

# Evaluation of Transition Supports for Youth with Disabilities

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## Request for Proposals

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## Overview of Request for Proposals (RFP)

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The American Institutes for Research (AIR) invites qualified entities to provide training and implementation support for high school programs to help prepare youth with disabilities to achieve success after high school. The selected provider(s) will participate in a large-scale evaluation funded by the Institute of Education Sciences in the U.S. Department of Education (“ED”). The evaluation will be conducted by AIR, with its partners University of North Carolina, Charlotte, Social Policy Research Associates (SPR), and Quality Information Partners (QIP), collectively referred to hereafter as “the study team,” under U.S. Department of Education Contract No. 919900-19-C-0078.

This RFP seeks proposals from providers who can leverage existing materials and resources to support up to two programs reflecting specific transition support strategies. **Strategy 1** provides self-determination instruction and related supports directly tied to transition planning with an emphasis on active engagement of parents/families. Self-determination instruction has been a long-standing focus of transition supports for youth with disabilities, but there is very limited research on whether self-determination instruction in the school setting can improve post-school outcomes. **Strategy 2** builds on Strategy 1 by adding supports for students to access and participate in transition-related activities. There is currently no rigorous research testing whether these added supports can further improve post-school outcomes for youth with disabilities who receive self-determination supports.

Selected providers will train and provide ongoing support to locally-based program delivery staff (called “instructors” in this RFP) to ensure implementation of Strategy 1 and/or Strategy 2 with fidelity. These two strategies will be implemented over a two-year period in up to 100 high schools spread across up to 16 U.S. school districts selected by the study team. The study team will assign high school students with disabilities within each study school by lottery to participate in Strategy 1, Strategy 2, or their school’s typical transition supports.

### **Providers may propose to define and support Strategy 1, Strategy 2, or both strategies.**

Providers may partner with other organizations and form a consortium, if necessary or desired, to address the scope and/or scale of the required activities. A consortium should submit one cohesive proposal that clearly identifies the roles and responsibilities of each partner.

**Proposals are due on October 1, 2021**, and will be evaluated on the basis of the quality of the proposed plans for transition supports and alignment with specifications in this RFP, and the research supporting the proposed plans. Proposals will also need to demonstrate evidence of organizational capacity to provide training and implementation support (including monitoring and technical assistance) to program instructors across multiple school districts throughout the country. After a review of written proposals by an expert panel, providers submitting highly

rated proposals will be invited to the Washington DC area to present their program and training plans. The study team, in consultation with ED, will then select one or more providers to include in the project through a firm fixed-price subcontract to AIR. The anticipated funding amount is \$3,000,000 across strategies and all selected providers.

## A. Overview of Transition Support Strategies for This Project

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This portion of the RFP provides the rationale for the evaluation of transition support strategies for youth with disabilities. It describes the core components and delivery specifications for each of two strategies desired for inclusion in the study, as well as the requirements for training and other implementation support. This portion of the RFP also describes the evaluation design that will test the effectiveness of the implemented transition support strategies.

### A.1. Project Rationale

A central goal of the Individuals with Disabilities Education Act (IDEA) is to help youth with disabilities (YWD) prepare for education, work, and independent living after high school. IDEA emphasizes the importance of transition planning as part of each student's individualized education program (IEP) to identify student's postsecondary goals and the transition services required to reach those goals. However, YWD continue to lag their peers in rates of postsecondary education enrollment and employment.

Although transition planning is emphasized as important to achieving students' goals, YWD continue to face challenges in the planning process (Lipscomb et al., 2017). YWD may not yet have the capacity to actively engage in, invest in, or develop appropriately ambitious goals and plans, in part because they may not feel empowered, have low expectations for themselves, or face low expectations from parents and school staff.<sup>1</sup> Students may not yet have skills or resources to develop their IEPs and transition plans or to determine actionable steps for making progress toward their goals. Students and parents may lack access to information and resources in the school and community that would allow students to take steps toward their goals. Overall, students may not yet have the understanding, capacity, skills, or access needed to participate in activities related to transition goals that would help them successfully prepare for further education, training, work, and/or independent living.

Given these challenges, this project seeks to generate critical evidence about whether robust self-determination instruction tied to transition planning can improve post-school outcomes for youth with a range of goals and disabilities, and whether targeted support for transition activities adds value. A focus on self-determination reflects longstanding priorities on transition supports for YWD under IDEA. But very limited rigorous evaluation has demonstrated that self-determination instruction in the school setting can improve post-school outcomes. In addition,

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<sup>1</sup> The RFP uses "parents" to refer to the primary adults who provide guidance and support to students in the study. These adults may include biological, adoptive, and foster parents, guardians, and other family members.

it is not yet known how much would be gained from additional supports for students to engage in transition-related activities in their schools and communities. This project includes a large-scale, rigorous evaluation to test approaches that are comprehensive, sustained over multiple school years, and include strong support for parent engagement. The project will also examine how and for whom the two strategies work, and their cost-effectiveness.

## A.2. Transition Support Programs That Providers Must Help Schools Put in Place

This section describes the components of Strategy 1 and Strategy 2 that the study will test for helping a range of YWD. The information presented in this section is intended to guide providers' proposed plans for fully detailed *programs*—that is, activities and materials that instructors will use to deliver the general strategies. Detailed program activities and materials must be adapted and supplied for this project based primarily on existing activities/materials. This RFP does not provide funding for program development, although the provider might need to customize or adjust existing activities/materials to meet the requirements of the project.

Exhibit A1 displays the theory of action for three core components and how they are expected to improve post-school outcomes. Core Components A and B will be included in both strategies, while Core Component C will be included in Strategy 2 only. The exhibit shows key intermediate outcomes that may improve if the core components address the challenges noted in Section A.1.

### Exhibit A1. Theory of Action for Core Components of Transition Support Strategies

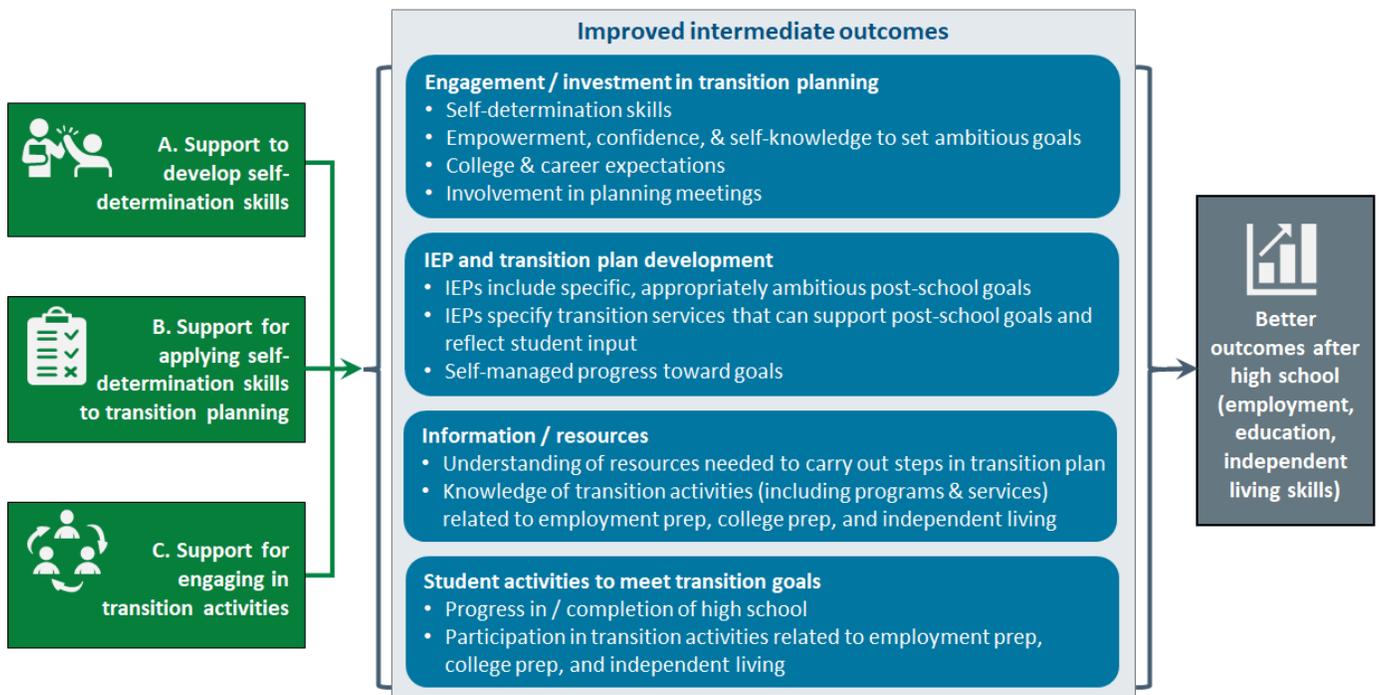


Exhibit A2 describes the main elements of each core component. As shown in the exhibit, each component requires instructors to work with both students and parents because of the essential role that parents may play in supporting their children’s growth and development. Additionally, as indicated by the elements of Core Component B, instructors’ work with students will take place in addition to, and in coordination/collaboration with, the IEP and transition planning process required by IDEA. Given the broad target population for this project, providers’ specific plans for *all* elements will need to include differentiation to support students with a range of post-school goals, as well as a diverse set of needs for disability-related supports and accommodations.

### Exhibit A2. Instructors’ Work with Students and Parents, by Core Component

Core Component	Work with Students	Work with Parents
<b>A. Support to develop self-determination skills (Strategies 1 and 2)</b>	<ul style="list-style-type: none"> <li>• Instruction that helps students develop self-awareness, self-efficacy, and behaviors/skills to make their own choices and decisions, learn about and evaluate a range of options, set appropriately ambitious short- and long-term goals, and take initiative to reach goals.</li> <li>• Instruction that helps students learn to narrow down goals to develop actionable strategies for attaining goals, leverage resources needed for completing steps toward goals, monitor progress, problem-solve, and re-evaluate strategies and goals.</li> <li>• Instruction that helps students learn how to self-advocate, confidently state goals, and seek support for those goals.</li> </ul>	<ul style="list-style-type: none"> <li>• Group orientation for parents to describe the program, facilitate buy-in, and bolster support at home for student goal-setting, self-advocacy, and progress monitoring.</li> <li>• Individual meetings with each student’s parents at the start of the program to allow instructors to better understand student goals, encourage parents to have appropriately high expectations and support the student in setting appropriately ambitious goals, and discuss the self-determination skills that the student will learn.</li> <li>• Regular check-ins between instructors and parents to discuss student progress toward goals and encourage parents to align their expectations with their child’s goals.</li> </ul>
<b>B. Support for applying self-determination skills to transition planning (Strategies 1 and 2)</b>	<ul style="list-style-type: none"> <li>• Instructors provide students with standardized materials such as transition planning forms, checklists, worksheet handouts, presentations, videos, etc. These may include state and district resources and provider-developed resources.</li> <li>• Instructors coordinate with IEP teams and/or transition specialists to facilitate alignment of students’ goals and strategies with their transition plans.</li> <li>• Instructors help each student periodically evaluate transition needs, set appropriately ambitious post-school goals, and develop strategies for effectively pursuing those goals via IEP</li> </ul>	<ul style="list-style-type: none"> <li>• Instructors provide parents with same standardized materials as provided to students.</li> <li>• Group orientation and individual meetings with parents include discussion of key transition activities that students may want to do, how parents can be involved in the IEP and transition planning process, and other strategies parents can use to actively support transition planning.</li> <li>• Regular check-ins between instructors and parents to discuss how parents can become or remain involved in the IEP and transition planning process, troubleshoot challenges facing the student, and help</li> </ul>

Core Component	Work with Students	Work with Parents
	<p>and transition planning meetings (including through participation and leadership in such meetings).</p> <ul style="list-style-type: none"> <li>Instructors collaborate in the formal transition planning process by (a) attending IEP and transition planning meetings and (b) helping students develop strategies that specifically tie to the transition services component of the IEP.</li> </ul>	<p>parents refine strategies for actively supporting students' engagement in transition planning.</p>
<p><b>C. Supports to help students engage in transition activities (Strategy 2 only)</b></p>	<ul style="list-style-type: none"> <li>Instructors (a) provide students with standardized lists of community resources (e.g., college and career services, independent living supports, and disability-specific services and supports), and (b) help students determine which community resources are best aligned with their specific post-school goals.</li> <li>Instructors guide students in developing a personalized plan for participating in transition activities—including relevant programs and services, as well as making use of available supports in their communities—that are directly related to each student's interests, post-school goals, and strategies for attaining goals.</li> <li>Instructors work with each student to operationalize the student's personalized plan, mapping out necessary steps to engage in specific activities (e.g., steps for finding transportation, applying to and choosing colleges, identifying and applying for jobs or other work-based learning experiences, and enrolling in disability services and support programs).</li> <li>As appropriate for each student, instructors actively participate in select transition activities with students (e.g., together using or accessing transportation, visiting a local college campus, completing a FAFSA application, attending job fairs, visiting employers, drafting résumés, applying for jobs or other work-based learning experiences, and applying for disability benefits and supports). Instructors may</li> </ul>	<ul style="list-style-type: none"> <li>Instructors provide parents with same standardized lists of community resources they provide to students.</li> <li>As appropriate for each student, instructors provide information to parents on specific school and community activities (including programs and services) related to preparing for employment, college, or independent living.</li> <li>Individual meetings with parents include discussion and support for parents in taking on a more active role to help the student participate in goal-aligned transition activities (e.g., college visits, job fairs, etc.).</li> <li>Regular check-ins between instructors and parents additionally covers student participation in specific transition activities and strategies on how parents can further students' progress by helping them access resources and engage in transition activities to meet their goals.</li> </ul>

Core Component	Work with Students	Work with Parents
	also facilitate student participation in activities via community providers (e.g., the vocational rehabilitation and American Job Center systems, college preparation services, and independent living centers) through active referrals and “warm handoffs” but not hands-on case management.	

Local instructors will deliver Strategy 1 or Strategy 2 to students and parents.<sup>2</sup> Participating districts and the study team will hire the local instructors for the project; that is, they will not be existing school or district staff who have other responsibilities in participating schools. Minimum instructor qualifications will be (a) a bachelor’s degree in education, special education, social services, or related fields; and (b) prior experience working with youth through a job in one of these fields or volunteer activities (e.g., mentoring).

The remainder of this section describes how Strategy 1 and Strategy 2 will be delivered to students and parents, and how instructors will be expected to coordinate with existing school/district staff. Delivery details are based on estimates for each instructor to work with about 38 students (and their parents) across up to 3 schools for Strategy 1, and about 23 students (and their parents) across approximately 1-2 schools for Strategy 2.<sup>3</sup>

**Delivery to students.** Instructors will deliver Strategy 1 or Strategy 2 to students in a combination of two formats: small group sessions (of up to 5 students) and individualized 1-1 sessions. For example, some or all of the supports to develop self-determination skills could be delivered in small groups in a classroom setting, and activities related to applying self-determination skills to transition plans could occur in individualized 1-1 sessions. However, the additional supports to help students engage in transition activities in Strategy 2 should occur in additional individualized 1-1 sessions.

Small group sessions and most of the 1-1 sessions for Core Components A and B should generally occur during the school day, with scheduling to be arranged with each participating school. For example, students could participate in the sessions during a study hall, resource room period, or other curriculum assistance or support period. However, scheduling constraints might also necessitate after-school sessions for some students and/or in some schools. For Strategy 2, additional 1-1 sessions to implement Core Component C may occur at other

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<sup>2</sup> Separate instructors will deliver each strategy to different groups of students/parents within each study school. Providers who seek to support both Strategy 1 and Strategy 2 would provide training and support to instructors for each strategy, separately. See Section A.3 for details on provider training and support requirements.

<sup>3</sup> Estimated student caseloads are averages. Caseloads for specific instructors might differ depending on their students’ needs for disability-related supports and accommodations, as well as the extent of existing transition services and supports already available in the schools and communities where they work.

opportune times (e.g., after school, weekends, and during Summer 2023) and locations for students to engage in transition activities.

The duration of student participation is estimated as follows:

- For Strategy 1, at least 60 total hours during three semesters (Spring 2023, Fall 2023, and Spring 2024).
- For Strategy 2, at least 85 total hours during three semesters and one summer (Spring 2023, Summer 2023, Fall 2023, and Fall 2024).<sup>4</sup> At least 10 hours in Strategy 2 should occur outside of the school campus.

Instructors' work with students must be guided by the provider's materials (e.g., a comprehensive guide, curriculum, or manual containing worksheets and checklists). These materials should include information that instructors can use to help students work through appropriately ambitious goals, learn and apply self-determination skills, and identify sources of support for their transition goals. The materials might also contain standardized forms, handouts, and multimedia presentations on the school's, district's, and state's transition planning processes; information about relevant federal guidance on education and training for YWD; and other resources that reflect the provider's approach to Strategy 1 or Strategy 2. For Strategy 2, instructors work with students must also use the provider's standardized list of community resources and template for helping students create personalized plans for participating in transition activities.

***Delivery to parents.*** Instructors will provide an initial group orientation for parents followed by an individual meeting with each student's parents. Subsequent regular check-ins will allow instructors and parents to discuss progress and troubleshoot challenges.

The group orientation should be in a location as convenient for parents as possible, to be arranged with participating districts and schools. The initial meetings and subsequent follow-up check-ins will need to take place using modes considered by providers to be effective ways of reaching and engaging parents and at times of day that are feasible for parents, including evenings and weekends, as determined by the provider and participating districts.

The duration of parent participation is estimated as follows:

- For Strategy 1, 7 total hours assuming a group orientation, an initial meeting, and monthly check-ins during three semesters (Spring 2023, Fall 2023, and Spring 2024).
- For Strategy 2, 12 total hours total assuming a group orientation, an initial meeting, and monthly check-ins during three semesters and one summer: Spring 2023, Summer 2023, Fall 2023, and Spring 2024.

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<sup>4</sup> The expected total duration of student participation in Strategy 2 (85 hours) is 25 hours longer than the expected total duration of student participation in Strategy 1 (60 hours).

Instructors' work with parents must be guided by the provider's materials (e.g., a guidebook or manual). These materials should specify procedures and strategies for engaging with parents and support effective communication between instructors and parents. These materials should also include information for parents that describe the goals of transition planning; cover the main concepts of self-determination instruction received by students; include vignettes of students achieving success in college and competitive employment; and include the standardized forms, handouts, and multimedia presentations that students receive.

***Coordination with school and district staff.*** For Strategy 1 and Strategy 2, instructors should meet with IEP/transition staff at a frequency proposed and justified by the provider. These staff may include special education teachers, general education teachers who teach in inclusive classrooms, paraprofessionals assisting students with disabilities, IEP coordinators, district special education leaders, and/or transition specialists. Instructors will also be expected to attend IEP meetings and regularly review IEP plans for students on their caseload. Instructors' work with school/district staff must follow a provider-proposed protocol for structuring these interactions to effectively support the goals of the program.

### **A.3. Training and Implementation Supports**

The provider shall offer training and implementation supports to instructors and school/district staff to ensure consistent and comprehensive delivery of the provider's proposed program for Strategy 1 and/or Strategy 2 to all participating YWD. The training and support must be well-documented and replicable. Providers are expected to adapt existing trainings and associated materials to meet the aims of this project, as needed, including to support program participation across a broad range of students with disabilities. This RFP does not provide funding for development of new trainings/materials. However, some customization or adjustment of the provider's existing training materials may be necessary to ensure that the overall training is cohesive and meets the needs of the evaluation.

The trainings and ongoing supports must incorporate features of high-quality PD geared toward adult learners, including sufficient duration, a focus on content, active learning experiences, and collective participation. Training and ongoing support plans must reflect how providers plan to identify and address potential implementation problems to ensure that the proposed program for Strategy 1 and/or Strategy 2 will be implemented with fidelity. The training and ongoing support will also need to address the unique needs of the schools and acknowledge different types of YWD with a range of transition goals (including postsecondary education, employment, and/or independent living), as well as students with a diverse set of needs for disability-related supports and accommodations.

Providers will:

- Conduct **preparation activities** in Summer/Fall 2022:

- Help each district to apply the hiring and screening criteria developed by the provider (see Task 2 in Section B.1), work with the study team as needed to adapt these criteria to account for the district-specific circumstance (e.g., staffing rules and applicant pools).
- Provide recommendations about schedules and locations for small-group and 1-1 sessions between students and instructors (based on the specifications in Section A.2), as well as recommended guidelines for grouping students together for small-group instruction. In coordination with the study team, provider staff will work with districts and schools to implement these recommendations, as feasible.
- Schedule in-person orientations for school and district staff (described below).
- Conduct an implementation readiness visit to each district to help instructors and school staff finalize preparations and launch the program(s). During these visits, provider staff will:
  - » Advise instructors as they work with school staff to finalize procedures for delivering the program(s) in each school (e.g., schedules for instruction or coordination with IEP teams), within the planned specifications of Strategy 1 and/or Strategy 2.
  - » Meet with school staff to address similar issues related to implementation procedures, and answer questions that arise from early interactions with instructors.
  - » Work with the instructors to review the IEPs of students in the study’s treatment groups.
  - » Help instructors understand and learn how to use information about local transition planning resources, as well as providing guidance on the district-specific program materials. For Strategy 2, this work with instructors will also cover other community resources students can use to engage in goal-related transition activities, along with the corresponding district-specific program materials.
- Conduct **trainings**:
  - Provide up to 5 days of in-person initial training for Strategy 1 instructors and up to 7 days of in-person initial training for Strategy 2 instructors. The training sessions must be guided by a comprehensive training manual that covers all components of the provider’s program for Strategy 1 or Strategy 2. The initial trainings will take place in Fall 2022, with arrangements to be coordinated by the provider with each participating district.
    - » This training must allow instructors to become proficient with the provider’s materials, activities to carry out with students, differentiating instruction or 1-1 work to meet a range of needs across YWD and their parents, and efficient approaches for following up with culturally and linguistically diverse and other underserved parents.
    - » This training must also provide direction to instructors on using the provider’s recordkeeping system (i.e., logs, described below) to capture information about program delivery for each student on each instructor’s caseload, as well as relevant procedures for maintaining student confidentiality.

- Provide up to 1 day of in-person “booster” training for Strategy 1 instructors and up to 2 days of in-person “booster” training for Strategy 2 instructors, near the end of Summer 2023. These trainings may cover some of the topics addressed by initial trainings especially if there are new instructors in cases of turnover, or new topics that emerge during implementation. Specific content should be guided by the challenges providers observe based on their review of instructor logs, as well as common issues identified by the provider in their ongoing technical assistance with instructors.
- Provide up to 1 day of in-person orientation in Fall 2022 for school and district staff who are already involved in transition planning and with whom the instructor will need to coordinate. The trainings will cover an overview of Strategy 1 and Strategy 2 and the role of school/district staff in supporting program delivery.
- **Conduct ongoing monitoring and technical assistance:**
  - Provide program logs with information for instructors on how to record their work with students and parents. The logs must capture a standardized set of performance measures that are aligned with the core components and delivery specifications for Strategies 1 and 2. These logs are intended to assess fidelity and inform technical assistance activities.
  - Conduct at least 1 site visit per semester. During site visits, provider staff will monitor implementation fidelity, including by observing instructional sessions, and, if possible, observing IEP meetings. In addition, providers should use information captured during these site visits to help inform technical assistance activities.
  - Hold regularly scheduled check-in meetings (e.g., biweekly) with instructors to provide ongoing implementation support. Provider staff will review program delivery logs prior to meetings. Check-in meetings should include a review of students’ progress related to the core components of Strategies 1 and/or 2, addressing barriers and challenges reported by instructors, and case consultation, as needed.
  - Deliver as-needed technical assistance in between check-in meetings to instructors who request further help in delivering specific aspects of the program(s) to students and parents.

## A.4. Impact Evaluation Design

AIR will conduct a multisite randomized controlled trial to evaluate the effectiveness of the two strategies. The study is designed to address policy-relevant research questions in Exhibit A3.

### Exhibit A3. Evaluation Questions

- 1. Do the Approaches Work?**
  - Does a transition approach focused on building self-determination skills for transition planning with family engagement (Strategy 1) improve success after high school?
  - Does a version that includes more intensive one-on-one supports for students to engage in transition-related activities (Strategy 2) improve success after high school?
- 2. How Do the Approaches Work or Not Work?** Are impacts related to whether the approaches are implemented well or affect the hypothesized intermediate outcomes?
- 3. For Whom Do the Approaches Work?** Do impacts vary by key student characteristics?
- 4. What is Their Cost/Benefit?** What is the cost-effectiveness of Strategy 1 and Strategy 2?

Eligible student participants in this project are all students with IEPs who are approximately 2 years from expected high school completion or the maximum age for special education, as applicable, in Fall 2022. The study team will randomly assign students to three groups in equal proportions:

- One-third of eligible students within a school will be assigned to receive Strategy 1.
- One-third of eligible students within a school will be assigned to receive Strategy 2.
- One-third of eligible students will not receive either of the two strategies but will continue to receive the transition services and supports regularly provided by their district/school.

The study seeks to enroll and randomly assign a total of 3,000 students. Random assignment will occur within schools; hence, each school will include students receiving Strategy 1, students receiving Strategy 2, and students receiving transition services and supports regularly available.

AIR will recruit districts and schools across the U.S. by Summer 2022. AIR will reach out to high schools meeting certain eligibility criteria. The study will focus more intensively on recruiting relatively large high schools in large districts to realize cost efficiencies in data collection, program delivery, monitoring, and implementation support; however, the study team will seek to include a mix of urban and rural schools, if feasible. Recruitment efforts will focus on districts that do not already implement services similar to Strategies 1 and 2, to ensure a strong contrast with standard transition services and supports. During the recruitment process, the study team will establish agreements with districts to support the study. The study team anticipates that the evaluation will include up to 100 schools in 16 districts across the country.

The study team will request informed consent from students and parents for all students meeting the eligibility criteria described above, during a study enrollment period conducted in

each study school during early Fall 2022. To encourage uptake, providers will develop materials that can be used for differentiated outreach across a range of student groups. Once enrollment ends, the study team will randomly assign students to the three groups. After random assignment, instructors hired for the study will begin working with students and parents assigned to receive Strategy 1 or Strategy 2.

The study will examine the effects of Strategy 1 and Strategy 2 on key student outcomes that will be measured using data collected by the study team. These outcomes include: (a) students' self-determination skills, knowledge of transition resources, and participation in transition activities up through Spring 2024; (b) transition goals and steps towards those goals as reflected in student IEPs in Spring 2024; and (c) post-school outcomes including employment, earnings, and postsecondary education enrollment over the three-year period starting in Spring 2024 and ending in Spring 2027.

The study team will also examine data on program implementation that providers collect for the purposes of monitoring implementation. Implementation data sources include training records completed by providers, program logs (described in Section A.3), forms that providers complete when conducting readiness visits or ongoing site visits, and forms that providers use to track technical assistance activities.

## **B. Technical Specifications**

This portion of the RFP describes the technical tasks that the provider must complete, the anticipated timeline, and the schedule of deliverables.<sup>5</sup>

### **B.1. Statement of Work**

The selected provider will enter into a subcontract with AIR for the period of December 1, 2021, to June 30, 2024. During this period of performance, the provider will be responsible for the following tasks: (1) kicking off the project with the study team and ED; (2) supporting the study team in site recruitment and student enrollment; (3) refining proposed program activities and materials that schools will use to put Strategy 1 and/or Strategy 2 in place; (4) refining proposed plans for trainings and implementation supports; (5) finalizing staffing and management plans; (6) conducting trainings and supporting implementation of their program(s) for Strategy 1 and/or Strategy 2; and (7) coordinating with the study team to support effective project management.

Exhibit B1 displays a timeline of these provider tasks (described in more detail below in this section), and Exhibit B2 on page 24 shows deliverables by task.

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<sup>5</sup> The remainder of this RFP uses “the provider” to refer to each entity that submits a distinct proposal and that might be selected to carry out the technical work needed to operationalize and support Strategy 1 and/or Strategy 2. Entities may include multiple organizations, and ED and the study team may select more than one entity to carry out the work for each strategy.

**Exhibit B1. Timeline for Provider Tasks**

Tasks	2021	2022						2023						2024		
	Dec	Jan - Feb	Mar - Apr	May - Jun	Jul - Aug	Sept - Oct	Nov - Dec	Jan - Feb	Mar - Apr	May - Jun	Jul - Aug	Sept - Oct	Nov - Dec	Jan - Feb	Mar - Apr	May - Jun
1. Project Kickoff	X															
2. Support for Recruitment and Enrollment		X	X	X	X	X										
3. Refinement of Program Activities and Materials to Help Schools Put Strategy 1 and/or Strategy 2 into Place		X	X	X	X											
4. Refinement of Plans for Training and Implementation Support (As Needed)			X	X												
5. Finalized Staffing and Management Plans			X	X	X											
6.1. Preparation Activities and Initial Trainings					X	X	X									
6.2. Additional Trainings											X	X				
6.3. Ongoing Monitoring and Technical Assistance							X	X	X	X	X	X	X	X	X	X
7. Project Management	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

### ***Task 1. Project Kickoff***

Senior provider staff shall meet with study team members and staff from ED within 10 working days after award of the contract. For budgeting purposes, the provider should assume that the meeting will be held in the Washington, DC area. The purpose of the meeting is to review the contract activities and timeline and discuss any potential challenges and corresponding solutions. The study team will provide an agenda for this meeting. At least 7 working days before the meeting (within 3 working days of contract award), the provider shall deliver to the study team five copies of all existing program-related materials that the provider proposes to guide the training for and delivery of Strategy 1 and/or Strategy 2 (per sections A.2 and A.3). These materials will provide the study team and ED with comprehensive information on the provider's detailed plans for program practices and resources, training, implementation support, and related materials for Strategy 1 and/or Strategy 2 in its entirety.<sup>6</sup> The provider will also submit a kickoff meeting summary within 10 working days after the kickoff meeting.

**Deliverables:** Provider's existing program-related materials  
Summary of the kickoff meeting

### ***Task 2. Support for Recruitment and Enrollment***

To assist the study team with site recruitment, the provider shall provide two documents that the study team will use during the recruitment process: (1) a two-page program brochure that describes the main features of the Strategy 1 and/or Strategy 2, and the training and supports instructors and school staff will receive; and (2) an initial frequently asked questions (FAQ) document to address questions that district staff and school leaders (e.g., principals and special education coordinators) may have about Strategy 1 and/or Strategy 2. The provider shall submit a draft of these materials to the study team within two weeks of the contract award date. The study team and ED will provide feedback on the draft brochure within two weeks of receiving the drafts. Within two weeks from receiving feedback, the provider shall submit a final draft of the brochure, and updated FAQ. As questions arise from districts that are not addressed on the FAQ, the provider shall update the FAQ.

The provider will also prepare a brief recorded webinar presentation describing its specific program for delivering the core components Strategy 1 and/or Strategy 2, including relevant activities and materials; the study team will use this webinar to inform potential districts/schools about the program(s). The webinar shall be approximately 30 minutes and include information about what participating students, parents, and school staff would experience as part of each strategy. Provider will submit a draft script for the webinar to the study team within six weeks of

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<sup>6</sup> Sample program materials appended to the provider's technical proposal are intended to provide the review panel with snapshots of the content of the program. The full set of program materials available at the time of the kickoff meeting will be submitted by the provider prior to meeting. Subsequent revisions and adaptations will be made, as necessary, under Tasks 3 and 4.

the contract award date. The study team and ED will provide feedback on the draft script within five working days. Provider will submit the final script to the study team within five working days of receiving study team and ED feedback. Within two weeks of submitting the final script, the developer will provide the recorded webinar to the study team in an agreed-upon format.

It is likely that district and school staff will have questions regarding Strategy 1 and/or Strategy 2 that are not yet covered by the FAQ or webinar or that are unique to the circumstances of the school/district. When requested by the study team, the provider will participate in recruitment calls made by the study team to address questions raised by districts or school staff. For budgeting purposes, providers should estimate that they will participate in 20 recruitment calls lasting 60 minutes each.

The provider will develop at least one 1-page document about their program(s), as tailored for this project, to help the study team and participating schools communicate with students and parents. (The provider will develop separate one-pagers for each strategy that it is operationalizing and supporting.) This one-pager should provide an overview of what students will learn and do in the program(s) and what parents will learn to support their children, as well as potential benefits of being enrolled in the program(s). It is recommended that the provider creates multiple versions of the one-page document, tailored to various types of students and parents (e.g., students with certain types of disabilities or parents with limited economic resources). The study team will support and pay for translation services, as needed. The provider will submit a draft of the one pager(s) within 17 weeks after award of the contract. The study team will provide feedback on the draft one-pager within five working days. The provider will submit the final one-pager within five working days of receiving feedback.

Finally, the provider will develop a set of recommended criteria that district staff can use to guide in hiring instructors, building on the staff qualifications noted in Section A.2. The provider shall submit the criteria in a checklist format within 20 weeks after award of the contract to the study team, and shall revise the criteria, as needed, based on feedback.

**Deliverables:** Program brochure – draft and final versions  
FAQ – initial and revised versions (with updates as needed during recruitment)  
Script for webinar – draft and final versions  
Recorded webinar  
One-pager(s) for students/parents – draft and final versions  
Criteria for districts to use when hiring instructors

### ***Task 3. Refinement of Program Activities and Materials to Help Schools Put Strategy 1 and/or Strategy 2 into Place***

ED intends to implement and evaluate existing program activities and materials that reflect the core components of Strategy 1 and/or Strategy 2 described in Section A.2. As noted in Section A.2, the provider may need to adjust existing program activities and materials to meet the requirements of this RFP. Proposed plans for activities and materials should also include

descriptions of specific supports that instructors will deliver to ensure successful delivery of the program(s), including plans for disability-related supports and accommodations.

The provider may need to update its proposed plans for program activities and materials based on feedback from ED and the study team provided during the proposal review process, as well as other considerations identified at the project kickoff. The provider will submit to the study team a draft version of their updated plans for program activities and materials within 10 weeks of the contract award. These updates should ensure that all core components of Strategy 1 and/or Strategy 2, as well as any revisions requested by ED and the study team, are reflected in the provider's plans. The provider should assume up to three more rounds of feedback from the study team and ED, and shall submit the revised plans to the study team within 16 weeks of the contract award.

The provider will create district-specific supplements to program materials that account for the local context of transition planning and resources, after the study team has selected districts and schools for the project. While ED and the study team assumes that the provider will deliver the program in a similar way in all districts and schools, a few specific elements of the program may need to be tailored to each district. For example, the provider may refine specific plans for how instructors individualize student support, use alternative strategies to engage with parents, communicate/coordinate with school staff, translate materials to account for linguistic diversity (with support and funding from the study team), or ensure the use of culturally responsive practices and materials. Additionally, for Strategy 2, the provider must tailor the list of community resources and tools that instructors will use to help students and their parents develop personalized plans for engaging in goal-related transition activities. The provider is responsible for gathering information from district/school staff and (as applicable) community providers, to inform the district-specific supplements. The district-specific supplemental materials must be finalized by August 31, 2022.

**Deliverables:** Provider's plans for program activities and materials, updated and revised to reflect feedback from the study team and ED  
District-specific supplemental program materials

#### ***Task 4. Refinement of Detailed Plans for Training and Implementation Supports (As Needed)***

The provider will refine their proposed plans for training and implementation supports (including preparation activities and ongoing monitoring and technical assistance) to help instructors and school/district staff maintain implementation fidelity as described in Section A.3. To meet the requirements of this RFP, the provider may have to revise existing materials (e.g., slides, fidelity instruments, tracking forms, worksheets, and tools to guide on-site assessments), procedures, and protocols when devising detailed plans for such training and implementation support. Because this is a multi-site project, the provider's plans should also include materials that can be used to document and guide specific aspects of program

implementation (e.g., scheduling of instruction and coordination between instructors and school/district staff) that might differ based on school or district practices or policies.

The provider may need to update these proposed plans based on feedback from the study team and ED provided during the proposal review process, as well as other considerations identified at the project kickoff. The provider will submit to the study team a draft of their updated plans within 21 weeks after award of the contract. These plans should include associated materials and descriptions of the provider's planned procedures and protocols for training and implementation supports. The provider should assume up to three more rounds of feedback from the study team and ED, and shall submit the revised training and orientation slides and materials within 30 weeks after award of the contract.

**Deliverables:** Plans for training and implementation support, including associated materials, procedures, and protocols – updated and revised to reflect feedback from the study team and ED

#### ***Task 5. Finalized Staffing and Management Plans***

Although the provider's proposal must detail its overall management and staffing plans, the provider shall submit a final staffing plan containing updates related to the characteristics of study districts/schools, as well as changes to other plans under Tasks 3 and 4. The final staffing plan shall include details about which provider staff will work with schools and districts to prepare them for the program(s), which staff will administer each training session, and which provider staff will support the instructors and, as needed, other school/district staff (and in what capacity) throughout the study. The final plan shall also describe staffing to supervise the provider staff supporting districts. When submitting the final plans, the provider should include an explanation for updates.

The provider shall submit district-specific staffing and management plans on a rolling basis, within one week of each district confirming participation in the study. For the purposes of budgeting, the provider should assume 16 participating districts. The provider must submit a final and complete staffing and management plan that includes information for all districts by August 1, 2022. The provider must communicate any changes in key staffing that may be necessary to the study team at least two weeks before the change being implemented and must receive approval for the changes from the study's director.

**Deliverables:** District-specific staffing and management plans  
Final staffing and management plan for all districts

#### ***Task 6. Training and Implementation Support During 2-Year Delivery Period***

This task covers the provider's work to conduct trainings and support the implementation of Strategy 1 and/or 2, following the detailed plans submitted in the proposal and finalized in

Tasks 4 and 5. The provider is responsible for tracking completion of all trainings and implementation support activities (including preparation, monitoring, and technical assistance activities). The provider is also responsible for documenting any challenges that arise, and documenting solutions that the provider uses to address these challenges. For the purposes of budgeting, the provider should assume that, across the 16 participating districts, approximately 27 instructors will be hired to deliver Strategy 1 and 45 instructors will be hired to deliver Strategy 2.<sup>7</sup>

### **6.1. Preparation Activities and Initial Trainings (Summer/Fall 2022)**

The provider will be responsible for working with staff in participating schools and districts to prepare to implement Strategy 1 and/or Strategy 2. These activities include helping districts implement criteria to screen and hire instructors, helping schools schedule small-group and 1-1 instruction sessions and providing recommendations on grouping students together for small-group instructions. The provider will also work with schools to schedule in-person orientations with school and district staff.

The provider will administer comprehensive initial trainings for the instructors hired to deliver Strategy 1 and/or Strategy 2, as described in Section A.3, with trainings for Strategy 1 occurring separately from trainings for Strategy 2. As part of this task, the provider shall conduct any orientation and training necessary for its own staff to ensure that they are fully qualified to provide formal group training and ongoing monitoring and support, and to ensure that they understand the study. For budgeting purposes, the provider should assume that (a) there will be one group initial training held in Washington, DC for Strategy 1, and two separate initial trainings held in Washington, DC, for Strategy 2; (b) new instructors will be hired by districts and the study team to replace approximately 5 percent of instructors each year; and (c) provider staff will travel to districts to administer comprehensive initial trainings as these new instructors are onboarded. Within three days after each comprehensive initial training is administered, the provider shall submit a completion record to the study team indicating dates, times, and attendees (with information broken out by training module or session, as applicable).

Shortly after training the instructors, the provider shall administer an orientation for school and district staff who are already involved in transition planning with whom the instructor will need to coordinate, as described in Section A.3. For budgeting purposes, the provider should assume that there will be one orientation event for all relevant school/district staff in each of the 16 participating districts, with provider staff traveling to each district to administer the training in person. The provider should also plan for orientation trainings to include some school-specific components (e.g., by including breakout sessions for staff in each school). Within three days after each orientation is administered, the provider shall submit a completion record to the

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<sup>7</sup> These budgeting parameters are based on assumed caseloads of 38 students/parents per instructor for Strategy 1 and 23 students/parents per instructor for Strategy 2.

study team indicating dates, times, and attendees (with information broken out by training module or session, as applicable). The provider will also record each orientation and make the recording available for school/district staff who are unable to attend or are hired after the live training session is held. In addition, the provider should plan for instructors delivering the program(s) in each district to attend the district-specific orientation.

Following the trainings and orientations, provider staff will conduct an implementation readiness visit to each district to help instructors and schools finalize preparations and begin delivering the program(s), as described in Section A.3. The provider should assume one implementation readiness visit to each participating district to spend at least a half-day working with each instructor (16 trips total, lasting on average 1 day for Strategy 1, and 1.5 days for Strategy 2). The provider shall submit a site visit summary within 10 working days after each visit, highlighting the level of preparedness instructor(s) and school staff, and outlining recommendations for additional supports, as needed.

**Deliverables:** Completion records for initial instructor trainings  
Completion records for school/district staff orientations  
Recorded version of school/district staff orientations  
Site-specific summary of implementation readiness visits to each district

## **6.2. Additional Trainings (Summer/Fall 2023)**

Prior to the 2023-24 school year the provider will conduct booster trainings for instructors. As indicated in Section A.3., these trainings may cover some of the topics addressed by initial trainings or new topics that emerge during implementation. These trainings will occur in Washington, D.C. For budgeting purposes, the provider should assume there will be one training held in Washington, D.C., for Strategy 1, and two separate trainings held in Washington, D.C., for Strategy 2. Within three days after each booster training is administered, the provider shall submit a completion record to the study team indicating dates, times, and attendees (with information broken out by training module or session, as applicable).

The provider will also hold a second round orientation for school/district staff involved in transition planning with whom the instructor will need to coordinate. Although these trainings will focus on school/district staff who were hired after Fall 2022, they should be open to school/district staff who attended an orientation in Fall 2022 but wish to receive a refresher. For budgeting purposes, the provider should assume that there will be one orientation event for each of the 16 participating districts conducted virtually. Within three days after each second-round orientation is administered, the provider shall submit a completion record to the study team indicating dates, times, and attendees (with information broken out by training module or session, as applicable).

**Deliverables:** Completion records for booster trainings for instructors  
Completion records for second round of school/district staff orientations

### **6.3. Ongoing Monitoring and Technical Assistance**

The provider shall monitor implementation and deliver ongoing technical assistance to guide instructors in maintaining fidelity. These activities will occur during late Fall 2022, Spring 2023, Summer 2023 (Strategy 2 only), Fall 2023, and Spring 2024.

As described in Section A.3., the provider will collect, organize, and review program logs that instructors complete. The provider may also propose to collect additional information to assess or monitor fidelity related to the specific program(s) that the provider will support. The provider must use a secure recordkeeping system to store program logs and other related data in a way that minimizes the risk of disclosing confidential student information. If the provider does not already have such a recordkeeping system in place, AIR can set up an online portal to store forms and related data.

The provider should also monitor implementation by conducting at least 1 site visit to each participating district each of the following semesters: Spring 2023, Fall 2023, and Spring 2024. During the site visits, provider staff will spend at least one day working with each instructor to provide tailored technical assistance and one day observing key implementation activities described in Section A.3. During the site visits, provider staff will also use on-site assessment forms (as refined under Task 4) to measure whether the Strategy 1 and/or Strategy 2 activities are being carried out as intended. For budgeting purposes, the provider should assume 16 trips per semester, with provider staff staying in each district for two days for Strategy 1 and three days for strategy 3.

The provider will hold regular check-in meetings with each instructor to provide technical assistance that supports implementation with fidelity, as described in Section A.3, including helping instructors address the needs of specific students for program-related supports and accommodations. The provider shall also be available to meet virtually with or respond by email to instructors to provide additional technical assistance, as needed. The provider should consider other methods of delivering related supports, such as monthly webinars between site visits. The provider will use information from the instructor logs and on-site assessments to inform technical assistance activities.

The provider shall supply data on these implementation support activities to the study team on a regular basis. The provider will make the data from the instructor logs available to the study team at the end of each month. The provider will also submit the collected on-site assessment data to the study team within one week after each site visit. All data will be submitted in comma-delimited or Excel files that are encrypted with appropriate password protection. Additionally, the provider staff will record their activities related to providing ongoing technical assistance to instructors into logs administered by the study team. The logs will capture information such as the number of regular check-in meetings with instructors, number of ad-hoc meetings to provide additional technical assistance, time spent with instructors and

activities observed during site visits, frequent topics covered by technical assistance, etc.), and any challenges observed across the schools/districts they support.

- Deliverables:** Instructor log data  
 On-site assessment data from site visits  
 Provider logs to record technical assistance activities

**Task 7. Project Management**

To support effective implementation and comply with necessary study reporting requirements, the provider shall participate in regular, weekly meetings with the study team during the implementation period. 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 describe any challenges encountered and corresponding solutions documented under Task 6; (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.

- Deliverables:** Weekly meetings during implementation period  
 Monthly progress reports

**Exhibit B2. Schedule of Deliverables**

Deliverable	Description	Date
<b>Task 1. Project Kickoff</b>		
Provider’s existing program-related materials	Delivery of three copies of all existing materials that providers will use to define and support programs for Strategy 1 and/or Strategy 2	Within 3 working days after the contract award date
Summary of the kickoff meeting	Memo summarizing the kickoff meeting	Within 10 working days after the kickoff meeting
<b>Task 2. Support for Recruitment and Enrollment</b>		
Draft program brochure	Draft brochure that describes the features of the Strategy 1 and/or Strategy 2, and the training and supports instructors and school staff will receive	Within 2 weeks after the contract award date
Final program brochure	Final brochure that addresses feedback from the study team and ED	Within 2 weeks after study team and ED feedback
Initial FAQ	Document that addresses questions that district and school leaders may have about Strategy 1 and/or Strategy 2	Within 2 weeks after the contract award date

Deliverable	Description	Date
Revised FAQ	Revised FAQ that addresses feedback from the study team and ED	Within 2 weeks after study team and ED feedback
Draft script for webinar	Draft script of the webinar that will present what participants would experience if they enroll in Strategy 1 and/or Strategy 2	Within 6 weeks after the contract award date
Final script for webinar	Final script of the webinar that addresses feedback from the study team and ED	Within 5 working days after study team and ED feedback
Recorded webinar	Recorded webinar about the program(s) that AIR can share with districts/schools	Within two weeks after acceptance of the final script
Draft one-pager(s) for students and parents	Draft one pager(s) that provide an overview of what students will learn and do in the program, along with the potential benefits of participation.	Within 17 weeks after the contract award date
Final one-pager(s) for students and parents	Final one pager(s) that that addresses feedback from the study team and ED	Within 5 working days after study team and ED feedback
Criteria for districts to use when hiring instructors	Recommended criteria for districts to use when hiring instructors, in a checklist format	Within 19 weeks after the contract award date
<b>Task 3. Refinement of Program Activities and Materials to Help Schools Put Strategy 1 and/or Strategy 2 into Place</b>		
Updated plan	Draft of the updated plan of program activities and supporting materials, incorporating early feedback from the study team and ED	Within 10 weeks after the contract award date
Revised plan	Revised plan addressing feedback from the study team and ED	Within 16 weeks after the contract award date
District-specific supplemental program materials	Supplemental program materials for each district containing information about local transition planning resources; for Strategy 2, these should include a community resource list for each district	August 31, 2022
<b>Task 4. Refinement of Detailed Plans for Training and Implementation Support (As Needed)</b>		
Updated plans	Draft of the updated plans for training and implementation support, incorporating early feedback from the study team and ED	Within 21 weeks after the contract award date
Revised plans	Revised plans addressing additional feedback from the study team	Within 30 weeks after the contract award date
<b>Task 5. Finalized Staffing and Management Plans</b>		
District-specific plans	Plans that describe, for each district, which provider staff who will administer each training session, support each district throughout the study, and supervise other provider staff	Within one week of each district confirming participation in the study
Final plan	A final and complete plan includes staffing and management information across all participating districts	August 1, 2022
<b>Task 6.1. Preparation and Initial Trainings</b>		

Deliverable	Description	Date
Completion records for initial instructor trainings	Completion record indicating dates, times, and attendees (with information broken out by training module or session, as applicable)	Within 3 days after each group training in Summer/Fall 2022 and after as-needed trainings when new instructors are onboarded
Completion records for school/district staff orientation	Completion record indicating dates, times, and attendees (with information broken out by training module or session, as applicable)	Within 3 days after each orientation is administered in Summer/Fall 2022
Recorded version of school/district staff orientation	Recording of made available for school/district staff who are unable to attend live trainings or are new hires, as well as for program instructors	Within 3 days after conducting the live training for staff in each district
Site-specific summary of implementation readiness visits to each district	Summary of work with instructors and school staff, highlighting level of preparedness and outlining recommendations for additional supports as needed	Withing 10 days after completing each site visit in Fall 2022
<b>Task 6.2. Additional Trainings</b>		
Completion records for booster trainings for instructors	Completion record indicating dates, times, and attendees (with information broken out by training module or session, as applicable)	Within 3 days after each booster training is administered in Summer/Fall 2023
Completion records for second round of school/district staff orientation	Completion record indicating dates, times, and attendees (with information broken out by training module or session, as applicable)	Within 3 days after each orientation is administered in Summer/Fall 2023
<b>Task 6.3. Ongoing Monitoring and Technical Assistance</b>		
Instructor log data	Log data recording instructors' work with students and parents; delivered in csv, xlsx, or equivalent format	End of each month during implementation
On-site assessment data from site visits	Assessment of program implementation obtained from site visits; delivered in in csv, xlsx, or equivalent format	Within 1 week after each site visit
Provider logs to record technical assistance activities	Log data recording providers' work to deliver technical assistance to instructors, as well as information about challenges observed; delivered in csv, xlsx, or equivalent format files that are encrypted and password protected	End of each month during implementation
<b>Task 7. Project Management</b>		
Weekly meetings during implementation period	Virtual meeting (e.g., phone or online meeting platform)	Weekly during implementation
Monthly progress reports	Report summarizing activities and accomplishments, challenges and solutions, deviations from plans, and required input from study team or ED	By the 10th of each month

## B.2. Roles and Responsibilities of the Study Team and the Selected Provider

This section summarizes the roles and responsibilities of the study team and the selected provider.

### *Study Team Responsibilities (AIR/UNCC/SPRA/QIP)*

- **Coordination.** The study team will support the provider and districts in coordinating the training activities across sites as necessary, providing support in scheduling trainings for Strategy 1 and/or Strategy 2, locating and contracting facilities, inviting participants, and monitoring and tracking participation.
- **Support of school and district staff time.** The study team will be responsible for the cost of school and district staff time associated with evaluation activities (for example, survey completion and survey administration). The study team will also cover any district or school staff time in trainings.
- **Support for hiring instructors.** The study team will support district staff in screening applicants and will be responsible for paying instructor salaries and lodging and travel costs for trainings.
- **District and school recruitment.** The study team will select the districts and schools that will receive Strategy 1 and/or Strategy 2 as part of the project.
- **Enrollment of students.** The study team will be responsible for working with districts and schools to enroll students, including obtaining consent for study participation from students and their parents.
- **Random assignment of students.** The study team will randomly assign students to receive Strategy 1, Strategy 2, or the typical district and school transition activities (business as usual).
- **Data collection for the study.** The study team will collect independent data on the implementation of Strategy 1 and Strategy 2, sample characteristics, and all study outcomes.
- **Analysis and reporting.** The study team will conduct all analyses and draft all reports.

### *Provider Responsibilities*

- **Definition of programs for Strategy 1 and/or Strategy 2.** The provider will detail the program for delivering Strategy 1 and/or Strategy 2, including the plans for activities, materials, and other specific supports, as well as guidance for instructors on program delivery, that align with the specifications set out in this RFP.
- **Provision of Strategy 1 and/or Strategy 2 information.** The provider will assist the study team in sharing information about Strategy 1 and/or Strategy 2 and their training and support plans with potential districts and schools during recruitment by developing a

program brochure, an FAQ, a recorded webinar, as well as participating in recruitment phone calls. The provider will also assist the study team’s efforts to communicate with students and parents about the program(s) by producing one-page description of the program(s).

- **Provision of input on instructor recruitment.** The provider will assist the study team and study districts in selecting instructors for delivery of the proposed programs by developing selection criteria and providing additional input as needed.
- **Cost of Strategy 1 and/or Strategy 2 programs.** The provider will monitor the cost of Strategy 1 and/or Strategy 2 program materials, trainings, and ongoing technical assistance, and record any additional costs incurred for implementing Strategy 1 and/or Strategy 2.
- **Preparation activities.** The provider will conduct the preparation activities with districts and schools described in Task 6.1 and section A.3.
- **Training and implementation support.** The provider will design the training, prepare materials, and provide the training and support as described in Tasks 6.1, 6.2, and 6.3.
- **Provider staff time and travel.** The provider will pay for the cost of transportation and lodging of its own training staff, as well as any provider staff time.
- **Collection of information to monitor implementation fidelity and guide ongoing support.** The provider will collect information on Strategy 1 and/or Strategy 2 implementation fidelity in each of the participating treatment schools to inform ongoing technical assistance.
- **Provision of implementation data to the study team.** The provider will deliver all implementation data collected from instructor logs and on-site assessments to the study team. Additionally, providers will enter data into provider logs administered by the study team to support an additional layer of implementation fidelity monitoring.

## C. Instructions to Providers

This section contains direction on the content, organization, and format of the technical and business sections of the proposal. Each provider may propose to define and support programs for Strategy 1, Strategy 2, or both.<sup>8</sup>

### C.1. General Instructions

The provider is encouraged to submit its best offer because it may not have an opportunity to revise its proposal, and the award may be made without discussion. Each offer should consist of **two separately packaged proposals**: a technical proposal and a business proposal. All information necessary to judge the technical soundness, staffing, and management capabilities

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<sup>8</sup> Although the two strategies will be offered in every study school (to students randomly assigned to each strategy), the study team and ED may select different entities to provide each strategy. That is, the selected provider(s) for Strategy 1 may differ from the selected provider(s) for Strategy 2.

of the provider should be contained in the technical proposal, other than letters of reference (which must be submitted separately). The technical proposal must not refer to pricing data.

Exhibit C1 displays key dates related to the proposal and provider selection process, as described in the subsections that follow. Section D contains additional guidance on how to structure the technical proposal, including the page limit. Section E contains additional guidance on how to structure the business proposal, which has no page limit.

### Exhibit C1. Dates for Key Steps in the Proposal and Provider Selection Process

Step	Date
RFP released on project website	August 6, 2021
Questions about RFP submitted to <a href="mailto:TransitionSupportsStudy@air.org">TransitionSupportsStudy@air.org</a>	August 20, 2021
Letter of intent to bid submitted to <a href="mailto:TransitionSupportsStudy@air.org">TransitionSupportsStudy@air.org</a>	August 20, 2021, by 5:00 pm Eastern
Responses to RFP questions posted on project website	August 27, 2021
Proposals and letters of reference submitted to <a href="mailto:TransitionSupportsStudy@air.org">TransitionSupportsStudy@air.org</a>	October 1, 2021, by 5:00 pm Eastern
Review of written proposals	October 2021
In-person presentations by selected finalists	November 2021
Award date (estimated)	December 1, 2021

### C.2. Questions

A copy of this RFP and related documents will be available at the following website: <https://www.air.org/page/training-and-implementation-support-provider-opportunity-transition-supports-youth-disabilities>. Questions regarding this RFP should be sent to Dr. Seth Brown (Deputy Project Director, Transitions Supports for Youth with Disabilities) at [TransitionSupportsStudy@air.org](mailto:TransitionSupportsStudy@air.org), no later than August 20, 2021. Responses to technical questions will be provided online on the website for the RFP (referenced above) no later than August 27, 2021. It is the responsibility of providers to check this website regularly to see if questions and answers have been appended to the RFP. Any amendments to this RFP will be provided in writing at AIR’s website in the link above.

### C.3. Intent to Bid

Entities interested in responding to RFP should submit a letter of intent by email to Dr. Seth Brown at [TransitionSupportsStudy@air.org](mailto:TransitionSupportsStudy@air.org), no later than 5:00 p.m. Eastern Time on August 20, 2021. In this letter, please state your intent to submit a proposal, whether you are intending to provide Strategy 1, Strategy 2, or both, and the names of your organization and any partnering organizations, if known. Failure to submit an intent to bid will **not** disqualify providers from consideration; however, submission of an intent to bid is strongly encouraged.

## C.4 Proposal Submission

Electronic versions of the technical and business proposals must be submitted to Dr. Seth Brown at [TransitionSupportsStudy@air.org](mailto:TransitionSupportsStudy@air.org) no later than 5 p.m. Eastern Time on Friday, October 1, 2021. Offers received after the official deadline for proposal submission will not be considered.

The anticipated award date is December 1, 2021.

## C.5. Minimum Qualifications

The expert review panel will review only complete proposals received by **5:00 p.m. Eastern Time on October 1, 2021**. Incomplete proposals will not be considered.

## C.6. Technical Proposal Review Criteria

Technical proposals that meet minimum requirements will be evaluated against the criteria specified in Exhibit C1. Each criterion will be weighted as indicated in Exhibit C1, for a total of 100 points.

### Exhibit C2. Technical Review Criteria

Criterion	Description	Points
<b>Quality of proposed program, trainings, and supports</b>	Proposals will be evaluated based on the soundness of the proposed program model for Strategy 1 and/or Strategy 2, including alignment with RFP specifications and a clearly articulated rationale for proposed activities and materials; and the comprehensiveness, coherence, and intensity of proposed training and implementation supports for the program model, including a clearly articulated rationale for the proposed practices.	40
<b>Research supporting proposed approach(es)</b>	Proposals will be judged on basis of the research findings presented to support proposed program activities and materials, proposed training and implementation support activities, and their influence on relevant outcomes.	10
<b>Staff qualifications</b>	Proposals will be evaluated on the basis of the inclusion of a well-developed staffing plan in which staff qualifications match staff responsibilities, staff members have adequate breadth and depth of experience, and the proposed time commitments of staff are adequate for the proposed work.	25
<b>Organizational capabilities and experience</b>	Proposals will be evaluated on the basis of demonstrated organizational experience in providing similar training and implementation support activities in school districts, and capacity to provide the training and implementation support activities for instructors delivering the provider's program model at the scale required by the study.	10
<b>Management plan</b>	Proposals will be evaluated on the basis of the inclusion of a credible plan for management and oversight.	15

## C.7. Proposal Review Process

Proposals will undergo a three-stage review process:

- In the first stage, the study team will review proposals to ensure that they are complete. Any incomplete proposals will not move on to the second stage.
- In the second stage, on the basis of the above evaluation criteria, AIR, in consultation with ED and an expert review panel, will select up to four finalists to present their training and support models for the study.
- In the third stage, finalists will give in-person presentations at AIR in the Washington, DC area, after which the expert review panel will make a recommendation for award.

Subsequently, AIR, in consultation with ED and an expert review panel, will select at least one provider to implement each Strategy in the study.

Costs will be evaluated for congruence with the quality of the proposed work. The total project budget is \$3,000,000, which will be subdivided between providers of Strategy 1 and/or Strategy 2. Strong proposals will have a realistic budget for each of the tasks, with a detailed budget justification.

Price will be a factor in selection; however, quality factors are more important than price. The study team and ED will determine whether the difference in quality justifies the difference in price.

## C.8. Incurred Expenses

Any effort expended and any costs or expenses incurred by the provider to prepare and submit a proposal in response to this RFP shall be the sole responsibility of the provider. There is no obligation for AIR to cover any such provider costs incurred as a result of this RFP.

However, should the provider be chosen to provide an in-person presentation, AIR will pay for associated travel costs (i.e., airfare, ground transportation, and one night of lodging).

## C.9. Contract Structure and Budget

ED is funding the study through a contract with AIR. AIR will fund the training through a subcontract to the selected provider(s) and will manage this subcontract. The subcontract will be structured as firm fixed-price, with payments tied to acceptance of deliverables. Specific provisions from AIR's contract with ED that must be also included in the subcontract are included as Appendix A of this RFP.

The maximum funding available across strategies and provider(s) is \$3,000,000, as noted above. (Note: this amount does not include the cost of the instructors' salaries, which will be paid for by AIR.) Due to the additional intensity of and activities in Strategy 2, the study team and ED expect that the cost of providing Strategy 2 will be greater than the cost of providing Strategy 1.

## D. Content and Organization of the Technical Proposal

### D.1 General Instructions

The technical proposal must include enough detail so that an expert review panel can effectively assess the technical quality of the provider's approach(es) to defining the materials and activities and supplying training and implementation supports for Strategy 1 and/or Strategy 2. **Simply restating the requirements of this RFP will not be sufficient.** The proposal must include details demonstrating how the provider will meet these requirements. Any proposal that fails to do so may be disqualified from further consideration.

The technical proposal must also demonstrate the provider's knowledge, capacity, and experience relevant to:

- Building self-determination skills among youth with a range of post-school goals, as well as a diverse set of needs for disability-related supports and accommodations;
- Transition planning, and connecting that with the IEP process;
- Helping students participate more effectively (or at higher rates) in transition goal-related activities (for Strategy 2 only);
- Engaging with parents of students with disabilities, to effectively support their involvement in the student's transition process.
- Providing high-quality training and ongoing monitoring and support to on-the-ground delivery staff

More detailed guidance on how to structure the technical proposal follows in Section D.2.

The technical proposal (text plus all figures, charts, tables, and diagrams) has a limit of 30 single-sided pages for a provider bidding on Strategy 1 only, 38 pages for a provider bidding on Strategy 2 only, and 45 pages for a provider bidding on *both* strategies. Any references cited should be included in **Appendix A**; this appendix, other specified appendices, and additional exceptions noted below will not count toward the page limit. Text that comes after the page limit (excluding appendices and other exceptions) will not be reviewed.

All text must be double-spaced, 12-point Times New Roman font with standard character spacing; exhibits can 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 1-inch margin along all four sides.

### D.2 Content and Organization of Technical Proposal

The technical proposal should include content and be organized as described below.

### ***D.2.1. Title Page***

The title page must include (at a minimum) the name of the provider or provider team; the name, title, and contact information of the proposal author or authors; and contact information for a person with authority to negotiate for the provider. The title page must also indicate clearly whether the provider is proposing to define and support programs for Strategy 1, Strategy 2, or both. This page does not count toward the page limit.

### ***D.2.2. Table of Contents***

The table of contents should provide an easy means to locate each section of the proposal, and it does not count toward the page limit.

### ***D.2.3. Introduction***

The introduction should briefly present the provider's understanding of the goals, processes, and products of the project; its approach to operationalizing the components of Strategy 1 and/or Strategy 2; and its approach to providing training and supports to instructors and relevant school and district staff. If a provider team (e.g., of collaborating organizations) submits the proposal, the introduction should also include a short description of team members and their roles.

### ***D.2.4. Program Activities and Materials for Strategy 1 and/or Strategy 2***

This section should describe in detail the provider's proposed programs for instructors to deliver Strategy 1 and/or Strategy 2. Proposals must include one subsection for each strategy the provider is proposing, describing in each subsection the detailed program activities and materials that the provider proposes for putting the given strategy(ies) in place in high schools. A provider bidding on both strategies may use the second subsection to describe how its approach to Strategy 2 builds on its approach to Strategy 1 (using the first subsection as a reference point), or the second subsection may be structured as a self-contained description of Strategy 2 if desired.

The subsection(s) must contain detailed plans that reflect the RFP's requirements for the core components and delivery specifications (Section A.2).<sup>9</sup> Proposals shall include additional information about the following topics *for each core component*: the activities that instructors and students will complete and the materials to be used by instructors, students, and parents, as well as any other specific supports that instructors will deliver to students and parents. (Examples of proposed materials should be included in **Appendix B.**)

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<sup>9</sup> Providers should use these specifications as a starting point to guide their approach to deliver Strategy 1/and or Strategy 2, and may suggest improvements to the specifications along with a justification of the merits of these alternative approaches.

Within the subsection(s) for each strategy, proposals must clearly discuss the provider's specific plans for addressing the following issues related to delivery of the core components.

- **Support to develop self-determination skills**
  - *Sequencing and format for instruction to cover the required skills, topics, and activities over the 3-semester instruction period.* The provider should discuss how instruction will be guided by an established curriculum or a structured program of activities related to self-determination and transition planning, as well as related materials (e.g., manuals, guidebooks, worksheets, forms, handouts, etc.). This discussion should also indicate which skills, activities, or topics will be addressed via small-group instruction, and those that will be addressed via 1-1 instruction.
- **Support for applying self-determination skills to transition planning**
  - *Protocol for instructors to communicate/coordinate with school and district staff involved in the IEP and transition planning process.* The provider should discuss plans to structure the exchange of information between instructors and school/district staff in a way that effectively supports delivery of Strategy 1 and/or Strategy 2. The discussion should also cover planned strategies for engaging with, and obtaining buy-in from, school leaders and key special education staff. In addition, the discussion should describe how the protocol will, to the extent feasible, limit how interactions with instructors affect the standard practices used by school/district transition staff.
- **Supports to help students engage in transition activities (Strategy 2 only)**
  - *Framework for helping students engage in specific activities related to transition goals.* The provider should discuss specific approaches that instructors will use to help students identify activities aligned with their individualized goals, interests, and capacities; and develop and execute a plan to participate in goal-related transition activities over three semesters and one summer. This discussion should also describe materials that can guide instructors' decisions about whether and how to participate in specific activities with students and/or facilitate participation via active referrals.

Further, within the subsection(s) for each strategy, proposals must also clearly discuss the provider's specific plans for addressing the following cross-cutting issues:

- *Protocol to guide differentiation and individualization of instructors' work with a range of students, while maintaining replicability within the delivery specifications.* Strategies 1 and 2 must serve YWD with a range of post-school goals, as well as a diverse set of needs for disability-related supports and accommodations. The provider's discussion should therefore include information about a planned protocol for instructors to identify students who need additional support (which may include disability accommodations), determine which type(s) of additional support to provide such students, and determine how many additional hours (beyond the minimums in Exhibit A3) that instructors should spend when providing such support.

- *Approach to tailoring instruction and activities based on local context.* The provider should discuss plans for ensuring that instructional practices and materials are culturally responsive and suitable for students from diverse backgrounds. This discussion should also include details about the framework or materials which instructors will use to help students across a range of community contexts (including schools/districts with limited resources or in rural areas) identify and make use of relevant local transition planning resources and (for Strategy 2) other community resources that allow students to engage in goal-aligned transition activities.
- *Approach to engaging productively with a range of different parents.* The provider should discuss anticipated challenges in engaging parents, particularly during initial planning of instructors' work with students and parents. The provider should also articulate a set of strategies (and related materials) that can allow instructors to communicate and develop effective relationships with parents to support students across all core components of Strategy 1 and/or Strategy 2. These strategies should include options to help instructors connect with parents that differ in background, culture, preferred communication modes, and time constraints. Related materials should provide guidance to help instructors select specific options and determine how much time to allocate for work with each student's parents (accounting for tradeoffs between such work and other program activities).

Finally, this section of the proposal must include a justification for the program activities, materials, and other supports that the provider is proposing. This may be included in the subsection(s) for each strategy or as a standalone subsection. This justification must explain how the overall set of program activities and materials for Strategy 1 and/or Strategy 2 will ultimately lead to improved post-school outcomes for YWD, expanding on the theory of action in Exhibit A1. The justification must also state whether the proposed activities and materials are based on research findings and/or recommendations offered by leading technical assistance organizations. The provider shall supply relevant references in **Appendix A**, including links to relevant documents available online via research and evaluation clearinghouses, technical assistance centers, and the provider's website (as applicable). The provider will include more information about the research basis for the proposed approach(es) in Section D.2.6.

#### ***D.2.5. Trainings and Implementation Supports for Strategy 1 and/or 2***

This section should articulate a detailed plan for training and implementation supports that adheres to the minimum requirements listed in Section A.3. Proposals must include one subsection for each strategy the provider is proposing, describing in each subsection the provider's approach to training and implementation supports for the given strategy. A provider bidding on both strategies may use the second subsection to describe how its approach to Strategy 2 builds on its approach to Strategy 1 (using the first subsection as a reference point), or the second subsection may be structured as a self-contained description of Strategy 2 if desired.

The subsection(s) shall describe the purpose, type, content, sequence, and timeline of proposed trainings and implementation support activities and should address how these elements will enable instructors to implement Strategy 1 and/or Strategy 2 with fidelity. (Section A.3 also contains suggested durations for training, but the provider may propose alternative durations.) The subsection(s) shall also describe any materials (including slides, fidelity instruments, tracking forms, tools to guide on-site assessments, etc.), procedures, and protocols proposed for providing such training and implementation support. The subsection(s) should also explain the provider’s plans for consistently delivering training and supports at the scale and scope required for the study. Examples of proposed materials should be included in **Appendix C** (see Section D.2.11 for more details).

The subsection(s) must also clearly discuss how the proposed training and implementation supports will help address the issues highlighted previously in Section D.2.4. That is, the subsection(s) should explain how these training and implementation supports will help instructors (a) use the provider’s proposed curriculum or program of activities when they teach self-determination skills; (b) engage in appropriate communication and coordination with school/district staff; (c) help students identify and select goal-related transition activities (for Strategy 2); (d) differentiate and individualize instructors’ work with a range of students; (e) tailor instruction and activities based on local context; and (f) engage productively with a range of different parents.

In addition, the subsection(s) must indicate which elements of the provider’s training and implementation supports are derived from existing programs and materials, as well as whether these elements have been previously implemented as a combined package versus being newly combined for this project. If proposing a package of previously implemented training and supports, providers must clearly justify how this package will facilitate implementation of Strategy 1 and/or Strategy 2. If some elements of training and supports are new or being newly combined for this project, this section should provide justify using and combining these elements and articulate how they will form a coordinated and cohesive system.

The justifications noted in the previous paragraph must state whether the proposed activities and materials are based on findings from the research literature and/or recommendations from leading training and program support providers. This discussion may be included in the subsection(s) for each strategy or as a standalone subsection. The providers shall supply relevant references in **Appendix A**, including links to relevant documents available online via research and evaluation clearinghouses, technical assistance centers, and the provider’s website (as applicable). Providers will include more information about the research basis for the proposed approach(es) in Section D.2.6.

### ***D.2.6. Research Supporting Proposed Approach(es)***

In this section, the provider shall briefly describe research previously cited to justify the approach(es) described in Sections D.2.4 and D.2.5. The section should include:

- A brief summary of no more than five research studies that have examined the proposed program activities and materials, including findings that support the linkage between critical elements of the program activities/materials and key outcomes presented in the theory of action (Exhibit A1).
- A brief summary of no more than five research studies that have examined the proposed training and implementation support practices, including published findings indicating effectiveness in bolstering implementation fidelity or leading to high-quality professional development among adult learners and/or program staff working with YWD.

If the proposal has cited more than five research studies in Sections D.2.4 and/or D.2.5, then the provider should select the *strongest studies* to summarize in this section.

### **D.2.7. Statement of Work**

This section should provide a detailed discussion of the way the provider will complete each required task and deliverable specified in this RFP. As appropriate, the section should clarify the details of provider’s proposed work that apply to Strategy 1, Strategy 2, and/or both strategies.

The statement of work should build on the description of each task presented in Section B.1 of the RFP. The section should discuss *procedural and logistical issues* related to completing the task, as well as anticipated challenges and proposed solutions. (This discussion may cross-reference information about the topics, sequencing, and timing of training and implementation support presented in Section D.2.5 of the proposal, rather than repeating such details in this section.) The section should also contain a description of the types of provider staff who will play a major role in the task, as well as the expertise and experience providers will draw on to effectively conduct the work for each task.

### **D.2.8. Management Plan**

This section should detail the overall management plan, including lines of authority, coordination, and communication within the provider organization or organizations. As appropriate, the section should clarify the details of their plan that apply to Strategy 1, Strategy 2, and/or both strategies.

If the proposal is submitted by a team, the section must include a clear description of each organization’s roles and responsibilities and plans for communicating, monitoring, managing, and ensuring quality across organizations. This section should also describe any past experience of staff working together on similar projects.

Providers should submit an organization chart identifying all key personnel, including staff and consultants, by name, title, and position in the project’s management structure. This chart should clearly depict the lines of authority and responsibility for all staff and organizations involved in this training. This section also should 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. The chart must identify the staff responsible for each task.

### ***D.2.9. Staff Qualifications***

This section should include brief descriptions of the qualifications of key personnel, including trainers, staff providing direct support to instructors and conducting site visits, and staff who will tailor materials and support according to the local context of each district. As appropriate, the section should distinguish between key personnel who will work on activities related to Strategy 1, Strategy 2, and/or both strategies.

Descriptions of staff qualifications must explain how the education and experience of key personnel will meet the requirements of the contract. All proposed staff must have demonstrated ability to meet deadlines, conduct high-quality training, and keep the study team informed of and involved in major decisions or events that are likely to affect the training. This section should also include the proposed hours of each staff person, by task, and should describe the specific responsibilities of each staff person.

The résumés of the key personnel, including trainers and staff providing direct support to schools and conducting site visits, should be included in **Appendix D**. Résumés of proposed key staff are limited to **four pages each**. Résumés should include prior experience relevant to proposed roles for this project as well as descriptions of the scale/scope of work conducted, and the specific role played by the staff.

### ***D.2.10. Organizational Capabilities and Experience***

This section should demonstrate that the provider has sufficient staff, organizational resources, and past experience to deliver the proposed trainings and support. As appropriate, the section should distinguish between capabilities/experience related to Strategy 1, Strategy 2, and/or both strategies. If the proposal is submitted by a team, this section must include a clear description of each organization's capabilities and experience.

This section should describe the provider's experience with similar projects and discuss anticipated training and implementation challenges and provider's capacity to solve them. The provider should include a description of current or recent (within 3 years) work similar to the requirements of this project in **Appendix E**. The list should include a description of the current or completed work, the duration of the work, the dates when the work was completed, and a list of schools/districts (or other youth-serving offices/agencies) in which the work occurred.

The provider should ask three individuals or organizations to submit letters of reference. The letters should include a brief description of the work/project and the relationship with the person/organization providing the reference, as well as current contact information. Providers should not include letters of reference in their application package, rather they should be sent separately and directly from the individuals or organizations providing a reference.

The letters should be sent directly to AIR by no later than **October 1, 2021, 5 p.m. Eastern Time**, to Dr. Seth Brown at [TransitionSupportsStudy@air.org](mailto:TransitionSupportsStudy@air.org).

### ***D.2.11. Appendices***

The following appendices will not count toward the page limit for the technical proposal:

- **Appendix A. References.** A list of references cited, including links to relevant documents available online via research and evaluation clearinghouses and technical assistance centers (as applicable). No page limit.
- **Appendix B. Examples of Proposed Materials for Program Delivery.** Examples of materials for instructors, students, and parents that providers propose to use for the purposes of delivering Strategy 1 and/or Strategy 2. Limited to 15 pages for a provider bidding on Strategy 1 only, and 20 pages for a provider bidding on Strategy 2 only or bidding on both strategies.
- **Appendix C. Examples of Proposed Materials for Training and Implementation Support.** Examples of slides, fidelity instruments, tracking forms, tools to guide on-site assessments, etc., that providers propose to use when administering training or deploying implementation supports. Limited to 15 pages for a provider bidding on Strategy 1 only, and 20 pages for a provider bidding on Strategy 2 only or bidding on both strategies.
- **Appendix D. Résumés for Key Personnel.** Résumés for trainers, staff providing direct support to instructors and conducting site visits, and staff who will tailor materials and support according to the local context of each district. Each résumé is limited to four pages.
- **Appendix E. Recent Examples of Similar Work.** Description of current or recent (within 3 years) work similar to the requirements of this project, including the duration and dates of work, and a list of schools/districts (or other youth-serving offices/agencies) in which the work occurred. Limited to 10 pages.

## **E. Content and Organization of the Business Proposal**

### **E.1 General Instructions**

The provider's business proposal shall be consistent with the technical proposal with respect to the number of districts, schools, and students estimated to participate in the study. The business proposal does not have a page limit. The provider should supply a detailed budget narrative. All text must be double-spaced, 12-point Times New Roman font with standard character spacing; exhibits can 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 1-inch margin along all four sides.

### **E.1 Required Information for the Business Proposal**

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

- **Organization’s legal name, address; business point of contact; TIN number, DUNS number, and any applicable small or disadvantaged business status(es) as defined by the US Small Business Administration.** Certification of current CCR/SAMS registration. Certification of cost pricing information of cost pricing information as consistent with the Federal Acquisition Regulation (FAR).
- **An itemized statement of the total costs that will be incurred by the provider in carrying out the requirements of this RFP.** Total costs should cover all tasks and deliverables described in this RFP, broken out by task and subtask. The provider should include the cost of Strategy 1 and/or Strategy 2 program materials, trainings, and ongoing technical assistance in their proposed budget. These costs should include the salaries and expenses of trainers and other support staff; expenses to refine, print, and ship all materials and products used to support the delivery of Strategy 1 and/or Strategy 2; expenses to refine and print training materials; expenses for travel of trainers and support staff to sites, including air fare, ground transportation, hotel, and meals; and expenses to refine and deploy all proposed implementation supports. *The budget should not include the costs of instructors, school or district staff labor for attending trainings, participants’ meals, or training facilities. These costs will be paid by AIR.*
- **Budget narrative.** Providers should provide a detailed budget narrative of all costs proposed. The narrative should include sufficient detail to explain the way all costs were derived.
- **Payment schedule.** Providers must include a payment schedule based on the deliverables listed in Exhibit B2.
- **W-9 form and “Simplified Representations & Certifications and Vendor Profile Form”** (each form is available on the [website](#) for this RFP). Providers must complete these forms.
- **Personnel and organizational conflict of interest forms** (each form is available on the [website](#) for this RFP). Each named key person must complete a conflict of interest form (Personal and Outside Interest Disclosure Form). In addition, an organizational conflict of interest form (Subcontractor/Consultant Conflict of Interest Disclosure Form) must be completed for each organization that is named in the proposal.
- **Sample AIR Subcontract Agreement** (available on the [website](#) for this RFP). Providers must include their acceptance, or note exceptions to the terms, and sign the representation form.

Providers are requested to organize their cost estimates according to the major cost line items indicated below:

1. **Direct labor.** The provider should list project personnel salaries and wages only (and include expenses for consultants under “Other Direct Costs”). For all personnel, the provider should give the title, salary, and number of hours that each person will devote to the project. The rates in the price proposal should not be loaded rates or average rates. In addition, for all

personnel, the business proposal must include a table of current and pending staffing (percentage of FTE) for the length of the proposed performance period (December 1, 2021, to June 30, 2024).

2. **Fringe benefits.** The provider should list estimated fringe benefit costs according to the most recent audited financial statements or Negotiated Indirect Cost Rate Agreement (NICRA) and should include a copy of the most current NICRA. A provider that does not have a negotiated rate agreement will need to justify and negotiate the proposed rates.
3. **Other direct costs.** The provider should indicate all significant direct costs not covered above. Examples are printing and reproduction, materials and supplies, facilities and equipment, consultants, outside services, postage and delivery, communications, and travel. These costs should be broken down in sufficient detail to analyze by instance and unit. If proposing consultants, the provider should include all consultant fees on separate lines, providing the name, rate, and level of effort (LOE) for each proposed consultant. If the rate and LOE are unknown, the provider should enter “TBD” into the budget and provide the estimated rate and LOE.
4. **Indirect costs.** The provider should apply all applicable indirect costs according to its recovery practice, indicating whether it has an Indirect Cost Rate Agreement or NICRA approved by the federal government. If the provider does not have an Indirect Cost Rate Agreement approved by a federal agency, it must provide audited balance sheets and profit-and-loss statements for the last two complete years and the current year-to-date statements (or lesser period of time if the organization is newly formed).
5. **Fee.** Providers wishing to include fee must indicate the total proposed percentage and provide a justification or rationale that is consistent with prior business practices.

AIR reserves the right to request, prior to issuing any award, additional pricing information on all proposed costs, as well as 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.

## References

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Lipscomb, S., Haimson, J., Liu, A. Y., Burghardt, J., Johnson, D. R., & Thurlow, M. L. (2017). *Preparing for life after high school: The characteristics and experiences of youth in special education: Vol. 2. Comparisons across disability groups* (Findings from the National Longitudinal Transition Study 2012; NCEE 2017-4018). U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance.

## **Appendix A. Applicable Contract Provisions from AIR's Contract with ED**

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This appendix contains provisions from AIR's contract with ED that must be also included in subcontracts awarded to each selected provider.

**SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**

B.1 3452.239-72 DEVIATION (2020-01) Department Security Requirements (DEVIATION)

(a) The contractor and its subcontractors shall comply with Department of Education personnel, cyber, and privacy, security policy requirements as set forth in Security Requirements for Contractors Doing Business with the Department of Education at <http://www.ed.gov/fund/contract/about/bsp.html>.

(b) Contractor employees who will have access to proprietary or sensitive ED information including Controlled Unclassified Information as defined in 32 CFR Part 2002, or ED IT systems, systems maintained on behalf of ED, ED facilities or space, and/or perform duties in a school or in a location where children are present, must undergo a personnel security screening and a favorable determination and are subject to reinvestigation as described in the Contractor Vetting Security Requirements. Compliance with these Contractor Vetting Security Requirements, as amended, is required.

(c) The type of security investigation required to commence work on an ED contract is dictated by the position designation determination assigned by ED. All ED contractor positions are designated commensurate with their position risk/sensitivity, in accordance with Title 5 Code of Federal Regulations (5 CFR 731.106) and OPMs Position Designation Tool (PDT) located at: <https://pdt.nbis.mil/>. The position designation determines the risk level and the corresponding level of background investigations required.

(d) The contractor shall comply with all contractor position designations established by ED.

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

High Risk (HR): [NA ] (Specify HR positions or Insert Not Applicable)

Moderate Risk (MR): [Project Director, Deputy Project Director, Principal Investigator, Analyst, Programmer, Statistician, Research Assistant, Site Recruiter, Site Coordinator, Site Liaison, Data Coordinator, Test Proctor, Survey Administrator, Site Visitor, Interviewer, Classroom Observer, Data Coder ] (Specify MR positions or Insert Not Applicable)

Low Risk (LR): [NA ] (Specify LR positions or Insert Not Applicable)

(f) For performance-based contracts where ED has not identified required labor categories for contractor positions, ED considers the risk sensitivity of the services to be performed and the access to ED facilities and systems that will be required during performance, to determine the uniform contractor position risk level designation for all contractor employees who will be providing services under the contract. The uniform contractor position risk level designation applicable to this performance-based contract is: [NA ] (Contracting Officer to complete with overall risk level; or insert Not Applicable)

(g) Only U.S. citizens will be eligible for employment on contracts requiring a Moderate Risk/Public Trust, High Risk/Public Trust, or a National Security designation.

(h) Permanent resident aliens may be eligible for employment on contracts requiring Low Risk/ Public Trust access.

(i) An approved waiver, in accordance with Contractor Vetting Security Requirements is required for any exception to the requirements of paragraphs (g) and (h) above.

(j) The Contractor shall-

- (1) Comply with the Principal Office (PO) processing requirements for personnel security screening,
- (2) Ensure that no contractor employee is placed in a higher risk position than for which he or she is approved,
- (3) Ensure contractor employees submit required security forms for reinvestigation in accordance with the timeframes set forth in the Contractor Vetting Security Requirements,
- (4) Report to the COR any information (i.e., personal conduct, criminal conduct, financial difficulties, etc.) that would raise a concern about the suitability of a contractor or whether a contractor employees continued employment would promote the efficiency of the service or violate the public trust,
- (5) Protect sensitive and Privacy Act-protected, including Controlled Unclassified Information as defined in 32 CFR Part 2002, from unauthorized access, use or misuse by its contractor employees, prevent unauthorized access by others, and report any instances of unauthorized access, use or misuse to the COR,

- (6) Report to the COR within two business days any removal of a contractor employee from a contract; or within one business day if removed for cause,
- (7) Return a PIV ID to the COR within seven business days of the contractor employees departure,
- (8) Report to COR of any job activities that contractor employee has brought to their attention that they believe could result in a change in the contractor employees position or the need for increased security access; and
- (9) Ensure that any ED information processed, stored, or transmitted by the contractor will not be used or redistributed except as specified in the contract.

(k) Performance of this contract will  [NA ] will not  [X ] (Contracting Officer to mark appropriate box) involve access to ED IT systems and/or systems maintained on behalf of ED. For contracts that require access to ED IT systems and/or systems maintained on behalf of ED, the Information Security Categorization applicable to each security objective has been determined to be:

Confidentiality:      Low  [X ]      Moderate  [NA ]      High  [NA ]      (Contracting Officer to mark appropriate box)

Integrity:            Low  [X ]      Moderate  [NA ]      High  [NA ]      (Contracting Officer to mark appropriate box)

Availability:        Low  [X ]      Moderate  [NA ]      High  [NA ]      (Contracting Officer to mark appropriate box)

Overall Risk Level:      Low  [X ]      Moderate  [NA ]      High  [NA ]      (Contracting Officer to mark appropriate box)

(l) Performance of this contract does involve  [X ] does not involve  [NA ] Personally Identifiable information (PII) or Controlled Unclassified Information as defined in 32 CFR Part 2002. (Contracting Officer to mark appropriate box)

The Confidentiality Impact Level of such information has been determined to be:

Not applicable  [NA ]      Low  [X ]      Moderate  [NA ]      High  [NA ]      (Contracting Officer to mark appropriate box)

(m) Failure to comply with any of the personnel, privacy, and cyber security requirements may result in a termination of the contract for default or cause.

Revised 1/4/2021

## 2. INFORMATION TECHNOLOGY AND INFORMATION SECURITY REQUIREMENTS

The contractor shall ensure that all data in a computerized form shall be suitable for data editing and corrective actions consistent with the U.S. Department of Education's Information Quality Guidelines ([http://www.ed.gov/offices/OCIO/info\\_quality/final\\_guide.html](http://www.ed.gov/offices/OCIO/info_quality/final_guide.html)) in order to provide for quality control of data entry and yielding verified and accurate records.

The contractor shall ensure that all reports comply with the appropriate technical standards for compliance with Section 508 of the Rehabilitation Act of 1973 as amended, at 36 CFR 1994, and be subject to conformance testing by the Department's Assistive Technology Program. All Section 508 violations uncovered during the testing process shall be remediated by the vendor at no charge to the Department.

The Department has determined that the work under this contract does not involve a federal information system and therefore does not require a Security Authorization (SA) or Authority to Operate (ATO) designation by the Department. However, with regard to information obtained in carrying out the work requirements, the contractor, and all subcontractors, shall maintain a level of security that is similar to what is specified by the Federal Information Security Modernization Act (FISMA) of 2014, Office of Management and Budget (OMB) Circular A-130, Managing Information as a Strategic Resource, the most current, finalized version of the National Institute of Standards and Technology (NIST) standards and guidance SP 800-53 and SP 800-53A, and the Federal Risk and Authorization Management Program (FedRAMP) requirements and guidance. Guidance on key components of information security can be found here: <https://www.nist.gov/programs-projects/federal-information-security-management-act-fisma-implementation-project>

Specifically, all contractors and subcontractors shall ensure that:

1. Their IT product/system is monitored during all hours of operations using entrusted detective/preventive systems;
2. Their IT product/system has current antiviral products installed and operational;
3. Their IT product/system is scanned on a reoccurring basis;
4. Vulnerabilities are remediated in a timely manner on their IT product/system; and

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5. Access/view for cyber security situational awareness on their IT product/system is made available to the Department CIRC (cyber incident response capability).

#### **A. Preparing for and Responding to a Breach of Personally Identifiable Information**

Per OMB-M-17-12:

- The contractor shall cooperate with and exchange information with agency officials, as determined necessary by the agency, in order to effectively report and manage a suspected or confirmed breach.
- The contractor and subcontractors (at any tier) shall properly encrypt PII in accordance with OMB Circular A-130 and other applicable policies and to comply with any agency-specific policies for protecting PII;
- The contractor shall complete regular Department training for contractors and subcontractors (at any tier) on how to identify and report a breach;
- The contractor and subcontractors (at any tier) shall report a suspected or confirmed breach in any medium or form, including paper, oral, and electronic, as soon as possible and without unreasonable delay, consistent with the agency's incident management policy and US-CERT notification guidelines;
- The contractor and subcontractors (at any tier) shall maintain capabilities to determine what Federal information was or could have been accessed and by whom, construct a timeline of user activity, determine methods and techniques used to access Federal information, and identify the initial attack vector;
- The contractor shall allow for an inspection, investigation, forensic analysis, and any other action necessary to ensure compliance with this Federal and Department PII Breach Response policies (such as OMB-M-17-12), the Department's breach response plan, and to assist with responding to a breach;
- The contractor shall identify roles and responsibilities, in accordance with Federal and Department PII Breach Response policies (such as OMB-M-17-12), and the agency's breach response plan; and,
- The contractor shall be aware that a report of a breach shall not, by itself, be interpreted as evidence that the contractor or its subcontractor (at any tier) failed to provide adequate safeguards for PII.

#### **B. Reporting of data security breaches**

If there is a suspected or known breach/disclosure of personally identifiable information (PII) related to this contract due to loss, theft, intercepted transfer, or other reason, the contractor must ensure that this breach is reported to the agency as soon as the contractor has knowledge of it. Per Office of Management and Budget Memorandum M-17-12, Federal agencies have a requirement to report breaches of PII security to a United States

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Computer Emergency Response Team (US-CERT). IES must notify the department within 30 minutes of discovering the incident (and the agency should not distinguish between suspected or confirmed breaches). The data security plan must be written to reflect this requirement, and the contractor must provide sufficient notification and documentation of the suspected loss, as it is understood at the time of notification to the agency for this requirement to be met. Follow-up reports of the final status of loss events will also be prepared by the contractor within a reasonable period of time as advised by the COR.

### **C. Requirements to Protect Privacy and Human Research Participants**

Under this contract, all persons who collect, code, or otherwise have access to raw data must be trained in confidentiality issues and shall provide signed assurances of nondisclosure of confidential information. The contractor shall maintain these records and provide them to the Government upon request. When possible, the contractor shall ensure that individuals collecting and/or coding data do not have knowledge of the study participant's treatment condition. The contractor, and all subcontractors, shall comply with: The Privacy Act of 1974, P.L. 93-579, 5 USC 552 a; the "Buckley Amendment," Family Educational and Privacy Act of 1974, 20 USC 1232 g; The Freedom of Information Act, 5 USC 522; and related regulations, including but not limited to: 41 CFR Part 1-1 and 45 CFR Part 5b and, as appropriate, the Federal common rule or the Department's final regulations on the protection of human research participants. The contractor shall be responsible for safeguarding any PII that is collected for the purposes of this contract. The contractor must also comply with any relevant requirements of the Privacy Act, 5 U.S.C. 552a; the Federal Information Security Modernization Act of 2014, 44 U.S.C. §208; as well as relevant OMB directives, such as OMB M-06-16 and OMB M-17-12. The Contractor shall abide by and follow all Departmental privacy policies, procedures, processes, and standards. All electronically stored sensitive data shall be encrypted at rest and in motion. The contractor shall also satisfy any state, district, or school policies regarding school participation in external research projects. Contractor and subcontractor employees who "maintain" (collect, maintain, use, or disseminate) data shall comply with the requirements of the confidentiality standards in section 183 of the Education Sciences Reform Act of 2002 (ESRA) (20 U.S.C. 9573).

### **3. RECORDS MANAGEMENT REQUIREMENTS**

Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of

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records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

The Department and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of the Department or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to the Department. The agency must report promptly to NARA in accordance with 36 CFR 1230.

The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract award. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to Department's control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the

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Contracting Officer or address prescribed in the contract award. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and the Department's guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with the Department's policy.

The Contractor shall not create or maintain any records containing any non-public Department information that are not specifically tied to or authorized by the contract.

The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.

The Department owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which the Department shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take Department-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

Flowdown of requirements to subcontractors

The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this contract award, and require written subcontractor acknowledgment of same.

Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

- H.1 3452.208-71 PRINTING (MAY 2011)  
(Reference 3452.208-71)
- H.2 3452.208-72 PAPERWORK REDUCTION ACT (MAY 2011)  
(Reference 3452.208-72)
- H.3 3452.209-71 CONFLICT OF INTEREST (MAY 2011)  
(Reference 3452.209-71)
- H.4 3452.215-70 RELEASE OF RESTRICTED DATA (MAY 2011)  
(Reference 3452.215-70)
- H.5 3452.224-70 RELEASE OF INFORMATION UNDER THE FREEDOM OF INFORMATION ACT (MAY 2011)  
(Reference 3452.224-70)
- H.6 3452.224-71 NOTICE ABOUT RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (MAY 2011)  
(Reference 3452.224-71)
- H.7 3452.227-71 ADVERTISING OF AWARDS (MAY 2011)  
(Reference 3452.227-71)
- H.8 3452.227-72 USE AND NON-DISCLOSURE AGREEMENT (MAY 2011)  
(Reference 3452.227-72)
- H.9 3452.227-73 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH  
RESTRICTIVE LEGENDS (MAY 2011)  
(Reference 3452.227-73)
- H.10 3452.228-70 REQUIRED INSURANCE (MAY 2011)  
(Reference 3452.228-70)
- H.11 3452.237-70 SERVICES OF CONSULTANTS (MAY 2011)  
(Reference 3452.237-70)
- H.12 3452.237-71 OBSERVANCE OF ADMINISTRATIVE CLOSURES (MAY 2011)  
(Reference 3452.237-71)
- H.13 3452.242-71 NOTICE TO THE GOVERNMENT OF DELAYS (MAY 2011)  
(Reference 3452.242-71)
- H.14 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES  
(MAY 2011)  
(Reference 3452.242-73)
- H.15 3452.247-70 FOREIGN TRAVEL (MAY 2011)  
(Reference 3452.247-70)
- H.16 31.205.70 FOOD COSTS  
(Reference 31.205.70)
- H.17 31.205.71 TRAVEL COSTS  
(Reference 31.205.71)
- H.18 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

(a) Definitions. As used in this clause--

"Added value" means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts

or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

"Excessive pass-through charge", with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

"No or negligible value" means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

"Subcontract" means any contract, as defined in FAR 2.101, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor", as defined in FAR 44.101, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(b) General. The Government will not pay excessive passthrough charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) Reporting. Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if--

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist;

(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart 31.2; and

(2) For applicable DoD fixed-price contracts, as identified in 15.408(n)(2)(i)(B), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(e) Access to records.

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) Flowdown. The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixedprice subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

(End of clause)

#### H.19 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 92 months

(End of Clause)

H.20 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](http://www.ed.gov/policy/fund/reg/clibrary/edar.html).

(End of Clause)

H.21 3452.227-70 PUBLICATION AND PUBLICITY (MAY 2011)

(a) Unless otherwise specified in this contract, the contractor is encouraged to publish and otherwise promote the results of its work under this contract. A copy of each article or work submitted by the contractor for publication shall be promptly sent to the contracting officer's representative. The contractor shall also inform the representative when the article or work is published and furnish a copy in the published form.

(b) The contractor shall acknowledge the support of the Department of Education in publicizing the work under this contract in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under contract number 91990019C0078. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

(End of Clause)

H.22 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](http://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):

Moderate Risk (MR): Project Director, Deputy Project Director, Principal Investigator, Analyst, Programmer, Statistician, Research Assistant, Site Recruiter, Site Coordinator, Site Liaison, Data Coordinator, Test Proctor, Survey Administrator, Site Visitor, Interviewer, Classroom Observer, Data Coder

Low Risk (LR):

(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)

H.23 3452.243-70 KEY PERSONNEL (MAY 2011)

(a) The personnel designated as key personnel in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, or otherwise substituting any other personnel for specified personnel, the contractor shall notify the contracting officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract effort. No diversion or substitution shall be made by the contractor without written consent of the contracting officer; provided, that the contracting officer may ratify a diversion or substitution in writing and that ratification shall constitute the consent of the contracting officer required by this clause. The contract shall be modified to reflect the addition or deletion of key personnel.

(b) The following personnel have been identified as Key Personnel in the performance of this contract:

Labor Category	Name
Project Director	-Jessica Heppen,

Co-Principal Investigator -Michael Garet, Co-Principal Investigator -Valerie Mazzotti, Deputy Project Director -Seth Brown

(End of Clause)

H.24

The following holidays are classified by the Office of Personnel and Management as Federal Holidays:

New Year's Day  
Birthday of Martin Luther King, Jr.  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

**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)
  
- I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)  
(Reference 52.203-5)
  
- I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)  
(Reference 52.203-6)
  
- I.5 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)  
(Reference 52.203-7)
  
- I.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)  
(Reference 52.203-8)
  
- 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 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)  
(Reference 52.203-19)
  
- I.12 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)  
(Reference 52.204-4)
  
- I.13 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)  
(Reference 52.204-10)
  
- I.14 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)  
(Reference 52.204-13)
  
- I.15 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)  
(Reference 52.204-14)
  
- I.16 52.209-6 PROTECTING THE GOVERNMENT`S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)  
(Reference 52.209-6)
  
- I.17 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)  
(Reference 52.209-9)
  
- I.18 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)  
(Reference 52.209-10)

- I.19 52.210-1 MARKET RESEARCH (APR 2011)  
(Reference 52.210-1)
- I.20 52.215-2 AUDIT AND RECORDS--NEGOTIATION (OCT 2010)  
(Reference 52.215-2)
- I.21 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)  
(Reference 52.215-8)
- I.22 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)  
(Reference 52.215-10)
- I.23 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS (AUG 2011)  
(Reference 52.215-11)
- I.24 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010)  
(Reference 52.215-13)
- I.25 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)  
(Reference 52.215-23)
- I.26 52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018)  
(Reference 52.216-7)
- I.27 52.216-8 FIXED FEE (JUN 2011)  
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- I.28 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)  
(Reference 52.219-4)
- I.29 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)  
(Reference 52.219-8)
- I.30 52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018)--ALTERNATE II (NOV 2016)  
(Reference 52.219-9 II)
- I.31 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)  
(Reference 52.219-16)
- I.32 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (OCT 2014)  
(Reference 52.219-28)
- I.33 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)  
(Reference 52.222-2)
- I.34 52.222-3 CONVICT LABOR (JUN 2003)  
(Reference 52.222-3)
- I.35 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)  
(Reference 52.222-21)
- I.36 52.222-26 EQUAL OPPORTUNITY (SEPT 2016)  
(Reference 52.222-26)
- I.37 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. [OCT 2015]  
(Reference 52.222-35)

I.38 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)  
(Reference 52.222-36)

I.39 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)  
(Reference 52.222-37)

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

I.41 52.222-50 COMBATING TRAFFICKING IN PERSONS (JAN 2019)  
(Reference 52.222-50)

I.42 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)  
(Reference 52.222-54)

I.43 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)  
(Reference 52.223-6)

I.44 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)  
(Reference 52.223-18)

I.45 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)  
(Reference 52.224-1)

I.46 52.224-2 PRIVACY ACT (APR 1984)  
(Reference 52.224-2)

I.47 52.224-3 PRIVACY TRAINING (JAN 2017)  
(Reference 52.224-3)

I.48 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)  
(Reference 52.225-13)

I.49 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)  
(Reference 52.227-17)

I.50 52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)  
(Reference 52.228-7)

I.51 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015)  
(Reference 52.230-2)

I.52 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015)  
(Reference 52.230-3)

I.53 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)  
(Reference 52.230-6)

I.54 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)  
(Reference 52.232-9)

I.55 52.232-17 INTEREST (MAY 2014)  
(Reference 52.232-17)

I.56 52.232-20 LIMITATION OF COST (APR 1984)  
(Reference 52.232-20)

I.57 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)  
(Reference 52.232-23)

- I.58 52.232-25 PROMPT PAYMENT (JAN 2017)  
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- I.59 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (OCT 2018)  
(Reference 52.232-33)
- I.60 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)  
(Reference 52.232-39)
- I.61 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)  
(Reference 52.232-40)
- I.62 52.233-1 I DISPUTES (MAY 2014)--ALTERNATE I (DEC 1991)  
(Reference 52.233-1 I)
- I.63 52.233-3 I PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)  
(Reference 52.233-3 I)
- I.64 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)  
(Reference 52.233-4)
- I.65 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)  
(Reference 52.239-1)
- I.66 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)  
(Reference 52.242-1)
- I.67 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)  
(Reference 52.242-3)
- I.68 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)  
(Reference 52.242-4)
- I.69 52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)  
(Reference 52.242-5)
- I.70 52.242-13 BANKRUPTCY (JUL 1995)  
(Reference 52.242-13)
- I.71 52.244-2 I SUBCONTRACTS (OCT 2010)--ALTERNATE I (JUN 2007)  
(Reference 52.244-2 I)
- I.72 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)  
(Reference 52.244-5)
- I.73 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2019)  
(Reference 52.244-6)
- I.74 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)  
(Reference 52.246-25)
- I.75 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)  
(Reference 52.249-6)
- I.76 52.249-14 EXCUSABLE DELAYS (APR 1984)  
(Reference 52.249-14)
- I.77 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.85 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/vfedar1.htm>

(End of Clause)

- I.78 3452.208-72 PAPERWORK REDUCTION ACT (MAY 2011)  
(Reference 3452.208-72)
- I.79 3452.224-72 RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (MAY 2011)  
(Reference 3452.224-72)
- I.80 3452.232-70 LIMITATION OF COST OR FUNDS (MAY 2011)  
(Reference 3452.232-70)
- I.81 3452.242-70 LITIGATION AND CLAIMS (MAY 2011)  
(Reference 3452.242-70)
- I.82 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) Definitions. As used in this clause--

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered

contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

I.83 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days of contract expiration. The labor rates in effect at the time of any extension of services shall be applied during the extension period(s).

(End of Clause)

I.84 52.243-2 I CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the--

- (1) Estimated cost, delivery or completion schedule, or both;
- (2) Amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its rights to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) of the clause, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

(End of Clause)

I.85 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/vfedar1.htm>

(End of Clause)

I.86 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any (48 CFR clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

I.87 52.239-70 ACCESS TO CONTRACTOR AND SUBCONTRACTOR INFORMATION SYSTEMS AND RELATED

(a) Privacy and security inspections. In accordance with the terms of this contract and as authorized by law, the Government carries out a program of privacy and information security inspections. Such inspections may be undertaken for various purposes, including but not limited to:

- (1) Examination of the security of federal information systems or of contractor information systems that process, store or transmit Government data, Government-related data, or controlled unclassified information, or which provide security protection for such systems (including vulnerability testing);
- (2) Information Technology security reviews;
- (3) Investigation and audit of administrative, technical, and physical safeguards taken to protect against threats and hazards to the integrity, confidentiality, and availability of Government data, Government-related data, or controlled unclassified information, or to the function of computer systems operated on behalf of the Government;
- (4) Review of contractor policies, procedures and practices for handling Government data, Government-related data, controlled unclassified information and other sensitive data;
- (5) Investigation of incidents involving actual or suspected improper releases of information (including cyber security incident response and reporting);
- (6) Conduct of forensic analyses, investigation of computer crime, or the preservation of evidence of computer crime; or
- (7) Review of the contractors performance for compliance with the terms and conditions in the contract governing privacy and the security of information and information systems.

(b) Requirement to provide access to information systems and related resources. The contractor shall afford the Government, any Federal agency and its subcomponents including the Office of Inspector General, the Comptroller General of the United States, and their authorized third-party representatives, full and timely access to contractor information systems and related resources to the extent required to carry out privacy and information security inspections. The contractor resources to which Government inspectors shall have access shall include the contractors installations, facilities, infrastructure, data centers, equipment (including but not limited to all servers, computing devices, and portable media), operations, documentation (whether in electronic, paper, or other forms) including full and complete certification and accreditation records, databases, and personnel used in the performance of this contract.

In the case of security audits, access shall be provided to all systems, components, network devices, virtualized devices, and the like, for the purposes of evaluating the security postures and controls implemented to prevent unauthorized access, modification, or destruction to Government data and systems. In addition, the contractor shall provide the Government the following information upon request:

- (1) any or all user-ids;
  - (2) any or all system and/or database administrator passwords used for the operation and maintenance of the system or environment, and
  - (3) security credentials, encryption keys, security algorithms, and the like;
- to the extent needed to allow unfettered access to conduct a security audit or other privacy or information security inspection specified by the Government. The contractor shall also provide the Government access to all user passwords and all password files to the extent necessary to

validate the contractor's password policy. The contractor agrees to provide user ids and passwords regardless of whether the user is a Federal employee or not, so long as the user works in support of a Government contract, or may have access to Government data or Government related data.

In addition to providing such access, the contractor agrees to fully cooperate with the Government in its conduct of privacy and information security inspections. That cooperation shall include, among other things, timely and complete production of data, metadata, information, and records, and making employees of the contractor available for interview upon request. Cooperation also includes allowing the Government to make reproductions or copies of information and equipment, including, if necessary, collecting a machine or system image capture.

What constitutes timely access for purposes of compliance with this clause will depend on the circumstances surrounding the inspection being performed, the urgency of the matter under inspection, the procedures governing the inspection, logistical considerations, and other factors.

In some cases, such as when investigating an on-going cyber security breach, access may be required within minutes of the Governments request. In other cases, access provided by the contractor within a few days of a request may be acceptable. In the event of an information security incident, including, but not limited to, incidents involving the loss or potential loss of Personally Identifiable information in physical or electronic form, the contractor must respond (as required by other provisions of this contract, Departmental Directive OM: 6-107 External Breach Notification Policy and Plan and Handbook OCIO-14 Handbook for Information Security Incident Response and Reporting Procedures within specified time frames. Access to the contractor and subcontractors information systems under this clause shall be provided when, and as necessary, to meet any applicable information security incident response times.

(c) Access to subcontractor information systems and related resources and clause flow-down. Access shall also be provided to information systems and related resources of subcontractors at any tier that are providing information technology which requires security of information technology, and/or is designing, developing, or operating a system of records using commercial information technology services or support services. The fact that an information system is owned or operated by a subcontractor shall not excuse the prime contractor from ensuring full and timely access to such information systems and related resources to the extent necessary to conduct privacy and information security inspections under this contract or as authorized by law.

The contractor shall ensure that it retains operational and configurational control over any information system (whether operated by the contractor or a subcontractor) as needed to conduct privacy and information security inspections.

The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

(d) Cost of compliance. The aforementioned access and cooperation shall be provided by the contractor at no additional cost to the Government. However, if a Government inspection unduly delays the contractors performance of the contract, the Contracting Officer may grant a contractors request for a non-compensable delay, as appropriate and provided the contractor submits information adequate to support the request.

(e) Access to information systems where a cloud or a co-mingled data environment is used. When the contractor will perform all or part of the work using commercial cloud computing services (whether directly or through a subcontract), or where Government data, Government related data or controlled unclassified information will be comingled with non-Government data, the contractor shall ensure that appropriate measures and controls are in place to allow Government inspectors to search the information systems and access information needed to conduct required privacy and information security inspections. The contractor may choose to create (at no cost to the Government) a segregated data space where inspections may take place without undue interference with non-Government data. However, the fact that Government data and non-Government data is co-mingled in the contractors information system shall not excuse the contractor from affording the Government full and timely access and cooperation as needed to conduct privacy and information security inspections.

The Government shall protect against the unauthorized use or release of information obtained from the Contractor (or derived from information obtained from the Contractor) under this clause that includes Contractor proprietary information. To the extent practicable, the Contractor shall identify and mark proprietary information. In making an authorized release of such information,

the Government will implement appropriate procedures to minimize the Contractor proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(f) Miscellaneous. The access obligations under this clause will survive the expiration or termination of this contract, and this term is not to be less than 3 years following the final disposition and close out of the contract.

(g) Remedies for breach. A breach of the obligations or restrictions set forth in this clause may subject the Contractor to a Termination for Default, in addition to any other appropriate remedies under the contract.

(h) Relation to other requirements. The requirements of this clause are in addition to those required by any other inspection or audit clause of this contract. To the extent that requirements imposed by Federal law, regulation, Executive Orders, Office of Management and Budget (OMB) guidance, or standards promulgated by the National Institute of Standards and Technology (NIST) are in direct and irreconcilable conflict with the requirements of this clause, those other requirements, standards, laws, or regulations shall take precedence.

In conducting its security testing the Government intends to follow NIST Special Publication 800-115 Technical Guide to Information Security Testing and Assessment and other appropriate testing and assessment standards. Further, the Contractor agrees to negotiate in good faith rules of engagement and other supplementary agreements to govern specific privacy and information security inspections, with the goal of ensuring access necessary to conduct such inspections while protecting the contractors property and other interests. Any such rules of engagement and supplementary agreements are incorporated into this contract to the extent not inconsistent with the terms of this clause.

(End of Clause)



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