

COMMONWEALTH of VIRGINIA  
STANDARD CONTRACT  
CONTRACT NO. DOE-LASTP-2013-04 -7



This contract entered into this 17th day of October, 2013 by NCS Pearson, Inc., 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 July 23, 2013, clarification to the proposal received by email dated September 24, 2013, with the negotiated modifications to the proposal dated October 02, 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: [Signature]  
Signature

By: [Signature]  
Signature

Matt Stricker  
Printed Name

MARIE WILLIAMS  
Printed Name

Title: Vice President-Finance, School Achievement Services

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](http://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](http://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](http://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](http://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 procurement 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: _____ Name of Offeror	<u>August 15, 2013</u> Due Date	<u>2:00 P.M.</u> Time
_____ Street or Box Number	<u>DOE-LASTP-2013-04</u> RFP No.	
_____ City, State, Zip Code	<u>Low Achieving Schools Turnaround Partners</u> RFP Title	
Name of Buyer <u>Ann Sells</u>		

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](http://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](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto: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:** Stricker, Matt [matt.stricker@pearson.com]  
**Sent:** Tuesday, September 24, 2013 5:09 PM  
**To:** Sells, Ann (DOE)  
**Cc:** pat.whiteaker@pearson.com  
**Subject:** Re: RFP# DOE-LASTP-2013-04 - Low Achieving Schools Turnaround Partners

Ann,

We agree to withdraw the information on the Exceptions Tab on our bid. Please let me know if you need anything else. Thank you

On Tue, Sep 24, 2013 at 12:15 PM, Sells, Ann (DOE) <[Ann.Sells@doe.virginia.gov](mailto:Ann.Sells@doe.virginia.gov)> wrote:

Dear Mr. Stricker:

It has come to my attention that the NCS Pearson proposal contains an “**Exceptions Tab**” that includes the following documents titled:

- “**NCS Pearson, Inc’s Conditions and Exceptions to Commonwealth of Virginia Department f Education RFP #DOE-LASTP-2013-04**”
- “**License And Services Agreement**”

In accordance with RFP# DOE-LASTP-2014-04, Section V. B indicated below, please withdraw the information indicated above from your proposal. **Failure to do so will result in rejection of the proposal.** Provide your response **no later than 10:00 am, Wednesday, September 25, 2013.**

B. **AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated.

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

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**Matt Stricker**

VP Finance

School Achievement Services

D: 480-457-7258

1. Provide information about how the initial needs assessment will be performed and provide a timeline for development of action steps. Also provide a timeline to accomplish all of the required actions based on the actual date of contract award and the actual start-up date at a school.

**Offeror Response:**

### **Initial Needs Assessment and Action Steps**

The following required action steps need to be taken for our work to begin with Virginia schools. Specific dates are outlined in Negotiation Point 5.

- Sign contract
- Hold initial district/school face-to-face meeting and determine initial dates for activities
- Conduct the three-stage comprehensive Needs Assessment Process in each school
- Analyze needs assessment data
- Initiate Launch Institute
- Full implementation of the Lead Turnaround Partner Framework (LTPF) model

Once a contract is awarded to support Virginia schools, we will conduct a meeting between the Pearson project manager and district or school leaders to review each school's goals, objectives, and outcomes for a change process. This initial face-to-face meeting helps Pearson verify that district needs are addressed up front and throughout the 2013–2014 LTPF implementation process.

During this meeting the rollout of the Launch Institute for each school will be established. The Launch Institute is the initial training required to impart knowledge of the turnaround process to participating school staff (see description of Launch Institute on page 4–19 of our original response).

Following the initial face-to-face meetings and after dates for Launch Institute trainings have been set, our LTPF support specialists will begin conducting a comprehensive needs assessment for each participating school. This assessment includes reviewing archival data, conducting classroom observations, and administering surveys to students, parents, and community leaders. There are three major stages to the needs assessment process, although in many cases these stages overlap. For example, we may start to administer parent surveys at the same time our support specialists are conducting classroom observations. Each stage is detailed below.

**Needs Assessment—Stage 1: Review Archival Data.** Archival data includes data housed by each school or district housed data about student and staff performance and stakeholder input. While the available data for each school may differ, in our experience most schools have the following data available for our review:

- Student State Testing Achievement Data
- Teacher Observation Data (trends and patterns)

- School Discipline Data
- Stakeholder Survey Data (including parent or student surveys, school climate surveys, etc.)
- Graduation Rates/Dropout Rates (secondary schools)
- Grade-Level Retention Data

Our review of the data is designed to provide a deeper snapshot of immediate school needs, including alarming negative trends in areas such as student academic achievement, dropout patterns, or teacher/leader performance. From a review of the archival data, we are able to deepen and improve our interventions and customize our support throughout the year.

After all of the data is collected, we will provide a report to the district or school leadership team outlining our recommendations for addressing the most critical areas. It is from this data (and report) that we begin our school improvement efforts. This diagnostic report is also important because it provides baseline data that lets us continue collecting evidence and track changes over time.

**Needs Assessment—Stage 2: Complete Classroom Observations.** Pearson LTPF support specialists conduct classroom observations to gain a better picture of teacher instructional ability, student engagement, the use of technology or other resources in the teaching and learning process, and differentiated instructional practices. To guide our classroom observation practice, we use an instructional practices rubric that is repeated annually throughout the entire LTPF cycle. The rubric allows us to observe classroom teachers and to determine, using a four-point Likert scale, whether teachers are “not implementing,” “implementing well,” or falling somewhere in the middle of implementing research-based practices.

**Needs Assessment—Stage 3: Administer Stakeholder Engagement Surveys.** Pearson utilizes a validated survey tool—our Engagement Survey—to gather critical data about stakeholder engagement in and support for the educational process in each school. This data is critical because we know that failure to see value in or purpose for the daily teaching and learning process negatively impacts school climate and success. How the staff, students, and community feel about their learning environment is an integral part of school success, and their beliefs toward school must be addressed in order to foster positive change. Each of the stakeholder engagement surveys can be completed on paper or online.

Pearson statisticians support the data collection and analysis process from each of the needs assessment stages. After the collection and analysis process is complete, the customization of the LTPF for each school begins.

## Timeline

The comprehensive needs assessment process takes no more than three school days. If a contract is awarded October 30, 2013, the initial face-to-face district meeting and needs assessment process would take place in early November 2013. Once our needs assessment process is complete, we would consider adjustments to the LTPF (in order to address identified school gaps and needs) and begin the scheduled Launch Institute. A more detailed project timeline is included in our response to Negotiation Point 5.

*Note: Pearson has the capacity to support multiple schools concurrently.*

2. Referencing the language indicated below that is found in Offeror's proposal on page 4-11, does Offeror agree the price proposed or revised as a result of negotiations is the price per student per school year regardless of the number of hours or days needed and withdraw the language? **Failure to agree and withdraw the language will result in rejection of the proposal.**

*"The amount of specialist support is decided collaboratively based on the needs of each school. A minimum of 40 days and a maximum of 120 days (our pricing is based on 40 days of specialist support) allow each school to receive the type of coaching and modeling it requires to turn around its practices."*

**Offeror Response:**

Yes; Pearson agrees that the price proposed or revised as a result of negotiations is the price "per student per school year" as referenced in Attachment B. We withdraw the narrative language referenced in this question.

3. Provide additional detailed trend data for the Virginia schools mentioned on page 3-7 in the proposal. Include baseline student performance data by core content area prior to the Offeror's engagement with the schools. Provide a brief data analysis for each school.

**Offeror Response:**

We are providing Virginia with detailed data about three Virginia schools that have or continue to operate under a Lead Turnaround Partner Framework including the following:

- Lindenwood Elementary, Norfolk Public Schools
- Tidewater Elementary, Norfolk Public Schools
- JM Langston Focus School, Danville Public Schools

## **Our Approach: How We Collected Data**

Pearson initially worked with the district and school leaders at each named Virginia school to conduct a Diagnostic Review that assessed the strengths and weaknesses of the school in relation to student academic performance and opportunity. The first step in this process was to analyze student achievement data and identify factors that either contributed to or prevented students from reaching their full potential. The comprehensive needs assessment for newly participating Virginia schools, detailed in our response to Negotiation Point 1, would consider the same information. A Pearson diagnostic team worked with each school to identify artifacts that supported the data collection processes. The following sources of information were used to generate a diagnostic report:

- The school Mission Statement
- Curriculum documents
- Classroom observations using Pearson's Classroom Analysis Tool
- Interview with principal
- Student achievement data
- School Adequate Yearly Progress (AYP) status and Report Card

The final diagnostic report highlighted initial findings and was used for a rigorous discussion on improvement action steps. The same steps would be taken at LTPF schools in Virginia.

As we entered into a three-year improvement process, we continued to track the identified forms of data and consider other relevant data sources identified along the way, including informal conversations with parents or students, observed activities, etc. In the text that follows, we highlight major results from each school's turnaround process, although it should be noted that extenuating circumstances at times impacted results, and we have included additional Pearson data to show a more thorough picture of change, particularly at Tidewater Park and Lindenwood Elementary.

## Our Findings: Data Summary

### Norfolk Public Schools

Lindenwood and Tidewater Park Elementary in Norfolk Public Schools have experienced success under the Pearson LTPF model. We started our work with these schools in 2011–2012 and remain engaged under a three-year LTPF agreement.

The initial data charts show aggregated data for each school (a summation grades 3–5 students' performance in four core content areas). Below each figure we provide a narrative summary of key trends.

### Lindenwood Elementary

The following figure shows aggregate academic data for grades 3–5 and the percentage of students meeting the Standards of Learning (SOL) across three school years. In the figure, "1 Year" indicates the total percentage of students in only the given year; "3 Year" provides a three-year trend percentage that includes two years prior to dates listed. To be consistent with Virginia data reporting patterns, we acknowledge that a year span (e.g. 2011–2012) actually reports final data from the prior school year.

Lindenwood Elementary						
Subject	2011–2012		2012–2013		2013–2014	
	1 Year	3 Year	1 Year	3 Year	1 Year	3 Year
English	73%	69%	79%	73%	40%	64%
Mathematics	68%	70%	29%	59%	29%	42%
History	80%	75%	77%	74%	55%	70%
Science	69%	70%	73%	70%	35%	58%

As outlined in the above figure, we found evidence of the following changes at Lindenwood Elementary:

- From 2011–2012, student proficiency in the English SOLs increased by six percentage points (73 to 79 percent from the 1 year column).
- In that same time period, student proficiency in science improved by four percentage points (69 to 73 percent).
- After an initial drop in mathematics scores in 2012–2013, scores stabilized in 2013–2014 and the school is actively working to increase proficiency/performance with current turnaround efforts.

During an LTPF implementation, Pearson consultants use an instructional rubric to quantitatively determine the number/percentage of teachers implementing effective instructional practices. Teachers are rated on a four-point Likert scale (from “not implementing” to “implementing well”). The goal is to regularly verify that all teachers are either “implementing well” or “implementing” recommended research-based practices.

We made the following observations of Lindenwood Elementary staff through data collected in September 2013:

- Among 16 teachers with two observations each (for a total of 32 observed settings), 53.1 percent of all observations evidenced teachers “implementing” or “implementing well” recommended practices.
- 40.6 percent of settings showed teachers implementing strategies, but with some limitations.
- We found that in only two out of 32 observation settings (6.3 percent) were teachers not implementing research-based practices.

Lindenwood Elementary entered the reform process facing incredible challenges. As they begin to shift their school culture and practices, Pearson and school officials consider it a success that more than half of all teachers are implementing or implementing well research-based practices as well as at least 40 percent of teachers using research-based practices, albeit with some limitations. We are still working with Lindenwood Elementary and there is much work still to be done, but the school is making progress, beginning with its philosophical approach to school reform.

### Tidewater Park Elementary

The following figure shows aggregate academic data for grades 3–5 and the percentage of students meeting the Standards of Learning (SOL) across three school years. In the figure, “1 Year” indicates the total percentage of students in only the given year; “3 Year” provides a three-year trend percentage that includes two years prior to dates listed. To be consistent with Virginia data reporting patterns, we acknowledge that a year span (e.g. 2011–2012) actually reports final data from the prior school year.

Tidewater Park Elementary						
Subject	2011–2012		2012–2013		2013–2014	
	1 Year	3 Year	1 Year	3 Year	1 Year	3 Year
English	59%	71%	60%	63%	44%	54%
Mathematics	62%	69%	26%	57%	57%	50%
History	41%	67%	51%	55%	70%	54%
Science	49%	66%	61%	60%	45%	50%

As outlined in the above figure, we found evidence of the following changes at Tidewater Park Elementary:

- From 2011–2012, student proficiency in the English SOLs increased by one percentage point (59 to 60 percent).
- In that same time period, student proficiency in history improved from 41 percent to 51 percent (10 percentage point increase) and science improved by 12 percentage points (49 to 61 percent).

- After an initial drop in mathematics proficiency rates from 2011–2012 (from 62 to 26 percent), the school rebounded in 2013–2014 with a 57 percent aggregate proficiency rate. This represents an increase of 31 percentage points in one school year.

We made the following observations of Tidewater Park Elementary staff through data collected in September 2013:

- Among 17 teachers with two observations each (for a total of 34 observed settings) 79.4 percent of all observations evidenced teachers “implementing” or “implementing well” recommended practices.
- 11.8 percent of settings showed teachers implementing strategies, but with some limitations.
- We found in only three out of 34 observation settings (8.8 percent) were teachers not implementing research-based practices.

As the school is entering its third year of an LTPF model, we would expect these outcomes. We know that research promotes the notion that it takes a full five to seven years to completely turn around a struggling school. To witness such a high percentage of classroom settings filled with teachers using strong practices tells us that the school is well on its way to institutionalizing strong approaches to teaching and learning.

Tidewater Park Elementary school was ranked lowest of the schools in the state of Virginia (they were number 1098). After Pearson began working with Tidewater Park, at the end of Year 2 of our implementation the school was no longer ranked the worst school; they were ranked number 998 in the state. That speaks volumes regarding the intentional and deliberate support they received.

## Danville Public Schools

### JM Langston Focus School

In the figure, “1 Year” indicates the total percentage of students in only the given year; “3 Year” provides a three-year trend percentage that includes two years prior to dates listed. To be consistent with Virginia data reporting patterns, we acknowledge that a year span (e.g. 2011–2012) actually reports final data from the prior school year.

JM Langston Focus School						
Subject	2011–2012		2012–2013		2013–2014	
	1 Year	3 Year	1 Year	3 Year	1 Year	3 Year
English	59%	60%	69%	65%	48%	59%
Mathematics	48%	51%	26%	45%	23%	34%
History	31%	45%	41%	41%	41%	38%
Science	39%	50%	63%	51%	48%	48%
Graduation and Completion Index	62%	67%	58%	62%	71%	64%

The following is a summary of the data collected from JM Langston Focus School:

- From 2011–2012 to 2012–2013, the percent of students proficient in English increased by 10

percentage points (from 59 to 69 percent).

- A similar trend was evidenced in history, as the increase was also 10 percentage points (from 31 to 41 percent).
- Proficient students in science showed the most change with a jump from 39 to 63 percent (24 percentage points).
- The school's graduation rate showed significant change after an initial first year dip from 62 to 58 percent. By 2013–2014, the rate jumped to 71 percent, representing a one year increase of 12 percentage points.

JM Langston Focus School, a school which had never received state accreditation, has received accreditation for the last two years—as evidenced by student improvement resulting from the work of the team on the ground there.

4. Provide a detailed explanation of how Offeror will address all parts of turnaround component #1 (principal).

**Offeror Response:**

## **Providing Strong Leadership**

### **Reviewing Principal Performance (1.1)**

Pearson does not review formal, quantitative principal performance data for the purpose of making recommendations to district staff about retention or release, as personnel matters are outside of our focus on the learning process. As stated in the original narrative, we are not selecting the full management option.

Instead, we focus on helping current principals learn effective leadership skills that build their capacity to appropriately lead their schools through a turnaround process, and to maintain a vision of consistent growth and improvement. Our approach to this growth process involves school-based leadership coaching and modeling, combined with face-to-face debrief sessions, etc. Our process is detailed below.

### **Job-Embedded Support for Principals**

Job-embedded services supporting instructional leaders/principals include onsite coaching and onsite professional learning as determined by individual and leadership group needs. We believe that the best way to improve principal learning is through job-embedded support. A Pearson specialist works shoulder-to-shoulder with the principal and his or her leadership team. Our specialists make regular visits with the principals. During these embedded services visits, we provide the following:

- Onsite assistance with turnaround implementation (i.e. plan, observe, analyze, and evaluate)
- Debrief with the principal and leadership team to discuss implementation issues and concerns
- Conduct classroom observations and provide feedback
- Work side by side with the principal as a mentor providing as-needed support on day-to-day issues and long-term goals

- Meet with the district leadership to provide information on the status of the support and serve as a partner in appropriate decision-making about ongoing professional learning
- Facilitate network meetings for principals and leadership team members
- Facilitate Professional Learning Community sessions for leaders
- Connect instructional leaders with outside leaders across the nation to establish a support mechanism for beginning instructional leaders to experienced leaders

During our visits, the emphasis is placed on **explicit** attention to student engagement and the connections among the learner, the teacher, and the curriculum. The leadership specialist assigned to the school is responsible for modeling and showing **how** to become an active leader/principal and how to engage in discussions that create accountability for the academic content. In other words, our specialist works shoulder-to-shoulder with principals to point out what is working and what is not working, and to model interventions that the principal may select with his/her staff. Although we do not help principals make personnel decisions, our regular and consistent school-based walkthroughs with leaders build their knowledge so they are empowered to make their own decisions about staff retention or release.

**Helping Principals Address Curriculum and Instruction.** During our building walkthroughs, we help principals identify staff members who may not have adopted standards-aligned curriculum or instructional strategies within their classrooms. We make recommendations about ways to help staff consistently make standards-aligned decisions, while simultaneously pointing principals to resources or other supports that will help grow knowledge in this area. Clearly, no principal can identify whether his or her staff is making strong, standards-aligned curricular or instructional decisions if they do not first possess a deep knowledge of the standards (Virginia Standards of Learning). Our specialists will regularly assess principals' knowledge of the SOLs and recommend expanded professional development when necessary.

**Helping Principals with Scheduling.** We do not complete school schedules for participating sites, but we make effective research-based recommendations about structuring the instructional day for maximum impact on students. For example, if data show that science scores are plummeting and we recognize that little to no instructional time is committed to science instruction, we may recommend that the principal and his lead teachers consider the daily instructional schedule or consider an interdisciplinary approach in which science is taught in partnership with English language arts (ELA)/literacy lessons (e.g., non-fiction science texts are used to promote literacy skills).

**Helping Principals with Budget.** We do not complete school budgets for principals, nor do we tell them how they should spend their money for curricular or instructional needs, as that would represent a conflict of interest for Pearson since we are a vendor being funded by the district or school. But our consultants will speak openly with principals about observed deficiencies and gaps. For example, if we notice during classroom observations that students lack leveled readers designed to help grow literacy skills, or math students lack the tools needed to complete complicated equations, we will mention that the school may want to consider making funding of those necessary items a priority in the current or future years. Any remarks in this area remain student- and staff-focused, as it is our goal to help principals understand that they need proper resources to support an effective and engaging teaching and learning process.

**Building the Leadership Team.** To build the principal's leadership competencies we must also grow the

local school leadership team, as any leader is only as strong as those working alongside him or her. Our LTPF model includes a specific focus on growing the role of the leadership team to initiate and sustain change throughout the school. The team adheres to a set of shared expectations for instructional improvement and develops support by maintaining frequent and effective communication with the entire school.

Leadership Team conversations and learning will occur around the following areas:

- Creating a culture to support college and career readiness
- Roles and responsibilities of the members of the leadership team
- Impact of distributed leadership
- Impact of providing feedback for change
- Developing a lens for performance

Leadership Team members take personal ownership of the turnaround expectations and set the example for the rest of the school. Leadership Team meetings focus on these shared expectations, communicate progress and goals regularly, and produce positive change throughout the school.

The Leadership Team exemplifies the best practices of a Professional Learning Community (PLC). Team members focus collectively on learning for all students and share a common mission, vision, and set of values that are evident to teachers throughout the school. They are committed to working collaboratively, looking at the relationship among best practices and their school's current reality, learning by doing, engaging in continual improvement, and making results-based decisions. The team practices the routines and rituals of effective meetings, reflecting regularly on their meetings' productiveness and looking for ways to improve.

The Leadership Team, driven by the school principal, is expected to meet on matters relating to the LTPF implementation each month and for an extended period of two hours three times during the year (with intervals of approximately three months). These extended meetings are for the purpose of progress monitoring (Progress Monitoring Meetings). The Leadership Team and school principal are the engine of a much bigger train, driving their learning community to higher levels of success.

### **Documenting Leadership Efforts (1.2)**

Pearson does not engage in personnel matters involving school principals. While we are happy to make data related to the principal's efforts during the turnaround process available to district or state staff, we cannot make recommendations about the hiring or firing of principals. The Pearson approach to personnel matters is to build local capacity so that the district and local leaders are empowered with the information necessary to make these decisions.

### **Building Leadership Knowledge (1.3)**

Similar to Personnel matters, Pearson does not make decisions for districts or schools in matters of scheduling, staffing, curriculum, or finances/budgets. Consistent with the approach previously detailed, we build the capacity of leaders to make strong decisions across the four areas mentioned, but it is not our role to determine how much flexibility the principal has in making these key decisions. We see that as

a district-level task that is outside of our local efforts. To grow principal support across these four areas, we complete the activities detailed in Component 1.1 (Review the Performance of the Current Principal).

5. Provide a timeline to accomplish all of the required actions based on the actual date of contract award (anticipated to be October 30 with local school board approval and school implementation to follow).

**Offeror Response:**

Assuming a contract is issued on Oct. 30, 2013, we provide the following initial, high-level timeline for our LTPF implementation.

Virginia Schools LTPF Implementation Schedule	
Date*	Action Step
Oct. 30	<ul style="list-style-type: none"> <li>▪ Sign Contract</li> </ul>
Nov. 4	<ul style="list-style-type: none"> <li>▪ Begin district/principal meetings</li> <li>▪ Establish timeline to conduct Launch Institute</li> </ul>
Nov. 11–15	<ul style="list-style-type: none"> <li>▪ Meet with every participating school principal and conduct the three-stage needs assessment</li> </ul>
Nov. 18–22	<ul style="list-style-type: none"> <li>▪ Conduct the Launch Institute at each participating school</li> </ul>
Nov. 25–29	<ul style="list-style-type: none"> <li>▪ Holidays</li> </ul>
Dec. 1	<ul style="list-style-type: none"> <li>▪ Full LTPF implementation begins</li> </ul>
Dec. 2013–June 30, 2014	<ul style="list-style-type: none"> <li>▪ LTPF implementation continues with regular progress monitoring and the completion of ongoing reports that assess change over time</li> </ul>
June 2014	<ul style="list-style-type: none"> <li>▪ Complete all summative reports from the 2013–2014 LTPF implementation</li> <li>▪ Review results with participating staff and district leadership</li> <li>▪ Make recommendations about changes for Year 2 model prior to July 2014</li> </ul>
July 2014	<ul style="list-style-type: none"> <li>▪ Initiate Year 2 of the LTPF model</li> </ul>

*\*Note: All dates 2013 unless otherwise noted.*

**Month-by-Month Timeline for LTPF Implementation**

**October**

- Select External Lead Partner

**November**

- Planning Meeting held with school/district
- Diagnostic Observations—2 days
- Analyze data collected and write summary report—2 days
- Share results of data collected
- Hold staff launch of project during early dismissal

- Leadership Team Institute—½ to 1 day
- Create distributed leadership
- Identify quick wins
- Identify struggling and strong teachers to begin working in classrooms
- Begin Teacher Workgroups/PLC—twice a month during morning meeting and/or planning time—2 times a month
- Monitor professional development for struggling teachers
- Training with all coaches in the building—½ day
- Coaching in the classrooms 2–4 days each week depending on the number of TA days in contract
- Meet with Leadership Team—weekly/bi-weekly
- Analyze data with Leadership Team
- Analyze data with teachers each month

#### **December**

- Hold parent open houses to explain process and needed support of parents
- Monitor that quick wins are continuing
- Continue Teacher/Workgroups/PLC—twice a month during morning meeting and/or planning time- 2 times a month
- Monitor professional development for struggling teachers
- Training with all coaches in the building—½ day
- Coaching in the classrooms 2–4 days each week depending on the number of TA days in contract
- Meet with Leadership Team—weekly/bi-weekly
- Analyze data with Leadership Team
- Analyze data with teachers each month

#### **January**

- Leadership Team Institute—½ to 1 day
- Create distributed leadership
- Monitor that quick wins are continuing
- Continue Teacher/Workgroups/PLC—twice a month during morning meeting and/or planning time—2 times a month
- Monitor professional development for struggling teachers
- Coaching in the classrooms 2–4 days each week depending on the number of TA days in contract
- Meet with Leadership Team—weekly/bi-weekly

- Analyze data with Leadership Team
- Analyze data with Teacher Workgroups
- Celebrate accomplishments

#### February

- Monitor that quick wins are continuing
- Continue Teacher/Workgroups/PLC—twice a month during morning meeting and/or planning time—2 times a month
- Monitor professional development teachers
- Training with all coaches in the building—½ day
- Coaching in the classrooms 2–4 days each week depending on the number of TA days in contract
- Meet with Leadership Team—weekly/bi-weekly
- Analyze data with Leadership Team
- Analyze data with Teacher Workgroups
- Create focus for second half of year
- Identify causes for off-track goals

#### March

- Continue Teacher/Workgroups/PLC—twice a month during morning meeting and/or planning time—2 times a month
- Monitor professional development for teachers
- Coaching in the classrooms 2–4 days each week depending on the number of TA days in contract
- Meet with Leadership Team—weekly/bi-weekly
- Analyze data with Leadership Team
- Analyze data with Teacher Workgroups
- Early March conduct mid-year data observations and summary
- Celebrate successes

#### April

- Continue Teacher/Workgroups/PLC—twice a month during morning meeting and/or planning time—2 times a month
- Monitor professional development for teachers
- Training with all coaches in the building—½ day
- Coaching in the classrooms 2–4 days each week depending on the number of TA days in contract
- Meet with Leadership Team – weekly/bi-weekly

- Analyze data with Leadership team
- Analyze data with Teacher Workgroups

### May

- Monitor that quick wins are continuing
- Continue Teacher/Workgroups/PLC—twice a month during morning meeting and/or planning time—2 times a month
- Monitor professional development for teachers
- Coaching in the classrooms 2–4 days each week depending on the number of TA days in contract
- Meet with Leadership Team—weekly/bi-weekly
- Analyze data with Leadership Team
- Analyze data with Teacher Workgroups
- Begin to handover some responsibilities to key staff members

### June

- Continue Teacher/Workgroups/PLC—plan Year 2 topics from data results
- Monitor professional development for struggling teachers
- Coaching in the classrooms 2–4 days each week depending on the number of TA days in contract
- Meet with Leadership Team—to debrief progress and plan for Year 2
- Analyze data with Leadership Team
- Planning for Year 2 from data
- Planning for Summer Enrichment Programs

### Pricing:

6. 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 reviewed pricing for all tables (B1, B2, and B3 in Attachment B). Pricing remains the same.

7. 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:**

We have signed and dated Exhibit 1 and included with this response.

Name of Firm: Pearson

By: *Matt Stricker* / 10/2/2013  
(Signature) (Date)

Name: Matt Stricker  
(Please Print)

**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	\$ 1,687 per student per school year	\$ 1,717 per student per school year	\$ 1,684 per student per school year
251-500 students	\$ 1,406 per student per school year	\$ 1,435 per student per school year	\$ 1,408 per student per school year
501-750 students	\$ 703 per student per school year	\$ 732 per student per school year	\$ 718 per student per school year
751 + 1000	\$ 527 per student per school year	\$ 556 per student per school year	\$ 546 per student per school year
1000 + students	\$ 422 per student per school year	\$ 478 per student per school year	\$ 470 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	\$ 1,644 per student per school year	\$ 1,674 per student per school year	\$ 1,641 per student per school year
251-500 students	\$ 1,370 per student per school year	\$ 1,399 per student per school year	\$ 1,372 per student per school year
501-750 students	\$ 685 per student per school year	\$ 714 per student per school year	\$ 700 per student per school year
751 + 1000 students	\$ 514 per student per school year	\$ 542 per student per school year	\$ 532 per student per school year
1000+ students	\$ 411 per student per school year	\$ 467 per student per school year	\$ 459 per student per school year
Column Total	\$ 4,624.00	\$ 4,796.00	\$ 4,704.00
*Column Average base unit price (column total divided by 5)	\$ 924.80	\$ 959.20	\$ 940.80

**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	\$ 1,291 per student per school year	\$ 1,321 per student per school year	\$ 1,321 per student per school year
251-500 students	\$ 1,076 per student per school year	\$ 1,105 per student per school year	\$ 1,105 per student per school year
501-750 students	\$ 538 per student per school year	\$ 567 per student per school year	\$ 567 per student per school year
751 – 1000 students	\$ 404 per student per school year	\$ 432 per student per school year	\$ 432 per student per school year
1000+ students	\$ 323 per student per school year	\$ 379 per student per school year	\$ 379 per student per school year

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

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](http://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](http://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)

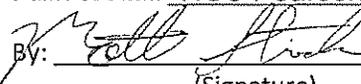
5. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure 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](http://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](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

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

Name of Firm: NCS Pearson, Inc.  
BY:  10/2/2013  
(Signature) (Date)  
Name: Matt Stricker  
(Please Print)