

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Market	Open	Page of Pages	
2. Contract Number		3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Requisition/Purchase Number
DCTO-2008-C-0019		DCTO-2008-R-0019	<input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposal (RFP)	10-Dec-07	1   85
7. Issued By Office of Contracts and Procurement Office of the Chief Technology Officer 441-4th Street, N.W., Suite 970 North Washington, DC 20001			8. Address Offer To (If other than line 7)		

NOTE: In sealed bid solicitations "Offer" and "Offeror" means "Bid" and "Bidder"

**SOLICITATION**

9. Sealed proposals in original and \_\_\_\_\_ copy for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR Chapters 15 and 16 as applicable. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Contact	A. Name Surinder Sharma, Contract Specialist	B. Telephone (No Collect Calls)		C. E-mail Address
		(Area Code) 202	(Number) 535-2519 (Ext)	Surinder.Sharma@dc.gov

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**OFFER**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount for Prompt Payment

10 Calendar days %	20 Calendar days %	30 Calendar days %	_____ Calendar days %
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer/Contract
Williams, Adley & Company, LLP 1250 H Street, N.W., Suite 1150 Washington, D.C. 20005			

15B. Telephone	15 C. Check if remittance address is different from above - enter address in Schedule Section K.	17. Signature	18. Offer Date
(Area Code) 202 (Number) 371-1397 (Ext)	<input type="checkbox"/>	<i>Surinder Sharma</i>	5/22/08

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation	
<u>ALL</u>	<b>\$11,844,907.00</b>		
22. <input type="checkbox"/> Award - DC OCP Form 201 not required <input type="checkbox"/> Negotiated Agreement - DC OCP Form 201 must be executed	23. Submit Invoices to Address Shown In (2 copies unless otherwise specified)		Item
24. Administered By (If other than Item 7)	Code	25. Reserved for future use	

Name of Contracting Officer (Type or Print)	27. Government of the District of Columbia	28. Award Date
<i>R. WATKINS</i>	<i>James R. Watkins</i> (Signature of Contracting Officer)	7/22/08

**SECTION B - SUPPLIES OR SERVICES AND PRICE**

**B.1 INTRODUCTION:** The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Office of the State Superintendent of Education (OSSE) in conjunction with the Office of the Chief Technology Officer (OCTO) is procuring a turn key project between the District and the most qualified Contractor capable of providing to the OSSE, a state-of-the-art system to be titled "Statewide Longitudinal Education Data (SLED) Warehouse." The SLED System is to become the main repository of current and historical education data relating to students and teachers in publicly funded schools in the District of Columbia.

**B.2 CONTRACT TYPE:** The District contemplates award of a firm fixed-price contract.

**B.2.1** The District will pay the Contractor through incremental payments following the District's receipt and approval of the deliverables as determined by the Contracting Officer's Technical Representative (COTR). Following the District's receipt and approval of each deliverable, the Contractor shall prepare and submit an invoice to the COTR as set fort in Section G.2.

**B.3 PRICE SCHEDULE:**

CLIN #	DELIVERABLE	Base Period (Years 1 - 3) Price	Option Period 1 (Year 4) Price	Option Period 2 (Year 5) Price
1	<b>Preliminary Project Plan:</b> Contractor shall submit a detailed project plan to meet the requirements identified in Section C.3.1.1.	\$296,628	\$0	\$0
2	<b>USI:</b> Contractor shall provide state-of-the-art fully-functional Unique Student Identifier (USI) System as described in Sections C.3.1.4.1.	\$1,445,908	\$0	\$0
3	<b>USDA Direct Certification:</b> The Contractor shall provide a state-of-the-art fully-functional system for Direct Certification of USDA Free and Reduced Cost Meal Program as described in Sections C.3.1.5.	\$648,745	\$0	\$0

Statewide Longitudinal Education Data (SLED) Warehouse System

4	<p><b>Student Tracking System:</b> The Contractor shall provide a state-of-the-art fully-functional Student Tracking System as described in Section C.3.1.6.</p>	\$959,325	\$0	\$0
5	<p><b>Statewide Longitudinal Education Data (SLED) Warehouse:</b> The Contractor shall provide a state-of-the-art fully-functional SLED Warehouse, as described in Section C.3.1.7.</p>	\$1,911,467	\$0	\$0
6	<p><b>Teacher Tracking System:</b> The Contractor shall provide a state-of-the-art fully-functional Teacher Tracking System as described in Section C.3.1.11.</p>	\$618,300	\$0	\$0
7	<p><b>Reports:</b> The Contractor shall generate and provide reports, as described in Section C.3.1.13.</p>	\$180,000	\$0	\$0
8	<p><b>Architecture Diagrams:</b> The Contractor shall provide any and all diagrams required to effect optimal and alternate technical solutions.</p>	Price included in the price for CLIN ?	\$0	\$0
9	<p><b>Integration of the SLED Systems from CLINs 0002 through 0006:</b> The Contractor shall provide clear evidence that systems are functioning. Contractor shall maintain Integration of the SLED Systems for the duration of this project. <i>Contractor shall use the See Beyond solution.</i></p>	\$1,185,474	\$0	\$0

10	<p><b>Project Implementation:</b> The Contractor shall provide content and / or subject matter experts or other resources as required to ensure the SLED Systems are fully utilized, as described in Section C.3.1.10. <i>Contractor shall use the See Beyond solution.</i></p>	\$828,000	\$0	\$0
11	<p><b>Technical Support Services:</b> The Contractor shall provide all technical support services necessary to ensure systems are functioning properly. Contractor will provide 24 hour / 7 days a week consultation services to OSSE and OCTO, as described in Section C.3.13.</p>	\$1,148,928	\$382,976	\$382,976
12	<p><b>Storage / Backup Services:</b> The Contractor shall provide storage and backup services as described in Section C.3.6.1</p>	Included as part of the Hosting in CLIN 18	\$0	\$0
13	<p><b>Systems and Data Security Services:</b> The Contractor shall, at all times, in all locations, ensure protection against unauthorized access, disclosure, transfer, modification or destruction of the SLED Systems and of all data and information in the SLED Systems, as described in Section C.3.4.</p>	Price Included in CLIN ?	\$0	\$0

14	<b>OCTO System Administrator Capabilities:</b> The Contractor shall provide continuous capabilities for OCTO personnel to perform Administrator tasks and functions as described in Section C.3.6.3.	\$136,651	\$0	\$0
15	<b>Organizational Change Plan:</b> The Contractor shall provide a plan to provide a constantly updated array of "best practices" information to improve student achievement through the use of the SLED Systems, as described in Section C.3.8.	\$512,002	\$0	\$0
16	<b>Optional CLINs:</b> (Mark "Price" as N/A if option is not available or not included in proposal)	\$0	\$0	\$0
17	<b>Value Added Modules:</b> Contractor shall provide optional Modules as proposed:	\$0	\$0	\$0
18	<b>Hosting Options:</b>	\$0	\$0	\$0
	Hosting Facility (Accelera Hosting Solution)	\$1,918,480	\$254,496	\$0
	Managed Services	\$0	\$0	\$0
	Hardware	\$0	\$0	\$0
	Server System Software	\$0	\$0	\$0
19	<b>Zone Integration Server Option:</b> The Contractor shall provide a Zone Integration Server to the specifications as described in Section C.3.10.	\$0	\$0	\$0

20	<p><b>Interoperability Agent Options:</b> The Contractor shall provide SIF standardized Agents for use by the Zone Integration Server to conform with most current School Interoperability Framework specifications as described in Section C.3.10.</p>	\$0	\$0	\$0
21	<p><b>Other Hardware Options:</b> The Contractor shall provide other hardware (not listed elsewhere in this Solicitation) necessary to ensure success of the SLED System, as described in the bidder's proposal.</p>	\$55,000	\$0	\$0
<b>Total Cost per Period</b>		<b>\$11,844,907</b>	<b>\$637,472</b>	<b>\$382,976</b>

## SECTION C – SPECIFICATIONS / STATEMENT OF WORK

### SCOPE OF WORK

#### C.1 INTRODUCTION

The District of Columbia Office of the State Superintendent for Education (DCOSSE) seeks to establish a Statewide Longitudinal Education Data Warehouse (SLED) system (hereafter called “the SLED System”). The SLED System is intended to enable the sharing of critical information spanning a student’s lifelong public education experience in District of Columbia, from early childhood through grades K to 12, college and other post-secondary education, and into adult education and initial years of employment. The primary objectives of the SLED System are to enable improved tracking of student mobility and growth over their entire lifespan in District of Columbia public education institutions, and to provide the data required for better planning, trend analysis, performance projections, program evaluation, and stakeholder empowerment.

#### C.1.1 APPLICABLE DOCUMENTS

- a. Public Education Reform Amendment Act of 2007
- b. The Public Education Reform Amendment Act of 2007
- c. National School Lunch Program as mandated by the Child Nutrition and WIC Reauthorization of 2004
- d. Shall be compliant with OCTO’s policies, standards and guidelines documented at <http://octo.dc.gov/octo/cwp/view,a.1302,q.579820,octoNav,%7C32782%7C.asp>
- e. Most current version (SIF 2.\*) of the School Interoperability Framework specification (<http://www.sifinfo.org>).
- f. No Child Left Behind Act of 2001 at <http://www.ed.gov/policy/elsec/leg/esea02/index.html>
- g. Individuals with Disabilities Education Act of 2004 at <http://idea.ed.gov/explore/view/p/%2Croot%2Cstatute%2C>
- h. Documentation on Privacy Laws: 42 U.S.C. §§ 290dd-3, § 290ee-3, and 42 C.F.R. Part 2 (“Confidentiality of Alcohol and Drug Abuse Patient Records”);  
  
20 U.S.C. § 1232g and 34 C.F.R Part 99 (Family Education Rights and Privacy Act, or “FERPA”);  
  
42 U.S.C. § 1320d *et seq.*, 45 C.F.R. Parts 160 & 164 (Health Insurance Portability and Accountability Act of 1996, or “HIPAA”) and...

The following provisions of the D.C. Code: §§ 4-209.04; 4-754.11; 4-1302.03; 4-1303.06; 4-1405; 7-131(b); 7-1202; 7-1203; 7-1231.14; 7-1305.12; 16-2331(b); 16-2332(b); 16-2333(b); 39-108.

i. OCTO Policy:

<http://octo.dc.gov/octo/cwp/view,a,1302,q,579820,octoNav,%7C32782%7C.asp>

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**C.1.2 DEFINITIONS**

ACRONYM	DEFINITION
SLED	Statewide Longitudinal Education Data Warehouse - An information system that span a student's lifelong public education experience from early childhood through grades K to 12, college and other post-secondary education, and into adult education and initial years of employment.
DC CAS	DC Comprehensive Assessment Test - Annual Test with scores reported USED for NCLB and AYP Compliance
DCPCS	District of Columbia Public Charter School
DCPCSB or PCSB	District of Columbia Public Charter School Board
DCPS	District of Columbia Public Schools
DME	Deputy Mayor for Education
EDEN	Education Data Exchange Network
FERPA	IFederal Educational Rights and Privacy Act - Imposes limits on disclosure of student records by educational agencies and institutions. States must ensure data is being collected, shared and used in ways that comply with this federal law.
IEP	Individualized Education Program
LEA	Local Education Agency - This is the DC Public Schools and the DC Public Charter Schools
NCLB	No Child Left Behind - Federal Law requiring accountability for student/LEA progress and HQT (Highly Qualified Teachers)
OCTO	Office of the Chief Technology Officer - Provides technology expertise and guidance
OST	Out-of-School Time
OSSE	Office of the State Superintendent of Education - District of Columbia's state education entity
SEA	State Education Agency - The OSSE has SEA responsibilities for federal grants and programs
STS	Student Tracking System - System used to track student data and mobility
SSES	State Special Education System - Special Education System to be used by all LEA's; it will allow the State to track special education services provided to students, monitor student progress and product appropriate reports
UDC	University of the District of Columbia
US	United States of America
USI	Unique Student Identifier - Each student shall have one (1) identifier.
USED	U.S. Department of Education

**C.2 BACKGROUND**

**C.2.1** On July 12, 2007, Mayor Adrian A. Fenty proposed, and the Council of the District of Columbia passed, the Public Education Reform Amendment Act of 2007 granting the Mayor governance over the District of Columbia public school system. The State Education Office (SEO) became the Office of the State Superintendent of Education (OSSE). The new legislation assigns the OSSE operational authority for State Education Agency responsibilities. As a part of the Public Education Reform Amendment Act of 2007, the Public Charter School Board became the sole authorizing authority for Public Charter Schools in the District of Columbia. The SLED System is to be an important part of the authorized operations mission.

The SLED System will become the main repository of current and historical education data relating to students, teachers and service providers in publicly funded schools in the District of Columbia. Moreover, the SLED System intended to be used to answer a wide range of education related questions, as well as enabling staff at both the Local Education Agency (LEA) and State Education Agency (SEA) level to complete the large number of reports required by both the Federal and District governments in less time. Among other purposes, stakeholders will be able to use the data warehouse to identify which schools are meeting AYP, which schools and classrooms are closing the achievement gap, analyze the value of various education programs, determine which schools work best for particular types of students, and identify best practices that are improving student achievement.

### **C.3 REQUIREMENTS**

#### **C.3.1 GENERAL REQUIREMENTS**

The Contractor shall ensure that the SLED System is designed to enable the sharing of critical information spanning a student's lifelong public education experience in DC, from early childhood through grades K to 12, college and other post-secondary education, and into adult education and initial years of employment. The primary objectives of the SLED System are to enable improved tracking of student mobility and growth over their entire lifespan in DC public education institutions, and to provide the data required for planning, trend analysis, performance projections, program evaluation, and stakeholder empowerment. The Contractor shall populate the SLED System warehouse with data extracted from a wide variety of information systems distributed throughout the District.

The Contractor shall provide the following to fulfill the SLED requirements:

**C.3.1.1** **WORK PLAN:** The Contractor shall use its detailed project work plan to implement all requirements through completion of the contract.

**C.3.1.2** **COMPONENTS OF THE SLED SYSTEM:** The SLED System is divided into five separate but related business requirements, each of which is outlined in the following section. All of these business requirements shall be met in one cohesive solution.

1. BUSINESS PRIORITY #1- Unique Student Identifier (USI) System - Establish an automated process to assign and maintain a Unique Student Identifier (USI). An accurate USI system will correctly identify each learner and match student level data from multiple systems regardless of the SIS in use at an LEA.
2. BUSINESS PRIORITY #2- Direct-Certification for the USDA Free and Reduced Meal Program – Establish a system that will allow for the automatic collection of individual level data from the DC Department of Human Services Income Maintenance Administration (IMA) and then match the student data to determine if the IMA data certifies those students as “categorically eligible” for free school meals based on their FSP/TANF eligibility.
3. BUSINESS PRIORITY #3- Student Tracking System (STS) - Develop a Student Tracking System (STS) by integrating data extracts from Student Information Systems (SIS) to allow for near real time determination of student attendance, enrollment and demographics.
4. BUSINESS PRIORITY #4- Statewide Longitudinal Education Data Warehouse System - Gather, cleanse, analyze, model and integrate diverse data that are determined to be relevant to the educational process. This system shall include a decision support tool to provide a user friendly set of reporting tools for basic users as well as ad hoc reporting and querying tools for power users. This system must also automate and streamline state and federal reporting.
5. BUSINESS PRIORITY #5- Teacher Tracking System (TTS) - Develop a Teacher Tracking System by integrating teacher associated data. This system shall also manage unique identifiers for teachers as they move through the education system in the District of Columbia.

**C.3.1.3**

**SUPPORT SERVICES:** Critical to the management of this system is the following support services for the SLED System components. The Contractor shall:

1. SUPPORT PRIORITY #1- Integration- provide a solution that integrates the 5 business priorities.
2. SUPPORT PRIORITY #2- Project Implementation provide content matter experts in education policy, system implementation, training, and change management to ensure that the program is used to its fullest potential by all users.
3. SUPPORT PRIORITY #3- Support Services – design a system to engender a culture change in the practice of instruction and education management. The Contractor shall design the SLED System to provide a new set of tools to all stakeholders engaged in education in the District of Columbia, and therefore to allow a new set of work to take place in OSSE, LEAs, and in schools. The SLED System shall include intelligence decision tools. To accomplish this requirement, the SLED System shall contain the following two key culture change elements:

a. CULTURE CHANGE PRIORITY #1- Ease of Use- provide a system that is easy to use for all user communities to enhance the decision making power and intelligence.

b. CULTURE CHANGE PRIORITY #2- Organizational Change Management Services- The Contractor shall provide all necessary training to all OSSE and OCTO staff as well as train the trainer, these individuals will be identified by the COTR. The Contractor shall fully coordinate all contract training activities with the COTR. The Contractor shall develop a system to enhance the development of human capability to use and understand data in their work. Therefore, any information provided shall detail the best practices in training, change management, data entry skills development, data integrity management, and system governance best practices that will improve the benefits to student achievement that OSSE seeks with this system.

**C.3.1.4** CORE FUNCTIONALITY - The following sections list the business and technical requirements for the different components of the SLED System. There are certain requirements that are categorized as “core functionality” (USI Core Functionality). These are the most critical and basic functions of the components.

**C.3.1.4.1** UNIQUE STUDENT IDENTIFIER (USI) - The Contractor shall establish an automated process to assign and maintain a Unique Student Identifier (USI) for every public education student in DC. An accurate USI system shall correctly identify each learner and match student level data from multiple systems as LEAs enroll, transfer, and exit students. The Contractor’s solution shall possess enterprise class data cleansing capabilities (option to interface with Trillium as the cleansing tool) and recommended business practices to ensure that state level data has the maximum quality and integrity practicable. The Contractor shall:

- a. Provide a USI interface with commercially available Student Information Systems (SISs). The LEA environment consists of, but is not limited to, the following SIS products: DCSTARS, PowerSchool, Blackbaud, and SASI. Additionally, as certain Public Charter LEAs do not currently use a commercial SIS, the proposed solution shall also accommodate standard middleware connections to Microsoft office productivity applications such as Excel and Access.
- b. USI System shall be in place within 60 days of contract award..
- c. Develop a system that is not SIS dependent, which means that regardless of the SIS in use in the LEA environment the USI functionality shall be in place to create unique student identifiers. The Contractor’s USI shall contain the requirements listed in the following Table:

TABLE 1

Unique Student Id Requirement #	Category	Requirement The Contractor Shall:
USI-1	USI Core Functionality	Establish an automated process to assign and maintain a Unique Student Identifier (USI). An accurate USI system will correctly identify each learner and match student level data from multiple systems as LEAs enroll, transfer, and exit students.
USI-2	USI Core Functionality	Provide a unique student identifier that is managed by the SLED System to do the following: - assign Unique ID's to only one student (non-duplicated)  - follow the Student throughout the school years and do not change  -Unidentifiable (not the social security number, no demographic data, not incremental)
USI-3	USI Core Functionality	Provide a system that allows for individual and mass assignment of USIs through batch processing.
USI-4	USI Core Functionality	Assign USIs by a single process established and maintained by OSSE.
USI-5	USI Core Functionality	Assign a unique state-wide student ID based on a school submitting a specific set of student demographic information.
USI-6	Matching/ Tracking	Provide a system that supports issue tracking and resolution.
USI-7	Test IDs	Provide identifiers for pre-slugging on the DC CAS Assessment.
USI-8	USI from Birth	Provide a system with capability to accommodate the ability to assign and follow unique student identifiers for children beginning from birth. (Offerors shall include examples of the workflow and processes required.)
Unique Student Id Requirement #	Category	Requirement The Contractor Shall:

USI-9	USI Matching	Design a system to provide advanced record matching capabilities ensuring highly accurate matches that are sensitive to data anomalies (twin students, common data entry errors across multiple fields and field types)
USI-10	USI Matching	Provide record matching capabilities that are “tunable” without requiring modifications to application level code. Ideally, it shall also allow for integration with “best of breed” data analysis tools such as Trillium Software.
USI-11	USI Matching	Provide a system that supports both automated and manual matching processes based on match level criteria that is configurable. High confidence matches would be automatically processed. Suspect matches would be flagged for review.
USI-12	USI Auditing	Provide a system to support a workflow process that allows for manual review of records that require additional validation prior to ID assignment. This shall support issue tracking and resolution. The tracking and workflow interface shall be web-based.
USI-13	USI Auditing	Provide a system with the ability to easily create error checking reports that identify all students and their respective ID, duplicates and non standard USI numbers.
USI-14	Documentation	Provide all the necessary maintenance and support procedures in documentation for supporting, hosting and maintaining solution.
USI-15	Interface	Provide a tracking and workflow interface that is web-based via a dashboard.
<b>Unique Student Id Requirement #</b>	<b>Category</b>	<b>Requirement The Contractor Shall:</b>
USI-16	SIS Agnostic	Provide a USI solution that has the ability to interface with various SIS’s and function without depending on a specific

		SIS.
USI-17	Technical	Provide a system with the ability to accommodate standard middleware connections to Microsoft office productivity applications such as Excel and Access.
USI-18	Training	Provide Training to OSSE and OCTO staff.
USI-19	USI Architecture	Provide a solution that integrates a USI (or set of USIs) to various SIS's and other distributed data systems throughout the enterprise (assessment system, state special education system). This will allow the same student record that is in one system to be logically "linked" with attributes for these students which have been collected from other source systems into a single data warehouse.
USI-20	USI Architecture	Provide a system that allows for real time integration through an open interface (web service architecture).
USI-21	USI Architecture	Provide an SIF compliant system.
USI-22	USI Architecture	Provide a database independent system.
USI-23	USI Architecture	Provide a system that allows for web service integration.
USI-24	USI Architecture	Provide a solution that is "open architecture" that allows for easy integration with all core functionality.

**C.3.1.5 DIRECT-CERTIFICATION FOR THE USDA FREE AND REDUCED MEAL PROGRAM**

The Contractor shall provide a solution that enables the Office of the State Superintendent of Education to automatically collect, via the State Longitudinal Education Data Warehouse, student-level data required for all schools enrolled in the National School Lunch Program as mandated by the Child Nutrition and WIC Reauthorization of 2004, from the student information systems (SIS) located at all public Local Education Agency (LEA) within the District of Columbia.

The SLED System shall include the automatic collection of individual level data from the District of Columbia Department of Human Services Income Maintenance Administration (IMA). The data from IMA provides data for all children who are members of households receiving assistance under the Food Stamp Program (FSP) and Temporary Assistance for Needy Families (TANF).

The matches shall be flagged as students that are categorically eligible to receive free school meals. School level reporting shall provide each school with the ability to run reports that identify those students who are categorically eligible at their particular school. These school level reports shall only contain the list of students at the particular school that is running the report. The reports shall also show percentages of students who are categorically eligible. State reports shall be able to be created to identify all students that are categorically eligible and which schools the students attend. OSSE intends to use this automated functionality to "directly certify" students for eligibility in the USDA National School Lunch, Breakfast and Snack Programs. The Contractor shall provided the requirements listed in the following table:

Contractor shall have the Direct Certification system in place by September 30, 2008.

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TABLE II

Direct Certification Requirement #	Category	Requirement
DC-1	Direct Certification Core Functionality	Provide a system that allows for the automatic collection of individual level data from the District of Columbia Department of Human Services Income Maintenance Administration (IMA).
DC-2	Direct Certification Core Functionality	Provide a system that matches the IMA provided data for students who are from households receiving FSP and TANF data to determine if the IMA data certifies those students as “categorically eligible” for free school meals based on their FSP/TANF eligibility. These matches shall be flagged as students that are categorically eligible to receive free school meals.
DC-3	Reports	Provide a system with School level reporting shall provide each school with the ability to run reports that identify those students who are categorically eligible at their particular school. These school level reports shall only contain the list of students at the particular school that is running the report.
DC-4	Security	Provide a system that provides schools with to have their own direct meal certification role in the SLED System.
DC-7	Reports	Provide a system which reports percentages of students who are categorically eligible.
DC-8	Reports	Provide a system for State reports, created to identify all students that are categorically eligible and which schools they attend.

**C.3.1.6 Student Tracking System (STS)**

In conjunction with the USI solution, the Contractor shall provide an automated system to track students in the District of Columbia and all of their associated student level data. This student data profile shall consist of the following data to be collected at the student level of granularity. The Contractor shall provide the requirements listed in the following table:

TABLE III

Student Tracking System Requirement #	Category	Requirement
STS-1	STS Core Functionality	Provide a system to track students across various different LEAs.
STS-2	STS Core Functionality	Provide a system that allows for the seamless sharing of a student's basic enrollment and academic information so that teachers can view a students history of enrollment and academic data upon entry into a new school (either new or transfer)
STS-3	STS Core Functionality	Provide a system to provide data on student exit confirmation from their most recent LEA.
STS-4	STS Core Functionality	Provide a system to Track ethnicity, gender, date of birth, place of birth, home address, Title I (FARM) eligibility
STS-5	STS Core Functionality	Provide a system that captures all enrollment transactions: date, type (enroll, transfer or de-enroll) and school
STS-6	STS Core Functionality	Provide a system that captures date of promotion for each grade (K-12 only...ability to derive graduation rates, age entering 9 <sup>th</sup> grade, grades repeated)
STS-7	STS Core Functionality	Provide a system to Maintain student record for schools attended for longitudinal analysis
STS-8	Graduation	Provide a system that automates the calculation of student graduation
STS-9	Drop Out	Provide a system to track student and cohort level dropout data and calculate the dropout rate
Student Tracking System Requirement #	Category	Requirement

STS-10	Drop Out	Provide a system documents student reasons for early school leaving and associated demographic data
STS-11	Remediation Data	Provide a system that tracks College placement data (AccuPlacer at UDC)
STS-12	STS Reports	Provide a system to generate reports on student mobility.
STS-13	STS Reports	Truancy rate by class, grade, school and by teacher

**C.3.1.7 STATEWIDE LONGITUDINAL EDUCATION DATA WAREHOUSE (SLED)**

The District considers the State Longitudinal Data Warehouse the “flagship” of the SLED System. The longitudinal data warehouse shall serve as the integration point for all of the information in the SLED System. The Data Warehouse will have many stakeholders, from teachers, principals, parents, students and education research entities to the Chancellor, State Superintendent of Education, and Mayor. The name “statewide” is intended to show that it is not meant to serve the state’s interest alone. “Statewide” means that the SLED System will serve the needs of a breadth of users statewide.

NOTE: The incumbent data quality tool for data cleansing and matching in the District of Columbia is Trillium.

The following business requirements listed in the table are general requirements to the data warehouse.

**TABLE IV**

<b>Data Warehouse Requirement #</b>	<b>Category</b>	<b>Requirement, The Contractor shall provide a system that:</b>
DW-1	DW Core Functionality	Includes the tools to extract data from a wide range of source systems, transform it as needed for validity and compatibility, and load it into a common data repository.
DW-2	ETL	Includes an extraction, transform, and load (ETL) process to automatically transport the data from existing systems to the state.

DW-3	ETL	Provides an ETL process and tool chain to include data quality analysis, cleansing, issue tracking and version control.
DW-4	ETL	Provides ETL process that is invisible to the front end users of the transactional systems.
DW-5	Student Teacher Link	Matches teachers to students
DW-6	Student Data- Attendance	Tracks Excused/Unexcused absence/tardiness by class period and school day
DW-7	Student Data- Courses	Provides student schedules based on a statewide standardization of course titles.
DW-8	Student Data- Credits	Collects college credit through Advanced Placement or International Baccalaureate credit
DW-9	Student Data- Discipline	Tracks rates of referrals, suspensions and expulsions by grade level and school, and by category or reason
DW-10	Student Data- Employment	Collects highest education level attained, employment status, employer, NAICS industry code
DW-11	Student Data- Grades	Collects Student Grades
DW-12	Student Data- Health	Tracks known chronic ailments and syndromes, immunization status, assistive devices and/or special accommodations required, primary physician(s)
DW-13	Student Data- Interventions	Captures student intervention type, system, and frequency of delivery
DW-14	Student Data- Language	Collects Language spoken other than English
DW-15	Programs	Collects Type/hours (annualized) of extra-curricular programs enrolled in (examples: after-school, summer, ROTC)

DW-16	Value Added	Links teachers to students in order to measure value added of a teacher's instruction.
DW-17	Assessment	Stores and retrieves all National, State and Local High Stakes Test (HST) data: DC-CAS/BAS, PSAT, SAT, AP, IB.
DW-18	Assessment	Stores and retrieves ESL/ELL assessment data
DW-19	Assessment	Matches individual students' test records from year to year to measure academic growth. Also for classrooms, schools, grade levels, sub-groups, LEAs, and the state.
DW-20	Assessment	Collects information on untested students and the reasons they were not tested
DW-21	Assessment	Collects student-level college readiness test scores
DW-22	Electronic Transcripts	Provides student-level transcript information, including information on courses completed and grades earned
DW-23	Early Childhood Geographic Reporting	Provides location data (GIS coordinates) of Early Childcare Education (ECE) Program sites.
DW-24	Early Childhood Program Comparison	Collects data and creates reports comparing ECE Programs by type of service, billing rates by service type, years in operation, funding source(s), program(s) supported, # of students
DW-25	Early Childhood Service Provider Comparison	Collects data and creates reports comparing ECE service providers by type of service, billing rates by service type, years in operation, funding source(s), program(s) supported, # of students

DW-26	Early Childhood Service Provider Tracking	Tracks Early Childhood Education Service Providers by location(s) of service, licensing/accreditation status, hours of service provided, service provider rating
DW-27	Early Childhood Transition Tracking	Tracks a student's progress as he/she transition from early childhood to P -16
DW-28	Environment Data	Provides results of Federal Youth Risk Behavior (YRBS) survey, local crime rates by type
DW-29	Health Data	Relevant Case IDs from Child & Family Services, Youth Rehabilitation Services, Mental Health and Human Services data systems.
DW-30	Post-Secondary Transition	Match student records between P - 12 and postsecondary education systems
DW-31	School Data	Collects and retrieves data on School Address, ward & GIS coordinates, ability to aggregate student demographics (see Student Tracking System) by class, grade level and school, as well as by teacher
DW-32	School Data	Collects and retrieves data on school buildings, including Year built, year last renovated, square footage of classroom, indoor recreation and outdoor recreation space, # closed class rooms, # open space classes, ADA compliance.

**C.3.1.8 USER GROUPS**

The Contractor shall provide a system that fulfills the business requirements for the User Groups listed in the following table:

**TABLE V**

User Community	High Level Requirements
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	The SLED System shall:
OSSE & Deputy Mayor for Education	<p>Monitor data submissions from LEAs</p> <p>View Audit Reports for data submissions from LEAs</p> <p>Establish submission and report data windows</p> <p>Automate calculation of AYP reports.</p> <p>Automate creation of state report cards</p> <p>Create EDEN Compatible reports to the US DOE</p> <p>Provide school profiles and NCLB compliance reports</p> <p>Provide Value added analysis, longitudinal analysis</p> <p>Provide Consolidated State Performance Review (CSPR) reports</p> <p>Provide Highly Qualified Teacher reports</p>
OSSE Policy & Research	<p>Provide Student History (including DC CAS assessments, grades, attendance, promotion/graduation data, discipline, teacher and program information, language skills, health information, family information, and poverty data) down to the student level.</p> <p>Track Teacher History (including education, training, certification, work history, courses taught and attendance).</p> <p>Track School Profile (including aggregate assessments, courses and programs offered, special resources, facilities data and Risk Behavior Survey data) and program budgets.</p> <p>Provide the ability to perform ad hoc reporting.</p> <p>Examine the relationship between student achievement and the qualifications and/or experience of teachers</p>
LEA Administrators	Automate Submission of NCLB and other state

	<p>reports to OSSE such as enrollment and federal grants.</p> <p>Automate submission of data to OSSE for the state report card</p> <p>Receive Data from OSSE.</p> <p>Generate and View Student Data for Verification</p> <p>Ad Hoc Analysis and Reporting</p>
Parents	Track Student history, teacher qualifications and school profile. Reports comparing school profiles. All viewable data shall be available in multiple languages, especially Spanish.
Teachers	Provides assessment, achievement, student profile data, school profile data, ad hoc reporting.
Principals	Tracks student history, teacher history, ad hoc reporting, and longitudinal analysis. View school data for verification.
NGOs & Community Based Organizations	Provides assessment, achievement, student profile data, school profile data, promotion/graduation data, value added analysis, ad hoc reporting, and longitudinal analysis.
Post-Secondary Ed	Tracks Student history, school profile
Teacher Trainers	Provides student demographics, assessments and achievement, teacher histories, school profile, ad hoc reporting, longitudinal analysis.

**C.3.1.9 DECISION SUPPORT**

The Contractor shall provide a decision support tool that integrates the data warehouse to conduct in depth reporting and querying. The business requirements for the decision support function of the data warehouse are listed in the table below:

**TABLE VI**

Decision Support #	Category	Requirement, The Contractor shall:
DS - 1	Decision Support Core Functionality	Provide a system is user friendly, easy to understand reporting tools to serve up a common set of pre-built reports. This front end could also include simple report creation capabilities.

DS - 2	Decision Support Core Functionality	Provide a system that possesses ad hoc decision support tools that allow users to manipulate variables in the SLED System to conduct in depth analysis (ie. A cube). This information shall be presented in user-friendly formats.
DS - 3	Decision Support Core Functionality	Provide a system that creates graphical representations of data in a wide variety of styles and graphical formats
DS - 4	Decision Support Core Functionality	Provide a module that allows users to output data, tables, graphs, and reports in a variety of formats including graphs, charts, spreadsheet, and Adobe PDF.
DS - 5	Decision Support Core Functionality	Ability to do cohort analysis, longitudinal analysis, regression, correlation, value added assessment. Conducting this more sophisticated analysis will require the storage and processing capacity to manage extensive amounts of data.
DS - 6	Technical	Provide a system that includes all Internet components that are available 24x7, 52 weeks per year
DS - 7	Technical	Provide access to the SLED System using nonproprietary, browser-based, and operating system independent interfaces.
DS - 8	Technical	Not require users to have additional tools or software unless the Contractor provides free access to those tools for download by users
DS - 9	Technical	Provide a system that is kept up-to-date, remains backward-compatible, as new browser versions are released (Offerors shall specify the browsers supported and minimum certified versions)

DS – 10	Technical	All Intranet components must be available from the Internet via Virtual Private Network.
DS – 11	Technical	Provide a system that is design - consistent with standards among all user screens
DS – 12	Technical	Provide a system that includes an option to accommodate DC Government “Branding” onto screens, web pages, reports, and documents to include logos, banners and other representative items.
DS – 13	Technical	Provide a system that uses keyboard and standard pointing devices on all screens.
DS – 14	Technical	Provide on-screen, context-sensitive help.
DS – 15	Technical	Provide hyperlinks to related sites and additional help and training shall be utilized as appropriate.
DS – 16	Technical	Provide pick lists, radio buttons, check boxes, number dials, calendars, and other alternatives in addition to direct data entry must be used whenever possible
DS – 17	Security	Provide field options that are conditional and shall present only valid choices whenever possible.
DS – 18	Report Function	Provide the capability to save and name ad hoc reports and make them available to certain user groups

DS – 19	Report Function	Provide reports that shall be available to community based users (especially parents and parent advocacy groups) must be available in English, Spanish and other languages that may be deemed necessary as requirements gather efforts evolve.
DS – 20	Report Function	Provide drill-down and roll-up features that allow educators to see the data at different levels of detail based upon their user role and security.
DS – 21	Report Function	Provide the capability to review historical data and identify trends relating to student achievement
DS – 22	Report Function	Provide the capability to identify strengths/weaknesses among subpopulations, schools, grades, in each of the content areas and reporting categories.
DS – 23	Report Function	Provide the capability to compare student, school, or division performance over a period of years broken down by the different demographic characteristics of students so they can review trends and patterns among the various subgroups
DS – 24	Report Function	Provide the capability to analyze and examine longitudinal data at the student, classroom, school and state level for relationships and patterns
DS – 25	Reporting	Provide the capability to analyze student and staff demographic characteristics

DS - 26	Reporting	Provide a school by school comparison of key indicators such as DC CAS scores, student attendance, programs offered, AYP status, % of teachers highly qualified, and restructuring status.
DS - 27	Reporting	Provide the capability to analyze student achievement data by grade level to where student achievement is highest and lowest, as well as where it has grown or declined.
DS - 28	Reporting	Provide the capability to analyze student achievement data by grade level, sub-group, school, and classroom to see where intervention is needed
DS - 29	Reporting	Provide the capability to identify student or student groups that are not meeting specific academic standards so that programs can be targeted to their specific needs.
DS - 30	Reporting	Provide the capability to compare achievement among schools with students with similar characteristics.
DS - 31	Reporting	Provide the capability to compare per-pupil costs over time and between LEAs.

**C.3.1.10 TEACHER TRACKING SYSTEM (TTS)**

The Contractor shall develop a Teacher Tracking System by integrating teacher associated data. This system shall also manage unique identifiers for teachers as they move through the education system in the District of Columbia.

The Contractor shall provide a single automated system to manage unique teacher identifiers and to track their associated data. This teacher data profile shall consist of at least the data listed in the table below to be collected at the teacher level of granularity:

**TABLE VII**

Teacher Tracking System Requirement #	Category	Requirement, The Contractor shall provide a system that:
TTS - 1	Core TTS Functionality	Establishes an automated process to assign and maintain a Unique Teacher Identifier (UTI). An accurate Teacher Tracking System will correctly identify each educator and their basic associated data as they are hired, transferred and exited.
TTS - 2	Core TTS Functionality	Provides teacher identifiers (UTI) that are unique (assigned to only one educator), unchanged (follow the educator throughout their employment at an LEA), unduplicated (only one per educator), unidentifiable (the identifier will not reveal the personal identity or jeopardize the privacy of the educator, i.e., must not use the social security number).
TTS - 3	Core TTS Functionality	Allows for individual and mass assignment of UTIs through batch processing.
TTS - 4	Core TTS Functionality	Assigns UTIs by a single process established and maintained by OSSE.
TTS - 5	Core TTS Functionality	Collects and manages educator data on the classes they teach, the locations where they teach, years of experience, certification/licenses, subject taught, their degrees earned, and when they leave their respective LEA.
TTS - 6	Core TTS Functionality	Tracks teachers across various disparate systems and analyze the mobility of instructional staff.
TTS - 7	Core TTS Functionality	Tracks Teaching schedule/ Programs Taught
TTS - 8	Highly Qualified Teachers	Provides the ability to calculate the Highly Qualified Teachers (HQT) report for NCLB reporting.

TTS - 9	Highly Qualified Teachers	Identifies highly qualified teachers and identifies the actions that must be taken for a teacher to meet highly qualified requirements if they do not.
TTS - 10	Test IDs	Provides identifiers for pre-slugging on the DC CAS Assessment.
TTS - 11	TTS Reporting	The SLED System shall provide reports to allow users to analyze the experience levels of teachers by school and by LEA.
TTS - 12	TTS Reporting	Provides reports to allow users to analyze the qualifications of teachers by school and LEA
TTS - 13	TTS Reporting	Tracks assessment scores in the Praxis series of standardized tests
TTS - 14	TTS Reporting	Tracks and report on leave, retirement eligibility, system, school seniority, years teaching.
TTS - 15	TTS Reporting	Tracks and reports on schools attended, courses taken, grades attained, termination type for each position held, and special status (such as Master Teacher and/or Mentor Teacher)
TTS - 16	TTS Reporting	Tracks and reports on participation in Teach for America, New Teacher Project, DC Teaching Fellows, etc
TTS - 17	TTS Reporting	Tracks and reports on teacher training institution; licenses and certifications including dates earned
TTS - 18	Technical	Possesses data cleansing capabilities (option to interface with Trillium as the cleansing tool) and recommends business practices to ensure that state level data has the maximum integrity practicable.

**C.3.1.11 DISTRICT OF COLUMBIA EDUCATION DATA SYSTEMS ENVIRONMENT**

The Contractor shall provide a preliminary list of source data systems as listed in the table below from which data may be collected and to which data may be transmitted. As requirements gathering efforts evolve, this list may grow.

Statewide Longitudinal Education Data warehouse

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TABLE VIII

System	Definition	Operating System (If Known)	Owner
ENCORE	Special Education system	1. One Windows 2000- to be upgraded to Windows 2003 2. One Windows Server 2003 Enterprise Edition	OCTO
DTARS	Student Information System used by DCPS and approximately 6 charter LEAs	Currently Windows may migrate to Linux in the coming months.	OCTO
WINSNAPP	Food and Nutrition System	Windows	DCPS Food and Nutrition Services
OLAMS	DC Public Charter School Board sponsored Student Tracking System (currently tracks attendance)		PCSB
PowerSchools	Student Information System used by approximately 18 charter LEAs.		Some PCS's (see table of SIS use by LEA in the appendix)
ProjectWebstars	Out-of-School Time (OST) system for almost 200 grantees. Specific focus on middle school grades.	Web-based. Developed by Cityspan.	DC Children and Youth Investment Trust Corporation
Blackbaud	Student Information System used by approximately 2 charter LEAs.		Some PCS's (see table of SIS use by LEA in the appendix)
MEAD	Education Audit Data System		OSSE
OneApp	Grant Programs for Students Attending Colleges and Universities	Windows, .Net application	OSSE
Early Childhood Education Admin. (ECEA) Db #1	Contains ECEA daycare information	Windows	DHS

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Educational Testing Service (ETS)	National high stakes testing Contractor		Public Domain
National Student Clearinghouse (NSC)	National database of post-secondary degree and enrollment data		Public Domain
Destiny	School textbook and library management system	Windows 2003	DCPS
DC Human Services Modernization Program (HSMP)	DC Health & Human Services Longitudinal Data-warehouse		OCTO
Federal Grants Database	Contains information on federal grant awards and locations.		OSSE-OFGP
Transportation Database	Contains information on transportation pick up and drop off locations, passengers, routes, and times.		DCPS (moving to OSSE in Jan 08)
LitPro			OSSE- Even Start
Gear Up Database	Contains information on early intervention services	Access	OSSE- GEAR Up
SASI	Student Information System		Some Public Charter Schools (see Attachment)
CAPPS	HR & Payroll System		DCPS
National Association of State Directors of Teacher Education and Certification (NASDTEC) Clearinghouse	Database containing teacher information such as teacher discipline, mobility across states, and standards.		NASDTEC
UDC SIS	Student information system for the University of the District of Columbia		
PeopleSoft			
SOAR			

Statewide Longitudinal Education Data warehouse

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OSSE Assessment Databases	Contains all assessment data for the DC-CAS and DC-BAS		Operated by third party vendors
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Statewide Longitudinal Education Data warehouse

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ENCORE	Special Education system	1. One Windows 2000- to be upgraded to Windows 2003 2. One Windows Server 2003 Enterprise Edition	OCTO
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Blackbaud	Student Information System used by approximately 2 charter LEAs.		Some PCS's (see table of SIS use by LEA in the appendix)
MEAD	Education Audit Data System		OSSE
OneApp	Grant Programs for Students Attending Colleges and Universities	Windows, .Net application	OSSE
Early Childhood Education Admin. (ECEA) Db #1	Contains ECEA daycare information	Windows	DHS

Statewide Longitudinal Education Data warehouse

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Early Childhood Education Admin. (ECEA) Db #2	Contains transition information when the children move from daycare to Pre-school (4 years old).	Windows	DHS
Early Childhood Education Admin. (ECEA) Db #3	Contains ECEA service provider licensing and accreditations status	Windows	DHS
Early Childhood Education Admin. (ECEA) Db #4	Database of Early Childhood Education program provider profiles, ratings and environmental assessments	TBD	Morgan State University
Early Childhood Education Admin. (ECEA) Db #5	Aftercare For All childcare provider information	TBD	DCPS
Early Childhood Education Admin. (ECEA) Db #6	Childcare Center licensing database	TBD	DOH
Early Childhood Education Admin. (ECEA) Db #7	Center for Applied Research in Urban Planning: database tracking enrollment in all/most ECEA sponsored programs, demographics, services provided, provider type, provider qualifications, provider billing rates, etc...broken down by ward	TBD	UDC

Statewide Longitudinal Education Data warehouse

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<p>Educator License Information System (ELIS)</p>	<p>Teacher Certification and Licensing. Includes the certification information on all certified teachers in all DC LEAs. For certified teachers includes education test information, schools attended, licensure information (including type and expiration). Currently produces the DC highly qualified report.</p>		<p>OSSE- OELA</p>
<p>Candidate Performance Assessment System (CPAS)</p>	<p>Contains various data (college grades, assessment scores/data, course taken, GPA,) of those persons who are aspiring to be teachers (referred to as candidates).</p>	<p>Windows</p>	<p>OSSE-OELA</p>
<p>GEARS</p>	<p>Grants Evaluation, Analysis and Reporting System</p>	<p>Windows NT, IIS</p>	<p>DCPS</p>
<p>Employed Educator Reporting (EER)</p>	<p>EER is a data collection system that captures specific data about educators employed in DC public, charter and/or private schools in order to determine Highly Qualified status for courses that are being taught in DC LEAs.</p>		<p>OSSE-OELA</p>
<p>Discipline Pro</p>	<p>COTS software for storing discipline incident and case management data</p>	<p>Windows</p>	<p>Individual DCPS and/or PCS schools</p>

Statewide Longitudinal Education Data warehouse

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Educational Testing Service (ETS)	National high stakes testing Contractor		Public Domain
National Student Clearinghouse (NSC)	National database of post-secondary degree and enrollment data		Public Domain
Destiny	School textbook and library management system	Windows 2003	DCPS
DC Human Services Modernization Program (HSMP)	DC Health & Human Services Longitudinal Data-warehouse		OCTO
Federal Grants Database	Contains information on federal grant awards and locations.		OSSE-OFGP
Transportation Database	Contains information on transportation pick up and drop off locations, passengers, routes, and times.		DCPS (moving to OSSE in Jan 08)
LitPro			OSSE- Even Start
Gear Up Database	Contains information on early intervention services	Access	OSSE- GEAR Up
SASI	Student Information System		Some Public Charter Schools (see Attachment)
CAPPS	HR & Payroll System		DCPS
National Association of State Directors of Teacher Education and Certification (NASDTEC) Clearinghouse	Database containing teacher information such as teacher discipline, mobility across states, and standards.		NASDTEC
UDC SIS	Student information system for the University of the District of Columbia		
PeopleSoft			
SOAR			

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**Statewide Longitudinal Education Data (SLED) Warehouse System**

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Statewide Longitudinal Education Data warehouse

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OSSE Assessment Databases	Contains all assessment data for the DC-CAS and DC-BAS		Operated by third party vendors
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**C.3.1.2      REPORTS**

The Contractor shall provide standard and ad hoc reporting capabilities that shall be available to meet federal and state reporting requirements including the reports captured in the table below. Reports that have a value of "Yes" in the "Narrative" column in the table below are descriptive in nature and cannot be generated automatically from the SLED System. However, those reports depend on the data elements that still need to be captured in the SLED System. Report are due in cycles beginning 18 months after contract signing. The Contractor shall generate and provide reports, as required by the table below.

TABLE IX

Report Requirement #	Category	Provider	Requirement	Narrative
R-2	ACF-800 Report	OSSE-ECEA	Child care and development fund annual aggregate report data is captured in this report.	No
R-3	ACF-801 Report	OSSE-ECEA	Contains information about child care compiled on a quarterly basis.	No
R-4	Annual childcare and development fund block grant report	OSSE-ECEA	This report contains among other things, policies that lead agencies have implemented to help low income families pay for child care and to improve the quality and supply of child care.	No
R-5	Pre-kindergarten incentive program report	OSSE-ECEA	Report on the activities and progress made by the pre kindergarten incentive program.	No
R-6	Census Reports	Homeless Shelters	Census reports are sent from the homeless shelter managers to the Homeless department of the State.	No
R-7	Certification of Guns Free School Act Data	OSSE	The OSSE must certify the number of reported incidents.	No
R-8	City Council	OSSE- Office of Testing and Accountability	Annual report to the city council	Yes
R-9	Civil Rights	OSSE- Office of Testing and Accountability	Annual civil rights report	Yes
R-10	Consolidated Annual Performance Accountability and Financial Status	OSSE- Office of Career and Technical education	Consolidated Annual Performance, Accountability and Financial status report under Carl D Perkins Act.	Yes

	Report (CAR)			
R-11	Consolidated state performance review (CSPR)	OSSE-Office of federal grants programs	Consolidated state performance review (CSPR) reports.	Yes
R-12	EdFacts	OSSE	EdFacts reports.	No
R-13	Equitable Services to Private school Students Plan	DCPS	The DC SEA shall require DCPS to submit a detailed plan for the timely delivery of equitable services to private school students for all affected programs (including a description of services, how and when services will be evaluated, the cost of the services, the service delivery dates, and a list of key DCPS contacts). The plan will also include the DC SEA's procedures for oversight and administrative remedies if DCPS fails to provide timely or equitable services in accordance with the approved plan.	Yes
R-14	FNS-10	OSSE-Nutrition Services	Report of school program operations for Food and Nutrition services.	No
R-15	FNS-13	OSSE-Nutrition Services	Annual report of state revenue matching for the State Food and Nutrition services program.	No
R-16	FNS-418	OSSE-Nutrition Services	Report of the SFSP for children for the State Food and Nutrition Services program	No
R-17	FNS-44	OSSE-Nutrition Services	Report of the Child and Adult care food program for the Food and Nutrition Services program.	No
R-18	FNS-525	OSSE-Nutrition Services	SAE Funds reallocation report for the Food and Nutrition Services program	No
R-19	FNS-640	OSSE-Nutrition Services	Coordinated review effort (CRE) data report for the Food	No

Statewide Longitudinal Education Data (SLED) Warehouse System

			and Nutrition Services program	
R-20	FNS-74	OSSE-Nutrition Services	Federal/State agreement for the Food and Nutrition Services program.	No
R-21	General Education	OSSE-OFGP	Report chronicles usage of all federal funds during a given year typically 1 -2 years after the fiscal year ends.	Yes
R-22	Headstart report (quarterly)	OSSE-ECEA	Report about the Headstart and Early Headstart program.	Yes
R-23	Highly Qualified Teachers and Paraprofessionals	OSSE-OELA	The state has to submit a written plan with specific procedures and a timeline for ensuring that all teachers meet highly qualified requirements.	Yes
R-24	Homeless Management Information Systems Report	Community Partnerships	Monthly report containing data on head of household, dependencies and problems causing repetitive homelessness sent to OSSE by community partnerships.	Yes
R-25	IDEA	OSSE	The state performance plan (SPP) under IDEA.	Yes
R-26	IDEA	OSSE	The 618 data reports under IDEA. (Child count, personnel, educational environment, discipline, assessment, dispute resolution).	No
R-27	IDEA	OSSE	Annual performance report under IDEA.	Yes
R-28	IDEA	OSSE	Special conditions report under IDEA.	Yes
R-29	Monitoring Schools Annual Report	Schools	Reports from schools on monitoring tool and information from enrollment forms are sent to Homeless department of SEA.	No

R-30	Neglected and Delinquent Annual Census Report	OSSE-OFGP	<p>Information from the Annual Survey of Children in Local Institutions for Neglected or Delinquent Children or in Correctional Institutions is used to compute the next academic year Title I Neglected or Delinquent allocations for school districts so that eligible children in the institutions can be provided Title I-funded educational services.</p> <p>Institutions must complete this survey in order for their eligible children to receive Title I-funded educational services during the upcoming school year.</p>	Yes
R-31	No Child Left Behind	OSSE	<p>The No Child Left Behind Act of 2001 (NCLB). Reporting must include calculating Adequate Yearly Progress as specified by NCLB.</p>	No
R-33	Persistently Dangerous Schools Analysis & Report to Board	OSSE	<p>In accordance with District and federal law, the OSSE must implement and report the results of the Board approved policy for identifying persistently dangerous schools and implementing school choice if indicated.</p>	Yes
R-36	Quarterly Update of Corrective Action Plan (CAP)	DCPS	<p>DCPS must provide the Department with quarterly reports to include 1) a description of activities and progress for each action during the reporting period, 2) the status of each action that is scheduled to be completed during the action period 3) documentation of completion of those actions completed (including explanations for actions not completed) 4) documentation of performance and results and 5) other data or</p>	Yes

			documentation as specified for each action.	
R-37	Reading First Annual Performance Report	OSSE-Reading First	Report illustrating the progress made by schools in the Reading First program.	Yes
R-38	Report On The Implementation Of HQT Plan	OSSE-OELA	The report shall include updates on success or failure of the activities described in the plan, and it shall indicate clearly where changes in strategy will occur when activities were not successful. If any planned activities or strategies were not carried out, the progress report shall include a full explanation for why not.	Yes
R-39	SF-269	OSSE - Nutrition Services	Financial status report for Child Nutrition Program for the State Food and Nutrition Services program	TBD
R-40	State Charter School Facilities Incentive Grants Program Performance Report	OSSE-OFGP	This report provides an executive summary indicating how the federal grant funds are used in the State and an evaluation of the effectiveness of the use of these funds.	Yes
R-41	Student Language Test Reports	OSSE- Office of Bilingual Education	Report on English language learner student test scores sent by Office of Bilingual Education to teachers and principals of individual schools.	No

R-42	Title III Biennial Report	LEA	<p>State Formula Grants under Title III, Part A, English Language Acquisition, Language Enhancement and Academic Achievement Act: An LEA must include the following information in its biennial evaluation report to the OSSE: A description of the programs and activities conducted during the two immediately preceding fiscal years, A description of the progress made by LEP students in learning English and meeting challenging State academic content and student achievement standards, The number and percentage of children attaining English proficiency at the end of each school year, and A description of the progress made by students in meeting challenging State academic content and student academic achievement standards for each of the two years after students are no longer receiving services.</p>	Yes
R-43	<p>Uniform Management and Information Reporting Systems (UMIRS) Annual Reporting Requirements Sec 4112(c)(3)</p>	OSSE	<p>The UMIRS provisions require States to collect the truancy rates; the frequency, seriousness, and incidence of violence and drug-related offenses resulting in suspensions and expulsions in elementary and secondary schools in the State; the types of curricula, programs, and services provided by the State's chief executive officer, the State educational agency, local educational agencies, and other recipients of funds under the Safe and Drug-Free Schools and Communities Act (SDFSCA)</p>	Yes

			State Grants Program; and incidence and prevalence, age of onset, perception of health risk, and perception of social disapproval of drug use and violence by youth in schools and communities.	
R-44	University of District of Columbia	UDC	Enrollment Profile ( <a href="http://www.udc.edu/irap/docs/F05_F06_Enrollment_Profile.pdf">http://www.udc.edu/irap/docs/F05_F06_Enrollment_Profile.pdf</a> )	Both
R-45	University of District of Columbia	UDC	Fact Book ( <a href="http://www.udc.edu/docs/UDC_FACT_BOOK_05_06_Final1a.pdf">http://www.udc.edu/docs/UDC_FACT_BOOK_05_06_Final1a.pdf</a> )	Both
R-46	University of District of Columbia	UDC	Retention Profile ( <a href="http://www.udc.edu/irap/docs/F04_and_F05_UDC_Student_Retention_Report.pdf">http://www.udc.edu/irap/docs/F04_and_F05_UDC_Student_Retention_Report.pdf</a> )	Both

**C.3.2 DATA TRANSFER**

The Contractor shall support secure transfer and exchange of data over the Internet among educational entities using a number of file formats, including:

1. The Schools Interoperability Framework (SIF) standards
2. XML
3. Comma-delimited ASCII records
4. Tab-delimited ASCII records
5. Fixed-length ASCII records
6. Excel, Word documents
7. Use secure FTP when needed

**C.3.3 HOSTING OPTIONS**

The Contractor's hosting option, if accepted, shall include:

1. Contractor Hosting
2. OCTO Hosting
3. Combination of Contractor and OCTO hosting

If the solution is to be housed in total or in part at a hosted service site, the Contractor shall provide Internet connectivity to the site via a Tier 1 Internet Service Provider. If the Contractor's solution is to be housed in total or in part at a District site, the Contractor shall specify any site adaptation requirements needed to ensure the adequacy of facilities.

**C.3.4 SECURITY**

Regardless of the hosting location, the Contractor shall ensure that the information in the SLED System is protected against unauthorized disclosure, transfer, modification, or destruction, whether accidental or intentional. The COTR reserve the right to have a third-party conduct a security audit of the SLED System to determine compliance with current DC Government security standards and industry-recognized best practices. The Contractor shall ensure that the logical security components include the following listed in the Table below:

**TABLE X**

<b>Security Requirement #</b>	<b>Category</b>	<b>Requirement, The Contractor shall provide:</b>
S-1	Audit	Auditing and transaction logging facilities
S-2	Authentication	Strong authentication
S-3	Compliance	Compliance with OCTO policies, guidelines, and procedures documented at: <a href="http://octo.dc.gov/octo/cwp/view.a.1302.q.579820,octoNav,%7C32782%7C.asp">http://octo.dc.gov/octo/cwp/view.a.1302.q.579820,octoNav,%7C32782%7C.asp</a>
S-4	Compliance	Compliance with state and federal law statutes (especially FERPA and HIPPA) that protect the confidentiality of student, staff and user information
S-5	Connection Monitoring	Connection monitoring
S-6	Data	Data integrity checks
S-7	Data	Data element level protection
S-8	Encryption	Encrypted connections (specify level of encryption)
S-9	Field Level	Field level controlled access
S-10	Field Level	Field level encryption
S-11	Filtering	Filtering
S-12	Physical Security	Physical security of the service location
S-13	Role-Base	Role-based security at the data element level for users
S-14	Rules Engine	(User) System Administrator capability to modify user roles and add user roles. (See System Administration.)

**C.3.4.1      USERS**

The Contract shall provide a system that shall have the following types for users and it shall have user roles defined within the SLED System with the appropriate security level:

1. General Public
2. Students
3. Parents
4. Teachers/Counselors (preK-12 + post-secondary)
5. School Administrators (preK-12 + post-secondary)
6. LEA Central Office
7. Public Charter School Board (PCSB)
8. SEA (OSSE) Central Office
9. Community-based Org (CBO)/Non-Governmental Org (NGO)
10. Office of the Deputy Mayor for Education
11. USDA Free and Reduced Meal Direct Certification User
12. System Administrator

**C.3.5            DOCUMENT MANAGEMENT**

N/A

**C.3.6            TECHNOLOGY REQUIREMENTS**

Regardless of the hosted location, the Contractor's solution:

1. Shall not require changes in the DC Government or LEA's existing technology architecture.
2. Shall be compliant with OCTO's policies, standards and guidelines documented at <http://octo.dc.gov/octo/cwp/view,a,1302,q,579820,octoNav,%7C32782%7C.asp>.

**C.3.6.1        STORAGE/BACKUPS**

The Contractor shall provide back-up or store the data on DVD's/CDs. The Contractor shall ensure that the user database information in the SLED system shall be

automatically backed up once per day and the important components of the SLED system shall be equipped with uninterruptible power supplies to allow continued operation through power outages of less than fifteen (15) minutes. The Contractor shall ensure that the equipment is routed to emergency power circuits. The Contractor shall ensure that the SLED System incorporate uninterruptible power supplies that supports the entire SLED System for fifteen (15) minutes to allow the facility's back up power supply to take over. The Contractor shall ensure that equipment(s) be routed to emergency power circuits. Regardless of the hosting location, the Contractor shall:

1. Support on-site nightly backups
2. Rotate backups weekly to a secure off-site facility
3. Parallel processing for fail over
4. Incorporate Disaster Recovery
5. Have a process for recovery that includes periodic testing

#### **C.3.6.2 ARCHITECTURE**

The Contractor shall provide a SLED System designed to renders no impact on the DC WAN/LAN architecture and equipment configurations. OSSE and OCTO will provide limited implementation assistance, appropriate technical information, and scheduling assistance, as required to meet project timelines.

**C.3.6.3 SYSTEM ADMINISTRATION**

The Contractor shall provide a SLED System that has system administrator’s access for OCTO personnel:

1. To enter and change security access and rights for any and all system users, in a quick and efficient manner
2. To conform to LDAP user
3. To add, update and delete code tables and table entries, reports and other system tables in a quick and efficient manner using on-line tools.

**C.3.6.4 OPERATIONS/CAPACITY**

The Contractor shall provide a system that has the capacity and scalability to perform the requirements listed in the following Table:

**TABLE XI**

<b>Operations/Capacity Requirement #</b>	<b>Requirement,</b>
OC-1	Handle peak loads at reporting times (submission of fall enrollment, release of report cards or District test results)
OC-2	Meet periods of excessive demand on short notice
OC-3	Provide for an average response time of two seconds or less for users with adequate network connectivity, displaying a “Please Wait” or similar message when complex calculations require more processing time.
OC-4	Have a proven reliability rate greater than 99%.
OC-5	Support 24x7x52 accessibility to reports/data by Internet end-users
OC-6	Handle power, server, and Internet interruptions without loss of system and data integrity.
OC-7	Store minimum of 5 years of student data (there are actually 75,000 students in DC. A growth factor of 3% per year shall be used to project capacity).

### C.3.7 TECHNICAL SUPPORT

The Contractor shall provide technical support services and it shall include maintenance support capabilities 24 hours a day, 365 days per year.

The Contractor shall provide extended maintenance agreements for the base year and to cover option years one, two, or three in length. This agreement will cover any software application developed as part of the Contractor's solution, or for the development of a web-enabled front-end or for integration of any existing product and new software development.

**C.3.7.1 Technology Transition Process**- The Contractor shall develop, with the OSSE and OCTO management team, a process to ensure that the technology, skills, documentation and other resources associated with the SLED System when transitioned to the appropriate personnel who will be responsible for the long-term maintenance and administration of the SLED System. Additionally, the Contractor shall develop a transition process that addresses the resolution of post-production problems and issues.

**C.3.7.2 Consulting Services**- The Contractor shall make consultation service available 24 hours/day, 7 days/week through e-mail and a toll free or local access phone line. This service will provide same day response to questions about support. Provide the OSSE and OCTO with a single point of contact for all system-related issues.

**C.3.7.3 User Support/Help Desk**- The Contractor shall provide multiple levels of support to the system users. Minimum support requirements include:

- Direct toll-free telephonic and online access 24 hours a day, 7 days a week for up to five OCTO designated technical support points of contact with the Contractor's Technical Support staff for resolution of server/system level performance or access issues.
- Online help functions including ability for authorized users to initiate online support requests via password protected access to such functionality, access for all authorized users to online help documentation, tip sheets, procedure documentation, and frequently asked questions relevant to the product as implemented by OSSE

### C.3.8 ORGANIZATIONAL CHANGE MANAGEMENT PLAN

The SLED system is intended to bring about a change in the way that the business of education is conducted in the District of Columbia. The culture shift towards data driven decision making will require a significant investment in organizational change management (OCM) across each tier of the target user community.

Thirty days after award, the Contractor shall provide to the COTR a comprehensive OCM Plan designed to ensure that each user community is both motivated and prepared to use the newly deployed the SLED System technologies in the context of new or re-engineered business processes.

The Contractor's OCM plan shall incorporate industry best practices by addressing each of the following phases of organizational readiness:

**Awareness** – A plan for identifying future users and making them aware of the mission, objectives and scope of the SLED System.

**Desire** – A plan for identifying and communicating value propositions for each user community.

**Knowledge** – A plan for analyzing the current business processes impacted by the planned technology deployment and establishing new or re-engineered business processes designed to deliver on the desired system outcomes for each user community. A plan for identifying and remediating gaps in basic computer skills for each user community. A plan for identifying all distinct user Roles required and clearly mapping all future users to at least one user Role.

**Ability** – A plan for role-based system training to include both pre-deployment conference room pilots (CRPs) and hands-on system training that is consistent with new or re-engineered business processes. A plan for codifying via web-based documentation all Standard Operating Procedures (SOPs) impacted by the SLED System.

**Reinforcement** – A plan for “Go Live” field/call center OCM to address issues and concerns related to changes in business process and standard operating procedures. A plan for on-going system training for new users and remediation of training gaps for existing users.

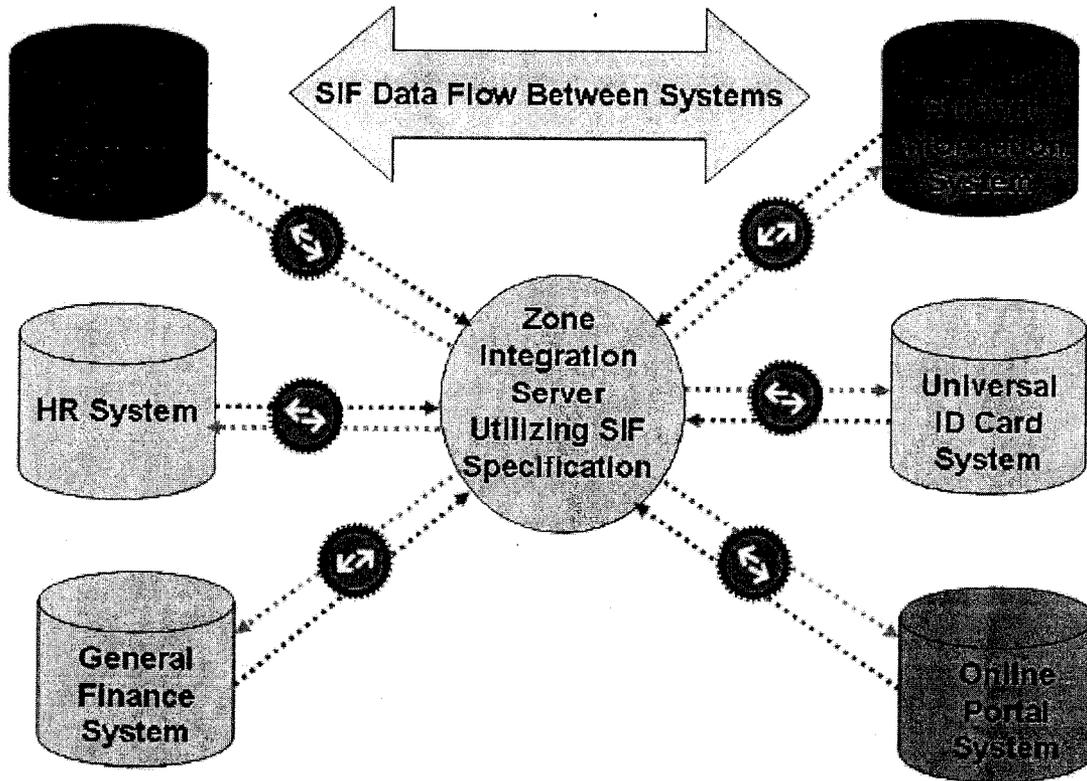
The Contractor's OCM plan shall describe resources and approximate schedule for each phase, organized by category of user.

### C.3.9 PROJECT MANAGEMENT

The Contractor shall communicate the project's status to the COTR at regular intervals during project reviews. These meetings will review progress toward major milestones and deliverables as defined in the baseline project plan. In addition, these meetings will address any changes to the baseline project with an assessment of the impacts of such changes and recommendations for mitigating the effects of such changes. The Contractor shall prepare agendas and provided to the COTR in sufficient time to allow for distribution of approval of agendas two business days prior to the meetings.

### C.3.10 SCHOOL INTEROPERABILITY FRAMEWORK (SIF) COMPLIANCE

This diagram illustrates some of the typical applications that share common data elements. By the use of the “Zone Integration Server” and application specific “SIF Agents”, the transfer of data can occur. The SIF Agents are noted as the orange circles with arrows.



Several states have used the SIF standard to standardize the data interoperability process and to ensure that every user of data in a data warehouse environment accesses a “single version of the truth”.

For the SLED System, the state proposes that all LEAs would be required to possess a SIF agent that will automate the extraction of the required data elements for that time period. For LEAs that do not possess a full SIS (Microsoft Excel or Access), OSSE would seek the Offeror to create “universal agents”. Universal Agents allow for the automated extraction of data from applications such as Excel, Access, and Word. This will allow for LEAs that have chosen not to buy a SIF certified SIS to continue using their system provided they can ensure the state mandated data.

**C.3.10.1 Interoperability Framework (SIF) Compliance-** The Contractor shall endure that the components of the SLED System shall integrate and conform to the most current

version (SIF 2.\*) of the School Interoperability Framework specification (<http://www.sifinfo.org>).

**C.3.11**      **WARRANTY:** The Contractor shall provide warranty coverage on the complete integrated SLED system.

**C.3.12**      **NON-WARRANTY MAINTENANCE**

**C.3.12.1**      The Contractor shall include unlimited telephone technical support, an expected annual supply of expendable items, and continuation of software updates.

**C.3.12.2**      **Hardware:** The Contractor shall provide 24 hour per day, 7 day per week maintenance services, including preventive and remedial maintenance as well as all parts and labor. The Contractor shall provide additional support services for hardware trouble shooting and for tuning purposes.

**C.3.12.3**      **Software:** The Contractor shall provide maintenance (upgrades/new releases) and technical support for all software provided, including ongoing telephone support, problem determination, and resolution.

**C.3.13**      **TECHNICAL SUPPORT**

The Contractor shall provide a toll free telephone number for technical support as well as provide 24 hours per day, seven (7) days per week electronic support. Electronic support includes the ability to report problems to the Contractor online, the ability to browse a database containing problems and technical questions, and the ability to order fixes electronically. The Contractor shall provide the COTR documentation/operating manuals necessary to install, operate, and maintain the products provided. In the event of a computer hardware problem, the Contractor shall provide support with a response time within four (4) hours.

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**SECTION D: PACKAGING AND MARKING**

- D.1** The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts dated March, 2007.

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## SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.
- E.2** **End-State Acceptance Requirement:** Upon conclusion of this project, when all deliverables as defined in this RFP have been satisfied, contractor is responsible for ensuring that all software and hardware upgrades, as it pertains to all development done by contractor, have been completed to ensure that the most recent software versions and any known patches have been properly deployed.

(Remainder of page intentionally left blank)

**SECTION F: DELIVERIES OR PERFORMANCE**

**F.1 TERM OF CONTRACT**

**F.1.1** The term of the contract shall be for a base period of three (3) years from date of award specified on the cover page of the contract.

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract for a period of two (2) one year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.2.2** If the District exercises the option to extend, the contract shall be considered to include this option provision.

**F.2.3** The price for the option period shall be as specified in the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**F.3 DELIVERABLES:**

The Government anticipates acceptance of the following deliverables to be payment points.

Section F #'s	CLIN	DELIVERABLES	QUANTITY/FORMAT/ METHOD OF DELIVERY	DUE DATE	TO WHOM
F.3.1	0001	<b>Preliminary Project Plan:</b> Contractor shall submit a detailed project plan to meet or exceed the requirements identified in Section C.3.1.1 Plan shall include certification of LSDBE Subcontract plan by the OSBD.	1 Electronic and 1 Hard Copy User Acceptance and Signoff	60 Days from Contract Award	COTR
F.3.2	0002	<b>USI:</b> Contractor shall provide state-of-the-art fully-functional Unique Student Identifier (USI) System to meet or exceed	User Acceptance and Signoff	Within 60 days of contract award	COTR

		standards as described in Sections C.3.1.4.1.			
F.3.3	0003	<b>USDA Direct Certification:</b> The contractor shall provide a state-of-the-art fully-functional system for Direct Certification of USDA Free and Reduced Cost Meal Program, to meet or exceed standards as described in Sections C.3.1.5	User Acceptance and Signoff	September 30, 2008	COTR
F.3.4	0004	<b>Student Tracking System:</b> The contractor shall provide a state-of-the-art fully-functional Student Tracking System, to meet or exceed standards as described in Section C.3.1.6	User Acceptance and Signoff	TBD	COTR
F.3.5	0005	<b>Statewide Longitudinal Education Data (SLED) Warehouse:</b> The contractor shall provide a state-of-the-art fully-functional SLED Warehouse, to meet or exceed standards as described in Section C.3.1.7.	User Acceptance and Signoff	TBD	COTR
F.3.6	0006	<b>Teacher Tracking System:</b> The contractor shall provide a state-of-the-art fully-functional Teacher Tracking System, to meet or exceed standards as described in Section C.3.1.11	User Acceptance and Signoff	TBD	COTR
F.3.7		Return of all materials, drafts, developed in the rewriting of new guidelines/instructions as well as rewrite post orders, policies and procedures manuals created in	User Acceptance and Signoff	TBD	COTR

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**Statewide Longitudinal Education Data (SLED) Warehouse System**

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		electronic and hardcopy.			
		<b>Deliverables not separately priced</b>			
<b>F.3.8</b>	0007	<b>Reports:</b> The Contractor shall generate and provide reports, as required to the COTR.		As Required	
<b>F.3.9</b>	0008	<b>Architecture Diagrams:</b> The contractor shall provide any and all diagrams required to effect optimal and alternate technical solutions. (C.3.1.12)		As Required	
<b>F.3.10</b>	0015	<b>Original Change Management Plan (C.3.8)</b>		30 days after Award	Contract Officer

**F.4 Place of Performance:** The District will provide work space for a portion of the technical staff at various locations throughout the District. The Contractor shall provide work space for the remainder of the staff.

(Remainder of the page intentionally left blank.)

**SECTION G CONTRACT ADMINISTRATION DATA:**

**G.1 INVOICE PAYMENTS**

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

**G.2 INVOICE SUBMITTAL:**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.2.2. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in G.7 below. The address of the CFO is:

**Name:** ATTN: David Garrett  
OFRM Accounts Payable  
**Address:** 441 4<sup>th</sup> Street, NW, STE 890-N  
Washington, DC 20001  
**Telephone:** 202-727-2277

**G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

**G.2.2.1** Contractor's name, Federal Tax ID, DUNS number, and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

**G.2.2.2** Contract number, block number two (2) and encumbrance number, and block number twenty-one (21) of the Solicitation Cover Sheet. Assignment of an invoice number by the contractor is also recommended;

**G.2.2.3** Description, price, quantity, and the date(s) that the supplies/services were actually delivered and/or performed.

**G.2.2.4** Other supporting documentation or information, as required by the contracting officer;

**G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice, and;
- G.2.2.8** Authorized signature.

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section H.6.
- G.3.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.4 METHOD OF PAYMENT:**

**Partial Payment**

Unless otherwise specified in the contract, payment will be made on deliveries of goods and services accepted by the District and in accordance with B.3 if:

- A. The amount due on the deliveries warrants it; or
- B. The Contractor requests it and the amount due on the deliveries are in accordance with the following:  
"Payment will be made on completion and acceptance of each item in accordance with the deliverables as identified in Section F.3 for CLINS 1 through 8; and CLINs 9, 10, 11, 14, 15, 18 and 21 will be paid quarterly".

**G.5 ASSIGNMENTS:**

- G.5.1** In accordance with 27 DCMR 3250, unless otherwise prohibited by the contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.5.2** Any assignment shall cover all unpaid amounts payable under the contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

## **G.6 THE QUICK PAYMENT CLAUSE**

### **G.6.1 INTEREST PENALTIES TO CONTRACTORS**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

### **G.6.2 PAYMENTS TO SUBCONTRACTORS**

**G.6.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the

subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.7 CONTRACTING OFFICER (CO):**

Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

Annie R. Watkins, Contracting Officer  
Office of Contracting and Procurement  
Office of the Chief Technology Officer  
441 – 4<sup>th</sup> Street, NW, Suite 930 South  
Washington, DC 20001

(Office No.) 202-727-5274

(Fax No.) 202-727-1679

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER:**

**G.8.1.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.1.2** The Contractor shall not comply with any order, directive, or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**G.8.1.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract shall be announced following award of the contract.

**G.9.2** It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the contract.

**G.9.3** Contractor may be held fully responsible for any changes not authorized in advance in writing by the Contracting Officer may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **G.10 DATA GOVERNANCE OVERVIEW**

**G.10.1** The District Plans to conduct data governance with the following strategy as the system is rolled out. The system is one of many data systems across the District of Columbia which rely on extractions of education, health and facility data from LEA and SEA information systems. In an effort to establish and enforce data quality standards that will ensure consistency across these systems and, therefore, avoid competing versions of the truth, OSSE, the DC Public School System (DCPS), and the DC Public Charter School Board (PCSB) have created a unified data governance model called the 'Data Quality Coalition'.

**G.10.2** The purpose of the Data Quality Coalition is to standardize the cleansing and analysis of all data that crosses LEA/SEA boundaries. The Data Quality Coalition will be an interagency cooperative whose mission is to ensure that all data which are collected and stored for use by statewide education stakeholders is of the highest possible quality. 'High Quality' here refers to data that is:

- complete
- consistent with an agreed to set of formats and business definition (to be documented in the Statewide Education Data Standards)
- accurate to best of the knowledge of the business owners ( schools within an LEA)
- timely to within specifications agreed upon (to be documented)

G.10.3 The Data Quality Coalition will be comprised of dedicated staffing resources from each of the following organizations: OCTO, OSSE, PCSB and DCPS

G.10.4 The Scope of Responsibility for the Data Quality Coalition will include the following:

- a. Collect education data directly from LEAs/schools into data quality staging areas
- b. Administer a statewide Unique Student ID (USI) and Unique Teacher ID (UTI) process
- c. Identify, log and track potential data quality issues using infrastructure provided by OSSE
  - Investigate and resolve data quality issues that require field investigation at the LEA/school
  - Training and call center support for all data producers (teachers, registrars.)
  - Define and publish data quality, definition and access standards for all system contributors/users.
  - Ensure strict operating compliance with FERPA & HIPPA regulations

G.10.5 The Scope of Authority, to be explicitly granted by Directors/Chancellor of the aforementioned organizations, will include the following:

- a. Grant, remove or deny user access to the system
- b. Modify the privileges for configured user security roles
- c. Certify LEA enrollment counts based on the Coalition 'system of record', i.e., system

G.10.6 The Coalition Concept of Operations is depicted in the picture. All education data deemed to be 'critical to policy or operations' by the Coalition Board of Directors will be supplied (manually or automatically, as appropriate) to a Data Staging Area for that organization. The staging area will be accessible only by Coalition personnel and the originating organization. The data is 'owned' by the Coalition. The Coalition Data Operations Group (CDOG) will work in concert with the Field Support Group to execute the following sequence of steps:

1. Scan for updates to the State Master Roster of Students and validate Unique Student IDs.
2. De-identify student data by using the updated Master Roster.
3. Initiate batch-mode data analysis and automated transformation logic
4. 'Clean' data is sent back to the coalition staging area for loading into the system \*AND\* pickup by the owning organization. Note: All cleansed data goes back to the staging area, but only the data covered by MOU is sent to the system.
5. Log potential issues into tracking system and produce error log reports
6. Field Support Group picks up error logs daily and investigates issues until they are resolved.
7. Field Support Group will man a Data Quality Call Center into which users in the field who identify bad data may call for correction. NOTE: All proposed edits to data will be reviewed by the CDOG and any changes will be tracked through industry standard data versioning practices.

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## SECTION H: SPECIAL CONTRACT REQUIREMENTS

### H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

**H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

### H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination Number WD05-2104 Revision 5, dated July 10, 2007, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 *et seq.*) and incorporated herein as Section J.02 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### H.4 FREEDOM OF INFORMATION ACT

**H.5.1** The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR

designated in subsection G.7 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

#### **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.03.3) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) is verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and

(f) Referral source for all new hires.

**H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.5.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to Section H.5.6.

**H.5.6** The Contracting Officer may waive the provisions of Section H.5.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper; Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to Section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section.

**H.5.9** The provisions of Sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

**H.6 PROTECTION OF PROPERTY:**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

**H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

**H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 *et seq.*

**H.9 DISTRICT RESPONSIBILITIES**

**H.9.1** The District will provide sufficient working space, within the primary facility for the Contractor's working team to install and initiate the operation of the SLED System. District will provide desks, telephones and network access as necessary.

**H.9.2** The Contracting Officer's Technical Representative (COTR) is responsible for oversight and acceptance on all matters pertaining to the contract performance, other than those reserved to the Contracting Officer.

**H.9.3** The District will provide Data Governance Overview (see G.10).

**H.9.4** The District will provide access to LEA Database systems.

**H.10 CONTRACTOR RESPONSIBILITIES**

- H.10.1** The Contractor shall follow the procedures and rules of the Government of the District of Columbia.
- H.10.2** During performance of work and/or at completion of work, the Contractor shall provide the orderly hand-over of work products and deliverables to the designated District representative.
- H.10.3** All invoices shall be submitted for certification to the COTR.
- H.10.4** The Contractor shall make available to the District the means by which to integrate this SLED technology into other systems.

**H.11 KEY PERSONNEL**

- H.11.1** The District considers the following positions to be key personnel for this contract:

- H.11.1.1. Project Manager** - The Project Manager is considered to be essential to the work being performed hereunder. The Contractor shall notify the COTR, as identified in Section G.7.1, and the Contracting Officer and the as identified in Section G.5 at least fifteen (15) calendar days prior to removing the Project Manager unless the Contractor deems that removal of the individual is necessary in order to maintain and ensure the integrity and best interest of the project.

**H.12 DIVERSION, REASSIGNMENT, AND REPLACEMENT OF KEY PERSONNEL**

- H.12.1** The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall not reassign these key personnel or appoint replacements without written permission from the Contracting Officer.
- H.12.2** The Contractor shall provide written notification of the removal of the any Key Personnel as specified in Section H.2.1.1.1 in advance of the scheduled removals and within 24 hours for unscheduled removals. The written justification shall provide explanations and justification of the removal of any Key Personnel as well as the Contractor's plan to temporarily and permanently fill those positions. The Contractor shall not replace the Key Personnel without written permission from the Contracting Officer.
- H.12.3** The Contractor shall provide the names and reporting relationships of the key personnel the contractor shall use to perform the work under the proposed contract. Their resumes shall be included. The hours that each shall devote to the contract shall be provided in total and broken down by task.

### **H.13 ADVISORY AND ASSISTANCE SERVICES**

This contract is a “non-personal services contract”. It is therefore, understood and agreed that the Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

#### H.14 LIVING WAGE NOTICE

### **NOTICE**

### **“THE LIVING WAGE ACT OF 2006”**

**Title I, D.C. Law No. 16-118, (D.C. Official Code §§ 2-220.01-.11)**

**Effective June 9, 2006, recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage \$11.75 per hour.**

#### **The requirement to pay a living wage applies to:**

- All recipients of contracts in the amount of \$100,000 or more; and, all subcontractors of these recipients receiving \$15,000 or more from the funds received by the recipient from the District of Columbia, and,
- All recipients of government assistance in the amount of \$100,000 or more; and, all subcontractors of these recipients of government assistance receiving \$50,000 or more in funds from government assistance received from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract.

Certain exceptions may apply where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; contracts for electricity, telephone, water, sewer other services delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or eminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; Medicaid provider agreements for direct care services to Medicaid recipients, provided that the direct care service is not provided through a home care agency, a community residential facility or a group home for mentally retarded persons; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Exemptions are provided for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, provided that other employees are not replaced, and for employees of nonprofit organizations that employ not more than 50 individuals.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliate employee covered by this notice, and shall also post this notice concerning these requirements in a conspicuous site in the place of business.

All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

This is a summary of the "Living Wage Act of 2006". For the complete text go to:  
[www.does.dc.gov](http://www.does.dc.gov) or [www.ocp.dc.gov](http://www.ocp.dc.gov)

**To file a complaint contact: Department of Employment Services  
Office of Wage-Hour  
64 New York Avenue, N.E., Room 3105, Washington, D.C. 20002  
(202) 671-1880**

#### H.14.1 LIVING WAGE – WAY TO WORK AMENDMENT ACT OF 2006

- H.14.1.1 Except as described in H.14.1.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et. seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.14.1.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.14.1.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.14.1.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.14.1.5 The Contractor shall provide a copy of the Fact Sheet attached as J. to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J. in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.14.1.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.14.1.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.14.1.8 The requirements of the Living Wage Act of 2006 do not apply to:

- H.14.1.8.1** Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - H.14.1.8.2** Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - H.14.1.8.3** Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - H.14.1.8.4** Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
  - H.14.1.8.5** Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
  - H.14.1.8.6** An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
  - H.14.1.8.7** Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
  - H.14.1.8.8** Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. §501(c)(3));
  - H.14.1.8.9** Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code §44-501); and,
  - H.14.1.8.10** Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.
- H.14.2** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## H.15 SUBCONTRACTING PLAN LIQUIDATED DAMAGES

### H.15.1 Liquidated Damages

- a. If during the performance of this contract, the Contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract and 27 DCMR 804.9, 39 DCR 5578 (July 24, 1992), and as approved by the Contracting Officer, the Contractor shall pay to the District liquidated damages in the sum of \$15,000 .00 for each day the Contractor fails to comply with the subcontracting plan, or 5% of the total contract value, unless the Contracting Officer determines that the Contractor made good faith efforts to comply with the subcontracting plan in accordance with subparagraph b below.
- b. Prior to assessing any liquidated damages under this provision, the Contracting Officer shall issue a written notice informing the Contractor that it is not in compliance with the subcontracting plan and set forth the areas of non-compliance. The written notice from the Contracting Officer shall provide the Contractor with ten (10) days from the date of receipt of the written notice to correct any areas of non-compliance or to demonstrate that the contractor has used good faith efforts to comply with the subcontracting plan. If the Contractor fails to correct any areas of non-compliance or demonstrate good faith efforts within the ten-day period, the Contracting Officer shall assess liquidated damages beginning on the first day after the end of the ten-day period.
- c. If failure to comply with the subcontracting plan is such that the Contracting Officer determines it to be a material breach of the contract and terminates the contract under the Default Clause of the Standard Contract Provisions, the Contractor shall be liable for aforementioned liquidated damages accruing until the time the District may reasonably obtain similar goods and services.

## H.16 REQUIRED SUBCONTRACTING SET-ASIDE

Thirty five percent (**35%**) of the total dollar value of this contract has been set-aside for performance through subcontracting with businesses certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as local business enterprises, disadvantaged business enterprises, resident-owned businesses, local business enterprises with their principal offices located in an enterprise zone, small business enterprises, or longtime resident businesses. Any prime contractor responding to this solicitation shall submit within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD.

**H.17 ENFORCEMENT AND PENALTIES FOR WILLFUL BREACH OF SUBCONTRACTING PLAN**

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.

**H.18 LIQUIDATED DAMAGES – FAILURE TO MEET PERFORMANCE REQUIREMENTS:**

It is expressly agreed by the District of Columbia and the Contractor that, in the event of a failure to meet the following performance requirements, the corresponding consequential damages shall be paid sustained by the District, and the Contractor shall pay to the District its actual damages based on the following performance Requirements:

**H.18.1 Key Dates**

1. If, for any reason, the Contractor is delayed in meeting key deliverable dates and a contract and a contract modification to the work plan is not approved, the District may assess damages. Approval of contract modification or work plan modification does not summarily imply that the District will not assess damages to the Contractor
2. The District may assess five hundred dollars per work day, or any part thereof, for each of the first ten (10) calendar days of delay in meeting a key date. The District may assess five hundred dollars (\$500) damages per work day, or any part thereof, for each of the next thirty (30) calendar days of delay, up to one thousand dollars (\$1,000) damages per work day, or any part thereof, for each additional day of delay after that.

**H.18.2 Key Personnel**

1. The contractor shall not change personnel commitments provided in the Contractor's proposal for the Implementation Tasks without prior approval of the COTR, unless due to the resignation or death or any named individuals.
2. The District may assess a maximum of two thousand dollars (\$2,000) damages per occurrence for each key person proposed who is changed for reasons other than death or resignation or termination or military recall.

**H.18.3 Performance Measures**

1. If, for any reason, the Contractor fails to meet the performance measures agreed to between the Contractor and the COTR, without prior approval by the COTR, the District may assess damages.
2. The District may assess five hundred dollars per work day, or any part thereof, for each of the first ten (10) calendar days that the Contractor fails to meet the agreed upon performance measure. The District may assess one thousand (\$1,000) damages

per work day, or any part thereof, for each of the next thirty (30) calendar days of delay, up to two thousand dollars (\$2,000) damages per work day, or any part thereof, for each additional day the Contractor fails to meet agreed upon performance measures.

**H.19 Liquidated Damages- Establishment of Performance Requirements**

It is expressly agreed by the District and the Contractor that upon award of the contract, the COTR and Contractor will establish performance requirements related to Key Dates, Key Personnel, and Performance Measures. These performance requirements constitute the performance requirements against which damages may be claimed in the event the Contractor fails to meet any or all key date, key personnel, or performance measures.

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**SECTION -I: CONTRACT CLAUSES**

**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

**I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

**I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

**I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and District holidays, unless otherwise stated herein.

**I.5 RIGHTS IN DATA**

**I.5.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings

and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

**I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

**I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name); and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

**I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

**I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor shall be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

## **I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

**I.8.1** Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

- I.8.1.1** Commercial General Liability Insurance: \$1,000,000.00 limits per occurrence, District added as an additional insured.
- I.8.1.2** Automobile Liability Insurance: The Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for both bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000.00 per person and \$500,000.00 per occurrence for property damage.
- I.8.1.3** Worker's Compensation Insurance: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and the Contractor agrees to comply at all times according to the statutes of the District of Columbia, including Employer's Liability, \$100,000.00 per accident for injury, \$100,000.00 per employee for disease, \$500,000.00 policy limit disease.
- I.8.1.4** Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000.00).
- I.8.1.5** Property Damage: The Contractor shall carry property damage insurance of at least \$20,000.00 per occurrence.

## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity