core implementation team must be explicitly called out. Any subcontractor performing services against this agreement must be fully listed. The following information must be listed for each subcontractor:

- i. Complete description of any work proposed to be provided by subcontractors, and evidence of each subcontractor’s qualifications to complete that work.
- ii. Firm name, address, and management contact person.
- iii. Customer references (with contact names and phone numbers) for similar type of work that each subcontractor has performed within the last five years (schools Districts, in particular).
- iv. Any history of previous collaborations/partnerships between the Contractor and the named subcontractors

L.2.3.2.4. <Offeror Name> DCPS SIS VendorProjectPlan.pdf– Document outlining Contractors high-level proposed project plan. **All Contractors must use the template listed in section J.10 above.** This project plan will be subject to review and finalization as one of the first tasks of the Contractor once contract award has been made and work has begun. However, the Contractor must demonstrate how they will achieve the goal of deployment of the new SIS to all elementary school grades for the 2014-2014 school year followed by the deployment to all secondary school grades for the 2015-2016 school year. The project plan must at minimum address the following areas/phases:

- i. Requirements gathering and process mapping
- ii. Hardware/software/infrastructure installation and/or configuration
- iii. Testing/QA
- iv. Expected delivery timeframe for any customizations which are required to meet agreed upon feature set
- v. Switchover from current SIS to replacement system (data transfers etc)
- vi. System deployment and initial training and user support

This plan will be updated and finalized as one of the initial tasks of this project and will form the basis for project accountability between DCPS and the selected Contractor.

L.2.3.2.5. <Offeror Name> DCPS SIS VendorTransitionPlan.pdf – Document outlining Contractors high-level proposed plan to transition from deployment/implementation by the Contractor team to ongoing maintenance and operations by the DCPS resource team. **All Contractors must use the template listed in section J.11 above.**

L.2.3.2.6. <Offeror Name> DCPS SIS References.pdf – A document that lists any previous projects similar to what is outlined in this RFP including client contact information Each Contractor is free to use their own format for this document. Specifically, describe any similar SIS implementation projects, the size of the project team, roles of each member, which members were from customer staff and which members were from your firm, the project dates and major deliverables, and the most significant positive and negative factors in the project. In particular please provide the following contact information (organization, name, address, phone number)::

- i. Two (2) references representing your largest school districts using the SIS and/or any other proposed application(s). Please indicate which version of the software each organization is using. At least one reference must be using a locally hosted version of the application.
- ii. One (1) reference using the associated services requested in this RFP (ie, implementation consulting, training, support, etc)

L.2.3.2.7. <Offeror Name> DCPS SIS EvaluationRequirements.xlsx – The excel spreadsheet that contains a list of the DCPS identified functional requirements. **All Contractors must fill out the template listed in section J.12.** Please score each functional requirement based on the proposed solution’s ability to satisfy that particular requirement using the rubric below. Scores should be noted in the column “Vendor Response” and details provided in the column “Vendor Comments” as requested. If necessary, additional relevant information may also be provided in that column.

Score	Description
“Y”	Requested functionality will be delivered by proposed solution with no deployment configuration required and can be immediately demonstrated to DCPS.
“N”	Requested functionality will not be provided (note: blank or missing scores will be considered to have been entered as “N”)
“C1”	Requested functionality will be delivered by configuration of existing software through the use of standard front end interfaces and/or back-end configuration. The expectation is that the code base will not require any modification. You must indicate the following in the comments column: Brief description of configuration required or interface used Estimated level of complexity (High, Medium, Low)
“C2”	Requested functionality will be delivered via new features added via custom development by the Contractor with the costs included in the proposal quote. You must indicate the following in the comments column: Description of customization Estimated level of complexity (High, Medium, Low)
“C3”	Requested functionality can be optionally delivered as new features added via custom development by the Contractor with the costs listed separately as optional in the price proposal. You must indicate the following in the comments column: Description of customization Estimated level of complexity (High, Medium, Low) Estimated associated costs
“UD”	Requirement will be met by planned software enhancement that is currently under development or in beta test but will be released in time to be included in this deployment. You must indicate the following in the comments column: Description of enhancement Status of current development Estimated delivery date of enhancement Estimated additional costs to DCPS (if any)
“P”	Requirement is will be met by feature planned for future release. You must indicate the following in the comments column: Date when the feature will be released Estimated any additional costs to DCPS (if any)
“3”	Requirement will be met by 3rd party software package included in this proposal. You must indicate the following in the comments column Name of the proposed 3rd party software package Interface/integration services being proposed.

L.2.3.3 Price Proposal Guidelines

<Offeror Name> DCPS SIS Price Proposal.pdf – The price proposal must separately breakdown the overall price for the initial contract term and subsequent option years using the CLINS outlined in section B. Contractors are free to use their own format for this document but must make sure to price each year and every item listed in section B separately.

L.2.4 The offeror shall label each attachment as noted in section L.2.3 above

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 the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services 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 manner in which the offeror proposes to fully meet the requirements in Section C.

L.2.6 The offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

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. Redacted copies of the offeror's 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 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 §2-534(a)(1). Successful proposals will be published on the DCPS website in accordance with D.C. Official Code §2-361.04, subject to applicable FOIA exemptions.

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 3pm EST, Monday, December 9, 2013. 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 CO 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.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 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.4.4 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.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 5pm EST, Monday, December 2, 2013. The District will not consider any questions received after the specified date of Monday, December 2, 2013 at 5pm EST.** The District 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 District officials before the award of the contract will not be binding.

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 pricing for the option year(s).

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 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, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.9 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 visual and other presentation aids beyond those necessary for the demonstration are neither necessary nor desired.

L.10 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.11 PROPOSAL COSTS

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

L.12 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 1.8 to:

Glorious Bazemore
Deputy Chief Procurement Officer
Office of Contracts and Acquisitions
District of Columbia Public Schools
1200 First Street, NE – Suite 1135, Washington, DC 20002
Telephone: (202) 442-5113
Email: glorious.bazemore@dc.gov

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. The District 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.14 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 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 CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of offeror;

L.15.2 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, 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.15.3 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.16 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.17 GENERAL STANDARDS OF RESPONSIBILITY

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

L.17.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business 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 with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;

- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.17.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

L.18 SPECIAL STANDARDS OF RESPONSIBILITY

L.18.1 Summary of Platform Requirements and Expectations for Demonstration

All Contractor proposals submitted by the due date will be considered. Those Contractors whose written proposals are evaluated and accepted as outlined in Section M will be invited to participate in a demonstration day. All demonstrations will take place in person and on site at the DCPS administrative offices. At minimum, the project manager designated above will be expected to attend however no more than 6 additional Contractor representatives will be allowed. Contractors will receive written notification for the exact date and time for their demonstration day.

L.18.2.2 Demonstration Scope.

Contractors will be required to demonstrate their solution's capabilities. The list below can be used as guidance but the detailed final schedule for the day will be released to each Contractor no less than 10 business days before the date of their particular demonstration. All Contractors will follow exactly the same demonstration schedule. If a particular feature is not currently available but is planned on being implemented to fulfill certain requirements, the Contractor will be expected to describe in detail how that customization will work, the level of effort it will take to implement, and the timeline for implementation.

L.18.2.3 System overview

- L.18.2.3.1** System architecture and technology stack
- L.18.2.3.2** Basic user interface paradigm
- L.18.2.3.3** High level data model overview
- L.18.2.3.3** Customization approach overview
- L.18.2.3.4** End-user documentation

L.18.2.4 Enrollment

- L.18.2.4.1** Admission/Registration/Withdrawal process
- L.18.2.4.4** Data entry validation

L.18.2.5 Scheduling

- L.18.2.5.1** School level master schedule setup, bell schedule/period timing setup
- L.18.2.5.2** Student level course scheduling
- L.18.2.5.4** Graduation requirements tracking and configuration

- L.18.2.6 Mark Entry**
- L.18.2.6.1 Basic mark entry process
- L.18.2.6.2 Report card configuration
- L.18.2.6.3 GPA calculation configuration

- L.18.2.7 Attendance/Discipline**
- L.18.2.7.1 Period and daily attendance configuration and entry
- L.18.2.7.2 Incident and Suspension tracking
- L.18.2.7.3 Intervention triggering and tracking

- L.18.2.8 Reporting**
- L.18.2.8.1 Configuration of built in reports
- L.18.2.8.2 Ad hoc reporting capability

- L.18.2.9 Customizability**
- L.18.2.9.1 Customization framework/approach
- L.18.2.9.2 User interface customization
- L.18.2.9.3 Middle tier/business rule customization
- L.18.2.9.4 Backend database/data model customization
- L.18.2.9.5 Integration with other systems

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

M.1.1 Proposal Evaluation Process

DCPS will establish an evaluation committee to score and rank all proposals received from every Contractor. The evaluation committee will review all proposals submitted by Contractors in response to this RFP for form, content, and compliance with the criteria. Based on this proposal review, selected Contractors (Presentation Contractors) will be selected for on-site evaluation. Upon selection and notification of the Presentation Contractors, all non-selected Contractor will also be notified.

Presentation Contractors will be asked to provide a practical demonstration of the system at the DCPS central office building located at 1200 1st St NE, Washington DC, 20002 for hands-on examination by the Evaluation Committee. The schedule and detailed scope for the demonstration will be sent to each Presentation Contractor at least 10 business days ahead of their scheduled demonstration date so as to provide time to plan. The demonstration will at a minimum be expected to cover the technical customizability and out of the box features of the system.

The Presentation Contractors must be prepared to negotiate final pricing and services once notified of winning bid. The final contract shall not deviate in any material way from the proposal. DCPS may negotiate with one or many Contractors.

The contract will be awarded to the Contractor whose offer is most advantageous to the District, based upon the evaluation criteria specified below. 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.

All responses to this proposal become the property of the District and (other than pricing) will be held confidential, to the extent permissible by law. The District will not be held accountable if parties other than the District obtain material from proposal responses without the written consent of the Contractor.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

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

M.3 EVALUATION CRITERIA

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

M.3.1 TECHNICAL CRITERIA (85 Points Maximum)

M.3.1.1 Contractor Capability (10 Points total)

Contractor's ability and commitment to meeting the requirements of the RFP and to delivering the proposed solutions and services in the timeline outlined. Contractor's corporate vision, stability and depth will be assessed against DCPS needs. More specifically Contractors will be evaluated in the following areas:

M.3.1.1.1 Past experience implementing and supporting similar solutions 4 pts

Relevant Documents: DCPS SIS Project Team (L.2.3.2.3), DCPS SIS References (L.2.3.2.6), DCPS SIS Contractor Qualifications (L.2.3.2.2)

- a. 1 pt – Experience of project manager and project team members with SIS implementation projects (L.2.3.2.3)
- b. 1 pt – Depth of Contractor background and qualifications (L.2.3.2.2)
- c. 1 pt – Thoughtfulness of expectations for DCPS team members (L.2.3.2.3)
- d. 1 pt – Relevancy of listed references (L.2.3.2.6)

M.3.1.1.2 Project plan, especially approach for supporting phased rollout 4 pts

Relevant Documents: DCPS SIS Contractor Project Plan (L.2.3.2.4)

- a. 4 pts – Quality of plan for phased rollout. ie, realistic technical and non-technical milestones, completeness, etc

M.3.1.1.3 Plan to transfer user and customization support to DCPS resources 2 pts

Relevant Documents: DCPS SIS Contractor Transition Plan (L.2.3.2.5)

- a. 1 pt – Overall approach
- b. 1 pt – Skills and technology required of DCPS resources

M.3.1.2 System Design and Capability (25 Points total)

Evaluation of how well the solution feature set supports DCPS requirements. More specifically Contractors will be evaluated in the following areas:

Relevant Documents: DCPS SIS Proposal (L.2.3.2.1 – "System Technology" section), DCPS SIS Evaluation Requirements (L.2.3.2.7 – all sections except for "Customizability"),

M.3.1.2.1 System Technology (L.2.3.2.1) 2 pts

M.3.1.2.2 System Functionality and Usability (L.2.3.2.7) 23 pts

The weighting for each tab in the Evaluation Requirements spreadsheet is given below. Only the following tabs count towards the points for this evaluation item.

- a. 1 pt each (5 pts total) – Reporting, Attendance, Discipline, School Information, Parent Portal
- b. 2 pts each (6 pts total) – Enrollment, Mark Entry, Gradebook
- c. 3 pts each (12 pts total) – General, Technical, Scheduling, Student Information

The “Customizability” tab from the spreadsheet is addressed in section M.3.1.3 below.

M.3.1.3 System Customizability (30 Points total)

Evaluation of how system can be customized **BY DCPS RESOURCES** to meet future requirements. Areas requiring Contractor implementation beyond the initial deployment of the system or relying on Contractor release cycles will not be considered as being customizable

Relevant Documents: DCPS SIS Proposal (L.2.3.2.1 – “Customizability” section), DCPS SIS EvaluationRequirements (L.2.3.2.7 – “Customizability” section only)

- M.3.1.3.1 Customizability approach (L.2.3.2.1) **7 pts**
- M.3.1.3.2 User interface customizability (L.2.3.2.7) **10 pts**
- M.3.1.3.3 Workflow, Business rules and Permissions customizability (L.2.3.2.7) **5 pts**
- M.3.1.3.4 Backend database or data model customizability (L.2.3.2.7) **8 pts**

M.3.1.4 Onsite Evaluation and Product Demo (20 Points total)

Presentation Contractors will be required to make available a fully functional application for the purpose of product capabilities demonstration and hands on evaluation. Each Contractor will be evaluated based on the following criteria:

- M.3.1.4.1 Application architecture and user friendliness **4 pts**
- M.3.1.4.2 Enrollment support **2 pts**
- M.3.1.4.3 Scheduling support **2 pts**
- M.3.1.4.4 Mark Entry support **1 pts**
- M.3.1.4.5 Attendance/Discipline support **2 pts**
- M.3.1.4.6 Reporting capabilities **1 pts**
- M.3.1.4.7 User interface customizability **3 pts**
- M.3.1.4.8 Data model/Database customizability **2 pts**
- M.3.1.4.9 Middle tier/business rule customizability **1 pts**
- M.3.1.4.10 Gradebook **1 pts**
- M.3.1.4.11 Parent portal **1 pts**

M.3.2 PRICE CRITERION (15 Points Maximum)

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

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

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

M.3.4 TOTAL POINTS (112 Points Maximum)

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

M.4 EVALUATION OF OPTION YEARS

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

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 Application of Preferences

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

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

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

M.5.2 Maximum Preference Awarded

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

M.5.3 Preferences for Certified Joint Ventures

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

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

- M.5.4.1** Any Contractor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.
- M.5.4.2** Any Contractor 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.5.4.3** All Contractors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

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

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