

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Department on Disability Services**



**BLANKET PURCHASE AGREEMENT  
DCJM-2015-Q-0009  
Tutoring and Academic Support With \_\_\_\_\_**

..... (Contractor) agrees to provide Tutoring and Academic Support Services the District of Columbia Department on Disability Services (DDS) on behalf of the Rehabilitation Services Administration (RSA) (District) in accordance with the Statement of Work (SOW).

**B.1 EXTENT OF OBLIGATION:**

**B.1.1** The Government of the District of Columbia is obligated only to the extent that authorized purchases are actually made under the Blanket Purchase Agreement (BPA), and is not obligated to place future orders. (Title 27 of the District of Columbia Municipal Regulations (DCMR), Chapter 18, Section 1810.2 (a) (c))

**B.1.2** The Provider shall not provide any goods or services under this agreement until a purchase order with sufficient funding to cover the cost of the requested goods or services has been issued.

**B.2 PURCHASE LIMITATION:**

**B.2.1** The limitation of orders against this BPA shall not exceed \$100,000.00.

**B.3 NOTICE OF INDIVIDUAL(S) AUTHORIZED TO PURCHASE UNDER THE BPA:**

**B.3.1** Edmund Neboh, Contract Administrator (CA), Siavosh Hedayati, Contract Administrator (CA), and Sharon Vaughan-Roach, Program Manager, under the direction of DDS office of Contracts and Procurement, are the authorized individuals to place orders for goods and service under this BPA. A Contracting Officer is the only individual who may make changes to this BPA, or to increase the authorized amount of orders against this BPA.

**4. PRICING:**

**4.1** District shall pay the Contractor at an amount not to exceed the Contractor's price quoted in Contractor's Price Schedule.

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**4.2** The Contractor warrants and agrees that the prices charged to the District government shall be as low, or lower than the prices charged to the their most favored customer for comparable goods and services under similar terms and conditions, in addition to any discounts for prompt payment.

**5. PERIOD OF PERFORMANCE:**

**5.1** The period of performance shall begin on the date the BPA is executed by the Contracting Officer and continue for a period of one year thereafter.

**5.2** The District reserve the right to extend this BPA for four (4) one (1) year option periods, or fractions thereof, by written notice to the Provider prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Agreement expires. The Preliminary notice does not commit the district to an extension. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer. Purchase orders issued by the District will expire on September 30 of the year in which they are issued. The expiration date of the purchase order has no effect on the performance period of the actual BPA unless a purchase limitation amount has been met.

**6. DELIVERY TICKETS AND INVOICES:**

**6.1** Orders for services against this BPA will be placed by telephone, facsimile or email.

**6.2** Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets, sales slips or invoice that must contain as a minimum, the following information:

**6.2.1** Contractor's name, Federal tax ID and invoice date (Contractors shall date invoices on the date of mailing or transmittal);

**6.2.2** BPA and invoice number;

**6.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed.

**6.2.4** Other supporting documentation or information, as required by the Contracting Officer;

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

**6.2.6** Name, title, phone number of person preparing the invoice;

**6.2.7** Name, title, phone number and mailing address of person (if different from the person identified in 6.2.9) to be notified in the event of a defective invoice; and

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**6.2.8** Authorized signature.

**6.2.9** Direct all technical inquiries to the COTR, William Davidson

**6.2.10** The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**7. PAYMENT OF INVOICES:**

The Contractor shall submit to the Agency Chief Financial Officer an itemized invoice either upon acceptance of delivery, every thirty (30) days, or upon expiration of the BPA, whichever occurs first.

Department on Disability Services  
Office of the CFO/Accounts Payable  
64 New York Avenue, NE. 6th Floor  
Washington, DC 20002-3359

**8. LAWS AND REGULATIONS INCORPORATED BY REFERENCE**

By signing this Agreement, the Provider certifies, attests, agrees, and acknowledges to be bound by the following stipulations, representations and requirements of the provisions of the following laws, acts and orders, together with the provisions of the applicable regulations made pursuant to the laws, and they are incorporated by reference into this Agreement:

1. Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007), Attached
2. The Health Insurance Portability and Accountability Act (HIPAA), was amended January 17, 2013 by the U.S. Department of Health and Human Services (HHS) in its release of the Final Omnibus Rule to increase HIPAA privacy and security protections by implementing provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and Genetic Information Nondiscrimination Act of 2008 (GINA). Incorporate by reference as revised the DDS HIPAA BUSINESS ASSOCIATE COMPLIANCE (August 2013) clause hereby incorporated as Attachment ( 17 pages)
- 3) 2014 Living Wage Adjustment (See Revised Attachment B (3 pages

**B.5 PRICE SCHEDULE**

Tutoring / Academic Support Services Option Year Rates

Enter rate for base year in block 15E of the cover page shall be negotiated by the DDS Contracting Officer and RSA Contract Administrators.

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**B.5.1** Under Public Law 113-128, The Workforce Innovation and Opportunity Act (WIOA), the Consumer has a right to make informed choices regarding selection of service providers.

**B.6** **PRICING:**

**B.6.1** The Provider warrants and agrees that the prices charged to the District government shall be as low, or lower than the prices charged to the their most favored customer for comparable services under similar terms and conditions, in addition to any discounts for prompt payment.

**B.7** **PERIOD OF PERFORMANCE:**

**B.7.1** The period of performance shall begin on the date the BPA is executed by the Contracting Officer and continue for a period of one year after award. The District reserves the right to extend this BPA for four (4) one year option periods under the same terms as stated for the base year. Purchase Orders (PO's) issued by the District will expire on September 30 of the year in which they are issued.

**B.8** **DELIVERY TICKETS AND INVOICES:**

**B.8.1** Orders for services against this BPA will be placed by hard-copy mail or electronic mail.

**B.8.2** Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets, sales slips or invoice that must contain as a minimum, the following information:

**B.8.2.1** The Provider's name, Federal tax ID and invoice date (Providers shall date invoices on the date of mailing or transmittal);

**B.8.2.2** BPA and invoice number;

**B.8.2.3** Description, price, quantity and the date(s) that the services were delivered or performed.

**B.8.2.4** Other supporting documentation or information, as required by the Contracting Officer;

**B.8.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**B.8.2.6** Name, title, phone number of person preparing the invoice;

**B.8.2.7** Name, title, phone number and mailing address of person (if different from the person identified in B.8.2.6 above) to be notified in the event of a defective invoice; and

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- B.8.2.8** Authorized signature.
- B.8.3** Direct all technical inquiries to the Contract Administrators, Mr. Edmund Neboh and Mr. Siavosh Hedayati.
- B.8.4** The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Provider's invoice, the provisions of this BPA will take precedence.
- B.9** **PAYMENT OF INVOICES:**
- B.9.1** The Provider shall submit to the Agency Chief Financial Officer an itemized invoice within two (2) weeks after the delivery of services to the Consumer.
- B.9.2** The District will pay the Provider on or before the 30<sup>th</sup> day after receiving a proper invoice from the Provider.
- B.9.3** All invoices should be mailed to

Department on Disability Services  
Office of the Controller, 4<sup>th</sup> Floor  
64 New York Avenue, NW  
Washington, DC 20002

**DISCOUNT FOR PROMPT PAYMENT: \_\_\_\_\_%**

**ACCEPTED**

Contractor:

\_\_\_\_\_  
Name  
*Title*

\_\_\_\_\_  
Date

**DISTRICT OF COLUMBIA:**

\_\_\_\_\_  
**Marsha Robinson**  
**Contracting Officer**

\_\_\_\_\_  
**Date**

**Return the signed BPA Agreement to: Office of Contracting and Procurement  
Department on Disability Services**

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**1125 15th Street, NW 4<sup>th</sup> Floor  
Washington, DC 20001  
Attn: Monica Brown  
(202) 730-1861  
(202) 730-1514 (Fax)  
[Monica.Brown4@dc.gov](mailto:Monica.Brown4@dc.gov)**

Attachments:  
Statement of Work

**District of Columbia Department on Disability Services  
Rehabilitation Services Administration**

**SECTION B. PRICE SCHEDULE**

<b>Item #</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>
<b>Option 1</b>	<b>Tutoring Services</b>	<b>hourly</b>	<b>\$_____</b>
<b>Option 2</b>	<b>Academic Support</b>	<b>hourly</b>	<b>\$_____</b>

**SECTION C**

**C.1 SCOPE:**

**C.1.1** The District of Columbia Department on Disability Services (DC DDS) Office of Contracting and Procurement, on behalf of the District of Columbia Department on Disability Services, Rehabilitation Services Administration (DDS/RSA) (The District) is seeking Certified Tutoring Service Providers and other qualified professionals to provide academic support to students with disabilities in the Washington Metropolitan area, to be qualified to be placed on a list of eligible Providers to provide Consumers with the tutoring and academic support services described in the Requirements.

**C.2 Applicable Documents:**

**C.2.1** As a condition of the District’s determination of eligibility to perform under this BPA Agreement, the Provider shall comply with all applicable District, federal and other State and local governmental laws, regulations, standards, or ordinances and, where applicable, any other applicable licensing and permit laws, regulations, standards, or ordinances as necessary for the lawful provision of the services required of the Provider under the terms of this Agreement:

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Date</b>	<b>Document Location</b>
1.	<b>Workforce Innovation and Opportunity Act</b>	<b>P.L. 113-128</b>	<b>2014</b>	<a href="https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf">https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf</a>
2.	<b>Americans with Disabilities Act as Amended</b>	<b>P.L.101-336</b>	<b>1990</b>	<a href="http://www.ada.gov/">http://www.ada.gov/</a>
3.	<b>Rehabilitation Act Amendments of 1998</b>		<b>1998</b>	<a href="https://dhs.sd.gov/docs/Rehab Act.htm">https://dhs.sd.gov/docs/Rehab Act.htm</a>
4.	<b>Department of Mental Health Establishment Act</b>	<b>D.C. Law 14-56; D.C. Official Code §§ 7-1131.04 and 7-1131.05 (2008 Repl.)</b>	<b>2001</b>	<a href="http://dccode.org/simple/sections/7-1131.03.html">http://dccode.org/simple/sections/7-1131.03.html</a>
5.	<b>Mayor’s DC Language</b>		<b>2004</b>	<a href="http://www.o">http://www.o</a>

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	<b>Access Act</b>			<a href="http://hr.washingtondc.gov/ohr/cwp/view,a,3,q,636135,ohrNav,%7C30953%7C.asp">hr.washingtondc.gov/ohr/cwp/view,a,3,q,636135,ohrNav,%7C30953%7C.asp</a>
<b>6.</b>	<b>DCMR 27</b>	<b>CDCR 27-100 to 4299</b>	<b>2007</b>	<a href="http://www.dcregs.dc.gov/Search/DCMRSearchByChapter.aspx?SearchType=DCMRChapterNum&amp;KeyValue=27">http://www.dcregs.dc.gov/Search/DCMRSearchByChapter.aspx?SearchType=DCMRChapterNum&amp;KeyValue=27</a>
<b>7.</b>	<b>Requirement for Background Check to work with minor or vulnerable population</b>	<b>42 U.S. Code § 13041 45 CFR Parts 2510, 2522, 2540, 2551, and 2552 D.C. Code § 4-1501.06</b>	<b>2011</b>	<a href="http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl">http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl</a>
<b>8.</b>	<b>34 CFR 361</b>	<b>34 CFR 361 et seq.</b>		<a href="http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl">http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl</a>
<b>9.</b>	<b>DC DDS/RSA Policies and Procedures</b>			<a href="http://dds.dc.gov/page/policies-and-procedures-rsa">http://dds.dc.gov/page/policies-and-procedures-rsa</a>

**C.3 BACKGROUND**

**C.3.1** Under the provisions of the Rehabilitation Act of 1973 as Amended and the Americans with Disabilities Act of 1990 as Amended (ADAAA), Federal and state agencies are required to provide reasonable accommodations for

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Individuals/Consumers and Employees with disabilities, barring undue hardship. DC DDS/RSA focuses on employment, ensuring that Consumers with disabilities achieve a greater quality of life by obtaining and sustaining employment, economic self-sufficiency, and independence. DC DDS/RSA achieves this through employment marketing and placement services, vocational evaluation, vocational rehabilitation, inclusive of business enterprises. DC DDS/RSA provides services for eligible Consumers with physical or mental impairments. These services are designed to enable one to prepare for, obtain, maintain, regain or advance in employment.

**C.3.2** The District will purchase Tutoring and Academic Support Services provided by one or more Providers that facilitates informed Consumer choice designed to assist Individuals with Disability(ies) to address educational needs and requirements to meet vocational goals as indicated his/her individual plan for Employment. The Consumer and Counselor will make this determination based on Consumer's academic and vocational needs needed to meet the IPE and employment goal.

**C.4 DEFINITIONS**

**C.4.1 Academic Support:** Assist students with documented disability(ies) demonstrating deficiencies in executive function in developing study skills, organizational skills, test taking skills to improve academic performance.

**C.4.2 Authorization:** Agreement given to a service provider denoting services to be rendered at the price not to exceed the amount shown in the written authorization the Provider is allowed to bill for those services.

**C.4.3 Contract Administrator (CA):** Following the award of a contract, the person or person(s) responsible for the management actions that must be taken to assure full compliance with all of the terms and conditions contained within the contract document. Contract Administrators will monitor the contract and its compliance. Contract Administrators will review all payments to ensure compliance and will refer any violation of the contract to the DDS Contracting Officer.

**C.4.4 DC DDS/RSA:** District of Columbia Department of Disability Services /Rehabilitation Services Administration.

**C.4.5 Individual with a disability(ies):** An individual who has physical or mental impairment; whose impairment constitutes or results in a substantial impediment to employment; and who benefit in terms of an employment outcome from provision of vocational rehabilitation services (As cited in 34 CFR 361.5 (28)(i)(ii)(iii)).

**C.4.6 Tutoring Services:** A range of services provided by one or more persons designed to assist a student with disabilities improve or meet instructional requirement for academic or vocational education.

**C.4.7 Provider:** A consultant, Provider, or contractor, of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into a Blanket

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Purchase Agreement (BPA) with the District.

**C.4.8 Referral:** the act of sending someone or something for consultation, review, or further action. *See also Authorization in C.4.1.*

**C.4.9 Vocational Rehabilitation Counselor (VRC):** A VRC empowers people to make informed choices, build viable careers, and live more independently in the community. The primary focus of career preparation in rehabilitation is developing counseling skills, acquiring knowledge of disabilities and demonstrating respect and sensitivity for people with disabilities. Knowledge and practice of these principles, combined with a solid foundation of specialized education in the rehabilitation field, enable dedicated rehabilitation professionals to partner with individuals with disabilities to obtain gainful employment, pursue meaningful careers, and live independently (As cited in SDSU Administration, Rehabilitation, and Postsecondary Education Interwork Institute retrieved from <http://interwork.sdsu.edu/main/rcp> on October 26, 2014).

**C.5 REQUIREMENTS**

**C.5.1 Service Requirements**

**C.5.2 Consumer Referral Process:**

**C.5.2.1** Once the VRC initiates the referral to the Provider, the Provider shall respond to the VRC within two (2) business days acknowledging receipt of referral package.

**C.5.2.3** The Provider is not obligated to accept a referral. If the Provider decides not to accept the referral prior to initiating contact with the Consumer, the Provider shall return the referral package in its entirety to DC DDS/RSA within three (3) business days. The Provider shall explain any reasons why the referral was not accepted by the Provider. No payment shall be invoiced or paid.

**C.5.2.5** If the Provider decides to accept the referral, The Provider shall schedule the appointment with the Consumer within three (3) business days of receipt, after the acknowledgement of receipt of referral. The Provider shall notify the DC DDS/RSA VRC of the scheduled appointment via electronic email.

**C.5.2.6** The Provider shall ensure the DC DDS/RSA Consumers signs in for any contact visit with a Provider. The Provider shall send the signed document to the DC DDS/RSA VRC via electronic scanner/email, upon completion of services.

**C.5.2.7** The Provider shall contact the DC DDS/RSA VRC for any questions regarding the referral.

**C.5.3 Tutoring Services / Academic Support:**

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- C.5.3.1** The Provider shall meet with the Consumer and review documentation provided by the DC DDS/RSA VRC.
- C.5.3.2** The Provider shall assess the Consumer request for tutoring / academic support and determine the number of hours required to accomplish Consumer's request.
- C.5.3.3** The Provider shall provide the tutoring / academic support services at a site based on the Consumer's request or the Provider's recommendation based on the best practices for effective service delivery.
- C.5.3.4** The Provider shall develop rapport and communicate efficiently and effectively with the Consumer.
- C.5.3.5** The Provider shall not make a decision for the Consumer and shall not act in a custodial or guardian role.
- C.5.3.6** The Provider shall provide a report that states what the subject and the instruction provided and the number of hours of service provision.
- C.5.3.7** The narrative report shall also address progress and the need for additional assistance from DC DDS/RSA (e.g., adaptive equipment, training, remedial or services from sources other than the primary service Provider).
- C.5.4** **Provider Requirements:**
- C.5.4.1** The Provider shall obtain criminal background checks for those individuals who will be providing direct instruction to Consumer prior to their commencement of work under this BPA.
- C.5.4.2** The Provider shall ensure each specialist, employee, and/or sub-contractor having potential to serve Consumers who are 17 years or younger referred under this contract, completes a background clearance check inclusive of the Federal Bureau of Investigation (FBI)(updated biennially), Child Protection Registry (updated annually); and Jurisdictional Police Department Check in which the applicant resided during the last five years prior to employment consideration; and if different, the District of Columbia Metropolitan Police Department and service jurisdiction.
- C.5.4.3** The Provider shall provide to the CA documentation that all direct and indirect staff, including consultants, be free of communicable diseases and meet the criminal background check requirements of the jurisdiction where the facility is located.
- C.5.4.4** The Provider shall maintain an individual personnel file for each staff person, which contains an application for employment, degree and certification in the field of instruction and certification as a special educator, to provide tutoring / academic support services to students with disability(ies). The Provider shall be a certified Special Educator to provide general academic support. Professional and personal references, applicable credentials/certification, all personnel materials shall be made

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available to the CA designated in the BPA Notice of Award Letter or task orders upon request.

- C.5.4.5** The Provider shall maintain documentation that each staff person possesses adequate training, degree and certification to deliver tutoring/academic support to Consumers. Tutoring/academic support services Providers shall meet all applicable requirements of the District of Columbia or other State requirements for certification and/or licensing for each subject area.
- C.5.4.6** The Provider shall provide culturally competent tutoring / academic support services that ensure staff persons understand and are familiar with the Consumer's disability(ies), culture, reinforce positive cultural practices, and acknowledge and build upon ethnic, socio-cultural and linguistic strengths.
- C.5.4.7** The Provider shall provide linguistically competent services through staff persons or contractors who are fluent in language spoken by the Consumer being referred by DC DDS/RSA. These services can be provided through the use of other available resources (e.g. adaptive equipment, and others). These services include, but are not being limited to, the Provider's ability to communicate and serve the Consumer identified as deaf, hard of hearing, deaf-blind, visually impaired, blind, Spanish speaking and other languages spoken.

**C.6 PROVIDER / STAFF QUALIFICATION**

- C.6.1** The Provider shall be licensed and/or certified as a special educator in the Washington Metropolitan area (District of Columbia, State of Maryland or State of Virginia) to provide tutoring/academic support services to students with disability(ies).
- C.6.2** The Provider's staff shall possess a degree, have related credentials or successfully complete the course pertaining to the subject matter to provide tutoring /academic support services to the Consumer.
- C.6.3** The Provider's staff shall possess knowledge and abilities to provide tutoring / academic support in subject matter requested by the Consumer.
- C.6.4** The Provider's staff shall have the ability to successfully explain concepts to the Consumer.
- C.6.5** The Provider's staff shall have competence in maintaining a positive rapport and working successfully with a variety of individuals with disability(ies).

**C.7 Monitoring Plan**

<p><b>7.1 PERFORMANCE MONITORING PLAN</b></p>
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<b>Performance Requirements</b>	<b>Performance Standards</b>	<b>Surveillance Method &amp; Frequency</b>
Provide Tutoring and Academic Support as contained in the referral packet	100% of standard met	Pre, periodic ongoing and post-test of Consumers progress during the service period and Consumer grades in the course analyzed by DDS/RSA Staff.
		Administer, analyze and report results of Consumer Satisfaction Survey.

**D. DELIVERABLES:**

<b>CLIN</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format and Method of Delivery</b>	<b>Due Date</b>
1.	Send a monthly electronic copy of Consumer progress to RSA Counselor that referred the Consumer,	1	Mail and E-mail to the DC DDS/RSA VRC	Within two (2) weeks after the receipt of the referral

**E. DISTRICT RESPONSIBILITIES**

The VRC must contact the Provider to discuss the Consumer’s needed service(s) through the informed choice decision making model. If the VRC and the Consumer determine that the Provider’s services are appropriate for the Consumer, the VRC will generate and submit the referral form along with the written authorization to the Provider, to include:

- E.1** Authorization for tutoring / academic support services indicating the type or the subject area that Consumer is requesting tutoring and/or academic support;
- E.2** Authorization to Release of Confidential Information signed by the Consumer;
- E.3** Recent medical/psychological report (if required by the Provider);

**F. CONFIDENTIALITY**

- F.1** All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner. The Provider shall not release any information relating to a Person with disability(ies) of the services or otherwise as to the provision of these services or treatment to any other stakeholder(s) connected with the provision of services under this Agreement, except upon the written authorization of the individual referral, in the case of a minor, the custodial parent or legal guardian of the individual referral; subpoena, court order/judicial and/or DC DDS/RSA/DSS administrative representative (i.e. Office of Attorney

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General). The Provider Employment Specialists and those working directly with minor shall not have criminal records and a copy of their back group checks are to be forwarded to DC DDS/RSA Contract Administrator and a copy placed in their personal file with that particular Provider.

**F.2 HIPAA PRIVACY COMPLIANCE**

**F.2.1 Definitions:**

**F.2.2** *Business Associate* means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.

**F.2.3** *Covered Entity* means a health plan, a health care clearinghouse, or a health care Provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of the Privacy Rule.

**G.1 EVALUATION FOR AWARD CRITERIA**

**G.1** This District make award to the Provider whose offer conforms to the solicitation and is most advantageous to the District, cost or price and technical factors listed below considered. For this solicitation, technical quality is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price become more important.

**G.1.1** The technical evaluation factors listed below are in descending order of importance:

**G.1.2** Experience on similar contracts. (*Similar contracts include jurisdictions that are comparable to the District that are mandated to compile the same or similar type data*).

**G.1.3** Key Personnel. (Persons directly responsible for providing services under this contract).

**G.1.4** Technical Approach. (Description of the Contractor's methodology for completing tasks described in the contract)

**G.2 TECHNICAL RATING**

**G.2.1** The Technical Rating Scale is as follows:

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

**G.2.2** For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as “good” the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

**G.3 EVALUATION STANDARDS**

**G.3.1 Factor: Technical Expertise 30 Points**

a) Description: Information including resumes and certificates, demonstrating the qualifications and expertise of the Provider to meet the minimum qualifications and the expertise to perform the services required. The Provider’s acknowledges the responsibilities to perform the requirements. The Provider’s information, including resumes and other relevant credentials are consistent with the information presented in the Provider’s proposal;

b) The Provider shall provide a brief summary of the qualifications and roles of the key personnel for this service and attached resumes. Key personnel shall have

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demonstrated the abilities of the Provider to deliver tutoring or academic support services or requested Consumers.

**G.3.2 Factor: Technical Approach**

**30 Points**

a) Description: This factor considers the Technical Approach to be utilized by the Provider to perform the requirements as described in Section C of this solicitation. This factor examines the Provider's unique qualifications and skills that make it qualified to provide the requirements of this contract as well as the Provider's technical plan, including the Provider's service description, service delivery, and knowledge of the population to be assessed in the required work; and the Provider's knowledge and application of recognized industry standards and best practice models. This factor examines all elements of the technical approach and the interdependency of each element in the successful delivery of the required services.

b) The standard is met when the Provider:

1. Presents a written narrative of the Provider's service description providing evidence of the Provider's understanding of the technical components of the requirements. The Provider demonstrates in a clear logical manner an awareness of the scope and complexity of project to be completed;
2. Presents a written narrative of the Provider's project plan including appropriate methodologies and approaches to be used to accomplish the technical components of the requirements. The Provider's proposed methodologies and approaches comprehensively cover all technical requirements while considering the population to be assessed, and recognizing and addressing potential issues associated with implementing and completing the project plan; and
3. Provides evidence in the Provider's knowledge of industry standards and best practice models in the collection of the data.

**G.3.3 Factor: Past Performance**

**30 Points**

a) Description: This factor considers the Provider's past performance in performing services similar to the required services as described in Section C of this solicitation. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction of the Provider's performance. The standard is met when the Provider provides a curriculum vitae, along with three current professional references, that would (1) reflect a track record of obtaining state and federal funding and contracts that relate to persons with disabilities and state rehabilitation programs; (2) show previous outreach activities to individuals with disabilities, particularly those from unserved and under-served populations; (3) exemplify the knowledge and skills to carry out the purposes of the *Rehabilitation Act*, which will reflect in the Providers' professional experiences; and (4) show a history of working with individuals with disabilities, particularly those from unserved and underserved populations.

**G.4 EVALUATION CRITERIA**

**G.4.1** Proposals will be evaluated based on the following technical evaluation criteria listed in descending order of importance.

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**G.4.1.1 TECHNICAL CRITERIA (90 Points)**

**G.4.1.2 PRICE CRITERIA (10 Points)**

**G.4.2** The price evaluation will be objective. The Provider with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Provider's evaluated price score:

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

**G.4.3 PREFERENCE (Maximum 12 points in accordance with G.5)**

**G.4.4 TOTAL POSSIBLE POINTS (112 Points)**

**G.5 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone**

**G.5.1** Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

**G.5.2 General Preferences**

**G.5.3** For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

**G.5.3.1** Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

**G.5.3.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

**G.5.3.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

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**G.5.3.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

**G.5.3.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

**G.5.3.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

**G.5.4** **Application of Preferences:** The preferences shall be applicable to prime contractors as follows:

**G.5.4.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

**G.5.4.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

**G.5.4.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

**G.5.4.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

**G.5.4.5** Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

**G.5.4.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid

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submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

**G.5.5 MAXIMUM PREFERENCE AWARDED**

**G.5.5.1** Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**G.5.6 PREFERENCES FOR CERTIFIED JOINT VENTURES**

**G.5.6.1** When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**G.5.7 PROVIDER SUBMISSION FOR PREFERENCES**

**G.5.7.1** Any Provider seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

**G.5.7.1.1** Evidence of the Provider's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

**G.5.7.1.2** Evidence of the Provider's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DCLBD.

**G.5.7.2** Any Provider seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

**G.5.7.3** All Providers are encouraged to contact the DSLBD at (202)727-3900 if additional information is required on certification procedures and requirements.