COMMONWEALTH of VIRGINIA
STANDARD CONTRACT
CONTRACT NO. DOE-LASTP-2013-04 -5

This contract entered into this 17th day of October, 2013 by American Institutes for Research hereinafter called the "Contractor" and Commonwealth of Virginia, **Department of Education (DOE)**, called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

SCOPE OF SERVICES: the Contractor shall provide LTP Excluding Management services at the elementary, middle and high school levels for Virginia public school divisions and other Virginia state or local public educational bodies requiring such services as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From **November 01, 2013** through **October 31, 2016.**

The contract documents for **LTP Excluding Management Services** as described in the Scope of Services shall consist of:

(1) This signed form;
(2) The following portions of the Request for Proposal #DOE-LASTP-2013-04, dated June 14, 2013:
   a) Section I, Purpose, last paragraph;
   b) Section III, Statement of Needs, Section A;
   c) Section VI, Reporting and Delivery Instructions, excluding D (Small Business Subcontracting Plan).
   d) Section VIII, General Terms and Conditions;
   e) Section IX, Special Terms and Conditions;
   f) Section X, Method of Payment;
(3) Addendum No. 2 issued August 12, 2013, item #7; and
(4) The Contractor's proposal dated August 15, 2013, clarification to the proposal received by email dated August 20, 2013, with the negotiated modifications to the proposal dated October 02 and 03, 2013, excluding Attachment F, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor	**Purchasing Agency**
By: Nilda Silva	By: Marie Williams
Signature	*Signature*
Nilva da Silva	MARIE WILLIAMS
Printed Name	*Printed Name*
Title: Contracts Officer	Title: DIRECTOR OF TAX CREDIT PROGRAMS, PROCUREMENT, & FIXED ASSETS

Note: The Virginia Department of Education does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

I. PURPOSE

The VDOE intends to make multiple contract awards from which applicable school divisions and other state or local public educational bodies requiring such services can select a LTP. The potential exists that multiple LTP choices will be available; however, there is no guarantee that if selected for an award under any resulting contract that each LTP will be chosen to serve a Virginia school division or other state or local public education body requiring such services. VDOE will post the LTP contract list to its website (www.doe.virginia.gov). The Virginia public school divisions or other state or local public educational bodies requiring such services will have the option to select any LTP identified as providing the required services at the required school level(s) from the resulting LTP contract list. Each Virginia public school division or other state or local public educational body requiring such services will establish the time period for performance of services by the selected LTP at the contracted price established as a result of this RFP. The LTP may decline its selection provided it can demonstrate to the requesting public educational entity that its current commitments or lack of sufficient resources will not allow for timely and quality performance. In this case the school division or other state or local public educational body may select another LTP from the LTP contract list. Payment for services provided, under any resulting contract(s) of this RFP, shall be billed by the LTP directly to the contracting school division or other state or local public educational body.

III. STATEMENT OF NEEDS

A. The Contractor shall:

Furnish all labor and resources on an as-needed, when-needed basis to increase student achievement in persistently low-achieving Virginia public schools. To increase student achievement, the contractor shall develop and implement an academic program for one or more of the core discipline areas of mathematics, science, history/social science and language arts using the following desired approaches or other proposed approaches approved by VDOE as a result of this RFP, as well as those that may be refreshed or added during the performance of any resulting contract. The contractor shall integrate all academic and support services to include the following turnaround principles or meaningful interventions designed to improve the academic achievement of students in persistently low-achieving schools. Services must be aligned with all of the following "turnaround principles:"

1. Provide strong leadership by: (1) reviewing the performance of the current principal; (2) either replacing the principal if such a change is necessary to ensure strong and effective leadership, or demonstrating to the state education agency that the current principal has a track record in improving achievement and has the ability to lead the turnaround effort; and (3) providing the principal with operational flexibility in the areas of scheduling, staff, curriculum, and budget;

2. Ensure that teachers are effective and able to improve instruction by: (1) reviewing the quality of all staff and retaining only those who are determined to be effective and have the ability to be successful in the turnaround effort; (2) preventing ineffective teachers from transferring to these schools; (3) providing job-embedded, ongoing professional development based on the teacher evaluation and support systems and tied to teacher and student needs; (4) working with the school division or other state or local public educational body to recruit and recommend teachers and a leader(s) who have a proven record of success of increasing student achievement; and (5) recommending necessary restructuring of teacher and leader contracts;

3. Redesign the school day, week, or year to include additional time for student learning and teacher collaboration;

4. Strengthen the school's instructional program based on student needs by (1) ensuring that the instructional program is research-based, rigorous, and aligned with state academic content

standards; (2) providing comprehensive, coherent, manageable and integrated instructional and support programs; (3) recommending which existing programs are to be continued and which programs are to be eliminated; and (4) consistent with the state Standards of Learning (SOL), recommending alignment of curriculum, instruction, classroom formative assessment and sustained professional development to build rigor, foster student-teacher relationships, and provide relevant instruction that engages and motivates students.

5. Use data to guide instruction and for continuous improvement, including providing time for collaboration on the use of data and providing formative and providing ongoing reports on program effectiveness to include, but not limited to, student achievement, parental involvement, student attendance, and student discipline;

6. Establish a school environment that improves school safety and discipline and addresses other non-academic factors that impact student achievement, such as students' social, emotional, and health needs; and

7. Provide ongoing opportunities for family and community engagement.

B. The Contractor may manage schools. A local school division or other state or local public educational body may require the services of an LTP who provides full management services for one or more persistently low-achieving Virginia public schools (the "LTP Full Management" Option). Contractors selected to manage a school under the authority of the local school division or other state or local public educational body shall:

1. Lead the reform effort and be given increased ability to act and the authority to make choices.

2. Develop and recommend a budget to the local school division or other state and local public education body based on available per student amounts of local, basic Standards of Quality (SOQ), school improvement, appropriated Title monies, and special education funding in addition to other sources identified and aligned specifically for the turnaround zone.

3. Work with the school division or other state and local public educational bodies to seek outside funding from the greater community (business, private foundations, federal, and state sources) to support the reform effort.

VI. REPORTING AND DELIVERY INSTRUCTIONS:

A. PROGRESS REPORTS: Each contractor shall submit a written progress reports to the school division or other state or local public educational body detailing the following listed items:

1. For schools classified as persistently low-achieving schools: Cumulative enrollment data for each student by student testing identifier (ID) and by name. Such data must include daily attendance information including number of absences, tardiness, discipline referrals, out-of-school suspensions and in-school suspensions by infraction and by teacher, and parental request meetings by infraction and by teacher. Data should be transmitted quarterly through the Single Sign-on Web System (SSWS) provided by the VDOE.

2. Quarterly, aggregate student achievement data including grades for the grading period, diagnostic data, benchmark assessment data, progress monitoring assessment data, and SOL assessment data, if available (for schools classified as persistently low-achieving schools, by student ID and by aggregate by tiered intervention, for all others, aggregate by tiered intervention).

3. Quarterly, teacher recruitment activities, teacher professional development activities (including agendas of all staff meetings), and teacher absenteeism.

4. Monthly, for schools classified as persistently low-achieving schools, completed teacher evaluations and observations. Monthly, for all other schools, completed teacher observations and recommendations made to the principal regarding teacher observations.

5. Monthly, core SOL curriculum taught including all essential skills and knowledge in each of the four core content areas.

6. Quarterly, number of minutes provided for extended learning opportunities.

7. Quarterly, report on the development and coordination of supporting partnerships.

8. Monthly, line item budget expenditures.

9. Quarterly, report of parental development activities.

10. Any other report requested by the local school division or other state or local public educational body.

B. Payment under the contract may be withheld until such report is delivered or other appropriate remedies may be assessed in lieu of withholding such payment.

C. The contractor shall submit a final summary report, following each school year, highlighting accomplishments to the school division or other state or local public body and to the VDOE Office of School Improvement. The final report shall be submitted no later than October 1 and should include any recommendations for future consideration by the school division or other state or local public educational body.

VIII. GENERAL TERMS AND CONDITIONS

A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual.* A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.

B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual.* The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA).* If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if

the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over $10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. To Prime Contractor:

   a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

   b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

   c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

   d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

   e. **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia,* § 2.2-4363).

2. To Subcontractors:

   a. A contractor awarded a contract under this solicitation is hereby obligated:

      (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

      (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

   b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the

Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL,* APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

a. By mutual agreement between the parties in writing; or

b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

R. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - $100,000.

3. Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - $1,000,000 per occurrence.

S. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

T. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

U. **NONDISCRIMINATION OF CONTRACTORS:** An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

V. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order.

b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
(i) DMBE-certified Small Businesses: 1%, capped at $500 per order.
(ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at $1,500 per order.

c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
(i) DMBE-certified Small Businesses: 0.75%, capped at $500 per order.
(ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at $1,500 per order.

d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
(i) DMBE-certified Small Businesses: 1%, capped at $500 per order.
(ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at $1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

W. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

X. **SET-ASIDES**. This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

Y. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

Z. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

IX. SPECIAL TERMS AND CONDITIONS:

1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

2. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

3. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:_____	August 15, 2013	2:00 P.M.
Name of Offeror	Due Date	Time
_____	DOE-LASTP-2013-04	
Street or Box Number	RFP No.	
_____	Low Achieving Schools Turnaround Partners	
City, State, Zip Code	RFP Title	

Name of Buyer Ann Sells

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

4. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for two (2) successive one-year periods under the terms and conditions of the original contract, and at a reasonable time (approximately 90 days) prior to the expiration.

5. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

6. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not

required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

7. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

a. It is the goal of the Commonwealth that 40% of its purchases is made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

b. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a yearly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

c. Each prime contractor who wins an award valued over $200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

8. **CONTINUITY OF SERVICES:**

a. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

(i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
(ii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

9. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS**: If school divisions or other state or local public education bodies use eVA to issue purchase orders against this contract, the solicitation/contract may result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.

a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order.

b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
(i) DMBE-certified Small Businesses: 1%, Capped at $500 per order.
(ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at $1,500 per order.

c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
(i) DMBE-certified Small Businesses: 0.75%, Capped at $500 per order.
(ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at $1,500 per order.

d. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:
(i) DMBE-certified Small Businesses: 1%, Capped at $500 per order.
(ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at $1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:
If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

10. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

11. **PAYMENT:** (School Divisions)

1. To Prime Contractor:

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia,* § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

X. **METHOD OF PAYMENT**: Contractor shall submit invoices on a monthly basis in arrears or as agreed to by the contractor and ordering entity. The ordering entity shall make payments, in accordance with the applicable Prompt Payment Act provisions (reference Section X, J and Section IX, 11), provided the invoice is accurate and in accordance with the resulting contract and pricing agreed to as part of the award of the contract.

COMMONWEALTH of VIRGINIA

DEPARTMENT OF EDUCATION
P.O. BOX 2120
RICHMOND, VA 23218-2120

August 12, 2013

ADDENDUM NO. 2 TO ALL OFFERORS

Reference – Request for Proposal:	RFP #DOE-LASTP-2013-04
Commodity Code:	92471 – Low Achieving Schools Turnaround Partners
Dated:	June 14, 2013
For Delivery To:	Department of Education
Offer Due:	Until 2:00 PM, August 15, 2013
Pre-proposal Conference:	10:00 a.m., July 09, 2013

The above is hereby changed to read:

1. Reference RFP Table of Contents (page 2) XII. Attachments - Attachment D –"Small Business Participation Form" is hereby deleted from the Table of Contents.

2. Reference RFP Section IV. B. 7. Specific Proposal Instructions (page 8 and 9). - Paragraph #7 is deleted in its entirety.

3. Reference RFP Section V. A. Evaluation Criteria (page 9) – Delete item #7 Criteria "Small Business Subcontracting Plan" from both tables, "LTP Excluding Mangement" Option and "LTP Full Management" Option.

4. Reference RFP Section VI D. Reporting and Delivery Instructions (page 11) – Paragraph D, "Small Business Subcontracting Plan," is deleted in its entirety.

5. Reference RFP Section IX, Special Terms and Conditions, paragraph #7 (page 20) – Paragraph #7, "Small Business Subcontracting And Evidence of Compliance" is deleted in its entirety.

6. Reference RFP Attachment D. Small Business Subcontracting Plan (page 28) – Delete Attachment D, "Small Business Subcontracting Plan," in its entirety.

7. Reference RFT Section IX, Special Terms and Conditions (page 18) – Add the following Special Terms and Conditions as #12 and #13:

12. **OWNERSHIP OF INTELLECTUAL PROPERTY**: All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract ("the Intellectual Property") shall become the sole property of the Virginia Department of Education. The contractor hereby assigns to the Commonwealth exclusively all right, title, and interest in and to all rights in the Intellectual Property that the contractor may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of the contractor. The parties do not intend for and the contractor shall not be deemed to be a joint author or inventor of the Intellectual Property. Upon request, the contractor shall promptly provide any further acknowledgment or assignment in a tangible form satisfactory to the Virginia Department of Education to evidence the Virginia Department of Education's sole ownership of the Intellectual Property.

13. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Virginia Department of Education. In the event that the contractor subcontracts any part of the work specified herein, the contractor shall include the "OWNERSHIP OF INTELLECTUAL PROPERTY" language above in the contract(s) with the subcontractor(s), shall remain fully liable and responsible for the work to be done by its subcontractor(s), and shall assure compliance with all requirements of the contract.

Note: A signed acknowledgment of this addendum and attachment must be received at the location indicated on the RFP either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original RFP document. The original RFP document must be signed.

Sincerely,

Ann Sells, CPPB, VCO
Associate Director of Procurement
804-225-2067

_____
Name of Firm

_____
Signature /Title

_____
Date

Sells, Ann (DOE)

From: da Silva, Nilva [NdaSilva@air.org]
Sent: Tuesday, August 20, 2013 10:26 AM
To: Sells, Ann (DOE)
Cc: Jesulaitis, Tom; Pania, Tino; Narsana, Rashmi; Lewandowski, Jacqueline
Subject: from AIR: DOE - RFP# DOE-LASTP-2013-04 - Low Achieving Schools Turnaround Partners

Good Morning Ann,

Thank you for the notifying us before taking the next step, we do appreciate your consideration. AIR is hereby withdrawing the following wording in the proposal submitted for this effort, "*This entire proposal is deemed proprietary and confidential and shall not be disclosed…*".

If you have any other question, please let us know, we look forward to hearing from you.

Best regards,
nilva

Nilva da Silva, CPCM
Contract Officer
202/403-5086

From: Sells, Ann (DOE) [mailto:Ann.Sells@doe.virginia.gov]
Sent: Monday, August 19, 2013 6:19 PM
To: da Silva, Nilva
Subject: Department of Education - RFP# DOE-LASTP-2013-04 - Low Achieving Schools Turnaround Partners
Importance: High

Dear Nilva,

In reviewing the proposal you submitted for your company, it was noted on the front page of the proposal at the bottom, *"This entire proposal is deemed proprietary and confidential and shall not be disclosed…"*

In accordance with the subject **RFP Section IV. A2f (page 7)**, *the classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.*

To withdraw the identified language, you may submit an email to me withdrawing the language no later than 12:00 pm on August 21, 2013 in order to have your proposal considered.

If you have Trade secrets or proprietary information that you wish to identify by proposal section and page numbers, you may submit that information to me and it will not be disclosed in accordance with the directions set out in **RFP Section IV. A2f (page 7)** – *Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.*

Thank you.

Ann Sells, CPPB, VCO
Associate Director of Procurement
Department of Education
101 N. 14th Street
Richmond, VA 23219
TELE: (804) 225-2067
FAX: (804) 225- 2509

AIR®
AMERICAN INSTITUTES FOR RESEARCH®

Solicitation Number: DOE-LASTP-2013-04

LOW ACHIEVING SCHOOLS TURNAROUND PARTNERS –

NEGOTIATION RESPONSE

October 4, 2013

Submitted To: Virginia Department of Education
101 N. 14th Street
Richmond, VA 23219
Attn: Ann Sells, Associate Director of Procurement

Submitted By: American Institutes for Research,
1000 Thomas Jefferson ST NW
Washington, DC 20007
Nilva da Silva, Contract Officer
Email: ndasilva@air.org

DUNS #: 04-173-3197
TIN# 25-0965219

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AMERICAN INSTITUTES FOR RESEARCH

DOE-LASTP-2013-04

LOW ACHIEVING SCHOOLS TURNAROUND PARTNER

VIRGINIA DEPARTMENT OF EDUCATION-

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AIR
AMERICAN INSTITUTES FOR RESEARCH

NEGOTIATION POINTS

American Institutes for Research	Negotiation Points

1. How does Offeror ensure that Professional Development is on-going, and curricula and curriculum alignment will be in agreement with state curriculum?

Offeror Response:

AIR is committed to the tenets of effective professional learning. This requires that professional learning experiences are connected to the realities and challenges of the teacher and leader and supported through sustained focus and formative feedback.

The results of the readiness assessment will guide AIR in assisting schools and districts to determine the degree to which the curriculum guidance for teachers needs to be enhanced and more fully articulated. Based on the readiness assessment AIR will deliver a careful balance of brief, targeted professional development seminars, more assertive and focused coaching, and strengthening the practices of weekly professional development community sessions. The topics addressed in the seminars and the focused coaching are grounded in research-based high-leverage instructional practices and customized based on the needs and context of the school and district.

Curriculum alignment is primarily addressed through the enacted curriculum. In addition to the readiness assessment, classroom observations are conducted with coaches and school leaders. Debrief discussions and the SOL guiding documents then serve to ensure that everyone has a shared understanding of instructional expectations as well as high expectations for learners. This enables instructional coaches to ramp up the intensity and coherence of their coaching and instructional improvement activities. This approach fosters sustainability by growing the skills and competencies of instructional leaders in the building.

In addition, all of our On Site Coordinators (currently staffed in Norfolk and Alexandria) are recent Virginia principals who were successful in turning around their schools. Our team is extremely knowledgeable in the Virginia Standards of Learning.

2. Provide a timeline to accomplish all of the required actions (included on page 25 of the proposal) based on the actual date of contract award (anticipated to be October 30 with local school board approval and school implementation to follow). Describe the impact that the adjusted timeline will have on on-site coaching visits (if any)?

Offeror Response:

As part of the preparation phase of our Turnaround Implementation Path a needs assessment of the school is conducted based on potential areas for support from a lead partner. Based on the findings from the needs assessment a scope of work is determined that would include the development of a timeline to support the implementation of SIG initiatives within the allotted funding period. For example in Alexandria City Public Schools at Jefferson Houston School AIR became the Lead Partner on January 4, 2013 with approximately 27 weeks left in the school year. The District identified three areas for support; Leadership Coaching, Instructional Coaching Support, and Math curriculum and

instruction support.

Immediately AIR Turnaround Team staff engaged with the School Leader and key district staff to conduct a math needs assessment which included conducting classroom observations, meeting with instructional coaches and teachers, and reviewing the district math curriculum. The Math Needs Assessment Report was shared with the School Leadership Team which led to collaboratively identifying specific areas of support to improve math instruction. Attached is an Implementation Timeline that outlines the type and frequency of Lead Partner support beginning in February through June 30, 2013. Each of the Professional Development sessions outlined Implementation Timeline were co-jointly planned with AIR Math coaches. This was conducted in a collaborative manner to build the capacity of the coaches to lead professional development. We have attached the actual Jefferson Houston Math Initiative Implementation Timeline to illustrate an adjusted timeline.

Pricing:

3. Attachment B and Attachment F. Offeror is given an opportunity to reduce pricing for all Tables (B1, B2 and B3) in Attachment B. Offeror must also resubmit Attachment B and Attachment F to reflect any proposed price changes in Table B2 – 32 hours per week on-site.

Offeror Response:

We have attached pricing templates and assumptions made to derive pricing structure. We appreciate the clarification on October 3rd regarding 1)Definition of the school yea (52 weeks) and, 2)Billing method based on a school year term of 52 weeks. Our original pricing structure was based on a traditional school year which is typically Sept 1st till June 30th the following year (10 months). As such, we provided per student pricing based on that assumption. In light of the clarification of the school year as 52 weeks, we have revised our price to ensure comprehensive delivery of services throughout the year. Although the period of performance has increased by 20% (based on our original assumptions), we have not reflected all of that increase in our pricing.

4. Exhibit 1 to these Negotiation Points updates the initial RFP terms and condition that must be signed and dated on Exhibit 1 as Offeror's acceptance.

Offeror Response:

Name of Firm: American Institutes for Research

By: _____ / 10/03/2013
(Signature) (Date)

Name: Nilva da Silva
(Please Print)

TIMELINE

Jefferson Houston AIR Math Initiative Implementation Timeline

February – June 2013

Week of:	Activity	
Feb. 4	Feb. 5/ 6 - Leadership Coaching Feb. 4 – Administer Teacher Coaching Survey Train all teachers during CLT time to integrate asking why questions during lesson delivery and student practice. Conduct unit planning training for all teachers to develop unit plans for the third quarter.	Loretta Blanks Leadership Coach JH Coaches JH Coaches/AIR Math Coaches JH Coaches
Feb. 11	Feb. 12 - Instructional Coaching meeting Feb. 12 – Math Coaching Feb. 15 – Math Coaching	Catherine Barbour – AIR consultant Steve Leinwand AIR Math coach Kirk Walters AIR Math Coach
Feb. 18	Feb. 20/21 – Leadership Coaching Feb. 22 – Math Coaching	Loretta Blanks Kirk Walters
Feb. 25	Feb. 12 – Math Coaching Feb. 26 – Math Coaching Feb. 28 – VA DOE School Board meeting Feb. 28 - Update school-wide data excel data report with CRT quarter 2 data March 1 – Math Coaching March 1 – ACPS SIG Monitoring Meeting	Steve Leinwand Steve Leinwand ACPS District Team, Catherine Barbour Title I School Improvement Coach Loretta Blanks Kirk Walters District Team, Catherine Barbour
March 1	AIR Coaching Tracking Tool Training	Coaches, Principal, APs, and School Improvement Specialist
March 4	AIR On Site Coordinator begins Train all teachers during CLT	Dr. Ursula Hill JH Coaches/AIR Math Coaches

	time to develop and implement math vocabulary to emphasize terminology, explanations, and solutions.	
	March 5/ 6 – Leadership Coaching March 6 - Grade level teams analyze the SRI/ SMI data and CRT assessment data from Quarter 2, validate levels of students (Below, Bubble, On), and update intervention rosters. March 6 - Teachers update Student data cards on the data board in the Collaboration Center for continued use in CLT data meetings. March 6 - Based on the data analysis, gap areas are determined for individual students by teachers. IAPs are created and aligned to intervention instruction for students meeting the criteria to insure accurate and current reporting of IAP progress to the SLT weekly.	Loretta Blanks Grade Level Teams, Title I School Improvement Coach, Assistant Principal Teachers and Title I School Improvement Coach Teachers SLT
March 11	March 12/ 13 – Leadership Coaching March 15 - Math Coaching	Loretta Blanks Kirk Walters
March 18	March 20 – Math Coaching March 22 – Math Coaching VA DOE training – March 21/ 22	Steve Leinwand Kirk Walters On Ste Coordinator, Catherine, Roz, Mark, and designated district staff
March 25	Instructional Coaching Training Session (2)	Catherine Barbour
April 1	April 1 - Math Coaching Train all teachers during CLT time to develop and implement strategies to connect math content to the real world and to develop number sense, estimation, mental calculations,	Steve Leinwand JH Coaches/ AIR Math Coaches

	and equivalent forms of numbers.	
April 8	April 9/10 – Leadership Coaching April 13 – Math Coaching	Loretta Blanks Kirk Walters
April 15	April 20 – Math Coaching	Kirk Walters
April 22	April 22 – Math Coaching April 23/24 – Leadership Coaching	Steve Leinwand Loretta Blanks
April 29	May 1 – Math Coaching	Steve Leinwand
April 29	Instructional Coaching Training Session (3)	Catherine Barbour
May 6	May 7/ 8 – Leadership Coaching May 10 – Math Coaching	Loretta Blanks Kirk Walters
May 13	May 17 – Math Coaching	Kirk Walters
May 20	May 20 – Administer Spring Teacher Coaching Survey May 20 – Math Coaching May 21/22 – Leadership Coaching	JH Coaches Steve Leinwand Loretta Blanks
May 23	Instructional Coaching Training Session (4)	Catherine Barbour
June 30	Reality Check Training to assess progress and develop strategic plan for summer and fall SIG	Catherine Barbour, Ros and Leadership Team

ATTACHMENT B

Required Tables for "LTP Excluding Management" Option

The base unit price per student per school year entered in the tables below must not include any costs related to rental of real estate or office space, student transportation, student meals or student housing.

This base unit price per student per school year must **not** include the cost of teachers, administrators, instructional support, etc.

The base unit price per student per school year shall include only those costs related to the offeror's duties as the LTP, shall be uniform regardless of the region(s) to be provided the services, and shall be all inclusive of the offeror's overhead, profit, travel, and instructional support needed (consulting and coaching), and administration of the services by the offeror.

It is also recognized that additional items and services not known and proposed for purposes of the contract may arise based on the needs of the ordering entity in carrying out the services contemplated herein; in this event, the ordering entity shall procure those items or services pursuant to the ordering entity's applicable procurement policies, procedures and laws.

The base unit price per student per school year entered in the tables below, and any additional proposed unit prices submitted with the proposal, shall not be subject to change, except as may be negotiated by the VDOE and offeror prior to contract award, and included in any final resulting contract.

The tables below allow the offeror to propose a different base unit price per student per school year for 40 hours on-site per week, 32 hours on-site per week, and 20 hours on-site per week. Within each table a different base unit price per student per year may be proposed based on the school level (Elementary, Middle, and High) and size of the school.

*Note: A school may need the services of the LTP 40 hours per week for a literacy coach and 20 hours per week for a mathematics coach. The base unit price per student per year for each school shall be considered using the proposed pricing submitted below and will be based on need.

For each school level (Elementary, Middle, and/or High) included in the Offeror's proposal for the "LTP Excluding Management" Option (as indicated on Attachment A), the Offeror must propose a base unit price per student per year for all five (5) sizes of schools included in each of the three (3) tables (B1, B2 and B3) on the following page in order for the proposal to be considered.

For example, if Attachment A indicates that the proposal includes schools at only the Elementary School level, all rows in the first column of each of the three tables must be completed. If Attachment A indicates that the proposal includes schools at the Elementary **and** Middle School level, all rows in the first **and** second columns of each of the three tables must be completed. If Attachment A indicates that the proposal includes schools at the Elementary, Middle, **and** High School level, all cells in each of the three tables must be completed.

Required Tables for "LTP Excluding Management" Option

TABLE B1 - **40 hours per week on-site services**

Base unit price per student per school year	Elementary School – high grade 5	Middle School – high grade 8	High school – high grade 12
Up to 250 students	$ 1550 per student per school year	$ 1550 per student per school year	$ 1550 per student per school year
251-500 students	$ 835 per student per school year	$ 835 per student per school year	$ 835 per student per school year
501-750 students	$ 557 per student per school year	$ 557 per student per school year	$ 557 per student per school year
751 + 1000	$ 418 per student per school year	$ 418 per student per school year	$ 418 per student per school year
1000 + students	$ 348 per student per school year	$ 348 per student per school year	$ 348 per student per school year

TABLE B2 - **32 hours per week on-site services**

Base unit price per student per school year	Elementary School – high grade 5	Middle School – high grade 8	High school – high grade 12
Up to 250 students	$ 1,163 per student per school year	$ 1,163 per student per school year	$ 1,163 per student per school year
251-500 students	$ 626 per student per school year	$ 626 per student per school year	$ 626 per student per school year
501-750 students	$ 418 per student per school year	$ 418 per student per school year	$ 418 per student per school year
751 + 1000 students	$ 313 per student per school year	$ 313 per student per school year	$ 313 per student per school year
1000+ students	$ 261 per student per school year	$ 261 per student per school year	$ 261 per student per school year
Column Total	$ 2781	$ 2781	$ 2781
*Column Average base unit price (column total divided by 5)	$ 556	$ 556	$ 556

Table B3 - **20 hours per week on-site services**

Base unit price per student per school year	Elementary School – high grade 5	Middle School – high grade 8	High school – high grade 12
Up to 250 students	$ 775 per student per school year	$ 775 per student per school year	$ 775 per student per school year
251-500 students	$ 418 per student per school year	$ 418 per student per school year	$ 418 per student per school year
501-750 students	$ 278 per student per school year	$ 278 per student per school year	$ 278 per student per school year
751 – 1000 students	$ 209 per student per school year	$ 209 per student per school year	$ 209 per student per school year
1000+ students	$ 174 per student per school year	$ 174 per student per school year	$ 174 per student per school year

***Enter the average base unit price in the same column in Attachment F, PRICING SCHEDULE.**

EXHIBIT 1-TERMS AND CONDITIONS

EXHIBIT 1 (to Negotiation Points)

RFP# DOE-LASTP-2013-04 – Low Achieving Schools Turnaround Partners

RFP Section VIII, General Terms and Conditions O, R and V
The following General Terms and Conditions are updated to replace the same specific General Terms and Conditions included in the initial RFP:

O *Changes to the Contract* (to clarify the request for agencies seeking to modify a contract)
R *Insurance* (to reflect changes in thresholds)
V *eVA Business-To-Government Vendor Registration, Contracts, And Orders* (to reflect changes in vendor registration and vendor transaction fees).

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

   c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

R. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is

awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - $100,000.

3. Commercial General Liability - $1,000,000 per occurrence and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - $1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

V. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

a. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
   (i) DMBE-certified Small Businesses: 0.75%, capped at $500 per order.
   (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at $1,500 per order.

b. For orders issued January 1, 2014 and after, the Vendor Transaction Fee is:
   (i) DMBE-certified Small Businesses: 1%, capped at $500 per order.
   (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at $1,500 per order.

For orders issued prior to July 1, 2011 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

RFP Section IX – Special Terms and Conditions #5 and #9
The following Special Terms and Conditions replace the same specific Special Terms and Conditions included in the initial RFP:

#5 *Confidentiality of Personally Identifiable Information* (to note that information and data will remain confidential unless disclosure is required pursuant to court order, subpoena or other regulatory authority)
#9 *eVA Business-To-Government Contracts And Orders* (to reflect changes in orders and vendor transaction fees)

5. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

9. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in one purchase order per year with the eVA transaction fee specified below assessed for each order.

a. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
(i) DMBE-certified Small Businesses: 0.75%, capped at $500 per order.
(ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at $1,500 per order.

b. For orders issued January 1, 2014, and after, the Vendor Transaction Fee is:
(i) DMBE-certified Small Businesses: 1%, capped at $500 per order.
(ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at $1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

My signature below represents my acceptance of the revised General and Special Terms and Conditions:

Name of Firm: American Institutes for Research

By: Nilva da Silva / 10/02/2013
(Signature) (Date)

Name: Nilva da Silva
(Please Print)