



# **Evaluation of Strategies to Address Unfinished Learning with Technology**

---

## **Request for Proposals**

# Contents

---

- Overview of Request for Proposals (RFP)..... 1
- A. Overview of the ReSolve Math Catch-Up Strategy and Study..... 3
  - A.1. Project Rationale ..... 3
  - A.2. ReSolve Math Elementary School Catch-Up Strategy ..... 4
  - A.3. Startup, Training, Monitoring, and Support..... 9
  - A.4. Impact Evaluation Design..... 11
- B. Technical Specifications..... 13
  - B.1. Statement of Work ..... 13
  - B.2. Roles and Responsibilities of the Study Team and the Selected Providers ..... 24
- C. Instructions to Providers ..... 26
  - C.1. General Instructions ..... 26
  - C.2. Intent to Bid and Questions ..... 27
  - C.3. Proposal Submission..... 27
  - C.4. Minimum Qualifications..... 27
  - C.5. Technical Proposal Review Criteria ..... 27
  - C.6. Proposal Review Process ..... 28
  - C.7. Incurred Expenses ..... 29
  - C.8. Contract Structure and Budget ..... 29
- D. Content and Organization of the Technical Proposal ..... 29
  - D.1 General Instructions..... 29
  - D.2 Content and Organization of Technical Proposal ..... 30
- E. Content and Organization of the Business Proposal ..... 36
  - E.1 General Instructions ..... 36
  - E.2 Required Information for the Business Proposal ..... 37
- References ..... 40
- Appendix A. Applicable Contract Provisions from MDRC’s Contract with ED ..... 41

## Overview of Request for Proposals (RFP)

---

Perhaps now more than ever, students need a variety of instructional supports to accelerate their academic progress. Federal pandemic recovery funds have made new investments possible. However, much is unknown about how to effectively deploy classroom teachers or technology, or even what approaches to instruction are best to help young students become math proficient, especially those who may have faced challenging educational and personal circumstances.

MDRC invites qualified entities to provide digital adaptive math products that complement core teacher-led instruction and support elementary school students with unfinished learning to ‘catch up’ to grade-level standards. The selected providers 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 MDRC and its partners, RAND Corporation, Digital Promise, Westat, and Public Strategies, collectively referred to hereafter as “the study team,” under U.S. Department of Education Contract No. 91990021D0001. The study team and ED seek two providers to participate in the project. This RFP describes the expected work of each provider.

This RFP seeks providers of existing digital technologies that support math learning in the elementary grades and include (or can be readily adapted to include) the following four core components:

- **Math content covering key upper elementary grade standards and prerequisite skills and knowledge.** Products must align with contemporary state math standards with an emphasis on number sense and operations with respect to fractions.
- **Frequent evaluation of unfinished learning to adapt content to each student’s need.** Products must have a methodology for frequently identifying or diagnosing students’ unfinished learning in math and then directing each student to math content that addresses their specific needs.
- **Math activities and lessons addressing each student’s unfinished learning.** Products must use instructional practices that align with the What Works Clearinghouse Practice Guide for Assisting Struggling Students with Mathematics and provide engaging and motivating content to improve each student’s math achievement and provide them with timely feedback on their performance.
- **Systems to support teachers in progress monitoring.** Products must include the capability to collect information about: i) individual student level usage (such as time using the product; activities and lessons accessed, completed, successfully completed); and ii) individual student and classroom level reports/dashboards for the teacher to monitor technology product usage and student learning.

Beyond the delivery of these four core components, an eligible product must be able to operationalize both of the following two approaches<sup>1</sup> for providing instruction:

- The **Broad Foundation Skill Building** approach is predicated on the hypothesis that the mastery of the mathematics learning progression that precedes a given grade level’s content is necessary for both students’ grade-level learning and their subsequent mathematics achievement. As such, it emphasizes mastery of unfinished learning from earlier grades. This approach starts with the most basic skill on the learning progression for which a student has unfinished learning and moves the student through all areas of unfinished learning in the order of the learning progression.
- In contrast, the **Focused Just-In-Time Skill Building** approach hypothesizes that students’ mastery of on-grade-level content and their subsequent mathematics achievement can be supported by providing students access to the specific content needed to bridge a gap in unfinished learning at the specific time it is needed. As such, it emphasizes on-grade-level content, supplementing it with content appearing earlier in the mathematics learning progression in a “*just-in-time*” manner. Based on the current grade-level topic being covered during full-class instruction (i.e., the current curricular unit), this approach focuses on addressing only the specific unfinished learning from current and past topic areas that would hinder a student from mastering the current topic.

**Each product selected for the study must be capable of operating in two distinct modes that implement the two instructional approaches.** ED will, if needed, include resources to support providers to make modifications to their products to meet these specifications. However, a product that can do both instructional approaches must be fully operational by the 2023-24 school year.

Products will be used during the regular classroom math instructional time for approximately 60 minutes per week. Selected providers must support start-up of product usage in schools assigned by the study to implement their product, including product integration (supporting schools with software installation to be operational), initial training on how to use the product for all study teachers assigned to the product and up to two other staff members per school, and any ongoing usage or support needs identified by the study team to ensure fidelity of implementation in the classroom during school years 2023-24 and 2024-25.

The study will include approximately 15 U.S. school districts spread across the country and selected by the study team. The study team will randomly assign schools to either provide math catch-up support to fourth- and fifth-grade students using one of the selected products

---

<sup>1</sup> The labels of the two approaches have been updated since the posting of the [announcement](#). What was referred to as the “Sequential” approach in the announcement is now “Broad Foundation Skill Building” and what was referred to as the “Just-In-Time” approach is now “Focused Just-In-Time Skill Building.”

(approximately 50 schools using product A, 50 schools using product B) or provide their students with their regular catch-up support during the math instruction class time (approximately 50 schools). In the schools that are assigned to a product, individual students will be assigned by lottery to receive one of the two instructional approaches (Broad Foundation Skill Building or Focused Just-in-Time Skill Building) within the product's program. Providers will supply schools not assigned to receive a new catch-up strategy product with product licenses for their second-grade students and support integrating the product into their systems (each provider will supply these licenses to approximately 25 of the 50 schools). The providers will not be required to provide training and implementation support to these schools and their second grade classrooms will not be part of the study.

**Proposals are due on July 8, 2022.** Proposals will be evaluated based on the quality of the proposed product's math catch-up strategy and implementation plan, alignment of the product with the specifications discussed in this RFP including the RFP's definition of the two instructional approaches, and the research supporting the product's effectiveness. Proposals will also need to demonstrate evidence of organizational capacity to complete any product modifications as needed and to provide training and implementation support to teachers and other relevant district and school staff members. After a review of written proposals by an expert panel, providers submitting highly rated proposals will be invited to present their product, any plan for additional product development, and their plan for providing training, monitoring and support to schools via a virtual meeting. The study team, in consultation with ED, will then select approximately two providers to include in the project through a firm fixed-price subcontract to MDRC. The total anticipated funding amount per provider is \$1,000,000.

## A. Overview of ReSolve Math Catch-up Strategy and Study

---

This portion of the RFP provides the rationale for the evaluation of a math catch-up strategy using adaptive digital technologies that support math learning. It describes the core components and delivery specifications for the strategy, each of the two approaches to this strategy desired for inclusion in the project, and the requirements for training and other implementation support. This portion of the RFP also describes the evaluation design that will test the overall effectiveness of using these adaptive digital technologies and the relative effectiveness of the two approaches.

### A.1. Project Rationale

A central goal of Title I of the Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), is to help schools ensure that all children meet challenging academic standards. However, national and international assessments continue to show persistent equity gaps, particularly in math (*TIMMS, 2019; NAEP, 2019*). Disruptions to schooling caused by the COVID-19 pandemic have led to even more students falling even

further behind in math, with students in high-poverty schools being the most affected (Kuhfeld et al., 2022; Lewis et al., 2021). In response ED has encouraged school systems to adopt a variety of approaches, including supplemental learning efforts, socio-emotional support, and assistance for stressed teachers. The federal government has also provided substantial pandemic relief money specifically to help fund these recovery activities.

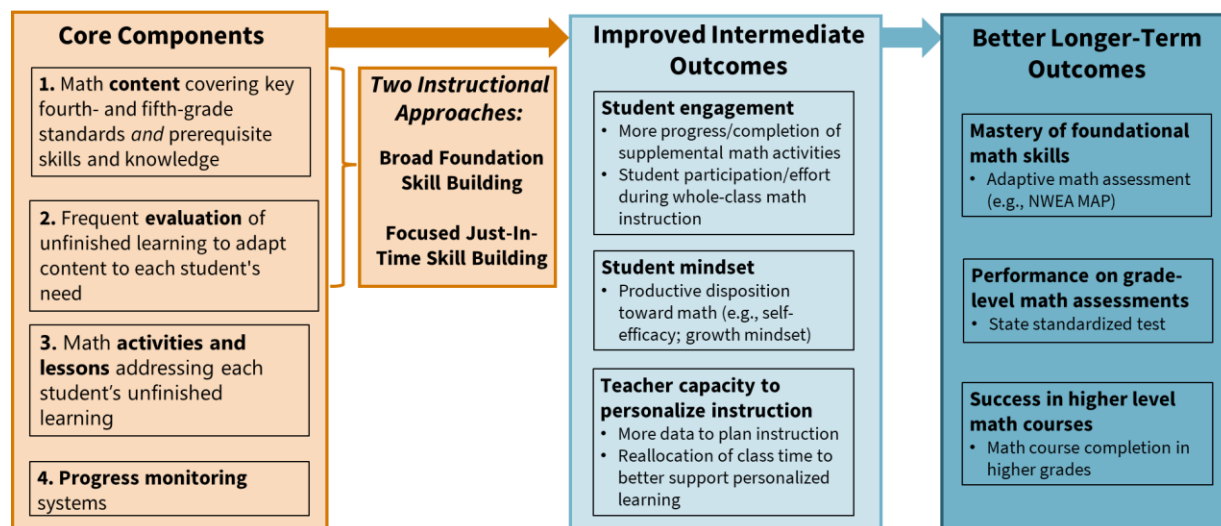
ESSA also emphasizes schools' use of evidence-based strategies as a key way to improve student outcomes. This project seeks to generate critical evidence about whether adaptive digital technologies that supplement or complement the teacher's full-class math instruction can help students with unfinished learning catch up and meet grade-level proficiency standards over time. The project also provides much needed evidence on a debate in mathematics education in the wake of the COVID-19 pandemic: whether students' mathematics proficiency—in both the short and long-term—is better served by instruction that supports building mastery in all unfinished learning or by instruction targeting unfinished learning in just those prerequisite concepts needed to succeed in grade-level content that is provided 'just-in-time.' By assessing these two different instructional approaches that experts continue to debate, the project provides much needed evidence about whether both approaches are equally effective and whether their effectiveness varies for different types of students or the extent of their unfinished learning. The results will be relevant to both policy makers and practitioners.

## **A.2. ReSolve Math Elementary School Catch-Up Strategy**

This section describes the components of the elementary school math catch-up strategy that is the focus of this project and the two instructional approaches that the study will test. The information presented in this section is intended to guide providers' proposed plans to provide digital adaptive math products that complement core teacher-led instruction and support upper elementary grade students with unfinished learning from previous grades. Proposals should be based on existing products that can be adapted to fit the project requirements during an initial planning year. This RFP does not provide funding for new product development, although limited funding will be available for adapting products to meet the specific needs of the project.

Exhibit A1 displays the general theory of change for the elementary math catch-up strategy defined in this project. The exhibit identifies four core components key to supporting students with unfinished learning in math as well as two approaches to operationalizing the first two core components. The exhibit shows key intermediate outcomes hypothesized to emerge from a catch-up strategy with these core components. These intermediate outcomes are then hypothesized to lead to the listed longer-term outcomes.

## Exhibit A1. Theory of Change for Elementary School Math Catch-Up Strategy



Products must include all four of the core components of the catch-up strategy:

- Products must cover all math content that is key to upper elementary grade standards as well as prerequisite skills and knowledge from previous grades.
- Products must be adaptive and frequently evaluate each student's unfinished learning to determine the content to provide that meets the specific needs of the student. Products have a methodology for identifying or diagnosing students' unfinished learning in math, directing each student to math content that addresses their specific needs, reassessing if learning needs were addressed, and directing each student to the next appropriate content area.
- Products must use instructional practices that align with the *What Works Clearinghouse Practice Guide for Assisting Struggling Students with Mathematics* (Fuchs, 2021) and provide engaging and motivating content to improve each student's math achievement and provide them with timely feedback on their performance.
- Products must have progress monitoring systems. Products should continuously collect student data and provide dashboards or reports on individual student information and classroom and school-level usage and progress.

Exhibit A2 describes the main elements of each of the four core components of the math catch-up strategy in more detail.

## Exhibit A2. Main Elements of Each Core Component

Core Component	Main Elements
<p>1. <b>Math content covering key fourth- and fifth-grade standards and prerequisite skills and knowledge</b></p>	<ul style="list-style-type: none"> <li>The content is aligned to state standards (including operations and algebraic thinking, number and operations in base 10, number and operations fractions, measurement and data, and geometry), with emphasis on number sense and operations with respect to fractions.</li> </ul>
<p>2. <b>Frequent evaluation of unfinished learning to adapt content to each student's need</b></p>	<ul style="list-style-type: none"> <li>The product continuously monitors the accuracy of student attempts during each activity or lesson. The product includes pre-specified decision rules about when a student has mastered a skill or topic area and can move on. For example, the product may require that the student solves at least 75% of the problems correctly before moving on to the next topic. The product also includes pre-specified decision rules for when a student needs additional remediation. For example, if the student correctly solves less than 25% of the problems, the student may be moved to more remedial material. When additional remediation is needed the product follows clear parameters about what remedial content (e.g., follows Achieve the Core Coherence map or product's own data on learning progressions).</li> </ul>
<p>3. <b>Math activities and lessons addressing each student's unfinished learning</b></p>	<ul style="list-style-type: none"> <li><b>Alignment of lessons:</b> Activities and lessons align with WWC Practice Guide: Assessing Students Struggling with Mathematics: Intervention in the Elementary Grades (Fuchs et al., 2021) and other summaries of high-quality research of this nature (Siegler et al., 2010; Woodward et al., 2018; Frye et al., 2013). For example, the product aligns use of the number line to facilitate the learning of mathematical concepts and procedures (aligned with Fuchs et al., 2021) and encourages students to monitor and reflect on their thought process as they solve problems (aligned with Woodward et al., 2018). While products might use timed activities to build fluency (aligned with recommendation #6 in Fuchs et al., 2021), they will also motivate mathematical reasoning and problem solving, not just speed and accuracy.</li> <li><b>Student engagement:</b> The product aligns with the science of learning and uses research-based strategies to support student engagement (Hirsh-Pasek et al., 2015). Strategies may include:             <ul style="list-style-type: none"> <li>Visually attractive elements (e.g., virtual objects and animation, visual cues and effects).</li> <li>Gamification, characters, and storylines.</li> <li>Incentives and/or awards (e.g., "Great work!", crowd cheering, animated animal jumping for joy).</li> <li>Opportunities for students to make choices.</li> <li>Real-world scenarios (e.g., storyline of feeding people at a pizzeria).</li> </ul> </li> <li><b>Diverse student populations:</b> The product has features to support multilingual students and students with disabilities.</li> <li><b>Feedback:</b> The product aligns with best practices in terms of the nature and frequency of the feedback provided to students (See table 2 of Shute, 2008). For example, the product provides feedback (e.g., hints/examples) to students during or after each activity, with occasional elaboration to reinforce correct answers or correct misconceptions. Feedback messages focus on the task and not the learner.</li> </ul>



<p>4. <b>Progress monitoring systems</b></p>	<ul style="list-style-type: none"> <li>• <b>Data collection:</b> Product continuously collects student <b>usage data</b> (e.g., how many minutes student is spending working with the software, the pace of the student’s activities in the software, or how many questions the student answers within a certain number of minutes) and <b>progress data</b> (e.g., how many activities a student completes, how many questions a student answers successfully, and when a student moves on to new topics or moves back to practice prerequisite topics).</li> <li>• <b>Reporting:</b> The product provides teachers with data dashboards or reports on each individual student updated in real-time to reflect current student usage, pacing, and progress. These data can also be aggregated to the class, school, or district level.</li> </ul>
--	--

Beyond the delivery of the four core components of the catch-up strategy, an eligible product must be able to operationalize both of the following two ways of providing instruction so that individual students can be assigned to one or the other approach and consistently receive instruction in that approach throughout the study period. The two approaches are:

- **Broad Foundation Skill Building:** This approach is predicated on the hypothesis that the mastery of the mathematics learning progression that precedes a given grade level’s content is necessary for both students’ grade-level learning and their subsequent mathematics achievement. As such, it emphasizes mastery of unfinished learning from earlier grades. This approach uses a broad diagnostic, mapping each student’s unfinished learning and identifying a starting place for the student’s digital lessons and activities. The product then moves adaptively through all areas of unfinished learning in a progression aligned with state standards, with the goal of building mastery in each topic (or unit) before moving to the next. In this approach, the product operates independently from the teacher’s full-class instruction.
- **Focused Just-In-Time Skill Building:** This approach hypothesizes that students’ mastery of on-grade-level content and their subsequent mathematics achievement can be supported by providing students access to the specific content needed to bridge a gap in unfinished learning at the specific time it is needed. As such, it emphasizes on-grade-level content, supplementing it with content appearing earlier in the mathematics learning progression in a “*just-in-time*” manner. This approach uses teacher input about the current grade-level unit being taught during full-class instruction and each student’s performance on the product’s activities or assessments to identify the specific digital lessons and activities that would best support mastery of the current grade-level topic. The product moves adaptively between grade-level content and below-grade-level content from past topic areas that it identifies as not yet learned but necessary to support learning of the current grade-level topic. This process repeats for each topic (or unit) that the teacher introduces during full-class instruction. Thus, in this approach, the product is dependent on information about what the teacher is currently teaching.

Regardless of the approach, the product must include all elements of the four core components of the catch-up strategy discussed in Table A.2, but the two approaches differ on some key features of core components 1 and 2 as indicated in Table A.3.

### Exhibit A3. Main Elements of Core Components that Differ Across Approaches

Core Component	Main elements that differ across approaches	
	Broad Foundation Skill Building	Focused Just-In-Time Skill Building
<p>1. <b>Math content covering key fourth- and fifth-grade standards and prerequisite skills and knowledge</b></p>	<ul style="list-style-type: none"> <li>• <b>Math content covering prerequisite knowledge and skills:</b> The Broad Foundation approach covers all below-grade knowledge and skills (kindergarten through third grade for fourth-grade students and kindergarten through fourth grade for fifth-grade students) for which a student has unfinished learning including any content aligned to state standards. The material covered by the product is independent of what is being covered during full-class instruction.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Math content covering prerequisite knowledge and skills:</b> The Focused Just-In-Time approach covers knowledge and skills from the current grade level and past grades that are included in the product’s learning progression for the current grade-level topic the teacher is covering during full-class instruction. For each grade-level topic, the product follows a separate learning progression for that specific topic. The material covered by the product is directly related to what is currently being covered during full-class instruction.</li> </ul>
<p>2. <b>Frequent evaluation of unfinished learning to adapt content to each student's need</b></p>	<ul style="list-style-type: none"> <li>• <b>Broadness of diagnostic:</b> The product identifies a starting place for each student using a diagnostic that is broad enough to capture an initial mapping of unfinished learning. This mapping is updated throughout the year as the student works through the activities.</li> <li>• <b>Sequence of content:</b> The product moves adaptively through all areas of unfinished learning following a learning progression aligned with state standards. For each student, it starts with the most basic skill on the learning progression that has been identified as unfinished learning. It then moves through all unfinished learning in the order defined by the progression.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Broadness of diagnostic:</b> The product includes a feature that allows the teacher to specify the current grade-level topic (or unit) being taught during full-class instruction. The product then identifies any unfinished learning that is foundational to that specific topic as a starting place for each student. This may be accomplished by administering a diagnostic assessment or by having the student attempt grade-level problems and inferring gaps when the student struggles.</li> <li>• <b>Sequence of content:</b> The product moves adaptively through any unfinished learning related to the current grade-level topic being taught during full-class instruction following a learning progression. When the teacher moves to a new grade-level topic, the product adjusts the lessons and activities it provides the student as needed moving the focus to unfinished learning that is foundational to that new topic.</li> </ul>

Individual students within classrooms will be assigned to use one or the other approach (Broad Foundation or Focused Just-In-Time). For students who do not have unfinished learning, the product will still diagnose their learning needs and take an adaptive approach to providing content and activities for students to practice that builds on what they already know. For these students, the content will tend to be at grade level with some refresher activities that may delve into some previous grade material. The remainder of this section describes how the product will be delivered to students, and how the provider will be expected to coordinate with school/district staff.

**Expected product use.** The products will be used by all students in the classroom, and teachers will use the products during the math class time to complement their core math instruction for at least 60 minutes spread across the week. Products should be flexible enough to accommodate variation in how schools use them. For example, some schools may prefer to have the product used more frequently for shorter sessions while other schools may choose longer sessions fewer times per week. Some schools may have all students use the product at the same time while others use “station rotation” where some students might be using the product while others are engaging in small group instruction from the teacher or other activities.

### **A.3. Start-Up, Training, Monitoring and Support**

The provider shall offer start-up activities, training, monitoring, and some implementation support as needed to fourth- and fifth-grade teachers in participating schools as well as school and district administrators who oversee the provision of educational technology. Providers are expected to adapt existing trainings and associated materials to meet the aims of this project, as needed. This RFP does not provide funding for development of new trainings/materials. However, the contract will include some funding that could be used for customization or adjustment of the provider’s existing training materials to ensure that the training meets the needs of the evaluation.

The provider’s monitoring and support plan must reflect how they plan to identify potential usage problems and work with the study team to address those problems to ensure the product is delivered to students as intended for this project.

Providers will:

- Conduct **start-up activities** in Summer 2023:
  - Support districts with any state or local regulations for product usage in schools. For instance, some school districts or state agencies have lists of approved educational technology products that schools may use. If not already on this list, the provider will support the district by providing the information necessary to get added to the list.
  - Support districts’ integration of the product into their systems (e.g., coordination

with single sign-on systems). Prior to the start of the school year, the provider will work with all districts and schools where their product will be implemented to support the integration of the platform into the districts' systems. Districts will provide all hardware needed for implementation including all devices used by students. Products must be flexible enough to be integrated into different district platforms and to be used on the different types of devices used by students and teachers (i.e., laptops, Chromebooks, iPads, etc.).

- Provide technical assistance if districts or schools have any technical issues with accessing or using the product.
- Conduct **trainings**:
  - Provide training and support to school and/or district IT persons regarding integration of the product into district and school platforms so that it is usable by students.
  - Conduct virtual product orientation sessions with district and school leaders.
  - Provide up to two days of in-person or virtual initial training to participating upper elementary grade teachers and up to two school-level administrators with math curriculum and instruction oversight on how to use the product. The training sessions must be guided by a comprehensive training manual that covers all facets of the product and best practice usage of the product. The initial trainings will take place in summer 2023, with arrangements to be coordinated by the provider with each participating district. A second training will be provided in summer 2024.
    - » The focus of the training will be on the expectations for product usage and will not ask teachers to change their pedagogical approach.
    - » Training will include familiarization with platform and content, software use and troubleshooting, as well as administrative tasks (e.g., how to indicate student preferences).
    - » Training will also include instruction on how to access information on students' usage and activity and how to use that information to monitor and track the dosage and progress for each student, and how to support students who may not be actively participating with the product or who may not be successfully progressing through the material.
- Conduct **ongoing monitoring and implementation support**
  - Provider will collect student usage data on a regular basis throughout each school year to monitor student time on task and progress through activities. The provider will report usage data to the study team on a bi-weekly basis for the first two months of each school year and monthly during the rest of the school year. These data will provide information about implementation fidelity for the study and can inform implementation support needs.
  - If significant usage issues occur, the study team will work with the provider to

deliver appropriate implementation support to district and school staff and participating teachers.

- The provider will troubleshoot technical issues with district and school IT staff as needed to keep the product running smoothly.

#### A.4. Impact Evaluation Design

The study team will conduct a multisite randomized controlled trial to evaluate the effectiveness of two instructional approaches (Broad Foundation Skill Building and Focused Just-In-Time Skill Building) in addressing the unfished learning in math of late elementary grade students using adaptive digital technologies that support math learning. The study is designed to address the policy-relevant research questions in Exhibit A4.

##### Exhibit A4. Evaluation Questions

- 1. Do the Approaches Work?**
  - Does regular use of digital adaptive products that provide catch-up instruction in math improve struggling students' learning?
  - Which approach is more effective at improving struggling students' learning – Broad Foundation Skill Building or Focused Just-In-Time Skill Building?
- 2. For Whom Do the Approaches Work?** Who do these approaches seem to benefit? What approach is best for students who begin the year especially behind, for low-income and students of color, English learners, and students with disabilities?
- 3. What Other Factors Are Important to Improving Struggling Students' Learning?** What below-grade level math content is most strongly associated with successful learning of core math topics?
- 4. Were the Approaches Implemented with Fidelity?** Are the approaches delivered with the intended frequency and intensity? How do they differ from each other and from business as usual?
- 5. What is Their Cost/Benefit?** What is the cost-effectiveness of the approaches?

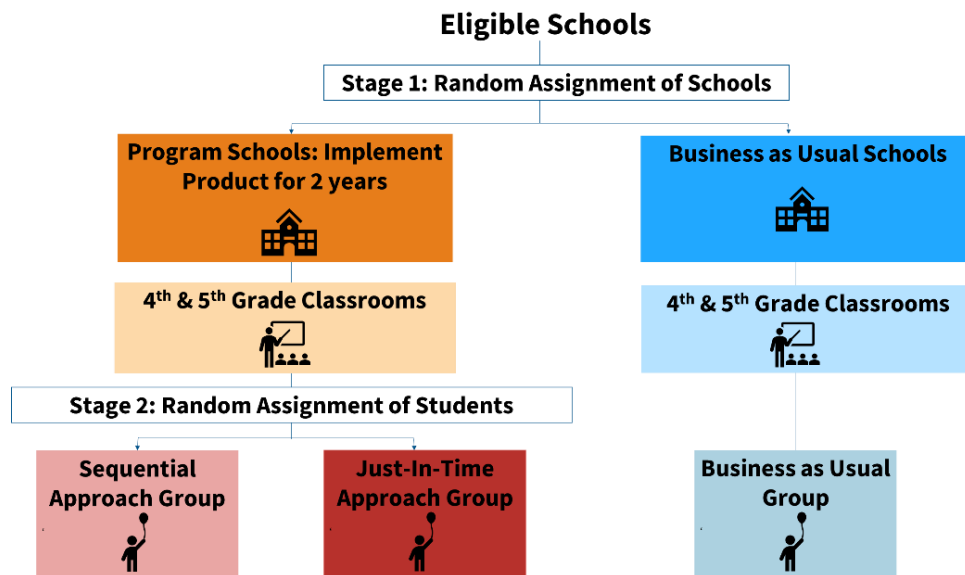
The study design is depicted in Exhibit A5. Districts will first choose which of the two participating products they would like their schools to implement, and all schools in a district will implement the same product.<sup>2</sup> In the first stage, schools within districts will be randomly assigned to implement the chosen product in fourth and fifth grades or to continue with their normal instruction and use of catch-up materials and products in those grades. Those schools assigned to use their regular catch-up strategies will be able to use the product in their second-grade classrooms, but these schools will not receive the training or implementation support that the study schools receive. In the second stage, fourth- and fifth-grade students in the treatment schools will be randomly assigned to one of the two approaches: Broad Foundation Skill Building or Focused Just-In-Time Skill Building. To ensure the study is testing the math

<sup>2</sup> Most districts will receive their first choice, but in some cases a district may be assigned their second choice if that is required to balance the numbers of districts using each product.

education strategy and the two instructional approaches to that strategy described above and not a specific product, the study will include two products.

This design makes it possible to examine the effect of each instructional approach (Broad Foundation and Focused Just-In-time) compared to schools’ regular catch-up strategies, and the differential effect of the two approaches, after one year of implementation and after two years of implementation. Because the two approaches are randomly assigned at the student level, the study design optimizes the study team’s ability to statistically detect small differences in effects between the two approaches. ED is considering collecting necessary student identifiers to look at math achievement beyond two years.

### Exhibit A5. Study Design 1



The study team anticipates that the evaluation will include 150 schools across a approximately 15 districts. The study team will recruit districts and schools by Summer 2023. Recruitment will focus on districts with high numbers of elementary schools that are designated Title I and low performing (i.e., high percentage of students not proficient in math or schools formally designated as needing improvement). The study team will recruit schools with the infrastructure to support the use of educational technology (e.g., necessary hardware and Wi-Fi). Recruitment efforts will also focus on districts and schools that are not already using the selected products or consistently using similar digital technologies that support math learning in late elementary school. During the recruitment process, the study team will establish agreements with districts and schools to participate in and support the study.

The study will examine the effects of the adaptive digital technologies that support math learning and the different approaches on key student outcomes that will be measured using data collected by the study team. These outcomes include: (a) performance on

standards/grade-based assessments and (b) performance across a range of math skills broader than grade-level content, as measured by adaptive math assessments administered by the study team if not currently administered in the district. The study team will also examine data on students' product usage and their progress through topic areas collected by the providers.

## **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>3</sup>

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

Each selected provider shall enter into a subcontract with MDRC. The base period will be September 1, 2022, to July 31, 2023, and the option period will be from May 1, 2023 through June 30, 2025. During the base period of performance, the provider will be responsible for the following tasks: (1) participating in an initial meeting with the study team and ED; (2) supporting the study team in site recruitment; and (3) refining the product to meet the goals of the project. During the option period, the provider will be responsible for the following tasks: (4) refining proposed plans for start-up and training and monitoring and support; (5) finalizing staffing and management plans for trainings; (6) facilitating product start-up, conducting trainings, and monitoring and supporting product use throughout the school year; and (7) providing product usage and progress data for all participating students throughout the two implementation years for study purposes. Throughout both the base and option periods, the provider will be responsible for (8) 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 21 shows deliverables by task.

---

<sup>3</sup> The remainder of this RFP uses "the provider" to refer to each entity organization that submits a distinct proposal and that might be selected to deliver the math educational technology and training and support described in this RFP.

### Exhibit B1. Timeline for Provider Tasks

Tasks	2022		2023						2024						2025		
	Sep-Oct	Nov-Dec	Jan-Feb	Mar-Apr	May-Jun	Jul-Aug	Sep-Oct	Nov-Dec	Jan-Feb	Mar-Apr	May-Jun	Jul-Aug	Sep-Oct	Nov-Dec	Jan-Feb	Mar-Apr	May-Jun
1. Project Kickoff	X																
2. Support for Recruitment	X	X	X	X	X												
3. Refinement of Product	X	X	X	X													
4. Refinement of Plan for Start-Up, Training, Monitoring and Support					X												
5. Finalized Staffing and Management Plans					X												
6.1. Start-Up and Training					X	X	X				X	X					
6.2. Ongoing Monitoring and Support							X	X	X	X	X	X	X	X	X	X	X
7. Providing summative product data for study											X						X
8. Project Management	X	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 virtually. 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 copies of all existing product materials including technical manuals and demo accounts, plans for training and monitoring, and any product development plans. These materials will provide the study team and ED with comprehensive information on the product as well as the provider's detailed plans for training and support, and detailed specifications for each of the approaches (Broad Foundation Skill Building and Focused Just-In-Time Skill Building) in their entirety.<sup>4</sup> The provider shall also submit a kickoff meeting summary within 10 working days after the kickoff meeting.

**Deliverables:** Provider's existing product specifications and training materials  
Summary of the kickoff meeting

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

To assist the study team with site recruitment, the provider shall deliver the following documents that the study team will use during the recruitment process: (1) a product brochure that describes the main features of the product and the training and supports teachers 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, math specialists, and IT staff) may have about product features, use, and installation. 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 each draft within two weeks of receiving the drafts. Within two weeks from receiving feedback, the provider shall submit a final draft of the brochure and FAQ. As questions arise from districts that are not addressed on the FAQ, the provider shall update the FAQ.

The provider shall also prepare a brief recorded webinar or video demonstration to demonstrate how the product works from a student and teacher perspective; the study team will use this webinar to inform potential districts/schools about the product. The webinar shall be approximately 15 minutes and include information about what participating students and school staff would experience when using the product. Provider shall submit a draft script for

---

<sup>4</sup> Sample product and training materials appended to the provider's technical proposal are intended to provide the review panel with a clear understanding of the product and training but are not expected to be comprehensive. The full set of product and training materials available at the time of the kickoff meeting will be submitted by the provider prior to the meeting. Subsequent revisions and adaptations will be made, as necessary, under Tasks 3 and 4.

the webinar to the study team within six weeks of the contract award date. The study team and ED will provide feedback on the draft script within five working days. Provider shall 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 provider shall submit the recorded webinar to the study team in an agreed-upon format. The provider also shall provide demo account access so districts and schools can try out the product during recruitment. This demo account shall allow the user to sample the student and teacher experience with the product. If the provider is planning to modify the product during the planning period, this demo does not need to perfectly match the final product that will be used in the study. For instance, it does not need to include both approaches, but it should illustrate the adaptive features of the product. The provider shall share the demo account information within six weeks of the contract award date.

The study team will be recruiting districts and schools that are interested in the selected products, but not consistently using the provider's product in upper elementary grade classrooms. To support this recruitment effort, the provider shall provide information to the study team about any current usage of its product in districts identified for recruitment.

Once recruitment is underway, it is likely that district and school staff will have questions 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 shall participate in recruitment calls arranged by the study team to address questions raised by district or school staff. For budgeting purposes, providers should estimate that an assigned staff member will participate in up to 15 recruitment calls of approximately 60 minutes each. Providers may also be asked for support with securing necessary data sharing and licensing agreements with districts and schools and obtaining school board approval for use of the product when necessary (e.g., some districts require vendors to apply to be added to approved vendor lists).

- Deliverables:** Product brochure (digital) – draft and final versions
- FAQ (digital) – initial and revised versions (with updates as needed during recruitment)
- Webinar or video demo – draft and final script, and recorded version
- Demo account access

### ***Task 3. Refinement of Product to Meet the Goals of the Study***

ED intends to implement and evaluate digital technologies that support math learning that reflect the core components described in Section A.2 including the variations in those components that differentiate the Broad Foundation Skill Building and Focused Just-In-Time Skill Building approaches. As noted in Section A.2, the provider may currently only deliver one of the two instructional approaches (Broad Foundation or Focused Just-In-Time) or may currently deliver both approaches but need to refine one or both approaches to meet the

specific goals of the study. In these cases, the provider may propose to expand or modify their product to include the two distinct modes representing each of the approaches. The provider may also need to update its proposed product and plans 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 shall submit to the study team a draft version of their plan for updating their product as well as a timeline for development and field testing within 8 weeks of the contract award. These updates should ensure that all core components including those related to the Broad Foundation Skill Building and Focused Just-In-Time Skill Building approaches, as well as any revisions requested by ED and the study team, are reflected in the provider's plans. The study team and ED will provide comments within 5 days of receipt of the plan. The provider shall submit the final plan within 11 weeks of the contract award.

Once the design plan and timeline for development and field testing is approved, the provider shall submit periodic progress reports, allow the study team opportunities to demo the product updates and provide feedback at least three times, and provide usage and sequencing/pacing data from testing sites. The provider shall submit a final version of the product meeting the requirements of each core component (including the variable components for the Broad Foundation and Focused Just-In-Time approaches) and addressing any issues identified during field testing by April 30, 2023.

- Deliverables:**
- Updated product design plan and timeline for development and field testing
  - Periodic progress reports, demo access, and usage data sharing
  - Final product meeting the requirements of each core component

#### ***Task 4. Refinement of Detailed Plans for Start-Up, Training, Monitoring and Implementation Support***

The provider shall refine their proposed plans for product start-up, summer training, and ongoing monitoring and implementation support to help teachers and school/district staff maintain implementation fidelity as described in Section A.3. The provider plan shall include a description of how the provider will support district and school integration of the product prior to the start of the school year. The provider shall revise existing training materials, procedures, and protocols for the summer teacher training sessions, if necessary to meet the requirements of this RFP. The provider shall also include a monitoring and implementation support plan describing expected and acceptable usage of the product. The plan shall describe ways to identify schools and classrooms not meeting expected minimal product usage and recommended strategies to improve usage to meet usage goals. The plan also shall identify data to be provided to the study team for regular review of how product implementation and usage are going.

The provider shall submit to the study team a draft of their updated plans by May 31, 2023, or one month after submission of the final product. The provider shall update their plans based on study team and ED feedback. The provider should assume up to three rounds of feedback. The provider shall submit a final revised plan by June 30, 2023, or two months after submission of the final product.

**Deliverables:** Plans for start-up, training, monitoring and support, including associated materials, procedures, and protocols – updated and revised to reflect product adjustments and 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 changes to plans under Task 4. The final staffing plan shall include details about which provider staff will work with schools and districts to prepare them for product implementation, which staff will administer each training session, and which provider staff will monitor usage and support school/district staff (and in what capacity) throughout the project. The final plan shall also describe staffing to supervise the provider staff supporting districts. When submitting the final plans, the provider shall include an explanation of any 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 project. For the purposes of budgeting, the provider should assume they will support 50 treatment schools across 8 districts with approximately seven fourth- and fifth-grade classrooms in each school. The provider must submit a final and complete staffing and management plan that includes information for all districts by August 1, 2023. The provider must communicate any changes in key staffing 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. Start-Up, Training, Monitoring and Implementation Support During 2-Year Delivery Period***

This task covers the provider’s work to help districts and schools integrate the product into their systems, conduct summer trainings, monitor usage, and provide implementation support as needed, following the detailed plans submitted in the proposal and finalized in Tasks 4 and 5. The provider is responsible for tracking completion of start-up activities and trainings as well as monitoring usage and tracking implementation support provided throughout the school years. 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 they will deliver training and implementation support to 50 elementary schools in approximately 8 school districts. The provider can assume participation of approximately seven total fourth- and fifth-grade teachers at each participating school.

### **6.1. Start-Up Activities and Trainings (Summer 2023 and 2024)**

The provider shall be responsible for working with staff in participating schools and districts to prepare the schools for product usage. These activities include supporting integration of the platform into the district system, helping the schools ensure the product is accessible from all fourth- and fifth-grade student and teacher devices, helping districts ensure internet connectivity that will allow for the planned level of usage, and problem solving and providing technical assistance as needed. The provider shall deliver training and support to district or school IT or other staff that will be integrating the software in the district platform. Within two weeks after each district integration process, the provider shall provide the study team with a report on the integration process and any issues the district is facing.

After the district integration process and prior to training with teachers, the provider shall administer an orientation for school leaders to introduce them to the product and the expectations for teacher and student usage. For budgeting purposes, the provider should assume that these will be virtual orientation sessions with one orientation event for all relevant school/district staff in each of the 8 participating districts. Within 3 days after each orientation is administered, the provider shall submit a completion record indicating dates, times, and attendees (with information broken out by training module or session, as applicable). The provider shall also record each orientation and make the recording available within two weeks of the session for school/district staff who are unable to attend or are hired after the live training session is held.

The provider shall administer summer trainings for the fourth- and fifth-grade teachers participating in the project during the summer of 2023 and 2024, as described in Section A.3. 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. The provider can decide whether teacher training should be in-person or virtual. For budgeting purposes, the provider should assume separate summer trainings for 8 districts. The provider should propose the length of training, up to two days. Within three days after each summer 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). For teachers who are unable to attend the training or start after the training session, the provider shall create a recorded or online training and provide to schools within three weeks of the original training and monitor participation and report completion of that training to the study team. The provider shall adjust the content and modality of refresher training in the summer of 2024 to account for the fact that some teachers will have one year of experience with the product and only require a refresher training whereas other teachers will

be new to the product.

- Deliverables:** Report on each district's integration  
Completion records for virtual school leadership orientation  
Recorded version of school leadership orientation  
Completion records for each teacher trainings  
Online version of teacher training

## 6.2. Ongoing Monitoring and Implementation Support

The provider shall monitor usage and deliver ongoing implementation support as needed and according to their monitoring and support plan. These activities shall occur throughout the 2023-24 and 2024-25 school year. As described in Section A.3., the provider shall collect student usage data on a regular basis and monitor student time on task and progress through activities. The provider shall provide usage data to the study team on a bi-weekly basis for the first two months of each school year and monthly during the rest of each school year. The usage data shall include the student usage means, minimums, and maximums by classroom and school. If individual teacher or student data will be provided, the provider must use secure systems to store and transfer usage data in a way that minimizes the risk of disclosing confidential information.

The provider shall support the study team as needed to provide implementation support to those schools identified as having significant usage issues. The provider shall troubleshoot with schools and districts around any technical issues and provide assistance as needed to ensure the product is running smoothly throughout the two school years of implementation. In their regular reports to the study team, the provider shall report on any technical issues, any technical assistance provided in response, and any implementation support provided to districts or schools.

- Deliverables:** Bi-weekly or monthly usage reports  
Bi-monthly monitoring and implementation support reports

## ***Task 7. Providing Summative Product Data for Study***

At the end of each of the two study years (school years 2023-24 and 2024-25), the provider shall provide student-level product data to the study team. The study team will ensure necessary district permissions are part of its data sharing agreements with participating districts. These data shall include information on each student's usage of the product throughout the year and their progression and mastery of topic areas. The provider must use secure systems to store and transfer usage data in a way that minimizes the risk of disclosing confidential student information.

The provider shall submit a draft codebook to the study team by March 31, 2024. The study team will provide feedback on the draft codebook within five days of receipt. The provider shall

provide a final codebook within two weeks of receipt of feedback. Final datasets shall be provided by June 30, 2024, and June 30, 2025.

**Deliverables:** Summative student-level data codebook (draft and final versions)  
Summative student-level data sets

### **Task 8. Project Management**

To support effective implementation and comply with necessary project reporting requirements, the provider shall participate in regular, bi-weekly meetings with the study team during the base (or planning) period (2022-2023), and the option (or implementation) period (2023 – 2025). The provider shall also provide monthly progress/exception reports. During the planning period these reports must (1) summarize the major activities and accomplishments of the previous month, (2) describe activities planned for the next month, (3) identify any significant deviations from the product design plan or development and field testing timeline, (4) describe plans for addressing any problems with the product refinement, and (5) outline any decisions that may be needed from the study team or ED.

During the implementation period, 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; (5) outline any decisions that may be needed from the study team or ED; and (6) provide information about the allocation and use of resources (the study team will supply a template for providing this information).

Upon award, the study team will provide more information on the required format for the monthly progress/exception reports.

**Deliverables:** Biweekly meetings during implementation period  
Monthly progress reports

### **Exhibit B2. Schedule of Deliverables**

Deliverable	Description	Date
<b>Task 1. Project Kickoff</b>		
Provider’s existing product specifications and training materials	Delivery of all existing product materials and training and delivery plans for each mode (Broad Foundation Skill Building and Focused Just-In-Time Skill Building)	Within 3 working days of the contract award date
Summary of the kickoff meeting	Memo summarizing the kickoff meeting	Within 10 working days of the kickoff meeting

<b>Task 2. Support for Recruitment</b>		
Draft product brochure	Draft brochure that describes the features of the product and the training and supports teachers will receive	Within 2 weeks of the contract award date
Final product brochure	Final brochure that addresses feedback from the study team and ED	Within 2 weeks of study team and ED feedback
Initial FAQ	Document that addresses questions that district and school leaders may have about the product including the integration process and minimum computing requirements.	Within 2 weeks of the contract award date
Revised FAQ	Revised FAQ that addresses feedback from the study team and ED	Within 2 weeks of study team and ED feedback
Draft script of webinar (or video demonstration) of product	Draft script for a brief recorded webinar to demonstrate how the product works from a student and teacher perspective	Within 6 weeks of the contract award date
Final script of webinar (or video demonstration) of product	Final script that addresses feedback from study team and ED	Within five days of study team and ED feedback
Final recorded webinar	Final recorded webinar utilizing final script	Within two weeks of submitting final script
Product demo account access	Product demo account that can be used for testing purposes by district and school leaders	Within 6 weeks of the contract award date
<b>Task 3. Refinement of Product to Meet the Goals of the Study</b>		
Updated product design plan and timeline for development and field testing	Draft of the updated product design plan, supporting materials, and timeline for development and testing incorporating early feedback from the study team and ED	Within 8 weeks of the contract award date
Revised plan	Revised plan addressing feedback from the study team and ED	Within 11 weeks of the contract award date
Periodic progress reports, demo access, and usage data sharing	In adherence to the product design plan and timeline, provider will share periodic progress reports on development, demo product updates, and share usage data from test sites	At least three times during development phase (Fall 2022-Spring 2023)
Final product meeting the requirements of each core component	The provider will demo the final product and share a final report on product features and alignment with core components including description of modes	By April 30, 2023
<b>Task 4. Refinement of Detailed Plans for Start-Up, Training, Monitoring and Support</b>		



Updated plans	Draft plan for start-up, training, usage monitoring and implementation support, including associated materials, procedures, and protocols – updated and revised to reflect product adjustments and feedback from the study team and ED	By May 31, 2023
Revised plans	Revised plans addressing additional feedback from the study team	By June 30, 2023
<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 project
Final plan	A final and complete plan includes staffing and management information across all participating districts	August 1, 2023
<b>Task 6.1. Start-Up Activities and Trainings</b>		
Report on each district integration process	Report describing each district’s product integration including any issues	Within 2 weeks of finishing each district’s integration process
Completion records for virtual school leadership orientation	Completion record indicating dates, times, and attendees	Within 3 days of each district’s orientation session
Recorded version of each school leadership orientation session	Recorded versions of each orientation for use by staff members unable to attend	Within 2 weeks of each district’s orientation session
Completion records for each teacher training	Completion record indicating dates, times, and attendees (with information broken out by training module or session, as applicable)	Within 3 days of each district’s training session in Summer 2023 and 2024
Recorded or online training	Recorded or online version of training for teachers who were not able to attend or started at the school after the training	Within 3 weeks of each district’s training session
<b>Task 6.2. Ongoing Monitoring and Implementation Support</b>		
Bi-weekly or monthly product usage reports	Provide reports on product usage by students and teachers	Bi-weekly during first two months of each school year and monthly thereafter
Bi-monthly monitoring and implementation support reports	Provide reports describing any implementation support delivered to schools.	Bi-monthly during each school year

Task 7. Providing Summative Product Data for Study		
Draft summative student-level data codebook	Codebook to show variables and format of summative dataset that will be provided to study team	March 31, 2024
Final summative student-level data codebook	Final version of the codebook responding to study team feedback	Within 2 weeks of study team feedback
Summative student-level dataset	Summative dataset of student-level usage and progress data for the school year	June 30, 2024 and June 30, 2025
Task 8. Project Management		
Bi-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 Providers

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

### *Study Team Responsibilities (MDRC/RAND/Digital Promise/Westat/Public Strategies)*

- **Coordination.** The study team will support the provider and districts in coordinating the training activities across sites as necessary, providing support in initiating start-up activities, scheduling trainings, 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 (e.g., student records data collection, teacher and principal survey completion, and adaptive math assessment administration where required). The study team will also cover the costs of any district or school staff time in trainings.
- **District and school recruitment.** The study team will recruit and select the districts and schools for participation in the project.
- **Support for district selection of products.** Districts will choose their preferred product from those selected for use in the study. The study team will be in charge of ensuring a fair distribution of products across the districts participating in the project while also ensuring, as much as possible, that districts work with their top product choice.
- **Random assignment of schools.** The study team will randomly assign schools within districts to either implement the product in all fourth- and fifth-grade classrooms for two

years or to not implement the product in fourth- and fifth-grade classrooms during those two years but allow product implementation in all second-grade classrooms.

- **Random assignment of students.** The study team will implement or support the provider in implementing random assignment of students to either the Broad Foundation Skill Building or Focused Just-In-Time Skill Building approaches in the schools providing the product to the fourth and fifth grades. If the study team administers random assignment, then the study team will provide the random assignment results to the provider.
- **Execute data sharing agreement with districts.** The study team will execute data sharing agreements with each district to ensure the provider can provide student-level product usage data to the study team for study purposes.
- **Data collection for the study.** The study team will collect all study data. This will include collecting training logs and student usage and progress data from the provider. It will also include collecting student records from the district, administering an adaptive math assessment to students (as needed), and administering surveys to teachers and principals.
- **Analysis and reporting.** The study team will conduct all analyses and draft all reports.

### *Provider Responsibilities*

- **Support for district and school recruitment.** The provider shall assist the study team with recruitment efforts by developing a product brochure and an FAQ that answers any questions districts and schools may have about the product, the training, and the specifications for product integration. The provider also shall provide a webinar or demonstration video and a product demo account to share with districts and schools during recruitment and shall participate in recruitment phone calls as needed. The provider also shall provide information about current usage of its products in districts identified for recruitment.
- **Refinement of product.** The provider shall adapt their current digital math product if necessary to meet the specifications of the project including the conditions of each of the instructional approaches: Broad Foundation Skill Building and Focused Just-In-Time Skill Building.
- **Cost of implementation.** The provider shall monitor its costs related to the implementation of the product in the districts including materials, trainings, and ongoing implementation support and technical assistance.
- **Start-up and training activities.** The provider shall conduct the start-up activities and trainings with districts and schools described in Task 6.1 and section A.3. If travel is required for trainings the provider shall pay for the cost of transportation and lodging of its own training staff, as well as any provider staff time.
- **Support student-level randomization.** The provider shall assign students to either the

Broad Foundation or Focused Just-In-Time approach based on the results of student-level randomization and maintain those assignments for the duration of implementation for the study.

- **Monitor usage and provide support.** The provider shall collect product usage data for each school and use the data to monitor whether schools are meeting the implementation requirements as discussed in Task 6.2 and section A.3. The provider will report usage findings and data to the study team. If the study team and ED decide that implementation support is warranted, the provider will support the study team as needed to provide assistance to teachers and schools.
- **Provision of data to the study team.** The provider shall deliver student-level usage and progress data at the end of each implementation year as discussed in Task 7.

## C. Instructions to Providers

This section contains direction on the content, organization, and format of the technical and business sections of the proposal.

### 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 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 <a href="#">website</a>	May 18, 2022
Submit Intent-to-bid <a href="#">form</a> (including any questions about RFP)	<b>May 25, 2022</b>
Responses to RFP questions posted on project <a href="#">website</a>	Jun 6, 2022
Proposals and letters of reference submitted to <a href="mailto:ReSolveMath@mdrc.org">ReSolveMath@mdrc.org</a>	<b>July 8, 2022 by 5:00 pm Eastern</b>

Review of written proposals	July 2022
Virtual presentations by selected finalists	August 2022
Award date (estimated)	September 9, 2022

## C.2. Intent to Bid and Questions

A copy of this RFP and related documents will be available at the following website: <https://www.mdrc.org/news/announcement/opportunity-providers-digital-math-products-address-unfinished-learning>. Entities interested in responding to the RFP should fill out the [intent-to-bid form](#), no later than 5:00 p.m. Eastern Time on May 25, 2022. The form asks for basic contact and product information and includes a space for providers to ask any questions they have about the RFP. Failure to submit an intent-to-bid form will **not** disqualify providers from consideration; however, submission of an intent-to-bid form is strongly encouraged. Responses to questions asked by providers on the intent-to-bid form will be provided by the study team and posted online on the website for the RFP (referenced above) by June 6, 2022. 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 by June 6, 2022, at the website in the link above.

## C.3. Proposal Submission

Electronic versions of the technical and business proposals must be submitted to [ReSolveMath@mdrc.org](mailto:ReSolveMath@mdrc.org) no later than 5 p.m. Eastern Time on Friday, July 8, 2022. Offers received after the official deadline for proposal submission will not be considered.

The anticipated award date is September 9, 2022.

## C.4. Minimum Qualifications

The expert review panel will review only complete proposals received by **5:00 p.m. Eastern on July 8, 2022**. Incomplete proposals will not be considered.

## C.5. Technical Proposal Review Criteria

Providers must submit proposals describing how their products adhere to the core components detailed in Exhibit A.2. They should describe how the product currently adheres to both instructional approaches (Broad Foundation and Focused Just-In-Time) as independent modes or could be reconfigured to do so for this project. Providers may submit a proposal if they currently support both approaches, currently support one of the approaches but propose to develop the other approach during the 2022-23 school year, or if they currently support something similar to each approach but propose to further develop each of the approaches during 2022-23 school year to meet the specific goals of the RFP. Technical proposals that meet minimum requirements will be evaluated against the criteria specified in Exhibit C2. For each criterion, proposals will be scored as excellent, good, fair or poor. Criteria are listed in order of importance with the quality of the proposed product being the most important.

## Exhibit C2. Technical Review Criteria

Criterion	Description
<b>Quality of proposed product</b>	Proposals will be evaluated on the strength of the digital technology that supports math learning in upper elementary grades (i.e., the proposed product), its ability to fully implement each of the core components of the math catch-up strategy as articulated in this RFP, and the soundness of its methods in operationalizing the Broad Foundation Skill Building and Focused Just-In-Time Skill Building instructional approaches. The proposal should include a clearly articulated rationale for the mathematics content, sequencing, assessments, pedagogy, lessons and activities, and progress monitoring implemented by the product.
<b>Quality of proposed start-up, training, monitoring, and support</b>	Proposals will be evaluated on the organization’s capability to support district integration of the product, provide quality training to teachers and other school staff to support use of the product within the math instruction, and to monitor student usage and support the study team as needed in providing support to schools to ensure fidelity to the implementation goals discussed in this RFP.
<b>Organizational capabilities, staff qualifications, and management plan</b>	Proposals will be evaluated on the basis of demonstrated organizational experience with similar types of implementation efforts and 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. Proposals will also be evaluated on the basis of the inclusion of a credible plan for management and oversight.
<b>Research supporting proposed product</b>	Proposals will be judged on the basis of existing research findings presented to support the proposed product and its influence on relevant outcomes. When possible, research should indicate the effects on students similar to those expected to participate in this project and with similar delivery and duration as planned for this project.

### C.6. 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, the study team, in consultation with ED and an expert review panel, will select up to six finalists to present their product and support models for the project.
- In the third stage, finalists will give virtual presentations.

Subsequently, the study team, in consultation with ED and the expert review panel, will select approximately two providers to participate in the project and implement the math catch-up strategy using their digital, adaptive math product.

Costs will be evaluated for congruence with the quality of the proposed work. The project will be split into two periods, a base period that will include Tasks 1-3 and 8 and an option period that will include Tasks 4-8. The total budget for the base period for each provider should not exceed \$250,000. The total budget for the option period should not exceed \$750,000. The

provider should use the following assumptions in budgeting for the option period: eight districts, with 50 treatment schools with approximately seven fourth- and fifth-grade classrooms and a total of 150 students per school, and 25 control schools with approximately 75 second grade students per control school. Teacher training and ongoing monitoring and support will only be provided to fourth- and fifth-grade classrooms in treatment schools, while control schools will receive the product licenses for their second-grade classrooms and support integrating the product into their system, but no training, monitoring or implementation support will be provided. 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.7. 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 MDRC to cover any such provider costs incurred as a result of this RFP.

### **C.8. Contract Structure and Budget**

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

The expected maximum funding available for each provider is \$250,000 for the base period and \$750,000 for the option period as noted above.

## **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 product, the provider's plan to implement one or both approaches, the effort it will take the provider to adapt the current product to meet the project specifications, and the provider's plan for training, monitoring, and support. **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 and experience and the product’s capacity relevant to:

- Supporting diverse populations of students in Title I schools with unfinished learning needs.
- Approach and rationale for the scope and sequencing of topics provided to students including justifications for the learning progressions used (e.g., anchored in existing curriculum/content maps or developed using analytic results from product data).
- Assessment including initial diagnostics for individual student placement and processes for frequent or ongoing progress monitoring.
- Adaptations to the learning experience (e.g., the pace, progression, content, tutorials, and examples) based on those diagnostic assessments and progress monitoring.
- Quality of the pedagogy used in the product’s activities and lessons (e.g., describe how the math instruction aligns with *WWC Practice Guide: Assessing Students Struggling with Mathematics: Intervention in the Elementary Grades* (Fuchs et al., 2021)).
- Provisions of feedback, hints, scaffolding, and recommendations to support students through mathematics activities.
- Motivating student academic engagement in mathematics.
- Teacher’s role, providing data to teachers, and ideal usage of those data.
- Providing high-quality training and ongoing monitoring and support.

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) can be up to 35 pages. 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; 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. 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 and processes of the project; the product’s method of operationalizing the core components including those of both instructional approaches; and the provider’s plan to deliver training, monitoring, and implementation supports as needed to teachers and relevant school and district staff.

### ***D.2.4. Product Description***

This section must describe the product in detail, including any adjustments the provider is proposing to make to the product during the refinement period (Fall 2022 through Spring 2023) to ensure the product fully meets the project’s specifications.

If the provider does plan to make refinements to their products, this section should include a description of the specific product elements that will be altered and how those changes will result in closer alignment to the project’s specification of each instructional approach. Providers should also detail a timeline and staffing plan for these refinement activities that outline the plan for development and field testing of the modifications.

This section must contain detailed plans that reflect the RFP’s requirements for the core components and delivery specifications (Section A.2).<sup>5</sup> Proposals must include a detailed explanation of how the product will operationalize each of the four core components and each of the instructional approaches (Broad Foundation and Focused Just-In-Time). This section must also describe the expected product usage and the flexibility of the product to be used in different situations (e.g., for shorter or longer sessions, used by all students concurrently or in a ‘station rotation’ setting where some students might be using the product while others are engaging in other activities). (Examples of product lessons, activities, assessments, and data reports that reflect the core components should be included in **Appendix B**.)

In this section, proposals must clearly discuss the provider’s specific plans for addressing any issues related to delivery of the core components. For each of the instructional approaches (Broad Foundation and Focused Just-In-Time), the provider must separately describe: 1) the method the product will use to determine what content a student will start with, 2) the sequencing or learning progression the product will follow as it moves through the student’s unfinished learning, and 3) how the product will determine the time spent on a given topic before moving on to the next topic (i.e., for the Broad Foundation approach, how the product

---

<sup>5</sup> Providers should use these specifications as a starting point to guide their description of the product and its method of delivering the described catch-up strategy and may suggest improvements to the specifications along with a justification of the merits of these alternative or additional methods.

determines when a student should move on to the next topic; for the Focused Just-in-Time approach, how the product moves students to a new topic when the focus of classroom instruction shifts).

Further, proposals must also clearly discuss the provider's specific plans for addressing the following cross-cutting issues:

- *How the product approaches selection and prioritization of the foundational below-grade level content that will be provided to students:* The provider should describe the framework for these content decisions and the content mapping the adaptive feature uses to move students through topics and skills. The provider should demonstrate how these content choices align with common state standards. Providers should describe how the selection and prioritization of content would be operationalized differently under each approach. To provide an example, the provider should discuss in detail the product's alignment of content related to number sense and operations with respect to fractions. The provider should explain and give examples of their approach to addressing unfinished learning in this domain – including justifications for the mathematics learning progressions or learning trajectories the product uses to determine scope and sequencing. The provider should further discuss the rationale behind the progressions and whether it is anchored in existing curriculum or content maps, and/or developed using analytic results from product data.
- *How the product assesses student's initial unfinished learning and progress:* The provider should clearly discuss their approach to assessment and progress monitoring, the types of assessments used, the length of the assessments, how the product tracks students' progress, and the rationale behind the assessment and progress monitoring. The provider should specify their product's decision rules that determine when a student has mastered a skill or topic area to move forward and when a student needs additional remediation. The provider should describe the rationale behind these decision rules.
- *How the product supports student engagement:* Key to the effectiveness of the product will be its ability to engage students' interest, curiosity, and persistence. The provider should discuss the principles utilized in the design of the product and its activities and how those principles align with core learning sciences principles and use research-based strategies to support student engagement (Hirsh-Pasek et al., 2015). The product should include at least some of the following design features and should discuss how these features are core to student engagement: 1) Visually attractive elements that promote engagement; 2) Gamification, characters, storyline; 3) Provides student-friendly incentives and/or awards; 4) Allows students to make choices; 5) Utilizes real-world problems and natural scenarios.
- *How the product tailors instruction for students with disabilities and English*

*language learners:* The provider should describe the product’s methods for supporting these groups of students. All fourth- and fifth-grade students in the treatment schools who receive math instruction in general education classrooms will participate in the math catch-up strategy and utilize the product. The product will need to offer similar levels of support to students with disabilities and ELL students as to other students in the classroom. The provider should explain if the product is available in other languages and what techniques are engaged to support different learning needs.

This section should also discuss the basic features of the product required to ensure feasibility of the product in the planned context. For instance, each student will need a unique account so that the product can follow the student’s progress over multiple sessions throughout the school year. The product should be easily accessible by students so that logging in and out does not take up much class time. The product should be viable for use in shorter and longer increments to accommodate differences in how schools may allocate the expected 60 minutes per week for student product use (assuming a minimum session length of 15 minutes). The product must be compatible with all the typical platforms used by districts and types of devices used by students in classrooms.

Finally, this section of the proposal must include a justification for the product’s methods and delivery mode. This may be included throughout the discussion of each core component or as a standalone subsection. This justification must explain how use of the product by students with unfinished learning as part of the normal classroom instruction will ultimately lead to improved student outcomes, expanding on the theory of action in Exhibit A1. The justification must also state whether the product’s methods are based on research findings. The provider shall supply relevant references in **Appendix A**, including links to relevant documents available online via research and evaluation clearinghouses and the provider’s website (as applicable). The provider should include more information about the research basis for the product in Section D.2.6.

#### ***D.2.5. Start-Up, Trainings, Monitoring, and Implementation Support***

This section should articulate a detailed plan for start-up, training, monitoring, and support that adheres to the minimum requirements listed in Section A.3. Proposals must describe the provider’s approach to supporting district integration of the software, training teachers and other school staff on how to utilize the software and incorporate the product within their normal math class time, monitoring student product usage, and supporting the study team to identify issues with the level of usage and provide implementation support when the usage is not meeting pre-specified levels.

The proposal should describe the purpose, type, content, sequence, and timeline of proposed trainings and should address how these elements will enable teachers to implement with fidelity. (Section A.3 also contains suggested duration for training, but the provider may propose an alternative duration.) This section of the proposal shall also describe any materials,

procedures, and protocols proposed for providing such trainings, and explain the provider’s plans for delivering training at the scale and scope required for the project. This section must also clearly discuss how the proposed training will address the following topic areas: a) familiarization with platform/content, b) software use and troubleshooting, c) administrative tasks teachers need to do, d) how teachers can monitor usage, e) how to use data dashboards or reports, and f) teachers’ role during product and non-product time. The intent of the training should not be to train teachers in instructional practices and should instead focus on proper usage of the product. This section should also describe the provider’s plan for monitoring student usage data and supporting the study team in identifying classrooms and schools with usage issues and providing implementation support to school staff and teachers to solve usage issues. The provider should further describe any reports their products typically generate for teachers or school leadership. Examples of proposed materials should be included in **Appendix C** (see Section D.2.11 for more details).

#### ***D.2.6. Research Supporting Product Methods***

In this section, the provider should briefly describe research previously cited to justify the methods described in Section D.2.4. The section should include a brief summary of no more than five research studies that have examined the product directly or have examined critical elements of the product’s methods and key outcomes presented in the theory of action (Exhibit A1). Research may include both evaluations of the product and/or research that has informed the design of the product’s theory of action, approach, or mechanism. Stronger research will include student populations like those planned to participate in this project (e.g., students in upper elementary grades, students in Title I schools, students with some unfinished learning in mathematics). Stronger research would be based on a study of the product over an implementation period similar to that of this project, with a dosage compatible with the expectations of this project (approximately sixty minutes per week) and would include outcome measures outside the product. Stronger research would include rigorous evaluations such as randomized controlled trials or studies using quasi-experimental designs.

If the proposal has cited more than five research studies in Section D.2.4, 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. 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.

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 involved in this project. 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 staff who will refine the product, trainers, staff who will provide the usage data to the study team, and staff who will support the study team's implementation support to schools.

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 and keep the study team informed of and involved in major decisions or events that are likely to affect the project. All staff involved in training must have demonstrated ability to conduct high-quality 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 those refining the product, trainers, and staff monitoring usage and working with the study team to provide direct support to schools, 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 product and conduct trainings, monitoring, and support.

This section should describe the provider's experience with similar projects and discuss anticipated 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 product usage across the U.S., dates and duration of usage, trainings and support provided, dates and duration of trainings, and a list of schools/districts in which the work occurred. In this section, the provider should also describe any research currently being conducted on the product and the scope and focus of that research.

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 MDRC no later than July 8, 2022, at 5 p.m. Eastern Time to Dr. Barbara Condliffe at [ReSolveMath@mdrc.org](mailto:ReSolveMath@mdrc.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. No page limit.
- **Appendix B. Examples of Product Content and Delivery.** Should include examples of product lessons, activities, assessments, data reports, etc. that reflect how the product meets the core components. Should also include a guest or trial login or similar information that would allow reviewers to access and test the product. Limited to 20 pages.
- **Appendix C. Examples of Proposed Materials for Training and Usage Monitoring.** Examples of training slides and exercises, and other materials that providers propose to use when administering training. Example usage reports. Limited to 10 pages.
- **Appendix D. Résumés for Key Personnel.** Résumés for staff who will refine the product to meet the project needs, trainers, staff compiling usage reports, staff providing technical assistance, staff who will support the study team with implementation support to schools, , and staff who will oversee and manage the contracted work. 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 product use and trainings, and a list of schools/districts 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 project. 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.2 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. The provider should include the cost of base period recruitment materials and support and product refinement efforts and option period product usage/license fees, product integration support, trainings, and ongoing implementation support and technical assistance in their proposed budget. These costs should include the salaries and expenses of all staff including recruitment staff, product developers, trainers and other support staff, and project managers; expenses to prepare brochure, FAQ, and webinar or video demonstration for schools, all materials and products used to support the integration of the product into classroom use, and all orientation and training materials. Providers will determine whether the summer trainings will be in-person or virtual. Please provide costs for the proposed type of training. For example, if in-person training is proposed, please include costs for travel of trainers and support staff to school districts, including air fare, ground transportation, hotel, and meals or for school staff to attend training at a central location. Please also include any costs that are incurred for the use of secure systems to store and transfer usage data. *The budget should not include the costs of school or district staff labor for attending trainings, participants' meals, or training facilities. These costs will be paid by MDRC.*
- **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 Annual Representations & Certifications and Entity Information Form"** (each form is available on the [website](#) for this RFP). Providers must complete these forms.

- **Conflict of Interest form** (available on the [website](#) for this RFP). An organizational conflict of interest form (Subcontractor/Consultant Conflict of Interest Certification) must be completed for each organization that is named in the proposal.

Providers are requested to organize their cost estimates according to the major cost line items indicated below (all cost information will be kept confidential):

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 (September 1, 2022 – June 30, 2025).
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.

MDRC 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

---

- Dixon, Felicia A., Nina Yssel, and John M. McConnell. 2014. "Differentiated Instruction, Professional Development, and Teacher Efficacy." *Journal for the Education of the Gifted* 37, 2: 111-127.
- Frye, D., Baroody, A. J., Burchinal, M., Carver, S. M., Jordan, N. C., & McDowell, J. 2013. *Teaching Math to Young Children: A Practice Guide* (NCEE 2014-4005). Washington, DC: National Center for Education Evaluation and Regional Assistance (NCEE), Institute of Education Sciences, U.S. Department of Education. Retrieved from the NCEE website: <http://whatworks.ed.gov>
- Fuchs, L.S., Newman-Gonchar, R., Schumacher, R., Dougherty, B., Bucka, N., Karp, K.S., Woodward, J., Clarke, B., Jordan, N. C., Gersten, R., Jayanthi, M., Keating, B., and Morgan, S. (2021). *Assisting Students Struggling with Mathematics: Intervention in the Elementary Grades* (WWC 2021006). Washington, DC: National Center for Education Evaluation and Regional Assistance (NCEE), Institute of Education Sciences, U.S. Department of Education. Retrieved from <http://whatworks.ed.gov/>.
- Hirsh-Pasek K, Zosh JM, Golinkoff RM, Gray JH, Robb MB, Kaufman J. 2015. "Putting Education in "Educational" Apps: Lessons from the Science of Learning." *Psychological Science in the Public Interest*. 16, 1:3-34.
- Jordan, N. C., Rodrigues, J., Hansen, N., & Resnick, I. 2017. "Fraction development in children: Importance of building numerical magnitude understanding in acquisition of complex arithmetic skills and higher-order mathematics concepts" Academic Press: 125-140.
- Kuhfeld, Megan, James Soland, and Karyn Lewis. 2022. "Test Score Patterns Across Three COVID-19-Impacted School Years." EdWorkingPaper: 22-521. Retrieved from Annenberg Institute at Brown University.
- Lewis, Karyn, Megan Kuhfeld, Erik Ruzek, and Andrew McEachin. 2021. "Learning During COVID-19: Reading and Math Achievement in the 2020-21 School Year." Center for School and Student Progress, NWEA.
- NAEP Report Card: 2019 NAEP Mathematics Assessment*. 2019. U.S. Department of Education, Institute of Education Sciences, National Center for Education Statistics, National Assessment of Education Progress (NAEP).
- Siegler, R., Carpenter, T., Fennell, F., Geary, D., Lewis, J., Okamoto, Y., Thompson, L., & Wray, J. 2010. *Developing Effective Fractions Instruction for kindergarten through 8th grade: A Practice Guide* (NCEE #2010-4039). Washington, DC: National Center for Education Evaluation and Regional Assistance, Institute of Education Sciences, U.S. Department of Education.
- TIMSS 2019 U.S. Highlights Web Report* (NCES 2021-021). 2019. U.S. Department of Education, Institute of Education Sciences, National Center for Education Statistics.
- Woodward, J., Beckmann, S., Driscoll, M., Franke, M., Herzig, P., Jitendra, A., Koedinger, K. R., & Ogbuehi, P. 2012. *Improving Mathematical Problem Solving in Grades 4 through 8: A Practice Guide* (NCEE 2012-4055). Washington, DC: National Center for Education Evaluation and Regional Assistance, Institute of Education Sciences, U.S. Department of Education.

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

---

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

### Federal Requirements

*The Agreement is subject to the federal government contracts law, statutes, and regulations requiring the flow-down of contract terms and conditions to subcontractors. Referenced below are the Prime Contract clauses with which MDRC must comply, clauses that reasonably apply to Subcontractor for MDRC to satisfy its contractual obligations, and/or clauses that are incorporated by reference. It is understood and agreed by the parties that this Subcontract is intended to be executed in conformity with the provisions of the Prime Contract.<sup>6</sup> Under no circumstances, however, shall this Subcontract or any parts hereof be deemed to establish or create a contractual obligation between the Funding Agency and Subcontractor. Moreover, nothing in the Agreement is intended by the Parties to conflict with any such terms or conditions incorporated herein.*

### I. 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 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.

---

<sup>6</sup> With respect to any clauses incorporated herein that are applicable to Subcontractor, references to "Contractor" means "Subcontractor," "Contracting Officer" means "MDRC," "Contract" means this subcontract Agreement, and "Government" and/or "Department" means "MDRC." However, the words "Government," "Department," and "Contracting Officer" do not change when a right, act, authorization, or obligation can be granted or performed only by the Government or its duly authorized representative. If and when the clause provisions require communication (or notification) from/to the Contractor to/from the Contracting Officer, any such communications shall be through MDRC.

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

### **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.

### **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 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.

## **II. 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).

### **III. RECORDS RETENTION REQUIREMENTS**

The 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 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, the 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, the 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 the 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 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.

Subcontractor's execution of this Agreement will constitute its written acknowledgement of the requirements of this section.

**IV. SECTION H OF PRIME CONTRACT IDIQ – SPECIAL CONTRACT REQUIREMENTS**

This Agreement incorporates the below by reference, as applicable, with the same force and effect as if they were given in full text. These clauses include those with which MDRC must comply and those that reasonably apply to Subcontractor for MDRC to satisfy its contractual obligations. MDRC can make the full text of any regulation available upon request.

<b>Education Department Acquisition Regulations (EDAR)</b>	
The EDAR is available via the Internet at <a href="http://www.ed.gov/policy/fund/reg/clibrary/edar.html">www.ed.gov/policy/fund/reg/clibrary/edar.html</a> .	
<b>Clause No.</b>	<b>Clause Title and Date</b>
3452.208-72	Paperwork Reduction Act (May 2011)
3452.209-71	Conflict of Interest (May 2011)



3452.215-70	Release of Restricted Data (May 2011)
3452.224-70	Release of Information under the Freedom of Information Act (May 2011)
3452.224-71	Notice about Research Activities Involving Human Subjects (May 2011)
3452.224-72	Research Activities Involving Human Subjects (May 2011)
3452.227-71	Advertising of Awards (May 2011) (Reference 3452.227-71)
3452.227-72	Use and Non-Disclosure Agreement (May 2011)
3452.227-73	Limitations on the Use Or Disclosure Of Government-Furnished Information Restrictive Legends (May 2011)
3452.228-70	Required Insurance (May 2011)
3452.237-70	Services of Consultants (May 2011)
3452.237-71	Observance Of Administrative Closures (May 2011)
3452.239-72	Department Security Requirements – Deviation (2020-01)
3452.242-71	Notice To The Government Of Delays (May 2011)
3452.242-73	Accessibility Of Meetings, Conferences, And Seminars To Persons With Disabilities (May 2011)
3452.247-70	Foreign Travel (May 2011)

### 31.205.70 FOOD COSTS

No food may be provided under this contract or in association with this contract unless consent is provided below. The cost of food under this contract is unallowable unless the contractor receives written consent from the Contracting Officer prior to the incurrence of the cost. If the contractor wishes to be reimbursed for a food cost, it must make a request in writing at least 21 days prior to the day that costs would be incurred. The contractor shall include in its request the following:

the purpose of the event at which the food will be served, why the food is integral to fulfill a

government requirement in the contract, and the proposed costs. The lack of a timely response from the Contracting Officer shall not constitute constructive acceptance of the allowability of the proposed charge. Consent is hereby given to the contractor to. No consent for food is given under this contract.

#### 31.205.71 TRAVEL COSTS

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

#### H.17 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)

#### 3452.208-71 PRINTING (MAY 2011)

Unless otherwise specified in this contract, the contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract; except that performance involving the duplication of fewer than 5,000 units of any one page, or fewer than 25,000 units in the aggregate of multiple pages, shall not be deemed to be printing. A unit is defined as one side of one sheet, one color only (with black counting as a color), with a maximum image size of 10 3/4 by 14 1/4 inches on a maximum paper size of 11 by 17 inches. Examples of counting the number of units: black plus one additional color on one side of one page counts as two units. Three colors (including black) on two sides of one page count as six units.

#### H.19 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 91990021D0001. 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."

#### 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](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 OPM's 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): N/A

Moderate Risk (MR): Project Leadership, Researcher, Site Outreach Staff, Data Collector

Low Risk (LR): [N/A]

(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: **Moderate Risk**

(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 [x]** will not 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:

**Integrity: Moderate**

**Availability: Moderate**

**Overall Risk Level: Moderate**

(l) Performance of this contract **does involve [x]** does not involve [] Personally Identifiable information (PII) or Controlled Unclassified Information as defined in 32 CFR Part 2002.

**The Confidentiality Impact Level: Moderate**

(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.

END OF SECTION

## **V. SECTION I OF PRIME CONTRACT IDIQ– CONTRACT CLAUSES**

This Agreement incorporates the FAR clauses below by reference, as applicable, with the same force and effect as if they were given in full text. These clauses include those with which MDRC must comply and those that reasonably apply to Subcontractor for MDRC to satisfy its

contractual obligations. MDRC can make the full text of any regulation available upon request. \_\_

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES	
FAR CLAUSE NO.	TITLE AND DATE
52.202-1	Definitions (Nov 2013)
52.203-2	Certificate of Independent Price Determination (April 1985)
52.203-3	Gratuities (April 1984)
52.203-5	Covenant Against Contingent Fees (April 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Sept 2006)
52.203-7	Anti-Kickback Procedures (May 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (June 2020)
52.203-13	Contractor Code of Business Ethics and Conduct (Jun 2020)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees
52.203-19	Prohibition On Requiring Certain Internal Confidentiality Agreements Or Statements (Jan 2017)
52.204-2	Security Requirements (August 1996)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (May 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (June 2020)
52.204-14	Service Contract Reporting Requirements (Oct 2016)
52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013)
52.209-9	Updates Of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (Reference 52.209-9)
52.209-10	Prohibition On Contracting With Inverted Domestic Corporations (Nov 2015) (Reference 52.209-10)
52.210-1	Market Research (Jun 2020)
52.215-2	Audit and Records – Negotiation (Jun 2020)

52.215-10	Price Reduction for Defective Cost or Pricing Data (Aug 2011)
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data— Modifications (Jun 2020)
52.215-12	Subcontractor Cost or Pricing Data (Oct 2010)
52.215-13	Subcontractor Cost or Pricing Data –Modifications (Oct 2010)
52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)
52.215-19	Notification of Ownership Changes (Oct 1997)
52.215-23	Limitations on Pass through Charges (Jun 2020)
52.216-7	Allowable Cost and Payment (Aug 2018)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020)
52.219-8	Utilization of Small Business Concerns (Oct 2018)
52.222-2	Payment for Overtime Premiums (July 1990) *\$0.00
52.222-3	Convict Labor (June 2003)
52.222-21	Prohibition of Segregated Facilities (Apr 2015)
52.222-26	Equal Opportunity (Sept 2016)
52.222-35	Equal Opportunity Veterans (Jun 2020)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 2020)
52.222-37	Employment Reports on Veterans (Jun 2020)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
52.222-41	Service Contract Labor Standards (May 2014)
52.222-43	Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)
52.222-50	Combating Trafficking in Persons (Oct 2020)
52.222-54	Employment Eligibility Verification (Oct 2015)
52.223-6	Drug-Free Workplace (May 2001)
52.223-17	Affirmative Procurement of EPA- Designated Items in Service and Construction Contracts (May 2008)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
52.223-99	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Oct 2021) (Deviation)
52.224-1	Privacy Act Notification (April 1984)
52.224-2	Privacy Act (April 1984)
52.224-3	Privacy Training (Jan 2017)
52.225-13	Restrictions on Certain Foreign Purchases (Feb 2021)
52.227-1	Authorization and Consent (Dec 2007)
52.227-17	Rights in Data – Special Works (Dec 2007)
52.228-7	Insurance – Liability to Third Persons (Mar 1996)
52.230-2	Cost Accounting Standards (May 2014)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Jun 2020)

52.230-6	Administration of Cost Accounting Standards (June 2010)
52.232-7	Payments under Time and Materials and Labor Hour Contracts (Aug 2012)
52.232-11	Limitation of Withholding of Payments (Apr 1984)
52.232-17	Interest (May 2014)
52.232-39	Unenforceability of Unauthorized Obligations (June 2013)
52.233-3	Protest after Award. (Aug 1996), Alt I (Jun 1985)
	Alternate I (June 1985)
52.239-1	Privacy or Security Safeguards (Aug 1996)
52.243-3	Changes – Time and Materials or Labor Hours (Sept 2000)
52.242-1	Notice of Intent to Disallow Costs (April 1984)
52.242-3	Penalties for Unallowable Costs (May 2014)
52.242-5	Payments to Small Business Subcontractors (Jan 2017)
52.242-13	Bankruptcy (Jul 1995)
52.244-5	Competition in Subcontracting (Dec 1996)
52.244-6	Subcontracts for Commercial Items (Mar 2015)
52.246-6	Inspection of Services – Time and Materials or Labor Hour (Mar 2001)
52.245-1	Government Property (April 2012)
52.249-6	Termination (Cost Reimbursement)(May 2004) Alternate IV (Sep 1996)
52.249-14	Excusable Delays (April 1984)
52.252-6	Authorized Deviations in Clauses (Nov 2020)
52.253-1	Computer Generated Forms (Jan 1991)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.



- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

#### 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.

#### 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 Government's 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 contractor's performance of the contract, the Contracting Officer may grant a contractor's 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.

#### 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) Definition. As used in this clause - *United States or its outlying areas* means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority*. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance*. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.