MATHEMATICA
Policy Research

Request for PROPOSALS

Request for Proposals for Providers of Teacher Feedback and Coaching to Participate in an Impact Evaluation

November 2016

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Mathematica Policy Research

WestEd

Decision Information Resources

Clowder Consulting

Pemberton Research

IRIS Connect

Educopia

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OVERVIEW OF REQUEST FOR PROPOSALS

Mathematica Policy Research, Inc. (Mathematica) invites providers of individualized feedback and coaching for teachers to submit proposals to implement their program in multiple school districts across the country as part of a large-scale study funded by the U.S. Department of Education's (ED's) Institute of Education Sciences. The evaluation has two goals. Most directly, the evaluation will provide rigorous evidence on the effectiveness of teacher feedback and coaching based on videos of classroom instruction. An additional goal of the evaluation is to inform teacher preparation and professional development programs by learning about practices that promote increases in student achievement and provide practical guidance to policymakers, states, and school districts. The evaluation (which will use a randomized controlled trial design) will be conducted by Mathematica, with its partners WestEd, Decision Information Resources, Pemberton Research, Clowder Consulting, Educopia, IRIS Connect, and Suzanne Wilson (collectively, referred to hereafter as "the study team"), under ED contract ED-IES-16-C-0021 ("Prime Contract). Mathematica will ultimately enter into a subcontract with the selected provider.

This RFP is designed to provide prospective offerors with sufficient information on the work to be performed, the content of expected offers, and the rules for submitting offers. Proposals shall be evaluated based on the quality of the proposed feedback and coaching program, the provider's capacity, the management plan, the qualifications of staff, a research-based rationale for the program's design or evidence of the program's impact on relevant outcomes, and price reasonableness. Because the program will be implemented with a large number of teachers (200 in the first year and 100 in the second year) who are spread across 10 U.S. school districts selected by the study team, evidence of organizational capacity to provide feedback and coaching across multiple school districts simultaneously shall be required. After a review of written proposals, highly rated providers will be invited to Washington, DC, to present their program and proposed plans for providing individualized feedback and coaching to teachers. Mathematica and WestEd, in consultation with ED, will then select one provider's program for inclusion in the study through a subcontract issued by Mathematica.

This competition is open to both large and small businesses.

A. Background

This portion of the RFP provides information on the motivation for the evaluation of individualized feedback and coaching for teachers, the theory of action guiding the project, the key features of the feedback and coaching desired for the study, the evaluation design that will test the effectiveness of the implemented program, and the responsibilities of the study team and provider.

A.1. Project rationale

Research suggests that providing individualized feedback and coaching to teachers may be an effective strategy for improving instruction and student achievement. Recent small-scale studies found that providing individualized feedback and coaching to teachers based on classroom observations improved student achievement (Taylor and Tyler 2012; Steinberg and Sartain 2015; Allen et al. 2011, 2015; Campbell and Malkus 2011). Two of these studies measured the impact of feedback provided as part of a teacher evaluation system, including one that focused on mid-career teachers. Although teachers may feel anxious about receiving feedback based on observations of their teaching (Gersten et al. 1995), surveys show that educators prefer this type of support over more traditional forms of professional development (Bill & Melinda Gates Foundation 2014; Parise et al. 2015).

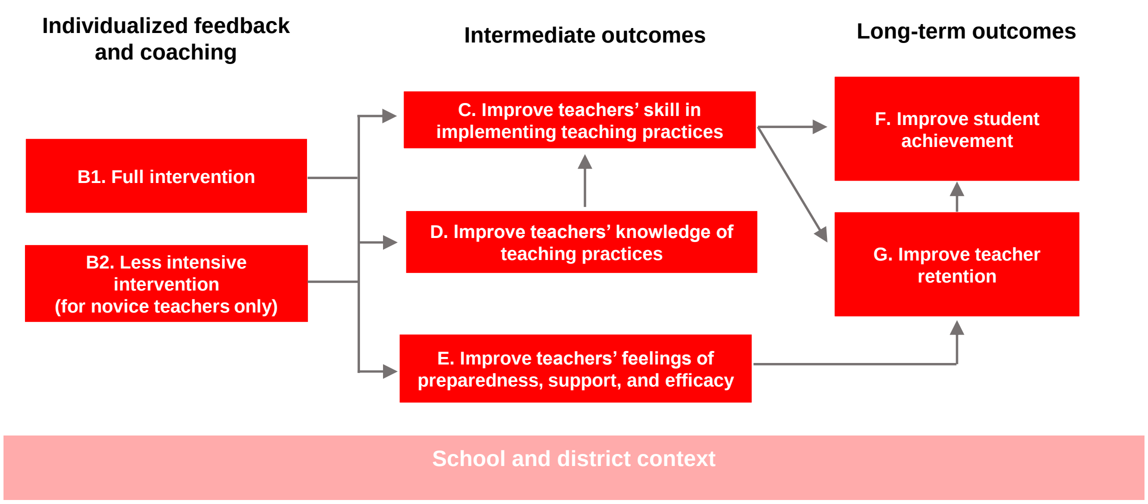
Providing individualized feedback based on video recordings, rather than live classroom observations, may be promising, given the labor- and resource-intensive nature of the feedback process. Using video recordings provides additional advantages by allowing observers to conduct observations and provide feedback and coaching at times and locations that are convenient to them and to teachers. In addition, even without feedback from a coach, videos potentially allow teachers to reflect on their practices in new ways—for example, seeing aspects of their teaching of which they were not aware or having more time to think about why an instructional activity did or did not work (Greenberg et al. 2015; Roth et al. 2011; Sherin and van Es 2009a, 2009b).

Despite this promise, there is limited evidence on the effectiveness of video-based instructional feedback. The current project will provide evidence on the effectiveness of video-based observations and individualized feedback and coaching for improving the performance of novice (first year of teaching) and early career teachers (second, third, or fourth year of teaching). The project will also examine a less intensive intervention that allows teachers to self-reflect on written feedback and videos of their teaching without interacting with a coach. Additional analyses will be conducted to inform improving practices related to teacher preparation and professional development more generally.

A.2. Theory of action

The project is guided by a conceptual framework (Exhibit 1) illustrating how video-based observation and individualized feedback and coaching could influence teachers' knowledge of instructional practices and their skill in implementing them, as well as their feelings of preparedness, support, and efficacy, which could ultimately influence student achievement and teacher retention.

Exhibit 1. Conceptual framework for teacher feedback and coaching



The study will evaluate two approaches to providing teachers individualized feedback and coaching based on video observations of classroom instruction.

- The more intensive **full intervention** (Box B1) is based on the theory that novice and early career teachers may need in-depth help to assess and interpret their practices and provide actionable guidance on how to improve. Teachers assigned to this version of the intervention will receive feedback and guidance for improvement from coaches based on video observations of their teaching. The feedback will be (1) intensive, (2) focused on a targeted set of teaching practices, (3) guided by a classroom observation instrument that measures these practices, and (4) individualized with actionable feedback that teachers can implement in their classrooms. In the full intervention, providers may wish to include the use of videos of teachers who are expert in the teaching practices of interest to support the coach's feedback and guidance for improvement.
- The **less intensive intervention** (Box B2) is based on the theory that teachers' self-reflection based on videos of their teaching and guided by feedback on how they performed from an observation instrument, may be enough to improve practices. Those assigned to this version will not have feedback sessions with a coach, but will have the opportunity to independently reflect on videos of their teaching and written observation feedback that describes their performance on the targeted practices.

The following theory of change suggests that the interventions, focused on personalized, individualized feedback to teachers, will improve teachers' skill in implementing the targeted teaching practices (Box C). The interventions may also improve teachers' knowledge of the targeted practices (pedagogical knowledge) (Box D), which in turn could influence teachers' skill in implementing the practices. The interventions are grounded in the assumption that improving teachers' practices will improve student achievement (Box F). However, this link depends on whether teachers trust the feedback from coaches, are motivated to change their teaching practices, feel supported in their efforts to change their practices, and whether these changes lead to improved student achievement. Therefore, a focus on effective teaching practices that influence student achievement is critical to the interventions' success. Providing videos and individualized feedback and coaching to teachers might also boost teachers' perceptions about how prepared they feel to teach, how supported they feel as a novice or early career teacher, or how capable they feel in their ability to improve student achievement (Box E). This could improve teacher retention (Box G) and eventually improve student achievement as teachers gain experience.

A.3. Individualized feedback and coaching

We are seeking a feedback and coaching program that (1) focuses on a set of targeted teaching practices for novice and early career teachers, (2) uses a classroom observation instrument to measure teacher performance and guide the feedback provided to teachers, (3) provides written feedback and feedback sessions for teachers (full intervention) or provides written feedback for teachers to reflect on (less intensive intervention), and (4) may use videos of expert teachers to support its feedback (full intervention). In addition, we are interested in providers who (1) have displayed a capacity to implement their program across multiple school districts simultaneously with fidelity, and (2) can demonstrate a research-based rationale for their program's design or previous evidence of their program's effectiveness. All the proposed program materials must already exist and must have been previously implemented; *no funding will be provided for substantial program development*. However, to ensure that the program is cohesive and meets the needs of the evaluation, the RFP will allow for modest customization or adjustment of materials.

The provider shall implement feedback and coaching for elementary teachers in the 4th and 5th grade on a set of targeted teaching practices (described below) that can be used across different subject areas. We are not seeking a provider that offers coaching focused on a specific subject area.

A.3.1. Targeted teaching practices

The feedback and coaching program shall focus on a targeted set of teaching practices for novice and early career teachers that providers feel have the most potential to improve student achievement in grades 4 and 5. We recommend a focus on the following three practices for novice teachers:[1]

1. **Managing classrooms and student behavior**. The steps teachers take to organize and manage their classroom to support teaching and learning (for example, setup of the physical space, daily routines, and procedures for moving from whole class to small group discussions), and the strategies they use to promote and maintain positive student behavior (for example, classroom rules, clear enforcement of rules, and constructive responses to misbehavior).
2. **Engaging students in classroom instruction**. Teachers' use of instructional activities and strategies that foster student interest and motivation to actively participate in instructional activities.
3. **Checking students' understanding of content and concepts**. Techniques that teachers use to informally assess whether students understand the content and/or concepts being taught so they can provide real-time feedback to students and adapt their instruction in response to student misunderstandings. This also includes the types of questioning strategies teachers use to assess students' understanding and improve student learning.

Providers may propose one additional teaching practice to target (beyond the three listed), or they may propose a revised list of teaching practices for novice teachers. However, providers must clearly justify any additions or revisions to the list of targeted practices, clearly explaining why the proposed practices have the potential to improve student achievement.

Given that teachers may face different types of challenges in their second to fourth years of teaching, providers can propose one additional teaching practice (beyond those targeted for novice teachers) to target for early career teachers. Alternatively, providers may choose to focus on the same set of practices for both novice and early career teachers, but cover the practices in

[1] We broadly define the teaching practices below without describing how teachers should implement each practice. Providers should present their definition of each teaching practice and include examples or descriptions of how teachers implement the practice in their classrooms.

greater depth with early career teachers. Providers must justify the practices targeted for early career teachers. Examples of the type of additional teaching practices that providers could target for early career teachers include:

- **Supporting students' higher level thinking and ability to learn challenging content**. Teachers engage students in instructional activities that not only support students' understanding of core content and concepts, but also develop their abilities to analyze, synthesize, and evaluate increasingly challenging content and concepts.
- **Understanding students' thinking about the content to improve student learning.** Strategies that teachers use to encourage students to express their thinking about content and concepts, so that teachers can address misunderstandings, improve students' understanding of the concepts, and help students relate what they are learning to the real world, their own experiences, and other things they have learned.
- **Adapting instruction to meet individual student needs**. Strategies that teachers use to address the range of students' skill levels, learning styles, interests, backgrounds, and needs in the classroom. Adapting materials and instructional activities so that all students can learn the material being taught.

An operating theory of the study is that *appropriately targeted* feedback and coaching is most likely to be successful. Therefore, providers shall propose giving feedback on no more than four teaching practices for novice teachers, and no more than five practices for early career teachers.

A.3.2. Classroom observation instrument

The coaching and feedback shall be based on a classroom observation instrument that coaches use to reliably measure teacher performance on the targeted practices. The purpose of using an observation instrument is to ensure consistency across coaches in terms of the teaching practices they target and how they determine which practices need to be improved for replicability of the study results. The study team also intends to use the provider's observation instrument as one measure of teacher practice for the purposes of the study.

For these reasons, the provider's observation instrument must be well structured and able to measure the performance of elementary school teachers teaching different subject areas. We are seeking an observation instrument that assesses performance based on videos of teachers' classroom instruction (without the need for other materials, such as lesson plans, student assessments, or examples of student work). (The videos will capture both the teachers' instruction and interactions between teachers and students.)

The provider shall have a well-defined training for the instrument that ensures coaches consistently and accurately use the observation instrument to assess important aspects of teachers' practices. Providers shall describe their training and how it will ensure that coaches consistently and accurately identify teaching practices in need of improvement. Providers that have a process to certify that coaches are using the rubric consistently shall describe that process in their proposal. Providers that have evidence of the validity and reliability of their observation instrument shall describe that information in their proposal as well. A copy of the observation instrument must be included with the proposal in Appendix A.

A.3.3. Summer orientation session

The providers shall lead a summer orientation session to launch the feedback and coaching program for teachers. A separate in-person summer training session shall be held in each school district, and shall be scheduled just before the school year begins in each district. The intervention provider shall cover the following for teachers in the full intervention group during the orientation sessions:

- Explain each step in the feedback cycle, including how coaches will schedule and conduct feedback sessions
- Describe the teaching practices targeted by the intervention
- Introduce the observation instrument that will be used to measure teachers' performance on the targeted practices
- Show teachers how to access their videos and the videos of expert teachers

The intervention provider shall cover the following for teachers in the less intensive intervention group during the orientation sessions:

- Explain each step in the feedback cycle, including how teachers will receive written feedback from coaches
- Describe the teaching practices targeted by the intervention
- Introduce the observation instrument that will be used to measure teachers' performance on the targeted practices
- Discuss best practices for how teachers can reflect on videos of their teaching and provide a document that guides teachers on how to reflect on their own videos
- Show teachers how to access their videos

The provider shall have the coaches who will provide feedback to teachers in each district attend the district's summer orientation so they can begin to establish a relationship with teachers in the full intervention and participate in the orientation session.

Although teachers will meet for a full day, providers shall plan for a half day with novice teachers. The study team will use a portion of the day to provide teachers with a short introduction to the study. They will also ask novice teachers to complete two baseline data collection activities for the study, including a two-hour test of pedagogical knowledge and a 30-minute test of teacher's attitudes and beliefs (see draft agenda in Exhibit 2 below).

Providers shall split up the teachers in the full and less intensive treatment groups for separate sessions throughout the day. In each district, providers shall plan on training both groups of teachers (full intervention group and less intensive intervention group) on a single day. To make this possible, providers shall have two trainers attend each training because we anticipate holding concurrent sessions (for example, during one session, the full intervention group may be getting trained on the steps in the feedback cycle and how they will interact with coaches, while teachers in the less intensive intervention group are learning about the written feedback they will receive).

Exhibit 2. Sample agenda for summer orientation for novice teachers

Session	Topic	Participants
	Session 1	
Session 1	Study team describes study; Provider describes targeted teaching practices, observation instrument; discuss purpose and benefits of video	Teachers in full and less intensive intervention, principals, and coaches
	Concurrent session 2	
Breakout session 1	Provider explains each step in the feedback cycle and shows teachers how to access their videos and communicate with coaches to schedule feedback sessions; Study team introduces teachers to field staff who will videotape their classrooms	Teachers in full intervention, principals, coaches, and local field staff
Breakout session 2	Provider explains each step in feedback cycle; provides protocol and guidance on how to review and reflect on videos; describes how to use ratings to improve practice	Teachers in less intensive intervention and principals
	Concurrent session 3	
Breakout session 1	Provider establishes relationships between teachers and coaches	Teachers in full intervention and coaches
Breakout session 2	Study team administers the Praxis Principles of Learning and Teaching (PLT) and Haberman assessments	Teachers in less intensive intervention
Breakout session 3	Study team introduces principals to field staff and discusses teachers' schedules for videotaping classrooms	Principals and local field staff
	Concurrent session 4	
Breakout session 1	Study team administers the Praxis PLT and Haberman assessments	Teachers in full intervention
Breakout session 2	Study team introduces teachers to field staff who will videotape their classrooms	Teachers in less intensive intervention and local field staff
Breakout session 3	Study team discusses teachers' schedules and availability for feedback sessions; Provider discusses how coaches will coordinate with other coaches for novice teachers; address issues or concerns	Principals and coaches

A.3.4. Feedback and coaching based on video observations of teachers

Each feedback and coaching cycle for teachers in the full intervention group shall consist of the following basic elements, although the details of each element may vary depending on the provider's proposal:

1. **The study team records a video of each teacher's instruction and transfers the videos to the provider.** The study team will have staff in each district who will schedule and conduct 30-minute videos of each teacher's instruction. The study team staff will record teachers' classrooms using IRIS Connect's Discovery Kit, which captures audio and video of the teacher at the front of the classroom, as well as audio and video of teachers' interactions with students. The study team will transfer a single video for each feedback cycle to the provider.
2. **A coach from the intervention provider reviews the video using the observation instrument to measure the teacher's performance on the targeted teaching practices.** The coach shall use the provider's observation instrument to assess each teacher on the practices targeted by the program.
3. **The coach develops feedback for the teacher using a systematic approach.** All providers shall have coaches use a consistent, systematic approach to (1) identify which teaching practices to address in their feedback, (2) determine how many practices on which to provide feedback, and (3) develop actionable feedback based on teachers' performance. The

feedback provided to teachers shall include actionable steps for teachers to take to improve instruction on one or more of the teaching practices targeted by the intervention.

4. **The coach shares the video of the teacher's instruction and the written feedback with the teacher.** Before meeting with the coach, the teacher shall have an opportunity to review the full video or shorter clips identified by the coach as well as the feedback developed by the coach.

5. **The coach shall hold a feedback session with the teacher either in-person or remotely.** The coach shall meet with the teacher to deliver the feedback. In addition, the coach shall develop a plan for ensuring teachers are engaged in responding to the feedback and implementing it in their classrooms. Coaches can also share videos of expert teachers to provide examples of strong performance on the practices that teachers need to improve. Providers shall describe whether they will conduct coaching sessions remotely (for example, by phone or Skype) or in person and justify their approach. The approach used by the provider must be feasible within the budget permitted by the RFP.

The less intensive intervention follows the same set of steps with a few exceptions (Exhibit 3). In step 4, providers can choose to give teachers written feedback from the coach or to give an observation score report that describes the teachers' scores on the classroom observation instrument. Also, providers can give teachers in the less intensive group a self-reflection form to guide teachers in how to reflect on videos of their instruction. Step 5 is not provided to teachers in the less intensive intervention group.

Exhibit 3. Key elements of full and less intensive interventions

	Full intervention	Less intensive intervention
Video record teacher's classroom instruction	✓	✓
Coach uses observation rubric to measure teacher's performance and develop feedback	✓	✓
Teacher reviews video of their own teaching and feedback from coaches	✓	✓
Coach holds feedback session with teacher to discuss feedback, recommend strategies for improvement, share videos of expert teachers, and develop action plan.	✓	

A.3.5. Video viewer

The provider shall describe how they propose to have teachers and coaches view videos or video clips of their teaching taken by the study team. Teachers in the full intervention should also have access to videos of expert teachers, if applicable. Because the study team will have staff taking and uploading videos, teachers should *not* be able to (a) share videos with coaches that are not taken by the study team (coaches should provide feedback based only on videos taken by study team staff), (b) share videos of their instruction with other teachers, or (c) use the video viewer to communicate or interact with other teachers. The provider should justify any additional functionality included in the video viewer, recognizing that the goal of the study is to measure the impact of individualized feedback to teachers based on videos of teachers' instruction. If the provider proposes additional functionality that the study team determines could interfere with this goal, the provider will need to disable it.

A.3.6. Duration and intensity

The provider shall conduct summer orientations and implement the coaching and feedback program for novice teachers in the 2017–2018 school year, and for early career teachers in the 2018–2019 school year. The summer orientations shall be held just before the school year begins in each district, and the feedback and coaching program will be implemented from the beginning of the school year through the end of March, or when districts begin state student assessments (whichever is first).

One goal of this study is to evaluate intensive feedback and coaching for teachers. To that end, the program shall include at least seven feedback and coaching cycles (described above) during each school year. Providers can propose how to spread the feedback and coaching cycles over the course of the school year (provided the coaching is completed on the timeline described above). Providers shall justify both the number of feedback and coaching cycles they propose to conduct and the timing of those cycles during the school year.

A.3.7. Participants

During the 2017–2018 school year, providers shall deliver the full intervention to 100 novice teachers and the less intensive intervention to 100 novice teachers spread across approximately 10 districts. The study team will identify and recruit the study teachers participating in the interventions. In each district, we anticipate having about 10 novice teachers in the full intervention group and 10 novice teachers in the less intensive intervention group.

During the 2018–2019 school year, providers shall deliver the full intervention to 100 early career teachers (approximately 10 in each district). The early career sample will include 50 teachers who participated in the full intervention as novice teachers during the 2017–2018 school year. Therefore, those teachers will be receiving a second year of the full intervention in the 2018–2019 school year. The sample will also include 50 teachers who did not participate in the study during the 2017–2018 school year.

The study will include novice and early career teachers in the fourth or fifth grade who are responsible for teaching English/language arts or math. The study team will select a geographically diverse set of approximately 10 districts, with a focus on districts that (1) are not already providing intensive feedback and coaching to novice and early career teachers, and (2) have a sufficient number of novice and early career teachers for the study.

A.3.8. Capacity

The provider must have prior experience providing feedback and coaching to teachers. Also, the provider must have a sufficient number of coaches who are trained on the provider’s observation instrument and trained to provide feedback and coaching to a minimum of 200 teachers per year across approximately 10 districts geographically dispersed across the U.S. If a provider does not have a sufficient number of coaches currently available to provide feedback and coaching on this scale, the provider must explain how it will hire and train enough coaches between February 2017 (when a provider is selected) and July 2017 (when summer orientations begin). The provider must describe its existing processes for hiring, training, monitoring, and supporting coaches to ensure a consistent, high-quality program. The provider must have the expertise and capacity to provide high-quality individualized feedback to study teachers based on videos of their instruction. In addition, the provider must have the ability to coordinate services with school districts and the study team and be willing to work in the context of an evaluation.

A.3.9. Replicability

The provider must demonstrate the ability to deliver its program with fidelity in varied locations including the following:

- The existence of a training process to ensure coaches consistently use the observation instrument, and materials that guide coaches on how to identify aspects of teaching practice that teachers need to improve and determine what type of feedback to provide
- The use of quality assurance processes for evaluating and monitoring coaches

A.3.10. Evidence of effectiveness

The provider must demonstrate a research-based rationale for their program’s design and/or empirical evidence supporting the promise of the current feedback and coaching program for positively impacting teachers and/or students.

A.4. Description of impact evaluation

The current study will provide rigorous evidence on the effectiveness of feedback and coaching for novice and early career teachers. According to the research design, the study team will randomly assign participating novice teachers to a treatment group that receives the full intervention (100 teachers), a treatment group that receives the less intensive intervention (100 teachers), or to a control group that is not offered either version of the feedback and coaching program (100 teachers). A comparison of teacher and student outcomes between the treatment and control groups will provide rigorous evidence of the effects of the full intervention and the less intensive intervention on intermediate and longer-term outcomes. In the second year, the study team will randomly assign participating early career teachers to a treatment group that receives the full intervention (100 teachers) or a control group that is not offered the program (100 teachers). This will provide evidence of the full intervention’s impact on teacher and student outcomes for early career teachers. To learn about the relative effectiveness of one versus two years of feedback, half of the 100 novice teachers in the full intervention group will be randomly assigned to receive a second year of the full intervention as part of the early career teacher sample.

Exhibit 4 shows the study’s primary research questions and the data sources and analysis methods used to address those questions.

Exhibit 4. Primary research questions, data sources, and analysis methods for the proposed study

Research questions	Data sources	Analysis methods
What are the impacts of the full and less intensive interventions on teachers' professional development experiences and perspectives? Were the interventions implemented with fidelity?	• Coaching logs • Video viewing logs • Coaching data from provider • Observations of feedback sessions • Annual teacher surveys • Summer orientation observations and feedback forms	• Descriptive analysis of the feedback and coaching provided to teachers • Descriptive analysis of teachers' experiences with the feedback and coaching and their perspectives on the intervention
What are the impacts of the full and less intensive interventions on teacher knowledge, teacher practices, and student achievement? What is the impact of one versus two years of the full intervention?	• Test of teachers' knowledge of teaching practices • Classroom observation scores on a formal observation instrument • Student test scores	• Experimental impact analysis of differences between treatment and control groups

The evaluation will also address questions related to the impact of one versus two years of the full intervention for novice teachers, how impacts vary for teachers with different preparation experiences and background characteristics, and the cost effectiveness of the intervention. In addition, the study will examine which teaching practices are most important for effective teaching and whether the impacts of the intervention on student achievement are explained by impacts on teaching practices. To inform teacher preparation, the study will assess whether screening teachers based on their knowledge of instructional practices, or their mindsets and beliefs helps to improve teacher effectiveness.

A.5. General requirements

This section presents a general overview of the roles and requirements for the study team and the provider.

A.5.1. Study team responsibilities

- **Support of district and school staff time**. The study team will be responsible for the cost of any district or school staff time associated with evaluation activities (for example, survey completion and survey administration).
- **District and school recruitment and random assignment**. The study team will recruit and select the districts. At this time, we do not know which districts will participate in the study. Therefore, providers shall assume that the participating districts will be geographically spread across the U.S.
- **Data collection for the evaluation**. The study team will develop the data collection instruments and collect all outcome and implementation data for the evaluation. This includes independent data on the fidelity of implementation of feedback and coaching activities.

- **District support**. The study team will work with district and school administrators to ensure that teachers can participate in study activities (such as the summer orientations, videotaping of classrooms by the study team, and feedback and coaching sessions during the year).
- **Monitoring and supporting implementation**. The study team will monitor the implementation of the feedback and coaching program to ensure strong implementation that is consistent with the program design. In addition, a study liaison assigned to each district will identify any implementation challenges and work with the provider to address them.

A.5.2. Feedback and coaching provider responsibilities

- **Summer orientation**. The selected provider shall finalize summer orientation activities and conduct the summer orientation sessions in each district. The provider shall pay for the cost of transportation and lodging of its own training staff, as well as any provider staff time for the summer orientation sessions in each district.
- **Feedback and coaching program**. The selected provider shall prepare and provide all feedback and coaching activities and materials during the school year, and provide the classroom observation instrument and video viewer used for the feedback and coaching. The provider shall be responsible for hiring, paying for, and training all coaches and ensuring that they have the appropriate credentials, experience, and preparation. Also, the provider shall closely monitor implementation fidelity of the coaching. The provider shall be responsible for providing all feedback and coaching materials and online access to materials. In addition to paying for the coaches' time, the provider shall pay for the cost of transportation and lodging of its coaches (if any feedback is provided in person), as well as any staff time for the provider to coordinate and monitor the coaches.
- **Data collection for the evaluation**. The selected provider shall provide the study team with data needed for the study, such as: (1) the provider's coaches shall complete coaching logs to track their coaching activities (see Tasks 7 and 8 in Section B); (2) if the provider scores teachers' videos using its observation instrument, those observation scores will be collected for the study; (3) information for each teacher on how many videos coaches received and reviewed for providing feedback; and (4) if the provider has the ability to track how many times teachers watch videos of their instruction and videos of expert teachers, that information will be collected for the study as well.
- **Providing information to districts**. As needed, the provider shall help the study team share information on the program with potential districts and schools during recruitment.
- **Coordination**. The provider shall coordinate feedback and coaching activities across participating school districts, in collaboration with identified district staff and staff from the study team. This coordination shall include scheduling activities related to summer orientation sessions and the feedback and coaching provided during the school year, locating and contracting for any facilities needed for program activities, inviting participants, and collaborating with the study team staff to collect information on participation in all professional development activities.

B. Technical specifications

This portion of the RFP provides information on the tasks to be undertaken and their anticipated timeline. It also presents requirements for the content of proposals.

B.1. Statement of work

The selected provider shall:

- Conduct summer orientation sessions for novice teachers just prior to the 2017–2018 school year
- Provide coaching and feedback to those novice teachers according to their assignment (full intervention and the less intensive intervention) during the 2017–2018 school year up until the beginning of state student assessments, or the end of March, whichever is first
- Conduct summer orientation sessions for early career teachers just prior to the 2018–2019 school year
- Provide coaching and feedback to early career treatment teachers during the 2018–2019 school year up until the beginning of state student assessments or the end of March, whichever is first

The tasks and deliverables outlined in this section shall be the responsibility of the provider. (See Exhibit 5 for a full list of anticipated deliverables and due dates, and Exhibit 6 for a detailed timeline.) The tasks are organized into three contract periods—the base period (from 9/27/16 through 3/27/18), option period 1 (9/27/17 through 4/27/19), and option period 2 (9/27/18 through 4/27/20). See the budget template in Attachment A for information on the contract period for each task and subtask.

Task 1. Project kickoff (February 2017)

Senior provider staff shall meet with study team members and staff from ED within eight working days of the subcontract award (anticipated award on approximately February 10, 2017). The purpose of the meeting, which shall be held in Washington, DC, shall be to review the subcontract activities and timeline and discuss any areas of concern. The study team shall provide an agenda for this meeting. At least two working days before the meeting (within six working days of contract subaward), the provider shall deliver the following to the study team:

- Five copies of all existing program-related materials, such as the classroom observation instrument and the training and certification materials for the instrument
- Agenda for the summer orientations
- Coaching manuals that explain how coaches will identify areas for improvement and provide feedback to teachers
- One-page information sheets about how teachers access videos and coaches' feedback
- Information about the existing expert teaching videos that align with the targeted teaching practices

These materials must provide the study team and ED with comprehensive information on the feedback and coaching program and steps for training coaches.[2]

Deliverables: Materials for summer orientation, training of coaches, and feedback and coaching program

Task 2. Site recruitment assistance (February 2017 through May 2017)

The provider shall supply two documents that the study team will use during the recruitment process: (1) a 2-page program summary that describes the features, teaching practices addressed, and implementation requirements of the two versions of the feedback and coaching program (full program and less intensive program), and (2) a frequently asked questions document to address questions that district staff and principals may have about the feedback and coaching program and technical requirements. The provider shall submit a draft of these materials to the study team within five working days of the subcontract award date. The study team and ED will provide initial guidance and work with the provider to finalize these materials.

Although the study team will be responsible for recruiting districts and teachers to participate in the evaluation, districts and teachers likely will have questions regarding the feedback and coaching program. When requested, the provider shall review recruitment materials developed by the study team and participate in recruitment calls made by the study team to districts to further explain the program. For example, the provider may need to answer questions from districts about how the teaching practices targeted by the feedback and coaching program align with the feedback the district currently provides to novice and early career teachers. For budgeting purposes, providers shall estimate that they will participate in approximately 15 one-hour recruitment calls.

Deliverables: Program summary
Frequently asked questions document
Review of select recruitment materials
Participation in recruitment calls (up to 15)

Task 3. Finalize feedback and coaching program materials, as needed (February 2017 through April 2017)

ED intends to study an existing feedback and coaching program. However, some adjustment of the program materials may be needed to ensure that the feedback and coaching is cohesive and appropriate for teachers in fourth and fifth grades in the evaluation. If needed, the provider shall make adjustments to the existing program materials so that they meet the requirements of the evaluation and reflect any modifications to the program materials that may arise during the negotiation process and discussions among the provider, the study team, and ED. The provider shall submit revised materials by April 3, 2017.

[2] Sample program materials appended to providers' technical proposals (see Section C.1) are intended to provide the review panel with snapshots of the content of the program.

Deliverables: Revised program materials

Task 4. Hire, train, and assign coaches

As part of this task, the provider shall hire a sufficient number of coaches and conduct any orientation and training necessary to both ensure that the coaches are fully qualified to provide feedback and coaching and that they understand the study. The provider's proposal prepared in response to this RFP must detail its plan for hiring and training a sufficient number of coaches for the study.

4.1. Hire, train, and assign coaches to novice teachers (February 2017 through June 2017). The provider's proposal shall indicate the number of coaches needed to provide the full intervention to 100 novice teachers in the 2017–2018 school year and the less intensive intervention to 100 novice teachers in the 2017–2018 school year, the number of current coaches available to participate in the study, summary of those coaches qualifications and resumes, and plans for hiring and training additional coaches as needed.

The provider shall make adjustments to its plan for hiring and training coaches once the study districts have been finalized (by May 31, 2017). The revised plan shall describe which coaches will be assigned to work with teachers in each district and the approach to supervising coaches. The provider shall hire all coaches needed for the 2017–2018 school year by June 30, 2017 so that coaches are available to attend any summer orientations that occur in July and August 2017. The provider must communicate any changes in key staffing that may be necessary to the study team at least two weeks before the change is implemented and must receive approval for the changes from the study's director.

Deliverables: Revised hiring, training, and staffing plan for coaches of novice teachers

4.2. Hire, train, and assign coaches to early career teachers (February 2018 through June 2018). The provider's proposal shall indicate the number of coaches needed to provide the full intervention to 100 early career teachers in the 2018–2019 school year. If needed, the provider shall make adjustments to its plan for recruiting, hiring, and training coaches for early career teachers in the 2018–19 school year by March 1, 2018. The provider shall hire all coaches needed for the 2018–2019 school year by June 29, 2018, so that coaches are available to attend any summer orientations that occur in July and August 2018.

Deliverables: Revised hiring, training, and staffing plan for coaches of early career teachers

Task 5. Coordinate transfer of videos from camera provider

The study team will have field staff video record teachers' classroom using a camera kit provided by IRIS Connect. These videos will be processed and uploaded to a secure cloud storage site managed by IRIS Connect, and then transferred to the provider. However, the provider shall work with IRIS Connect to facilitate the transfer of videos.

5.1. Coordinate transfer of videos for novice teachers (April 2017 through October 2017). The provider shall work with IRIS Connect in April 2017 to test the process for transferring videos to the provider. The provider shall continue working with IRIS Connect through the fall of the 2017–2018 school year to ensure the smooth transfer of videos for novice teachers from IRIS Connect to the provider.

Deliverables: Test transfer of videos from IRIS Connect to the coaching provider
Transfer videos from IRIS Connect to the provider

5.2. Coordinate transfer of videos for novice teachers (November 2017 through April 2018). The provider shall continue working with IRIS Connect throughout the remainder of the 2017–2018 school year to ensure a smooth transfer of videos for novice teachers from IRIS Connect to the provider.

Deliverables: Transfer of videos from IRIS Connect to the provider

5.3. Coordinate transfer of videos for early career teachers (July 2018 through October 2018). The provider shall work with IRIS Connect through the fall of the 2018–2019 school year to ensure a smooth transfer of videos for early career teachers from IRIS Connect to the provider.

Deliverables: Transfer of videos from IRIS Connect to the provider

5.4. Coordinate transfer of videos for early career teachers (November 2018 through April 2019). The provider shall continue working with IRIS Connect throughout the remainder of the 2018–2019 school year to ensure a smooth transfer of videos for early career teachers from IRIS Connect to the provider.

Deliverables: Transfer of videos from IRIS Connect to the provider

Task 6. Finalize summer orientation and feedback and coaching program plans

6.1. Finalize summer orientation and feedback and coaching program plans for novice teachers (February 2017 through May 2017). Although the selected provider's proposal developed in response to this RFP must detail how the summer 2017 orientation and feedback and coaching during the 2017–2018 school year are to be conducted (that is, how many feedback cycles will be conducted, the teaching practices targeted), the provider shall submit a final plan that fleshes out the specific timing of the feedback cycles once the locations of the study districts are known. In addition, the final plan shall reflect any changes to the provider's program that result from the negotiation process stemming from responses to this RFP and discussion among the selected provider, the study team, and ED. As district participation is confirmed, the provider shall submit district-specific plans on a rolling basis.

Deliverables: Final plan for summer orientations and feedback and coaching program for novice teachers
Final summer orientation agenda

6.2. Finalize summer orientation and feedback and coaching program plans for early career teachers (February 2018 through May 2018). Providers shall make any adjustments needed to their plans to conduct summer 2018 orientations and provide feedback and coaching for early career teachers during the 2018–2019 school year. The approach differs for early career teachers because the provider shall only implement the full intervention. In addition, the feedback and coaching for early career teachers can address an additional teaching practice. The provider shall also provide a plan for how the summer orientation and feedback and coaching program need to be adapted for teachers who participated in the full intervention as novice teachers and continue for a second year as early career teachers.

Deliverables: Final plan for summer orientations and feedback and coaching program for early career teachers

Final summer orientation agenda

Task 7. Implement feedback and coaching program for novice teachers

To evaluate the effectiveness of the feedback and coaching program when implemented as intended, the program must be implemented with fidelity in each of the districts participating in the impact study. This task and subtasks consist of providing the personnel, materials, and support necessary to carry out the feedback and coaching program for novice teachers, in accordance with the plans provided in the proposal and finalized in Task 6. The provider shall explain the extent to which the coaching provided as part of the full intervention will be provided in person or remotely by phone or video call (for example, Skype).

7.1. Summer orientation and fall implementation of full intervention for novice teachers (July 2017 through October 2017). The provider shall conduct a one-day, in-person orientation in summer 2017 in each of the approximately 10 districts and conduct the feedback and coaching for novice teachers in the full intervention through the fall and winter of the 2017–2018 school year. The provider shall work with a district coordinator and site liaison from the study team assigned to each district to arrange logistics for the summer orientation session and to plan the schedule for feedback and coaching for each district. Study team staff will observe each summer orientation and record a sample of coaching sessions for the evaluation.

The provider shall monitor the implementation of the program to ensure implementation fidelity and use results of the monitoring to improve implementation fidelity as needed. For example, the provider shall provide the study team information about the number of coaching cycles that have been completed for each teacher and the status of the current coaching cycle for each teacher (for example, whether a coach has reviewed the video, developed feedback, scheduled a feedback session, and held the session). The study team will also systematically monitor coaching to ensure it is being provided consistently and with high fidelity to all teachers in the full intervention across all participating districts. The provider's coaches shall fill out and submit web-based coaching logs, developed by the study team, after each coaching session to document the coaching activities. It is possible that the provider has a web-based coaching log system of its own that would address this evaluation data requirement. The provider may propose to provide information from such an existing data system. If so, the provider must include a description of this system and the data elements it collects. At a minimum, the study requires information about the following for each session: the planned date of the coaching session, the actual dates on which the coaching occurred, the format of the coaching session (that is, phone, Skype, in person), the length of the coaching session, teaching practices identified as needing improvement, teaching practices discussed during the coaching session, types of feedback provided, and next steps identified during each session. The study also requires information about feedback provided to teachers in the less-intensive intervention: the date feedback was sent, the practices identified as needing improvement, and the types of feedback provided.

Deliverables: Conduct summer orientation sessions in each district
Conduct feedback and coaching cycles
Provide weekly status update on coaching cycles
Completed weekly coaching logs

7.2. Winter/spring implementation of full intervention for novice teachers (November 2017 through April 2018). The coaching provider shall continue to conduct and monitor the feedback and coaching program for the full intervention in winter and spring 2018 through the end of March 2018, or until the beginning of state student assessments.

Deliverables: Conduct feedback and coaching cycles
Provide weekly status update on coaching cycles
Completed weekly coaching logs

7.3. Summer orientation and fall implementation of less intensive intervention for novice teachers (July 2017 through October 2017). The provider shall conduct a one-day, in-person orientation session in summer 2017 in each district and conduct the feedback for novice teachers in the less intensive intervention through the fall and winter of the 2017–2018 school year. The provider shall work with a district coordinator and site liaison from the study team assigned to each district to arrange logistics for the summer orientation session and to plan the schedule for feedback for each district. Study team staff will observe each summer orientation. Providers shall assume that the training for the full intervention and less intensive intervention occur on the same day with concurrent sessions for the two groups.

Similar to Task 7.1, the provider shall conduct and monitor the feedback program to ensure implementation fidelity and use results of the monitoring to improve implementation fidelity as needed.

Deliverables: Conduct summer orientation sessions in each district
Conduct feedback cycles
Provide weekly status update on feedback cycles
Completed weekly coaching logs

7.4. Winter/spring implementation of less intensive intervention for novice teachers (November 2017 through April 2018). The coaching provider shall continue to conduct and monitor the feedback program for novice teachers in the less intensive intervention in winter and spring 2018 through the end of March 2018, or until the beginning of state student assessments.

Deliverables: Conduct feedback cycles
Provide weekly status update on feedback cycles
Completed weekly coaching logs

7.5. Review and respond to implementation issues and successes (April 2018 through May 2018)

The provider shall hold a call in April 2018 with the study team and ED to describe implementation issues and successes during the 2017–2018 school year and proposed minor revisions to improve implementation for early career teachers in the 2018–2019 school year. Implementation plans shall be consistent across the two years of implementation, but providers may adjust their coaching topics and expert videos to tailor the program for early career versus novice teachers (as specified in Task 6.2, in preparation for Task 8),. No revisions may be made without explicit approval from the study team.

Deliverables: Meeting attendance and summary of any agreed-upon program revisions

Task 8. Implement feedback and coaching program for early career teachers

To successfully evaluate the effectiveness of the feedback and coaching program, it must be implemented with fidelity in each of the districts participating in the impact study. This task and subtasks consist of providing the personnel, materials, and support necessary to carry out the feedback and coaching program for early career teachers, in accordance with the plans provided in the proposal and finalized in Task 6.

8.1. Summer orientation and fall implementation of full intervention (July 2018 through October 2018). The provider shall conduct a one-day, in-person orientation session in summer 2018 in each district and conduct the feedback and coaching for early career teachers in the full intervention through the fall of the 2018–2019 school year. The provider shall work with a district coordinator and site liaison from the study team assigned to each district to arrange logistics for the summer orientation session and to plan the schedule for feedback and coaching for each district. Study team staff will observe each summer orientation and record a sample of coaching sessions for the evaluation.

The provider shall monitor the implementation of the program to ensure implementation fidelity and use results of the monitoring to improve implementation fidelity as needed. Also, the study team will systematically monitor coaching to ensure it is being provided consistently and with high quality to all teachers in the full intervention across all participating districts. The provider's coaches shall fill out and submit web-based coaching logs developed by the study team after each one-on-one coaching session to document coaching activities conducted. See Task 7.1 for more information on the coaching log requirements.

Deliverables: Conduct summer orientation session in each district
Conduct feedback and coaching cycles
Provide weekly status update on coaching cycles
Completed weekly coaching logs

8.2. Winter/spring implementation of full intervention (November 2018 through April 2019). The coaching provider shall continue to conduct and monitor the feedback and coaching program for the full intervention for early career teachers in winter and spring 2019 through the end of March 2019, or until the beginning of state student assessments.

Deliverables: Conduct feedback and coaching cycles
Provide weekly status update on coaching cycles
Completed weekly coaching logs

Task 9. Project management

To support effective implementation and comply with necessary study reporting requirements during the implementation period, the provider shall participate in regular, weekly meetings with the study team for implementation support and monitoring. The provider shall also provide monthly progress/exception reports. These reports must (1) summarize the major activities and accomplishments of the previous month, comparing progress with the planned schedule and describing any problems encountered, (2) describe activities planned for the next month, (3) identify any significant deviations from the implementation plan, (4) describe plans for addressing any exceptions to the implementation plan, and (5) outline any decisions that may be needed from the study team or ED. Upon award, the study team will provide more information on the required format for the monthly progress/exception reports.

9.1. Project management (February 2017 through October 2017)

Deliverables: Monthly progress reports
Weekly meetings during implementation period

9.2. Project management (November 2017 through June 2018)

Deliverables: Monthly progress reports
Weekly meetings during implementation period

9.3. Project management (July 2018 through October 2018)

Deliverables: Monthly progress reports
Weekly meetings during implementation period

9.4. Project management (November 2018 through June 2019)

Deliverables: Monthly progress reports
Weekly meetings during implementation period

Exhibit 5. Deliverables

Task	Subtask	Deliverable	Description	Due
1. Project kickoff (February 2017)		Materials for summer orientation, training of coaches, and feedback and coaching program	Five copies of all existing program materials for summer orientation, training of coaches, and feedback and coaching program (including coaching manuals, one-page information sheet on how teachers access videos and, as applicable, coaches' feedback; and information about expert videos that align with the targeted teaching practices)	Materials within six working days of the subcontract award date Meeting within eight working days of the subcontract award
2. Site recruitment assistance (February 2017 through May 2017)		Program summary	Includes description of program, teaching practices addressed, time requirements, and benefits	Within five working days of the subcontract award date
		Frequently asked questions document	Document providing answers to questions that districts and teachers may have about the provider's feedback and coaching program	Within five working days of the subcontract award date
		Review of selected recruitment materials	Review materials used to recruit school districts into the study	Ongoing through May 2017
		Participation in recruitment calls, as needed	Provider shall budget for participation in up to 15 one-hour calls	Ongoing through May 2017
3. Finalize feedback and coaching program materials (as needed) (February 2017 through April 2017)		Revised program materials	Includes list of focal teaching practices, the classroom observation instrument and materials to train coaches on the instrument, agendas for summer orientations, materials that guide coaches through process of providing feedback and coaching, and any other materials needed for the feedback and coaching activities	April 3, 2017
4. Hire, train, and assign coaches	4.1. Hire, train, and assign coaches to novice teachers (February 2017 through June 2017)	Revised hiring, training, and staffing plan for coaches of novice teachers	Includes number of current coaches, summary of coaches' qualifications and resumes, plans for hiring and training additional coaches as needed, and assignments of coaches to districts	May 31, 2017
	4.2. Hire, train, and assign coaches to early career teachers (February 2018 through June 2018)	Revised hiring, training, and staffing plan for coaches of early career teachers	Includes number of current coaches, summary of coaches' qualifications and resumes, plans for hiring and training additional coaches, as needed, and assignments of coaches to districts	March 1, 2018

Task	Subtask	Deliverable	Description	Due
5. Coordinate transfer of videos from camera provider	5.1. Coordinate transfer of videos for novice teachers (April 2017 through October 2017)	Test transfer of videos from IRIS Connect to the coaching provider	Complete a test of the process used to transfer videos from IRIS Connect to the coaching provider	April 28, 2017
		Transfer of videos from IRIS Connect to the provider	Complete the transfer of videos from IRIS Connect to the provider during fall of the 2017–2018 school year.	Within one week of recording each video
	5.2. Coordinate transfer of videos for novice teachers (November 2017 through April 2018)	Transfer of videos from IRIS Connect to the provider	Complete the transfer of videos from IRIS Connect to the provider during the remainder of the 2017–2018 school year.	Within one week of recording each video
	5.3. Coordinate transfer of videos for early career teachers (July 2018 through October 2018)	Transfer of videos from IRIS Connect to the provider	Complete the transfer of videos from IRIS Connect to the provider during the fall of the 2018–2019 school year.	Within one week of recording each video
	5.4. Coordinate transfer of videos for early career teachers (November 2018 through April 2019)	Transfer of videos from IRIS Connect to the provider	Complete the transfer of videos from IRIS Connect to the provider during the remainder of the 2018–2019 school year.	Within one week of recording each video
6. Finalize summer orientation and feedback and coaching program plans	6.1. Finalize summer orientation and feedback and coaching program plans for novice teachers (February 2017 through May 2017)	Final plan for summer orientations and feedback and coaching program for novice teachers	The plan for implementing the summer orientations and feedback and coaching for novice teachers in the full and less intensive intervention groups during the 2017–2018 school year, including the specific timing of the feedback cycles once the locations of the study districts are known	May 31, 2017
		Final summer orientation agenda	Agenda for the summer orientation sessions	May 31, 2017
	6.2. Finalize summer orientation and feedback and coaching program plans for early career teachers (February 2018 through May 2018)	Final plan for summer orientations and feedback and coaching program for early career teachers	The plan for implementing the summer orientations and feedback and coaching for early career teachers during the 2018–2019 school year, including the specific timing of the feedback cycles	April 2, 2018
		Final summer orientation agenda	Agenda for the summer orientation sessions	April 2, 2018

Task	Subtask	Deliverable	Description	Due
7. Implement feedback and coaching program for novice teachers	7.1. Summer orientation and fall implementation of full intervention for novice teachers (July 2017 – October 2017)	Conduct summer orientation session in each district	In accordance with program plans and materials	TBD
		Conduct feedback and coaching cycles	In accordance with program plans and materials	TBD
		Provide weekly status update on coaching cycles	Includes the number of coaching cycles that have been completed for each teacher and the status of the current coaching cycle for each teacher	Weekly during implementation
		Completed weekly coaching logs	Includes planned and actual date of coaching session, format of coaching session (i.e., phone, Skype, in person), length of coaching session, teaching practices identified as needing improvement, teaching practices discussed during session, types of feedback provided, and next steps identified	Weekly during implementation
	7.2. Winter/spring implementation of full intervention for novice teachers (November 2017 through April 2018)	Conduct feedback and coaching cycles	In accordance with program plans and materials	TBD
		Provide weekly status update on coaching cycles	Same as 7.1	Weekly during implementation
		Completed weekly coaching logs	Same as 7.1	Weekly during implementation
	7.3. Summer session and fall implementation of less intensive intervention for novice teachers (July 2017 through October 2017)	Conduct summer orientation session in each district	In accordance with program plans and materials	TBD
		Conduct feedback cycles	In accordance with program plans and materials	TBD
		Provide weekly status update on feedback cycles	Same as 7.1	Weekly during implementation
		Completed weekly coaching logs	Same as 7.1	Weekly during implementation
	7.4. Winter/spring implementation of less intensive intervention for novice teachers (November 2017 through June 2018)	Conduct feedback cycles	In accordance with program plans and materials	TBD
		Provide weekly status update on feedback cycles	Same as 7.1	Weekly during implementation
		Completed weekly coaching logs	Same as 7.1	Weekly during implementation

Task	Subtask	Deliverable	Description	Due
	7.5. Review and respond to implementation issues and successes (April 2018 through May 2018)	Meeting attendance and summary of any agreed-upon revisions	Summary of issues discussed and key decisions made during the meeting	Five working days after meeting
8. Implement feedback and coaching program for early career teachers	8.1. Summer session and fall implementation of full intervention (July 2018 through October 2018)	Conduct summer orientation session in each district	In accordance with program plans and materials	TBD
		Conduct feedback and coaching sessions	In accordance with program plans and materials	TBD
		Provide weekly status update on coaching cycles	Same as 7.1	Weekly during implementation
		Completed weekly coaching logs	Same as 7.1	Weekly during implementation
	8.2. Winter/spring implementation of full intervention (November 2018 through April 2019)	Conduct feedback and coaching sessions	In accordance with program plans and materials	TBD
		Provide weekly status update on coaching cycles	Same as 7.1	Weekly during implementation
		Completed weekly coaching logs	Same as 7.1	Weekly during implementation
9. Project management	9.1. Project management (February 2017 through October 2017)	Monthly progress reports	Includes the status of implementation activities, deliverables completed, current or foreseeable challenges, and proposed solutions	Within 10 working days of the first of each month
		Weekly meetings during implementation period	By phone during implementation period	Weekly
	9.2. Project management (November 2017 through June 2018)	Monthly progress reports	Includes the status of implementation activities, deliverables completed, current or foreseeable challenges, and proposed solutions	Within 10 working days of the first of each month
		Weekly meetings during implementation period	By phone during implementation period	Weekly
	9.3. Project management (July 2018 through October 2018)	Monthly progress reports	Includes the status of implementation activities, deliverables completed, current or foreseeable challenges, and proposed solutions	Within 10 working days of the first of each month
		Weekly meetings during implementation period	By phone during implementation period	Weekly

Task	Subtask	Deliverable	Description	Due
	9.4. Project management (November 2018 through June 2019)	Monthly progress reports	Includes the status of implementation activities, deliverables completed, current or foreseeable challenges, and proposed solutions	Within 10 working days of the first of each month
		Weekly meetings during implementation period	By phone during implementation period	Weekly

Exhibit 6. Timeline

	2017											2018												2019					
Tasks and Deliverable	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Task 1. Project Kickoff																													
Materials for summer orientation, training of coaches, and feedback and coaching program	■																												
Task 2. Site recruitment assistance																													
Program summary	■																												
Frequently asked questions document	■																												
Review of select recruitment materials	■	■	■	■																									
Participation in recruitment calls (up to 15)	■	■	■	■																									
Task 3. Finalize feedback and coaching program materials, as needed																													
Revised program materials	■	■	■																										
Task 4. Hire, train, and assign coaches																													
Task 4.1. Hire, train, and assign coaches to novice teachers																													
Revised hiring, training, and staffing plan for coaches of novice teachers	■	■	■	■	■																								
Task 4.2. Hire, train, and assign coaches to early career teachers																													
Revised hiring, training, and staffing plan for coaches of early career teachers													■	■	■	■	■												
Task 5. Coordinate transfer of videos from camera provider																													
Task 5.1. Coordinate transfer of videos for novice teachers																													
Test transfer of videos from Iris Connect to the coaching provider			■	■																									
Transfer of videos from IRIS Connect to the provider							■	■	■																				
Task 5.2. Coordinate transfer of videos for novice teachers																													
Transfer of videos from IRIS Connect to the provider										■	■	■	■	■	■														
Task 5.3. Coordinate transfer of videos for early teachers																													
Transfer of videos from IRIS Connect to the provider																			■	■	■								
Task 5.4. Coordinate transfer of videos for early teachers																													
Transfer of videos from IRIS Connect to the provider																						■	■	■	■	■	■		
Task 6. Finalize summer orientation and feedback and coaching program plans																													
Task 6.1. Finalize summer orientation and feedback and coaching program plans for novice teachers																													
Final plan for summer orientations and feedback and coaching for novice teachers	■	■	■	■																									
Final summer orientation agenda	■	■	■	■																									
Task 6.2. Finalize summer orientation and feedback and coaching program plans for early career teachers																													
Final plan for summer orientations and feedback and coaching for early career teachers													■	■	■	■													
Final summer orientation agenda													■	■	■	■													

	2017											2018												2019					
Tasks and Deliverable	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Task 7. Implement feedback and coaching program for novice teachers																													
Task 7.1. Summer orientation and fall implementation of full intervention for novice teachers																													
Conduct summer orientation session in each district																													
Conduct feedback and coaching cycles																													
Provide weekly status update on coaching cycles																													
Completed weekly coaching logs																													
Task 7.2. Winter/spring implementation of full intervention for novice teachers																													
Conduct feedback and coaching cycles																													
Provide weekly status update on coaching cycles																													
Completed weekly coaching logs																													
Task 7.3. Summer orientation and fall implementation of less intensive intervention for novice teachers																													
Conduct summer orientation session in each district																													
Conduct feedback cycles																													
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Completed weekly coaching logs																													
Task 8.2. Winter/spring implementation of full intervention																													
Conduct feedback and coaching cycles																													
Provide weekly status update on coaching cycles																													
Completed weekly coaching logs																													
Task 9. Project Management																													
Task 9.1. Project management																													
Monthly progress reports																													
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Weekly meetings during implementation period																													
Task 9.4. Project management																													
Monthly progress reports																													
Weekly meetings during implementation period																													

C. Proposal requirements

C.1. General instructions

Providers are encouraged to submit their best offer, as they may not have an opportunity to revise their proposal, and awards may be made without discussion. Each offer must consist of two **separately packaged, bound** proposals: a technical proposal and a business proposal. All information necessary to judge the technical soundness, staffing, and management capabilities of the vendor must be contained in the technical proposal. The technical proposal must not refer to pricing data. The technical proposal (text plus all figures, charts, tables, and diagrams) is limited to 40 single-sided pages, not including the title page and table of contents.

The technical proposal must include enough detail so that an expert review panel can effectively assess the technical quality of the provider's feedback and coaching program. Simply restating the requirements of this RFP will not be sufficient. The provider's proposal must clearly describe:

- The specific teaching practices that are recommended as the focus of the feedback to novice and early career teachers, and justification for why the selected practices will improve student learning
- The observation instrument that will be used to measure teacher performance on the targeted practices, and how the instrument will be used consistently and systematically across coaches to identify the practices teachers need to improve and to determine what feedback coaches will provide to teachers
- How feedback will be provided to teachers in both the less intensive and full intervention groups, including the proposed format and mode of feedback for both groups and how the provider will use videos of expert teachers
- How the provider would introduce the targeted teaching practices and feedback and coaching program to teachers during a one-day orientation in each of the 10 districts
- A research-based rationale for the program's design and/or empirical evidence supporting the promise of the feedback and coaching program for positively impacting teachers and/or students.

The technical proposal also must demonstrate that the provider has the knowledge, capacity, and experience necessary to provide high-quality feedback to teachers and to ensure implementation fidelity on the scale the study requires. Specifically, the provider must describe:

- How coaches are selected, trained, and monitored to ensure that high-quality feedback and coaching are provided
- How coaching sessions are designed and monitored to ensure consistency across coaches
- How teachers and coaches will view videos of teachers' instruction, receive feedback from coaches, and communicate with coaches to schedule feedback sessions
- How the provider works with district staff and principals to ensure the feedback fits with teachers' existing feedback, coaching, and/or induction activities.

C.1.1. Amendment of the RFP

Mathematica may amend this RFP as necessary. All amendments will be posted on the RFP webpage at https://www.wested.org/rfp-study-individualized-feedback-early-career-teachers/ and at www.mathematica-mpr.com/our-publications-and-findings/projects/feedback-for-early-career-teachers. It is the responsibility of offerors to check the RFP webpage for any amendments and new postings.

C.1.2 Cancellation of the RFP

Mathematica reserves the right to cancel this RFP at any time without making an award and without providing a reason.

C.1.3. Questions

A copy of the solicitation will be available online at https://www.wested.org/rfp-study-individualized-feedback-early-career-teachers/ and at www.mathematica-mpr.com/our-publications-and-findings/projects/feedback-for-early-career-teachers. Questions regarding this RFP shall be sent to Betsy McCarthy at WestEd by email (bmccart@wested.org) no later than November 16, 2016. Responses to technical questions shall be provided online at the RFP webpages shown in C.1.1 above no later than November 30, 2016. It is the responsibility of offerors to check this site regularly to see if questions and answers have been appended to the solicitation. If you would like to receive an email notifying you when responses to questions have been posted, please let Betsy McCarthy know at the email address above. Submitting questions represents an opportunity for vendors to clarify information; however, there is no requirement to submit questions.

C.1.4. Intent to bid

For study team planning purposes, offerors shall submit notification of intent to bid to Betsy McCarthy by email (bmccart@wested.org) no later than 5:00 p.m. Eastern Standard Time on Friday, December 2, 2016. Failure to submit an intent to bid will **not** disqualify offerors from consideration; however, submission of an intent to bid is strongly encouraged.

C.1.5. Proposal submission

An original and two copies of the written technical proposal, and an original and two copies of the business proposal must be postmarked by December 16, 2016. **In addition**, electronic versions of the technical and business proposals, must be submitted no later than 5:00 p.m. Eastern Standard Time (2:00 p.m. Pacific Standard Time) on Thursday, December 16, 2016. Offers received after the deadline for proposal submission will not be considered.

The hard copies of the proposal (technical and business) must be mailed to the following address and must be postmarked no later than December 16th:

Betsy McCarthy
WestEd
400 Seaport Court, Suite 222
Redwood City, CA 94063
(Phone: 650-381-6441)

The electronic copy of the proposal (technical and business) must be emailed to Betsy McCarthy at:

bmccart@wested.org.

The anticipated award date is approximately February 10, 2017.

C.1.6. Minimum qualifications

Only complete proposals with electronic versions received by **5:00 p.m.** Eastern Standard Time **on December 16, 2016,** and hard-copies postmarked **by December 16th, 2016**, will be reviewed. Proposals that do not include all of the requested technical and financial information may not be considered.

C.1.7. Technical proposal review criteria

Technical proposals that meet minimum requirements will be evaluated against the criteria specified in Exhibit 7. Each proposal will be evaluated on each established criterion as indicated, and will be scored up to a maximum total of 100 points.

Exhibit 7. Selection criteria

Criteria	Description	Maximum Possible Points
Quality of proposed program	Quality of the proposed program content and materials, including their conceptual framework; quality of the targeted teaching practices; the plan for ensuring coaches use a consistent approach to identify areas for improvement and provide feedback; the plan for providing feedback to teachers in the full intervention and less intensive intervention groups; and the use of the video viewer in a way that is consistent with the goals of the study.	40
Corporate capability	Experience working in school districts to provide similar feedback and coaching to teachers based on videos of their instruction and corporate capacity to provide the proposed activities at the scale required by the study. Also, the capacity to allow the transfer of videos from the study's camera provider to the coaching provider.	20
Management approach and staffing plan	Proposals will be evaluated on the basis of the inclusion of a credible plan for management and oversight of tasks, as well as inclusion of a well-developed staffing plan that demonstrates that proposed commitments of staff are adequate for the proposed work. Includes anticipating collaboration with study partners.	15
Staff qualifications	Proposals will be evaluated on the extent to which staff qualifications match staff responsibilities and staff members have adequate breadth and depth of experience. This includes quality of plans for recruiting, hiring, selecting, training, and monitoring coaches needed for this project.	15
Evidence of promise and effectiveness	Proposals will be judged on the basis of the program design and evidence of program impact or influence on relevant outcomes.	10

C.1.8. Proposal review process

Mathematica and WestEd will evaluate proposals submitted in response to this RFP and plan to award a firm fixed price subcontract (with cost reimbursement for travel) to the qualified Offeror whose proposal represents the best value to Mathematica.

Proposals will undergo a three-stage review process. In the first stage, Mathematica and WestEd will review proposals to ensure that they are complete and meet the stated minimum qualifications of the RFP with respect to budget and technical material. We will also make a responsibility determination for each Offeror based on the form in Appendix E that offerors shall sign and submit. Offerors who are not deemed responsible (based on the Offeror's responses in the responsibility determination form and Conflict of Interest Certification in Attachment C) or whose proposals fail to meet the minimum qualification may be eliminated from further consideration.

In the second stage, based on the criteria shown in Exhibit 7, an expert panel will evaluate and score technical proposals and recommend approximately four bidders for final consideration.

The third stage will consist of written responses to questions and oral presentations by the finalists, after which the expert review panel will make a final recommendation. The in-person presentations will be held in Washington, DC and the study team will cover travel costs for up to two staff from each finalist. The final selection of the provider will be made by Mathematica and WestEd in consultation with ED and the expert review panel.

Prices will be evaluated for congruence with the quality of the proposed work, as long as the total budget is within the $4.38 million allocated for this scope of work. Strong proposals must have a realistic budget for each of the tasks, with a detailed budget justification.

The technical factors, when combined, are more important than price. In analyzing proposals for this procurement, the offeror with the best combination of technical merit and price will be selected.

C.1.7. Budget and contract structure

This study is funded by the U.S. Department of Education under Contract Number ED-IES-16-C-0021 (the Prime Contract). The successful offeror will be issued a subcontract by Mathematica that will incorporate the applicable provisions of the Prime Contract and Federal Acquisition Regulations (FAR) (Attachment B to this RFP). The subcontract will be structured as a firm fixed price subcontract, with payments tied to deliverables and cost reimbursement for travel. The maximum funding available for the proposed work is $4.38 million.

C.2. Technical proposal requirements

C.2.1. General instructions

The technical proposal (text plus all figures, charts, tables, and diagrams) is limited to 40 single-sided pages, not including the title page and table of contents. Technical proposals must be bound separately from business proposals. Specified appendices will not count as part of the 40 pages. All text must be double-spaced, 12-point Times New Roman font with standard character spacing; exhibits may use 10-point Times New Roman (or larger) font, but should remain clear and easy to read. Pages should be 8.5 by 11 inches, with a one-inch margin along all four sides. Page numbers must be included. Any materials submitted outside of the 40-page limit, other than the exceptions noted, will not be reviewed.

C.2.2. Content and organization of technical proposal

The technical proposal shall include the following content and be organized into the following sections:

- **Title page.** The title page must include, at a minimum, the name of the offeror; the name, title, and contact information of the proposal author(s); and contact information for a person with authority to negotiate for the offeror.
- **Table of contents.** The table of contents shall provide an easy means to locate each section of the proposal.
- **Introduction.** The introduction shall briefly present the offeror’s approach and understanding of the goals, processes, and products of the project.
- **Description of the approach to provide individualized feedback and coaching.** This section shall describe in detail the key components of the bidder’s approach to providing feedback and coaching to teachers, clearly indicating the targeted teaching practices; the classroom observation instrument proposed to guide feedback to teachers; the approach to providing feedback and coaching; the duration and intensity of the feedback and coaching sessions; the description of any written feedback that would accompany those sessions; and

the videos of expert teachers (all features described in Section B of this RFP). This section shall also describe the approach to providing the less intensive version of the feedback.

The offeror must provide a convincing rationale for how the proposed feedback and coaching is intended to affect the outcomes to be measured in the study. The rationale must be research based to the extent possible and reference relevant research and evaluation studies in support of the program's promise/effectiveness. Also, this section shall include a logic model or theory of action (with an illustration) for the proposed program. The logic model shall be a well-specified conceptual framework that stipulates the following:

- The key components (activities and inputs delivered by the offeror and considered by the offeror to be essential in implementing the program) of the proposed program, and how the key components connect to form a coherent program
- The expected pathways for effects on teachers and students
- The specific mechanisms for affecting change (how aspects of the proposed feedback and coaching, such as targeted teaching practices, use of the observation instrument, and intensity, will improve relevant outcomes)

This section must specify whether and how all elements of the program (initial participant one-day orientation, feedback, and coaching based on the proposed observation instrument, and so on) have been implemented together previously. Any materials or products associated with the content and implementation of the program shall be described in this section, and any examples of these products/materials shall be included in Appendix A.

This section shall describe each role required of coaches in implementing the program, including any interactions needed with the principals of the study teachers, and extant providers of feedback, coaching, or teacher induction.

- **Description of evidence of effectiveness.** This section shall include a brief summary of any previous research on the proposed program, or descriptions or citations for available empirical evidence to support the theoretical linkage between at least one critical component of the program and at least one relevant outcome presented in the logic model. If direct research on the proposed program is available, offerors also shall include in Appendix B copies of up to three of the most relevant publications and reports they wish to be used to evaluate the evidence of effectiveness.
- **Statement of work.** This section shall provide a detailed discussion of how each task outlined in Section B.1 of this RFP shall be completed. It shall expand on each of the tasks, including a discussion of procedural issues related to completing each task. The description of activities must be supported by as many examples of materials as necessary (including teacher training agendas, schedules for providing feedback and coaching, teacher training materials, the proposed observation instrument, screen shots of the offeror's video viewer, and any coach training manuals) to demonstrate the quality of the activities and materials. As noted, all sample materials shall be included in Appendix A. The "Statement of Work" section shall also describe how the feedback and coaching process shall be implemented consistently and with fidelity across school districts. The plans for supporting

implementation fidelity must describe the information that the offeror shall use to monitor training, feedback, and coaching components, determine if the training and coaching goals have been met, and, if not, what activities shall be used to remedy the relevant problems.

Specifically, the description of Task 3 shall include details on any processes to monitor, support, and evaluate the quality of the feedback and coaching. The offeror shall discuss how participant attendance and engagement in the feedback and coaching process will be maximized, and how nonattendance is typically handled. The description of Tasks 7 and 8 shall include the plans for providing feedback and coaching. Timelines should be provided showing the estimated timing of all feedback and coaching sessions over the school year.

- **Management approach and staffing plan**
  - **Management approach.** In this section, offerors must describe how they will successfully execute the tasks described in the Statement of Work. This section shall detail the offeror's overall management plan, as well as lines of authority, coordination, and communication within the offeror organization, and between the offeror organization and the study team. Also, this section shall include a project management chart showing the timelines for all major tasks and subtasks, with start and completion dates for each task, as well as intermediate dates for any precursor steps and draft deliverables (such as training for any newly hired coaches).
  - **Staffing plan.** In this section, offerors must demonstrate that they have (or can obtain) sufficient qualified staff to manage and deliver the trainings and supports proposed. All existing key personnel, including staff and consultants, must be identified by name, title, and position in the project's management structure in an organizational chart. Key personnel include all existing trainers and coaches, as well as management staff. Staff responsible for each task must be identified in the chart. Offerors must also include a chart of proposed staff time commitment to this project and other existing projects. The staffing plan shall also describe any trainers, coaches, and/or management staff that are not currently employed by the offeror but are needed for study implementation, including the number of people to be hired and their expected roles. The offeror shall describe how they plan to hire and prepare any new trainers, coaches, or staff in a timely manner to meet study needs. If staff must be newly hired to support the program, the offeror shall include costs associated with hiring and training of these new staff for the study within the proposed budget under Task 4. This staffing plan, along with information from the staff qualifications section, shall form the basis of the final staffing plan described in Task 4.

- **Corporate capabilities and experience.** The statement of Corporate Capabilities and Experience must demonstrate the offeror's experience with similar projects. In Appendix C, the offeror shall include a list of current or recent states or districts in which they have provided feedback and coaching to teachers based on classroom observations carried out via video, within the last three years. This list must describe completed work, the duration and scope of the work, including the number of teachers who received coaching and feedback from the offeror, and the dates the work was completed. In addition, the offeror shall include contact information (name, title, email, phone number) for three of the recent clients listed in Appendix C that the study team may contact to discuss the feedback and coaching that was provided.

- **Staff qualifications.** This section shall contain brief descriptions of the qualifications of all key personnel, including key trainers and staff providing feedback and coaching to teachers, for the tasks for which they are proposed. The staff must have demonstrated ability to meet deadlines; conduct high-quality coach and teacher training; provide high-quality, actionable feedback and coaching to teachers; and keep the study team informed of, and involved in, major decisions or events likely to affect the training provided. The resumes of existing key personnel, including trainers and staff providing feedback and coaching to teachers, shall be included in Appendix D. **All resumes of proposed staff are limited to three pages each.** Resumes shall include staff members' prior experience relevant to their proposed roles for this project. They shall include a description of the work conducted, the recipient of the support (for example, number of schools and teachers), and the specific role played by the staff member. This section shall also describe minimum qualifications for any trainers, coaches, and/or management staff not currently employed by the offeror, but needed for study implementation.
- **Appendices:**
  - **Appendix A.** Examples of products/materials associated with implementation of the proposed program, such as curricula for training coaches, the observation instrument used to measure teacher's performance and identify practices needing improvement, a description of the feedback cycle, and forms used to provide written feedback to teachers
  - **Appendix B.** Up to three of the most relevant research publications and reports that providers wish to be used to evaluate the evidence of effectiveness of the proposed program (or key components of the proposed program)
  - **Appendix C.** List of districts in which the proposed feedback and coaching program has been provided within the last three years and contact information for three recent clients
  - **Appendix D.** Resumes of key staff, trainers, and coaches providing direct support to teachers; job posting or minimum qualifications documents as needed
  - **Appendix E.** A signed copy of the Certification Regarding Responsibility Matters form and Conflict of Interest form that are included with this RFP.

C.3. Business proposal requirements

C.3.1. General instructions

The offeror's business proposal shall be consistent with the technical proposal with respect to the number of districts and schools estimated to participate in the study. The offeror shall budget to serve 200 teachers in 10 districts (across an estimated 100-175 schools) during the 2017–2018 school year and 100 teachers in the same districts during the 2018–2019 school year.

The North American Industry Classification System (NAICS) code for this RFP is 611710-Educational Support Services. Firms certified to be an Other-Than-Small business concern may be required to submit a Small Business Subcontracting Plan for Mathematica's review and approval prior to subcontract award.

C.3.2. Content and organization of business proposal

The offeror's business proposal **must** include the following information:

- Organization’s legal name, address; business point(s) of contact; TIN number, and DUNS number. Certification of cost pricing information as consistent with FAR.
- Certification Regarding Responsibility Matters form signed by authorized firm’s representative (Attachment C to this RFP).
- Proposals shall state that they remain valid for at least 120 days.
- An itemized budget, by task, subtask, and by budget period (base, option I, and so on) for costs the offeror anticipates to incur in performance of the Statement of Work. The proposed budget shall use the format provided in Attachment A to this RFP. The total costs shall include all the tasks and deliverables described in this solicitation, such as the salaries and expenses of trainers and coaches (including costs to train any staff not currently employed); the development and printing costs of all materials and products used as part of implementation; any costs for coaches to be trained on the proposed classroom observation instrument; the costs to ship materials to school districts; and the costs for travel of trainers and coaches to summer training locations, including air, ground transportation, hotel, and meals. Offerors shall provide an estimate for hours for each person by task. Offerors shall use the federal government per diem rates on the GSA website to estimate travel costs:
  - http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts
- **Payment schedule.** Provide a payment schedule based on the deliverables listed in Section B.1 (see payment schedule template in Attachment A).
- **Budget narrative**. Provide a detailed budget narrative of all costs proposed. The narrative must be in sufficient detail to explain how all costs were derived.

Offerors shall submit their cost estimates using the templates provided, according to the following major cost line items:

- **Direct labor.** Provide project personnel salaries and wages only (include expenses for consultants under Other Direct Costs). For all personnel, provide the title, salary, and amount of time in hours that each person shall devote to the project. The rates to be supplied in the price proposal must not be loaded rates or average rates.
- **Other direct costs.** Indicate all significant direct costs not covered by direct labor or fringe benefits. Examples are printing and reproduction, materials and supplies, facilities and equipment, consultants, outside services, postage and delivery, communications, and travel. If consultants are proposed, include all consultant fees on separate lines. Provide the name, rate, and level of effort (LOE in hours) for each proposed consultant, if known. If unknown, indicate TBD (To Be Determined) in the budget and provide the estimated rate and LOE.
- **Fringe benefits.** Please provide estimated fringe benefit costs according to your most recent audited financial statements or Negotiated Indirect Cost Rate Agreement (NICRA). Include a copy of your most current NICRA. If you do not have a negotiated rate agreement, the offeror shall justify the rates proposed.
- **Indirect costs.** Apply all applicable indirect costs according to your recovery practice. Please indicate whether you have an Indirect Cost Rate Agreement or NICRA approved by

the federal government. If you do not have a negotiated rate agreement, the offeror shall justify the rates proposed.

- **Profit/Fee.** Offerors wishing to include profit/fee shall reflect it in a discrete budget line, which shall indicate the proposed percentage and calculated amounts for each task and aggregated total.

We reserve the right to request additional pricing information on all costs proposed and other documentation (such as a certificate of insurance, recent contract reference information, documentation of existing commitments, evidence of adequate business integrity, and personnel policies and procedures) before issuing any award. Applicable flowdowns from the prime contract with ED and Mathematica’s terms and conditions are included as Attachment B to this RFP.

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ATTACHMENT A.

BUDGET TEMPLATES

See the separate Excel file.

ATTACHMENT B.

CONTRACT FLOWDOWNS

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H. 1 3452.202-1 DEFINITIONS--DEPARTMENT OF EDUCATION (MAY 2011)

(a) The definitions at FAR 2.101 are appended with those contained in Education Department Acquisition Regulations (EDAR) 3402.101.
(b) The EDAR is available via the Internet at www.ed.gov/policy/fund/reg/clibrary/edar.html.

(End of Clause)

H. 2 3452.208-71 PRINTING (MAY 2011)

(Reference 3452.208-71)

H. 3 3452.208-72 PAPERWORK REDUCTION ACT (MAY 2011)

(Reference 3452.208-72)

H. 4 3452.209-71 CONFLICT OF INTEREST (MAY 2011)

(Reference 3452.209-71)

H. 5 3452.215-70 RELEASE OF RESTRICTED DATA (MAY 2011)

(Reference 3452.215-70)

Not applicable to subcontract

H. 7 3452.224-71 NOTICE ABOUT RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (MAY 2011)

(Reference 3452.224-71)

Not applicable to subcontract

Not applicable to subcontract

H. 15 3452.239-72 DEPARTMENT SECURITY REQUIREMENTS (MAY 2011)

(a) The contractor and its subcontractors shall comply with Department security policy requirements as set forth in the "Bidder`s Security Package: Security Requirements for Contractors Doing Business with the Department of Education" at www.ed.gov/fund/contract/about/bsp.html.

(b) The following are the contractor employee positions required under this contract and their designated risk levels:

High Risk (HR): TBD

Moderate Risk (MR): TBD

Low Risk (LR): TBD

(c) All contractor employees must undergo personnel security screening if they will be employed for 30 days or more, in accordance with Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings." The type of screening and the timing of the screening will depend upon the nature of the contractor position, the type of data to be accessed, and the type of information technology (IT) system access required. Personnel security screenings will be commensurate with the risk and magnitude of harm the individual could cause.

(d) The contractor shall--

(1) Ensure that all non-U.S. citizen contractor employees are lawful permanent residents of the United States or have appropriate work authorization documents as required by the Department of Homeland Security, Bureau of Immigration and Appeals, to work in the United States.

(2) Ensure that no employees are assigned to high risk designated positions prior to a completed preliminary screening.

(3) Submit all required personnel security forms to the contracting officer`s representative (COR) within 24 hours of an assignment to a Department contract and ensure that the forms are complete.

(4) Ensure that no contractor employee is placed in a higher risk position than that for which he or she was previously approved, without the approval of the contracting officer or the COR, the Department personnel security officer, and the Department computer security officer.

(5) Ensure that all contractor employees occupying high-risk designated positions submit forms for reinvestigation every five years for the duration of the contract or if there is a break in service to a Department contract of 365 days or more.

(6) Report to the COR all instances of individuals seeking to obtain unauthorized access to any departmental IT system, or sensitive but unclassified and/or Privacy Act protected information.

(7) Report to the COR any information that raises an issue as to whether a contractor employee`s eligibility for continued employment or access to Department IT systems, or sensitive but unclassified and/or Privacy Act protected information, promotes the efficiency of the service or violates the public trust.

(8) Withdraw from consideration under the contract any employee receiving an unfavorable adjudication determination.

(9) Officially notify each contractor employee if he or she will no longer work on a Department contract.

(10) Abide by the requirements in Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings."

(e) Further information including definitions of terms used in this clause and a list of required investigative forms for each risk designation are contained in Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings" available at the Web site listed in the first paragraph of this clause.

(f) Failure to comply with the contractor personnel security requirements may result in a termination of the contract for default.

(End of Clause)

Not applicable to subcontract

Not applicable to subcontract

H. 21 31.205.70 FOOD COSTS

No food may be provided under this contract or in association with this contract unless consent is provided below. The cost of food under this contract is unallowable unless the contractor receives written consent from the Contracting Officer prior to the incurrence of the cost. If the contractor wishes to be reimbursed for a food cost, it must make a request in writing at least 21 days prior to the day that costs would be incurred. The contractor shall include in its request the following: the purpose of the event at which the food will be served, why the food is integral to fulfill a government requirement in the contract, and the proposed costs. The lack of a timely response from the Contracting Officer shall not constitute constructive acceptance of the allowability of the proposed charge. Consent is hereby given to the contractor to N/A .

H. 22 31.205.71 TRAVEL COSTS

No invitational travel (defined as: Official government travel conducted by a non-federal employee in order to provide a "direct service" [i.e. presenting on a topic, serving as a facilitator, serving on a Federal Advisory Committee Act, or advising in an area of expertise] to the government) may be provided under this contract or in association with this contract unless consent is provided below. The cost of invitational travel under this contract is unallowable unless the contractor receives written consent from the Contracting Officer prior to the incurrence of the cost. If the contractor wishes to be reimbursed for a cost related to invitational travel, it must make a request in writing at least 21 days prior to the day that costs would be incurred. The contractor shall include in its request the following: why the invitational travel cost is integral to fulfill a government requirement in the contract, and the proposed cost that must be in accordance with federal travel regulations . The lack of a timely response from the Contracting Officer shall not constitute constructive acceptance of the allowability of the proposed charge. Consent is hereby given to the contractor to to incur travel costs that are in accordance with both the Performance Work Statement and the contractor's approved proposal .

Not applicable to subcontract

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SECTION I
CONTRACT CLAUSES

I. 1 52.202-1 DEFINITIONS (NOV 2013)

(Reference 52.202-1)

I. 2 52.203-3 GRATUITIES (APR 1984)

(Reference 52.203-3)

Not applicable to subcontract

I. 5 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(Reference 52.203-7)

Not applicable to subcontract

I. 7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

(Reference 52.203-10)

I. 8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

(Reference 52.203-12)

I. 9 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

(Reference 52.203-13)

I. 10 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(Reference 52.203-17)

I. 11 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)

(Reference 52.204-10)

Not applicable to subcontract

I. 13 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)

(Reference 52.204-14)

I. 14 52.209-6 PROTECTING THE GOVERNMENT`S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

(Reference 52.209-6)

Not applicable to subcontract

I. 17 52.215-2 AUDIT AND RECORDS--NEGOTIATION (OCT 2010)

(Reference 52.215-2)

Not applicable to subcontract

I. 19 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

(Reference 52.215-10)

I. 20 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS (AUG 2011)

(Reference 52.215-11)

I. 21 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)

(Reference 52.215-12)

I. 22 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010)

(Reference 52.215-13)

I. 23 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

(Reference 52.215-23)

I. 24 52.216-7 ALLOWABLE COST AND PAYMENT (JULY 2013)

(Reference 52.216-7)

Not applicable to subcontract

Not applicable to subcontract

(End of Clause)

I. 27 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)

(Reference 52.219-8)

I. 28 52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015)--ALTERNATE II (OCT 2001)

(Reference 52.219-9 II)

I. 29 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

(Reference 52.219-16)

I. 30 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (OCT 2014)

(Reference 52.219-28)

Not applicable to subcontract

(The following clause shall apply as prescribed in FAR 22.202.)

I. 32 52.222-3 CONVICT LABOR (JUN 2003)

(Reference 52.222-3)

I. 33 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

(Reference 52.222-21)

I. 34 52.222-26 EQUAL OPPORTUNITY (APR 2015)

(Reference 52.222-26)

(The following clause shall apply as prescribed in FAR 22.1308.)

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I. 35 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. [OCT 2015]

(Reference 52.222-35)

(The following clause shall apply as prescribed in FAR 22.1408.)

I. 36 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(Reference 52.222-36)

I. 37 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

(Reference 52.222-37)

I. 38 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(Reference 52.222-40)

I. 39 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

(Reference 52.222-50)

I. 40 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

(Reference 52.222-54)

I. 41 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Reference 52.223-6)

I. 42 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

(Reference 52.223-18)

I. 43 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

(Reference 52.224-1)

I. 44 52.224-2 PRIVACY ACT (APR 1984)

(Reference 52.224-2)

I. 45 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(Reference 52.225-13)

I. 46 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS (OCT 2015)

(Reference 52.225-25)

I. 47 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)

(Reference 52.227-17)

I. 48 52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)

(Reference 52.228-7)

I. 49 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015)

(Reference 52.230-2)

I. 50 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015)

(Reference 52.230-3)

I. 51 52.232-1 PAYMENTS (APR 1984)

(Reference 52.232-1)

(The following clause shall apply as prescribed in FAR 32.111(c)(2).)

Not applicable to subcontract

I. 54 52.232-20 LIMITATION OF COST (APR 1984)

(Reference 52.232-20)

I. 55 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Reference 52.232-23)

Not applicable to subcontract

Not applicable to subcontract

I. 64 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

(Reference 52.242-1)

I. 65 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)

(Reference 52.242-3)

I. 66 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

(Reference 52.242-4)

I. 67 52.242-13 BANKRUPTCY (JUL 1995)

(Reference 52.242-13)

I. 68 52.243-2 I CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984)

(Reference 52.243-2 I)

Not applicable to subcontract

I. 73 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

(Reference 52.249-6)

I. 74 52.249-14 EXCUSABLE DELAYS (APR 1984)

(Reference 52.249-14)

I. 75 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/sites/default/files/current/far/pdf/FAR.pdf;http://farsite.hill.af.mil/vfedarl.htm

(End of Clause)

I. 76 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(Reference 52.253-1)

MATHEMATICA SUBCONTRACT TERMS AND CONDITIONS GENERAL PROVISIONS

By acceptance of this Subcontract and/or performance hereunder, Subcontractor agrees to comply fully with the terms and conditions as set forth herein. Acceptance of this Subcontract is expressly limited to the terms and conditions incorporated herein by full text or by reference.

1. **Copyright:** Subcontractor hereby acknowledges that Mathematica is Author At Law of Work for Hire of any and all work products first developed or delivered under this Subcontract agreement. Subcontractor shall not publish or disseminate any material or information first developed or delivered under this Subcontract without the express written authorization of Mathematica, which shall not unreasonably withhold such authorization. Subcontractor agrees that the deliverables, materials or reports delivered under this Subcontract to the best of Subcontractor's knowledge do not infringe any valid patent or copyright. This Subcontract is a subject to:

   ☐ FAR 52.227-14 Rights in Data – General

   ☒ FAR 52.227-17 Rights in Data – Special Works (no exceptions in FAR 27.405(a)(1) apply)

2. **Modification/Amendment:** No changes in rates, prices, terms, quantity, quality, delivery, or shipping instructions shall be made by the Subcontractor without prior written amendment of this Subcontract by Mathematica's authorized representative. Mathematica shall have the right to incorporate into this Subcontract any additional requirements and contract terms imposed by the Government in the Prime Contract, if such requirements and contract terms are imposed on Mathematica by operation of law.
3. **Conflict of Interest:** Subcontractor warrants that, to the best of the Subcontractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest in its performance of this Subcontractor that the Subcontractor has disclosed all such relevant information.
4. **Warranties:** The Services will be performed in a professional and workmanlike manner, consistent with industry standards.
5. **Delivery:** Time is of the essence in performance of this Subcontract. Consequently, and notwithstanding any other provisions of this Subcontract to the contrary, failure on the part of Subcontractor to submit required reports when due, or failure to make demonstrable progress in prosecution of the required work, or failure to perform or deliver required work, supplies, or services may, at the discretion of Mathematica, result in withholding of payments under this Subcontract, unless such failure arises out of causes beyond the control and without the fault or negligence of Subcontractor, and which is determined by the Mathematica Project Director to be an Excusable Delay as defined in FAR 52.249-14. Furthermore, any such failure not excused and not cured within a period specified by the Mathematica Project Director, which specified period must be at minimum ten (10) working days, may result in termination of this Subcontract for default.
6. **Taxes:** Mathematica will not pay Subcontractor any State or Local Sales, Use or similar tax or Federal Excise Tax, unless determined as allowable in accordance with FAR. Subcontractor further agrees that the prices stated herein do not, and the amounts invoiced hereunder will not, include any tax with respect to which exemption is available or indicated by Mathematica herein or otherwise, or any Federal Excise Tax with respect to which Mathematica has furnished an applicable exemption certificate. If, after the date of this order, and prior to date of shipment, any taxes charged to Mathematica herein (whether separately stated and itemized or included in the prices stated herein) are increased, or Subcontractor is relieved in whole or part of the burden of sales taxes, the prices (or taxes, if separately stated) shall be correspondingly increased or reduced.
7. **Compliance with Laws and Regulations:** Subcontractor agrees that its performance under this Subcontract is subject to applicable laws, regulations and directives of the United States Government and applicable international laws.
8. **Waiver of Rights:** Any waiver of strict compliance with the provisions of this Subcontract shall not be deemed a waiver of Mathematica's rights to insist upon strict compliance thereafter.
9. **Insurance:**

   9.1. During the entire term of this Subcontract, Subcontractor shall maintain the following minimum insurance coverage and limits of liability:

   a. Workers Compensation Insurance with statutory limits including a stop gap endorsement and all states endorsement, and Employers' Liability Insurance in an amount not less than what is required by law or regulation.
   b. Commercial General Liability Insurance written on an occurrence basis. The limit shall not be less than $1,000,000 of general coverage and $5,000,000 umbrella coverage for each occurrence for bodily injury, and property damage liability. If primary general liability coverage is subject to a general aggregate limit, this aggregate limit shall be twice the occurrence limit. Subcontractor shall name Mathematica Policy Research as an additional insured in its Commercial General Liability Insurance. A separate Personal Injury/Professional Liability policy shall have limits of $1,000,000 for each wrongful act.
   c. Comprehensive Automobile Liability Insurance for owned, hired, or non-owned vehicles in an amount not less than $1,000,000 per occurrence.

d. Professional Liability, Errors and Omissions Insurance in an amount not less than $1,000,000 for each occurrence.

e. Subcontractor shall, within thirty (30) days from the effective date of this Subcontract, provide Certificates of Insurance from its insurance carrier or agent as proof of the above required coverage and limits of liability, including expiration dates of coverage. Coverage shall not be materially reduced or discontinued during the term hereof.

9.2. The Subcontractor shall include provisions identical to this Paragraph 9. Insurance in all lower-tier subcontracts for which Mathematica provides consent.

10. **Confidentiality:**

10.1. Confidential Data and Information is non-public information or data about an individual or non-public information of an identifiable institution or organization. Confidential Information shall include, but not be limited to, an individual's educational records, employment history and related records, financial transactions, medical history, and criminal history. The information may or may not contain personally identifying information (information by which an individual may be identified, e.g. name, Social Security Number, or other identifying number, address, finger or voice print, passport number, or a photograph).

10.2. Subcontractor shall use any confidential data or information provided or developed under this Subcontract solely for the purpose for which the data or information were provided or developed. Subcontractor shall adhere to all federal or state statutes, rules and regulations, and the requirements reflected in any Data Use Agreements or Data Sharing Agreements incorporated herein, and shall establish administrative, physical and technical safeguards to prevent the unauthorized disclosure and/or use of all confidential data or information provided or developed under this Subcontract. Subcontractor agrees not to disclose or release in any manner information that may reveal the identity of an individual or organization, except as may be required by law or as authorized in writing by Mathematica.

10.3. The obligations of confidentiality specified in this Subcontract shall not apply to any information that: (a) is already in the possession of Subcontractor without obligation of confidentiality; (b) is or becomes publicly available without breach of this Subcontract by Subcontractor; and (c) is rightfully received, free of restrictions, by Subcontractor from a third party.

10.4. This Paragraph 10 shall survive termination or completion of this Subcontract.

10.5. Compelled Disclosure. In the event that the Receiving Party becomes compelled by law to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Subcontract. The Receiving Party shall cooperate with the Disclosing Party to obtain a protective order or other appropriate remedy. Limited Disclosure. In the event that a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Subcontract, the Receiving Party shall: (i) disclose only the portion of Confidential Information that is legally required to disclose; and (ii) exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded to Confidential Information.

10.6. The Subcontractor shall include provisions identical to this Paragraph 10. Confidentiality in all lower-tier subcontracts for which Mathematica provides consent.

11. **Termination:**

11.1. Mathematica may terminate this Subcontract at any time for cause or convenience by providing written notice to Subcontractor. If Mathematica terminates this Subcontract, then Subcontractor shall stop work on the date the termination notice is received. Mathematica shall pay, if not previously paid, Subcontractor for work performed or products delivered and accepted hereunder through the date of termination and all reasonable outstanding liabilities and obligations of Subcontractor arising out of this Subcontract prior to the termination date. Payments shall be limited to the ceiling amount of compensation specified in ARTICLE 4 COMPENSATION AND PAYMENT.

11.2. In the event the Government modifies the Prime Contract to remove Tasks specified in this Subcontract, the Mathematica reserves the right to modify this Subcontract. Subcontractor shall diligently proceed with performance of any Subcontract work not modified.

12. **Disputes:**

12.1. Any item of disagreement arising under or relating to this Subcontract not disposed of by mutual consent of the parties shall be determined to be a Dispute provided that: a written statement or assertion be delivered pursuant to ARTICLE 5 - NOTICE, describing in reasonable detail the items of Dispute. Any dispute arising under this Subcontract shall be settled by agreement of the parties or pursuant to Paragraph 12.2 below.

12.2. The parties may settle such disputes, if not agreed to between them, by arbitration at the election of either party in accordance with the Rules of the American Arbitration Association in Washington, D.C., and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

12.3. Nothing in this clause shall be interpreted as providing Subcontractor any privity of contract with Mathematica's client, whether the U.S. Government or another organization and Subcontractor is specifically precluded from any and all rights to appeal directly to Mathematica's prime client. Thus, the Contract Disputes Act of 1978 (P.L. 95-563) shall not apply to this Subcontract. Neither this clause nor any other provision of this Subcontract shall establish or create a contractual, administrative, operational or any other type of relationship, either expressed or implied, between the Subcontractor and Mathematica's Prime Client.

12.4. Pending any decision, appeal or judgment referred to in this Paragraph 12. Disputes on the settlement of any dispute arising under this Subcontract, Subcontractor shall proceed diligently with the performance of this Subcontract.

13. **Independent Contractor:** Subcontractor shall engage in the performance of this Subcontract as an independent contractor. No Subcontractor employee shall be deemed an employee, agent or representative of Mathematica and nothing contained herein shall be construed to imply or create a relationship as partners, joint ventures, or of agency between the parties hereto. Subcontractor shall be responsible for payment of all income, social security or other taxes, or payments to third parties arising by reason of its services under this Subcontract and shall indemnify Mathematica and hold it harmless against any and all claims relating to such obligations.

14. **Indemnification:** Each Party agrees to protect, indemnify, and hold harmless the other Party and their agents, employees, directors and affiliates from and against any and all damages, injuries, claims, liabilities and costs (including reasonable attorneys' fees), which may be suffered or incurred under this Subcontract, as a result of a breach of this Subcontract, by or the negligent or intentional acts of, the indemnifying Party, its employees, agents, consultants, or subcontractors. Said indemnity is in addition to any other rights that the indemnified Party may have against the indemnifying Party and will survive the termination of this Subcontract

15. **Assignment:** Subcontractor shall not assign this Subcontract in whole or in part without the prior written consent of Mathematica.

16. **Lower-tier Subcontracting:** Subcontractor shall not Subcontract the services to be provided under this Subcontract, in whole or in part, without the prior written consent of Mathematica.

17. **Disaster Recovery:** Subcontractor will exercise due diligence and care to ensure that all work, data, and material provided or otherwise obtained under this Subcontract shall be protected against flood, fire and computer failure.

18. **Governing Law and Jurisdiction:** This Subcontract agreement shall be governed by the laws of the State of New Jersey and by applicable provisions of Federal Acquisition Regulations (FAR) and agency's FAR Supplements. Jurisdiction and venue shall be Mercer County, New Jersey.

19. **Bankruptcy:** In the event the Subcontractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Subcontractor agrees to furnish, by certified mail or electronic commerce method authorized by the Subcontract, written notification of the bankruptcy to the Mathematica Contracting Officer responsible for administering the Subcontract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Mathematica Subcontract numbers against which final payment has not been made. This obligation remains in effect until final payment under this Subcontract.

20. **Representations and Certifications and Administrative Reporting Requirements:**

20.1. In accepting this Subcontract, Subcontractor certifies that to its knowledge neither Subcontractor nor any of its owners, officers, principals, agents or employees ("Principals"), whether paid or voluntary, neither is or has been debarred or suspended or otherwise excluded from or declared ineligible to receive Federal contracts. Subcontractor will immediately notify Mathematica if during the term of this Subcontract it or its lower-tier subcontractors, or any of its Principals are proposed for or received notice of debarment, suspension or declared ineligible to receive Federal contracts.

20.2. Subcontractor verifies that (a) its representation of its business size (for assigned **NAICS Code** _______) and socioeconomic category provided to Mathematica, and, if applicable, (b) Subcontractor's representations and certifications in the U.S. Government's System for Award Management (SAM), were current, accurate and complete as of the date of its offer for this Subcontract.

20.3. Subcontractor agrees to timely and accurately provide Mathematica with the information necessary for complying with the reporting requirements under the Prime Contract. This reporting may include, but is not limited to Reporting Executive Compensation and First-Tier Subcontract Awards (FAR 52.204-10), Service Contract Reporting Requirements (FAR 52.204-14), and Service Contract Reporting Requirements for Indefinite-Delivery Contracts (FAR 52.204-15).

21. **Stop-Work Order:** Mathematica may, at any time, by written order to the Subcontractor, require the Subcontractor to stop all, or any part, of the work called for by this Subcontract for a period of 90 days after the order is delivered to the Subcontractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause.

Upon receipt of the order, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Subcontractor, or within any extension of that period to which the parties shall have agreed, Mathematica may either--

- Cancel the stop-work order; or
- Terminate the work covered by the order as provided in the Termination clause of this Subcontract.

If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Subcontractor shall resume work.

22. **Electronic Contracting:** The Parties agree to accept and not to contest the validity of electronic signatures under this Subcontract and to accept electronically transmitted subcontract documents.
23. **Non-solicitation, Non-poaching.** During the term of this Subcontract and for a period of two (2) years after its expiration or termination, without the prior written consent of the other Party, neither Party shall directly recruit or hire or establish any consultancy or other working engagement with any employee of the other Party; provided, however, that the foregoing provision will not prevent either Party from hiring any such person who contacts that Party as a result of placing general advertisements in trade journals, newspapers or similar publications that are not directed at the other Party or its employees.

Prime Contract Applicability

The Prime Contract is a subject to the government contracts law, statutes and regulations requiring the flow-down of contract terms and conditions to subcontractors. All special provisions, general provisions, Federal Acquisition Regulation (FAR) and agency FAR supplement clauses of the Prime Contract that can be reasonably assumed to apply to subcontractors are incorporated herein. Each of the general provisions, special provisions, FAR and agency FAR supplement clauses of the Prime Contract incorporated by reference in this Subcontract shall, as between Subcontractor and Mathematica, be of the same force and effect as if fully set forth herein. Nothing in this Subcontract is intended by the Parties to be in conflict with any such terms or conditions incorporated herein.

It is understood and agreed by the Parties that this Subcontract is intended to be executed in conformity with the provisions of the Prime Contract. Under no circumstances, however, shall this Subcontract or any parts hereof be deemed to establish or create a contractual obligation between the Government and Subcontractor. Thus, while the Government shall have the right to inspect the facilities, books and records of Subcontractor to assure its interest and conformity with terms and conditions of the Prime Contract, Subcontractor shall have no privity of contract or other access to the Government, Government Contracting Officer, or contract appeals courts or other administrative law courts by reason of this Subcontract or execution hereof.

This Subcontract incorporates by reference, with the same force and effect as if they were given in full text, and the Subcontractor agrees to comply with, the following FAR clauses and agency's FAR Supplement clauses. With respect to each such clause incorporated herein, references to "Contractor" means "Subcontractor", "Contracting Officer" means "Mathematica Contracting Officer", "Contract" means this Subcontract and "Government" means "Mathematica". However, the words "Government" and "Contracting Officer" do not change when a right, act, authorization, or obligation can be granted or performed only by the Government or its duly authorized representative. If and when the clause provisions require communication (or notification) from/to the Contractor to/from the Contracting Officer, any such communications shall be through Mathematica.

Upon request, the Mathematica Contracting Officer will provide the text of any clause incorporated herein by reference. Clauses can be retrieved from https://www.acquisition.gov/.

Applicable Prime Contract provisions, clauses and information and Federal Acquisition Regulations (48 CFR CHAPTER 1):

52.202-1	Definitions (Nov 2013)
52.203-2	Certificate of Independent Price Determination (Apr 1985)
52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015)
52.209-5	Certification Regarding Responsibility Matters (Apr 2010)
52.215-2	Audit and Records-Negotiation (OCT 2010)
52.216-7	Allowable Cost and Payment (Jun 2013)
52.219-8	Utilization of Small Business Concerns (Oct 2014)
52.243-1	Changes -- Fixed Price (Aug 1987)
52.246-2	Inspection of Supplies -- Fixed-Price (Aug 1996)
52.246-4	Inspection of Services -- Fixed-Price (Aug 1996)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Apr 2012)
52.249-8	Default (Fixed-Price Supply and Service)
52.242-15	Stop Work Order (Mathematica note: in the clause paragraph (a) "90 days" is changed to "100 days", and in paragraph (b) "30 days" is changed to "20 days".)
52.249-14	Excusable Delays (1984)

ATTACHMENT C.

RESPONSIBILITY MATTERS FORM AND CONFLICT OF INTEREST CERTIFICATION

Offeror Company Name | DUNS | EIN/TIN

Certification Regarding Responsibility Matters (Derived from FAR 52.209-5 OCT 2015)

A. The Offeror certifies, to the best of its knowledge and belief, that—

(1). Offeror and/or any of its Principals—

a. ☐**are** ☐**are not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

b. ☐**have** ☐**have not** within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

c. ☐**are** ☐**are not** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Paragraph A.(1).b. of this provision;

d. ☐**have** ☐**have not** within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

1. Federal taxes are considered delinquent if both of the following criteria apply:

   i. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

   ii. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

2. Examples. See FAR 52.209-5 OCT 2015 for the list of examples.

(2). Offeror ☐**has,** ☐**has not,** within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

B. "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions). Refer to FAR Subpart 9.4—Debarment, Suspension, and Ineligibility for other definitions.

C. The Offeror shall provide immediate written notice to Mathematica Policy Research if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The certifications in paragraph A are a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to Mathematica Policy Research, it may terminate the subcontract resulting from this solicitation for default.

Certification regarding active exclusions status in the System for Award Management

Offeror ☐**has,** ☐**has no** active exclusion records entered by the Federal government identifying those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

Signature | Date

Name and Title

Conflict of Interest Certification

The Offeror, ____________________________, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the subcontract contemplated under this Request for Proposal solicited by Mathematica Policy Research, Inc. for the work to be performed under the U.S. Department of Education Contract No. ED-IES-16-C-0021, that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest. The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government’s satisfaction, such Conflict of Interest (or apparent conflict of interest).

Offeror’s Name: __________________________________

RFP/Contract No.: ***ED-IES-16-C-0021***

Signature: ____

Title: ____

Date: ________________________

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