

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption Statewide Longitudinal Education Data System (SLED)		Page of Pages 1   88		
			2. Contract Number	3. Solicitation Number DCTO-2010-R-0072	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued 8/10/2010	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: Office of the State Superintendent of Education Van Ness Elementary 1150 5th Street, SE, 3rd Floor Washington, DC 20003			8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW Suite 703 South, Bid Room Washington, DC 20001				
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in original and 1 written and 9 electronic copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703S, Bid Room Washington, DC 20001 until 02:00 p.m. local time 15-Sep-10 (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact	A. Name Crystal N. McKay		B. Telephone (Area Code) 202 (Number) 727-6956 (Ext)		C. E-mail Address <a href="mailto:crystal.mckay@dc.gov">crystal.mckay@dc.gov</a>		
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<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ 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 herein.							
13. Discount for Prompt Payment		<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> _____ Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date	
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract				
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)					
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered			20. Amount \$530,535.00	21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print) Kenneth Morrow			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	
 <b>Government of the District of Columbia</b>			<b>Office of Contracting &amp; Procurement</b>				

**SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

**B.1 INTRODUCTION**

**B.1.1** 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) (the “District”) is seeking a turn-key solution from the offeror capable of providing OSSE a state-of-the-art District of Columbia Statewide Longitudinal Education Data System (SLED). This solution 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.1.2** The SLED solution 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-12, post-secondary education, into adult education and initial years of employment. The primary objectives of the SLED are to enable improved tracking of student mobility and growth over a student’s entire lifespan in the District of Columbia public education institutions, and to collect and provide the data needed for better planning, trend analysis, performance projections, program evaluation, and stakeholder empowerment.

**B.2** The District contemplates award of a firm fixed price contract.

**B.3 PRICE SCHEDULE**

The Contractor shall complete the following price schedule by filling in the non-shaded areas.

Contract Line Item No. (CLIN)	Item Description	Section Reference	Base Period (Years 1-3)	Option Period One (Year 4)	Option Period Two (Year 5)
<b>0001</b>	<b>Release 1: Data Warehouse</b>				
0001A	Data Warehouse	§ C.5.5, § L.1.11 & Appendix C			
0001B	Data Migration	§ C.5.4, § L.1.9 & Appendix B			
0001C	Data Transfer /Integration	§ C.5.12 & Appendix O			
0001D	Decision Support Software	§ C.5.18 & Appendix S			
0001E	End-User Emails/ Communication Tool	§ C.5.6.4 & Appendix I			
0001F	Enterprise Architecture	§ C.5.24.3 & § L.1.12			
0001G	Enrollment Reports	§ C.5.14 & Appendix Q			
0001H	Federal and State	§ C.5.17 &			

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	Reporting	Appendix R			
0001I	SLIMS Integration	§ C.5.15			
0001J	Operations/Capacity	§ C.5.24.2 & Appendix U			
0001K	Portal	§ C.5.13 & Appendix P			
0001L	USI Engine Integration	§ C.5.16			
0001M	System Security & Security Plan	§ C.5.23 & Appendix T			
0001N	Project Plan Management	§ C.5.19 & § L.1.8.1			
0001O	Documentation	§ C.5.25			
0001P	Transition, Support and Training Services	§ C.5.25			
0001Q	Project Management	§ C.5.19 & §L.1.8			
<b>0002</b>	<b>Release 2: Direct Certification</b>				
0002A	Direct Certification for the USDA Free and Reduced Meal Program	§ C.5.8 & Appendix H			
0002B	Project Plan Management	§ C.5.19 & § L.1.8.1			
0002C	Documentation	§ C.5.25			
0002D	Transition, Support and Training Services	§ C.5.25			
0002E	Project Management	§ C.5.19 & §L.1.8			
<b>0003</b>	<b>Release 3: 360° Student View Part 1</b>				
0003A	360° Student View Part 1 for assessment and graduation data	§ C.5.6.5 & Appendix J			
0003B	Standardized Testing Results Reporting	§ C.5.6.7 & Appendix L			
0003C	Project Plan Management	§ C.5.19 & § L.1.8.1			
0003D	Documentation	§ C.5.25			
0003E	Transition, Support and Training Services	§ C.5.25			
0003F	Project Management	§ C.5.19 & §L.1.8			
<b>0004</b>	<b>Release 4: 360° Student View Part 2</b>				
0004A	360° Student View Part 1 & 2 (not assessment and graduation data)	§ C.5.6.5 & Appendix J			
0004B	Project Plan Management	§ C.5.19 & § L.1.8.1			
0004C	Documentation	§ C.5.25			
0004D	Transition, Support and Training Services	§ C.5.25			
0004E	Project Management	§ C.5.19 &			

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		§L.1.8			
<b>0005</b>	<b>Release 5: Teacher and Staff Module</b>				
0005A	Teacher and Staff Module	§ C.5.6.8 & Appendix M			
0005B	Project Plan Management	§ C.5.19 & § L.1.8.1			
0005C	Documentation	§ C.5.25			
0005D	Transition, Support and Training Services	§ C.5.25			
0005E	Project Management	§ C.5.19 & §L.1.8			
<b>0006</b>	<b>Release 6: Early Childhood, College Enrollment, Adult Education</b>				
0006A	Early Childcare Data Analysis	§ C.5.9			
0006B	Electronic Transcripts	§ C.5.11 & Appendix N			
0006C	College Enrollment Data Analysis	§ C.5.10			
0006D	Project Plan Management	§ C.5.19 & § L.1.8.1			
0006E	Documentation	§ C.5.25			
0006F	Transition, Support and Training Services	§ C.5.25			
0006G	Project Management	§ C.5.19 & §L.1.8			
<b>0007</b>	<b>Support Services</b>				
0007A	Tier 3 Support	§ C.5.25.3 & § C.5.26			
0007B	Maintenance & Upgrades	§ C.5.26			
0007C	License Renewal	§ C.5.26.1			
<b>OPTIONAL SERVICES</b>					
<b>0008</b>	<b>Training Services</b>				
0008A	On-site System Administrator Training (up to 10 people)	§ C.5.27			
0008B	On-site Train – the – Trainer Training (up to 10 people)	§ C.5.27			

**B.4** An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this Request for Proposal (RFP) shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.10.

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE

- C.1.1** The SLED will store data that helps the District meet the needs of both state and federal reporting requirements. It will utilize decision support dissemination tools to meet the increasing demands for education data from our constituency, thus enabling our stakeholders to make informed education decisions based on timely and accurate information.
- C.1.2** The District expects a contractor to deliver the SLED in a phased approach. The District has provided its expectations for this approach in the RFP starting with the data warehouse functionality as the framework for the SLED.
- C.1.3** The proposed solution is NOT intended to be a school or district-level information management system (e.g., Scheduling, Grade Reporting, Attendance Accounting, and Student Report Cards). Rather, it is intended to be a state-level repository of education data that will enable OSSE, District of Columbia Public Schools (DCPS), Public Charter School Board (PCSB), other charter Local Education Agencies (LEAs), individual schools, teachers, parents, and other stakeholders to make data driven decisions to improve student outcomes.

### C.2 DISTRICT OF COLUMBIA DATA SYSTEM ENVIRONMENTS

The list below is provided as an overview of the District’s primary data systems. This list is to inform the contractor that they must be familiar with the various operating systems and able to transmit data to and collect data from these systems. The contractor needs to be advised that this list is not exhaustive and may change during the project.

System	Description	Operating System	Owner
Accuplacer	Entrance exam	TBD	UDC
Blackbaud	One of several Student Information Systems used by charter (LEAs).	TBD	Some Public Charter Schools (PCSs) use
Candidate Performance Assessment System (CPAS)	Contains various data (college grades, assessment scores/data, course taken, grade point average (GPA)) of those persons who are aspiring to be teachers (referred to as candidates).	Windows	Office of the State Superintendent of Education – Office of Educator Licensure and Quality (OSSE-OELA)
DC Student Tracking and Reporting System (DCSTARS)	Student Information System used by all DCPS schools.	Windows	DCPS
Destiny	School textbook and library management system.	Windows 2003	DCPS
Discipline Pro	Commercial-off-the-shelf (COTS) software for storing discipline incident and case management data	Windows	Individual DCPS and/or PCS schools

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<b>System</b>	<b>Description</b>	<b>Operating System</b>	<b>Owner</b>
Early Childhood Education Admin. (ECEA) Db #1	Contains ECEA daycare information.	Windows	DC Department of Human Services (DHS)
ECEA Db #2	Contains transition information when the children move from daycare to Pre-school (4 years old).	Windows	DHS
ECEA Db #3	Contains ECEA service provider licensing and accreditations status.	Windows	DHS
ECEA Db #4	Database of Early Childhood Education program provider profiles, ratings and environmental assessments.	TBD	Morgan State University
ECEA Db #5	Aftercare For All childcare provider information.	TBD	DCPS
ECEA Db #6	Childcare Center licensing database.	TBD	DC Department of Health (DOH)
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	University of the District of Columbia (UDC)
Educational Testing Service (ETS)	National high stakes testing Contractor.	TBD	Public Domain
Educator License Information System (ELIS)	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.	TBD	OSSE- OELA
Employed Educator Reporting (EER)	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.	TBD	OSSE-OELA
Federal Grants Database		TBD	OSSE
FileNet	Document management System.	TBD	OCTO

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System	Description	Operating System	Owner
DC Human Services Modernization Program (HSMP)	DC Health & Human Services Longitudinal Data-warehouse.	TBD	OCTO
GEARS	Grants Evaluation, Analysis and Reporting System.	Windows NT, IIS	DCPS
Gear Up Database		TBD	OSSE- GEAR Up
Go.Edustar	Student Information System	TBD	Approximately 15 PCSs use this
LACES	Adult and Family Education system.	TBD	OSSE
LitPro		TBD	OSSE- Even Start
MEAD	Multi-year Enrollment Audit Data System	TBD	OSSE
National Student Clearinghouse (NSC)	National database of post-secondary degree and enrollment data.	TBD	Public Domain
OLAMS	Online Attendance Monitoring System used by the DC Public Charter School Board.	TBD	PCSB
OneApp	Grant Programs for Students Attending Colleges and Universities.	Windows, .Net application	OSSE
PeopleSoft	Tracks and manages DCPS staff and organizations	TBD	OCTO
PowerSchool	Student Information System	TBD	Approximately 35 PCSs use this
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
SASI	Student Information System	TBD	Approximately 2 PCSs use this
School and LEA Information Management (SLIMS) database	Contains directory information of all LEA and schools in the District of Columbia along with contact information. Keeps track of open, closed and merged schools.	TBD	OSSE
SEDS	Special Education Data System	MS SQL Server v2005	OSSE
Sharepoint 2010	Portal, Document Management Collaboration Tool.	TBD	OSSE/OCTO
SIS Plus	Student Information System	TBD	University of the District of Columbia
SOAR	Budget and financial management system.	TBD	Office of the Chief Financial Officer (OCFO)

System	Description	Operating System	Owner
Transportation Management System (TMS)	Stores special education students' transportation data such as demographic data, school information and mode of transportation (e.g. Bus, Metro Fair).	MS SQL Server v2008	OSSE
WINSNAPP	Food and Nutrition System	Windows	DCPS Food and Nutrition Services

### C.3 ACRONYMS

These terms when used in this RFP have the following meanings:

ACRONYM	DEFINITION
ACF	Administration of Children and Families
ACT	American College Testing
ADA	Americans with Disabilities Act
AP	Advanced Placement
APEX	Application Enterprise Express - Oracle
ASCII	American Standard Code for Information Interchange
AYP	Adequate Yearly Progress – The District is required to determine annually if every LEA and school is making adequate yearly progress (AYP) toward reaching the goal, by the 2013-2014 school year, of having 100 percent of its student population scoring at or above the Proficient level in mathematics and reading on the DC CAS.  The District is required to determine annually if every LEA and school is making adequate yearly progress (AYP) toward reaching the District's academic proficiency targets.
BAFO	Best and Final Offer
CA	Contract Administrator
CCB	Change Control Board
CFO	Chief Financial Officer
CO	Contracting Officer
COTS	Commercial-off-the-shelf
CPAS	Candidate Performance Assessment System
CSPR	Consolidated State Performance Reports
DB	Database
DBE	Disadvantaged business enterprise
DC	District of Columbia
DC CAS	DC Comprehensive Assessment System – A test administered annually to all students in grades 3-8 and 10.
DCPS	District of Columbia Public Schools (not including charter schools)
DC STARS	DC Student Tracking and Reporting System – Student Information System used by all DCPS schools.
DHS	District of Columbia's Department of Human Services
District	Government of the District of Columbia
DME	Deputy Mayor for Education

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ACRONYM	DEFINITION
DOES	Department of Employment Services
DSLBD	Department of Small and Local Business Development
DZE	Enterprise zone
ECEA	Early Childhood Education Administration
EDFacts	U. S. Department of Education initiative to put performance data at the center of policy, management and budget decisions for all K-12 educational programs
EDEN	Education Data Exchange Network – A centralized portal through which states submit their educational data to USDE.
EER	Employed Educator Reporting
EOL	End-of-Life
ELIS	Educator License Information System
ESEA	Elementary and Secondary Education Act of 1965, as amended.
ETS	Educational Testing Service
ETL	Extract, Transport and Load
FERPA	Federal 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.
FNS	Food Nutrition Service
FOIA	Freedom of Information Act
FSP	Food Stamp Program
FTP	File Transfer Protocol
GEARS	Grants Evaluation, Analysis and Reporting System.
GED	General Educational Development
GIS	Geographic Information System
GTM	Global Traffic Manager
GPA	Grade point average
HIPPA	Health Insurance Portability and Accountability Act
HQT	Highly Qualified Teacher
HSMP	Human Services Modernization Program
IDEA	Individuals with Disabilities Education Act
IEA	Intermediate Education Agency (PCSB is considered an IEA).
IMA	Income Maintenance Administration
LACES	Literacy Adult Community Educational Progress
LBE	Local business enterprise
LDAP	Lightweight Directory Access Protocol
LDS	Longitudinal Data System
LEA	Local Education Agency – Unique educational agency within a state.
LMBE	Local manufacturing business enterprise
LRB	Longtime resident business
LTM	Local Traffic Manager
MEAD	Multi-year Enrollment Audit Data System
NCES	National Center for Education Statistics
NAEP	National Assessment of Educational Progress
NGO	Non-governmental Organization
NSC	National Student Clearinghouse
OBIEE	Oracle Business Intelligence Enterprise Edition

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ACRONYM	DEFINITION
OCFO	Office of the Chief Financial Officer
OCP	Office of Contracting and Procurement
OCTO	Office of the Chief Technology Officer – Provides technology expertise and guidance to the District government agencies.
ODS	Operational Data Store
OELA	Office of Educator Licensure and Quality
OLAMS	Online Attendance Monitoring System
OST	Out-of-School Time
OSSE	Office of the State Superintendent of Education – District of Columbia’s State Education Agency.
PCS	Public Charter School
PCSB	Public Charter School Board
PSAT	Preliminary Scholastic Assessment Test
QA	Quality Assurance
RACI	"Responsible", "Approves", "Contributes" and "Informs" levels of accountability matrix
RFP	Request for Proposal
ROB	Resident-owned business
SASI	A student information system used by some of the charter schools
SAT	Scholastic Assessment Test
SBE	Small Business Enterprise
SCP	Standard Contract Provisions
SEA	State Education Agency – State agency that oversees Local Education Agencies, sets state policies and reports to the Department of Education.
SEDS	Special Education Data System – Used by all LEAs to track special education services provided to students, to monitor student progress and to produce appropriate reports.
SEO	State Education Office
SIF	School Interoperability Framework
SIS	Student Information System
SLA	Service Level Agreement
SLED	Statewide Longitudinal Education Data System
SLIMS	School and LEA Information Management System
SOAR	Budget and financial management system
SQL	Structured Query Language
STUI	Staff/Teacher Unique Identifier
TANF	Temporary Assistance and Needy Families
TBD	To Be Determined – The District shall completely identify all Operating Systems (1) by amendment prior to RFP closing, (2) by amendment and BAFO for all in the competitive range, or (3) by change order after award.
TMS	Transportation Management System
UAT	User Acceptance Test
UCP	Ultimate Circuit Protection
UDC	University of the District of Columbia
USDA	United States Department of Agriculture
USDE	U.S. Department of Education
USI	Unique Student Identifier – Unique numerical identifier assigned to a student for their entire educational career while in DC.
VOB	Veteran-owned business

ACRONYM	DEFINITION
WBS	Work Breakdown Structure
WINSNAPP	Food and Nutrition System

#### C.4 BACKGROUND

**C.4.1** In 2006 the District applied for and was awarded a grant by the U.S. Department of Education (USDE) to develop a longitudinal data system. The longitudinal data system must include the twelve (12) elements found in the America Competes Act. The elements are:

1. A unique identifier for every student that does not permit a student to be individually identified;
2. The school enrollment history, demographic characteristics, and program participation record of every student;
3. Information on when a student enrolls, transfers, drops out, or graduates from a school;
4. Students scores on tests required by the Elementary and Secondary Education Act;
5. Information on students who are not tested, by grade and subject;
6. Students scores on tests measuring whether they're ready for college;
7. A way to identify teachers and to match teachers to their students;
8. Information from students' transcripts, specifically courses taken and grades earned;
9. Data on students' success in college, including whether they enrolled in remedial courses;
10. Data on whether K-12 students are prepared to succeed in college;
11. A system of auditing data for quality, validity, and reliability; and
12. The ability to share data from preschool through postsecondary education.

**C.4.2** On July 12, 2007, Mayor Adrian A. Fenty proposed, and the DC City Council passed, the Public Education Reform Amendment Act of 2007. Under this legislation, the State Education Office (SEO) became OSSE. The new legislation states that OSSE, in coordination with OCTO, shall develop and implement a longitudinal educational data warehouse system to be used by:

1. The OSSE;
2. The University of the District of Columbia;
3. Public schools;
4. Publicly charter schools;
5. Publicly funded educational programs;
6. Policymakers;
7. Institutions of higher education; and
8. Researchers.

**C.4.3** The District of Columbia is the nation's only State Education Agency (SEA) comprised exclusively of urban LEAs. The following table provides an overview of the LEAs in DC:

LEA Type	LEA	Schools/Campuses	Approximate # of
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	Count		Students
DCPS	1	129	42,500
PCS	57	99	27,500
<b>Total</b>	<b>58</b>	<b>228</b>	<b>70,000</b>

- C.4.4** In addition to becoming the main repository of current and historical education data for learners in the District, the SLED is intended to be used to help answer a wide range of education related questions, as well as enable staff at both the LEA and SEA level to complete the large number of reports required by both the Federal and District governments more efficiently. Among other purposes, stakeholders will be able to use the SLED to identify, for example, which schools are meeting adequate yearly progress (AYP), which schools and classrooms are closing the achievement gap, to analyze the value of various education programs, to determine which schools work best for particular types of students, and to identify best practices that are improving student achievement.
- C.4.5** In February 2009, OSSE released a longitudinal data system (hereafter called “SLED 1.0”). SLED 1.0 partially implemented a Unique Student Identifier solution (USI) and incorporated collected student level enrollment and demographic information into a partially developed data warehouse for school year 2008-09. SLED 1.0 leveraged an Oracle database for data collection and storage, and an Oracle Application Enterprise Express (APEX) and Oracle Business Intelligence Enterprise Edition (OBIEE) as the graphical user interface.
- C.4.6** OSSE is no longer using SLED 1.0; however, OSSE is assigning USIs manually via an interim SLED solution and is working to collect and store two to three years of longitudinal student data that will be migrated into the new SLED solution developed in accordance with this RFP. The data elements included in the interim SLED solution are listed below:

Interim SLED Data Elements	
Source ID	English Proficiency
USI	Address Type
Local ID	Address
School ID	City
Social Security Number	State
Last Name	Zip
Middle Name	Phone Type
First Name	Telephone Number
Alias	Special Ed Status
Nickname	Enrollment Status
Email Address	Enrollment Type
Cohort Year	School Year
Race	Entry Type
Sex	Entry Date
Birth Date	Entry/Grade Level
City of Birth	Home Room for Enrollment
County of Birth	Exit/Withdrawal Type
Birth State	Exit/Withdrawal Date
Country of Citizenship	Exit Withdrawal Status
Country Arrival Date	Language Spoken at Home
Country of Residence	

**C.5 REQUIREMENTS**

### C.5.1 OSSE RESPONSIBILITY

OSSE will maintain responsibility for the following:

1. Providing project direction, scope, and goals;
2. Providing project oversight to ensure the project is meeting the goals, schedules, deliverables and that District tasks are completed as needed, coupled with risk and issues management in collaboration with the Contractor;
3. Developing Business Requirements for each release that will be provided via Functional Requirement Documents;
4. Coordinating with the Contractor to ensure milestones are met;
5. Developing and implementing any necessary Change Management plans;
6. Participating in the User Acceptance Testing (UAT); and
7. Identify and document the source and location of all required data elements for each release.

### C.5.2 USER COMMUNITY

C.5.2.1 The SLED has a wide user community that will have access to an abundance of data. The Contractor must provide a system for all the user types listed below including defined user roles with the appropriate security level identified in Appendix A - User Community.

User Community	Approximate User Count
LEAs	58
OSSE & Deputy Mayor of Education (DME)	400
LEA Administrators	60
Principals	200
Teachers	20,000
Parents	145,000
Students	72,000
NGOs & Community Based Organizations	100
Post-Secondary Education	20

### C.5.3 PHASED RELEASE APPROACH

C.5.3.1 It is the intent of the District to release the SLED using a multi-phase approach with deployment of the first release within four (4) months after date of award.

#### 1. Release 1: Data Warehouse

1.1. **Delivery Date:** Four (4) months after date of award.

1.2. **Description:** This release serves as the foundation for the SLED as it incorporates the delivery of the data warehouse solution. This initial release shall incorporate the migration of the interim SLED solution

data (student enrollment, demographic and exit data), integrating with the Unique Identifier Engine to capture a USI for each student, capture and store data longitudinally in the data warehouse. This release must provide all users with online reporting functionality, including ad-hoc reporting.

- 1.3. **Data:** The data collected in this release shall include student demographic, enrollment, exit/withdrawal data; USIs; LEA, School and SEA related data; and using enrollment data to create mobility reports.
- 1.4. **Functionality:** The Contractor shall deliver the functionality identified in the following sections of this RFP as permitted by the data gathered in this release: Data Migration (§ C.5.4, §L.1.9 & Appendix B), Data Transfer/Integration (§ C.5.12 & Appendix O), Data Warehouse (§ C.5.5, § L.1.11 & Appendix C), Decision Support Software (§ C.5.18 & Appendix S), End-User Emails/Communication Tool (§ C.5.6.4 & Appendix I), Enterprise Architecture (§ C.5.24.3) , Enrollment Reports (§ C.5.14 & Appendix Q), Federal and State Reporting (§ C.5.17 & Appendix R), SLIMS integration (§ C.5.15) to get necessary school and LEA data ((§ C.5.6.2 & Appendix E) eg. state codes, official names, National Center for Education Statistics (NCES) codes), Operations/Capacity (§ C.5.24.2), Portal (§ C.5.13 & Appendix P), USI integration (§ C.5.16), User Community (§ C.5.2 & Appendix A), System Age Parameters (§ C.5.7 & Appendix G), System Administration (§ C.5.24.1) and System Security & Security Plan (§ C.5.23 & Appendix T).
- 1.5. **Reporting:** This release shall use data elements in the data warehouse to generate reports associated with federal reporting. In addition, OSSE will identify specific reports to generate based on the data elements in the data warehouse.

## 2. Release 2: Direct Certification Module

- 2.1. **Delivery Date:** Seven (7) months after date of award.
- 2.2. **Description:** Automation to directly certify students that receive Temporary Assistance and Needy Families (TANF) and food stamps to receive free meals.
- 2.3. **Data:** The data collected in this release shall be gathering the data from the IMA file that is needed to directly certify students to receive free meals.

- 2.4. **Functionality:** The Contractor shall deliver the functionality identified in the following sections of this RFP as permitted by the data gathered in this release: Direct Certification for the U.S. Department of Agriculture (USDA) Free and Reduced Meal Program (§ C.5.8 & Appendix H).
- 2.5. **Reporting:** This release shall use data elements in the data warehouse to generate reports associated with Direct Certification. In addition, OSSE will identify specific reports to generate based on the data elements in the data warehouse.

3. **Release 3: 360° Student View Part 1**

- 3.1. **Delivery Date:** Eleven (11) months after date of award.
- 3.2. **Description:** This release will build upon the data that were captured in the previous release by providing student assessment and graduation data.
- 3.3. **Data:** The data collected in this release shall include assessment DC Comprehensive Assessment System (DC CAS) and graduation data.
- 3.4. **Functionality:** The Contractor shall deliver the functionality outlined in the following sections of this RFP: 360° Student View Part 1 & 2 for assessment/graduation data (§ C.5.6.5 & Appendix J) and Standardized Testing Results Reports (§ C.5.6.7 & Appendix L).
- 3.5. **Reporting:** This release shall provide reporting functionality that includes assessment and graduation data at the strand level and builds on previously released data. Reports must be linked to LEA and schools.

4. **Release 4: 360° Student View Part 2**

- 4.1. **Delivery Date:** Fifteen (15) months after date of award.
- 4.2. **Description:** This release will build upon previously captured student data to provide a more detailed data view of a student. Where desired data are not currently captured, LEAs must develop, with the guidance of OSSE, a way to capture the missing data elements.
- 4.3. **Data:** The data collected in this release shall include Student attendance, course, schedules, safety, discipline, grades and GPA.
- 4.4. **Functionality:** The Contractor shall deliver the functionality outlined in the following sections of this RFP: 360° Student View Part 1 & 2 (§ C.5.6.5 & Appendix J).

- 4.5. **Reporting:** This release shall provide the additional data to complete the 360° student data view and provide a detailed, well-rounded picture of public education students. It will link the data associated with this release to the data provided in previous releases via ad-hoc and standard reports.

5. **Release 5: Teacher and Staff Module:**

- 5.1. **Delivery Date:** Twenty –three (23) months after date of award.
- 5.2. **Description:** This release will gather teacher and staff data, with a primary focus on teacher data. A unique teacher/staff identifier will be created to track teachers and staff as they move through the education environment in the District of Columbia. Linkage between students and teachers will also be available in this release and Highly Qualified Teacher (HQT) status will be available by class, school and LEA. In addition, Praxis test scores and other teacher characteristics must be captured.
- 5.3. **Data:** The data collected in this release shall include unique teacher/staff identifier, teacher/staff demographic data, teacher/staff school and role, HQT status, Praxis test scores and teacher certifications. In addition, it shall link teacher and staff data to LEA, school, entrance and exit data.
- 5.4. **Functionality:** The Contractor shall deliver the functionality outlined in the Teacher and Staff Data (§ C.5.6.8 & Appendix M).
- 5.5. **Reporting:** This release shall provide reports that link teacher data to classes, courses, students, LEAs and schools to track performance and indicators related to student achievement and performance.

6. **Release 6: Early Childhood, College Enrollment, Adult Education**

- 6.1. **Delivery Date:** Thirty- two (32) months after date of award.
- 6.2. **Description:** This release will integrate USIs for early childhood and adult education students and link them to early child care providers and adult education provider data respectively. Capture early childcare provider data from providers that have computers and Internet access and allow for student learning analysis and effectiveness per provider. Additionally, adult education unique identifiers will be created and college enrollment, persistence, and electronic transcripts data will be available.

- 6.3. Data:** The data collected in this release shall include USIs for early childhood students, early childhood student/provider performance information, kindergarten readiness assessments, out-of-school time data, college enrollment and persistence data, electronic transcripts and adult education data.
- 6.4. Functionality:** The Contractor shall capture early childcare provider data, link early childcare students to early childcare providers for data analysis (§ C.5.9) and effectiveness, electronic transcripts for DC’s learners (refer to Electronic Transcripts, § C.5.11 & Appendix N), and provide college enrollment data analysis (§ C.5.10).
- 6.5. Reporting:** This release shall provide reports that link early childhood students to providers and track early childhood students through Post-secondary enrollment and performance.

#### **C.5.4 DATA MIGRATION**

The Contractor shall be responsible for the migration of all data from the interim data warehouse to the proposed solution as described in section L.1.9 and Appendix B - Data Migration.

#### **C.5.5 DATA WAREHOUSE**

- C.5.5.1** The Contractor is required to provide a COTS education data warehouse that contains the domains, sections, categories, data elements, entities, instances, and options defined in the USDEs Institute for Education Sciences NCES Handbooks Online (<http://nces.ed.gov/programs/handbook/toc.asp>). The SLED must have the ability to gather, cleanse, analyze, model and integrate diverse data determined relevant to the educational process.
- C.5.5.2** The Contractor shall provide a data warehouse solution to meet all the Districts requirements as described in section L.1.11 and Appendix C – Data Warehouse.

#### **C.5.6 PRESENTATION LAYER**

The presentation layer is the graphical user interface (GUI) that SLED users will use to access the data in the SLED. It is the set of screens that are viewed to review reports and other functionalities that the SLED users will use. The contractor shall provide the following elements as part of the presentation layer:

##### **C.5.6.1 STATE EDUCATION AGENCY (SEA) DATA**

The system shall provide screens that present SEA-collected data to users. The information supported must include NCES data elements pertaining to the specified Domain and Section. NCES structures their data dictionary in the following order: Domain (i.e. SEA), Section (i.e. Institution Identification), Category (i.e. Education Institution Information), Entity (i.e. SEA), and Element (i.e. Name of Institution). The

requirements are outlined to the Domain and Section level in Appendix D – SEA Data. All subsequent levels of the NCES data dictionary must also be included in the SLED.

#### **C.5.6.2 LOCAL EDUCATION AGENCY (LEA) DATA**

The system shall provide screens that present LEA collected information to users. The LEA information supported must include NCES data elements pertaining to the specified Domain and Section. NCES structures their data dictionary in the following order: Domain (i.e. LEA), Section (i.e. Institution Identification), Category (i.e. Education Institution Information), Entity (i.e. LEA), and Element (i.e. Name of Institution). The requirements are outlined to the Domain and Section level in Appendix E – LEA Data. All subsequent levels of the NCES data dictionary must be included in the SLED.

#### **C.5.6.3 SCHOOL DATA**

The system shall provide screens that present school collected data to users. The information supported must include NCES data elements pertaining to the specified Domain and Section. NCES structures their data dictionary in the following order: Domain (i.e. School), Section (i.e. Institution Identification), Category (i.e. Education Institution Information), Entity (i.e. School), and Element (i.e. Name of Institution). The requirements are outlined to the Domain and Section level in Appendix F – School Data. All subsequent levels of the NCES data dictionary must be included in the SLED.

#### **C.5.6.4 END-USER EMAILS/COMMUNICATION TOOL**

**C.5.6.4.1** As part of the presentation layer and the business process workflow, the system must include the end-user communications tool(s) outlined in Appendix I - End-User Emails/Communication Tools. The tool(s) must support the following methods of communication:

- a. Process Triggered Email
- b. User Administered Alerts and Emails

**C.5.6.4.2** Process triggered emails must be linked to appropriate steps within the workflow of the application(s). Examples of process triggered emails are processing completion notifications, file upload confirmations, and escalation/End-User help notifications. As part of the delivered solution, the Contractor must implement workflow-based communications into all applications that warrant such communication steps, as either determined by a pre-defined package or as part of the business process.

**C.5.6.4.3** User administered alerts and emails must be supported through an administration tool. The administration tools must allow authorized users to create, send/post and deactivate user alerts. The user alerts must be integrated into the look-and-feel of the system. User alerts also must be tied to user profiles and roles, so that only applicable users receive specific communications. The user alerts are targeted to handle communications such as system downtime and maintenance upgrades, reporting deadlines, and general messaging to broad user groups.

**C.5.6.5 360° STUDENT VIEW PART 1 & 2**

The Contractor shall provide an automated system to track students in the District of Columbia and all of their associated student level data. The presentation layer of the system shall provide screens that present collected data to users. The Contractor shall develop the data warehouse to have the student data identified in the NCES data elements pertaining to the specified Domain and Section. NCES structures their data dictionary in the following order: Domain (i.e. Student), Section (i.e. Personal Information), Category (i.e. Name), Entity (i.e. Student), and Element (i.e. First Name). The requirements are outlined to the Domain and Section level in Appendix J – 360° Student View Part 1 & 2. All subsequent levels of the NCES data dictionary must also be considered in the provided solution.

**C.5.6.6 CLASS DATA**

The presentation layer of the system shall provide screens that present class collected data to users. The information supported must include NCES data elements pertaining to the specified Domain and Section. NCES structures their data dictionary in the following order: Domain (i.e. Class), Section (i.e. Class Identification), Category (i.e. Class Information), Entity (i.e. Class/Section), and Element (i.e. Course Title). The requirements are outlined to the Domain and Section level in Appendix K –Class Data. All subsequent levels of the NCES data dictionary must also be considered in the provided solution.

**C.5.6.7 STANDARDIZED TESTING RESULTS REPORTING**

**C.5.6.7.1** The presentation layer of the system shall provide screens that highlight standardized testing results of the data to end-users. Standardized Testing Results must be provided in two main categories: summary reports and detailed reports.

**C.5.6.7.2** Additionally, the developed solution will need to provide administrative features to manage the various test types, types of questions and scoring results. The provided solution must discuss the tool set that will enable an OSSE administrator to manage the test data.

**C.5.6.7.3** The Contractor shall provide the requirements as outlined in Appendix L - Standardized Testing Results Reporting.

**C.5.6.8 TEACHER AND STAFF MODULE**

**C.5.6.8.1** The Contractor shall develop the Teacher and Staff Module by integrating teacher and staff associated data and integrating with the Unique Identifier Engine to capture unique identifiers for each teacher and staff member. The presentation layer of the system shall provide screens that present collected information stored in the data warehouse for teachers and staff. The information supported must include NCES data elements pertaining to the specified Domain and Section. NCES structures their data dictionary in the following order: Domain (i.e. Staff), Section (i.e. Personal Information), Category (i.e. Name), Entity (i.e. Staff Member), and Element (i.e. First Name). The following

requirements are outlined to the Domain and Section level. All subsequent levels of the NCES data dictionary must be considered in the provided solution.

**C.5.6.8.2** The Contractor's response must include the process for accomplishing this module, data elements provided and screen shots. In addition, the Contractor shall list what it needs from OSSE and by when in order for the Contractor to be successful.

**C.5.6.8.3** The Contractor shall provide the requirements as outlined in Appendix M - Teacher and Staff Module.

### **C.5.7 SYSTEM AGE PARAMETERS**

The Contractor shall provide the requirements as outlined in Appendix G - System Age Parameters.

### **C.5.8 DIRECT CERTIFICATION FOR THE USDA FREE AND REDUCED MEAL PROGRAM**

**C.5.8.1** The Contractor shall provide a solution that enables OSSE to automatically collect, via the SLED, student level data that is required for all schools enrolled in the National School Lunch Program as mandated by the Child Nutrition and WIC Reauthorization of 2004, <http://www.fns.usda.gov/tn/healthy/108-265.pdf>, from the SIS located at all public LEAs within the District of Columbia.

**C.5.8.2** The SLED 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 TANF. The SLED will retrieve the IMA file from an already established File Transfer Protocol (FTP) site.

**C.5.8.3** The matches must 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 running the report. The reports shall also show percentages of students who are categorically eligible. State reports shall be able 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.

**C.5.8.4** The Contractor shall provide the requirements as outlined in Appendix H - Direct Certification for the USDA Free and Reduced Meal Program.

### **C.5.9 EARLY CHILDCARE DATA ANALYSIS**

**C.5.9.1** OSSE's Office of Early Childhood Education (ECE) provides leadership and coordination to ensure all District children from birth to kindergarten have access to high quality early childhood development programs. The ECE works to develop an effective

early childhood education environment in DC by implementing high standards for programs and professionals, creating support to meet standards, adhering to rigorous accountability measures, engaging community stakeholders and securing strong financial support. In order to successfully achieve these program goals, OSSE is in the process of building an ECE management tool that compiles and manages program information.

- C.5.9.2** The Contractor is responsible for integrating the SLED with the ECE management tool to gather children’s demographic, enrollment, family, and achievement information and provider’s licensing, monitoring, service/program, demographic, and professional development information. The SLED public-facing web portal will be able to display vital provider information in a central web portal, so that parents and guardians can make educated decisions about their child’s early care service based on the quality of service at early childcare centers and the individual child’s needs. This information also will also be shared with a child’s publicly funded elementary school to provide a smooth transition and continuation of needed services. Furthermore, administrators and researchers will be able to identify risk factors at an early age, analyze program effectiveness across longitudinal data, and make program and early childcare improvements to advance children’s development and education.

#### **C.5.10 COLLEGE ENROLLMENT DATA ANALYSIS**

- C.5.10.1** Students throughout their academic careers take multiple national level tests and other achievement exams. These tests are administered by various organizations, both within and external to OSSE. Results across all of these various tests currently are not linked to the individual students within one central database. Frequently, the data are stored in individual Excel files or Access databases with multiple staff members, posing significant risks to data quality and continuity.
- C.5.10.2** The Contractor is responsible for compiling these various testing results in the SLED, linked to individual students through the Unique Student Identifier (USI), and to track this information longitudinally. In order to link and store this information, the Contractor should build a mechanism in the SLED to load and manage student-level College Readiness Testing results, including the PSAT, SAT, AP, and ACT tests. To maintain this information over time, administrative features will need to be created to manage the different test types, strand- and question-level information, and standard data formats for the files received for each test. The student-level data files for each test will be loaded and matched to students in the SLED. The matching process will utilize the existing USI match-merge algorithm and business process. When possible, OSSE will work with the College Board and ACT to provide USIs for the pre-population onto the test forms to facilitate the matching process.
- C.5.10.3** Student-level test outcomes, linked to DC CAS achievement test results, and course level achievement, will allow DC to perform analysis regarding post-secondary readiness, and identify achievement indicators for post-secondary entrance. Aggregate national testing results also would be loaded for the purpose of comparing DC Students to the national population. These achievement results and comparisons could be presented on the State and LEA report cards and foster data-driven decision-making against national level-data.

**C.5.10.4** The Contractor will also be responsible for integrating the University of the District of Columbia's (UDC) Banner student information system with the SLED. UDC is the only publicly funded university in the city. In 2008, 62 percent of all first-time UDC freshmen were graduates of District high schools. The integration will consist of demographic, enrollment, curricula, programs, grades and assessment test information. The SLED should allow for college enrollment data analysis that consists of the following:

1. Match student records between P - 12 and postsecondary education systems;
2. Collect student-level college readiness test scores;
3. Provide student-level transcript information, including information on courses completed and grades earned;
4. Provide a system that tracks college placement data (AccuPlacer at UDC); and
5. Collect college credit through Advanced Placement or International Baccalaureate credit.

**C.5.10.5** The integration also will help OSSE build a complete longitudinal picture of P-20 education in DC. Linking this data will allow OSSE to view longitudinal records to identify programs and curricula that lead to successful post-secondary experiences. Through the integration to SLED, OSSE and UDC staff will be able to better support students who may benefit from an opportunity to attend UDC, based on financial, achievement, pre-college programs, and other factors brought together by the SLED.

#### **C.5.11 ELECTRONIC TRANSCRIPTS**

**C.5.11.1** OSSE has identified a need to implement an Electronic Transcripts (e- Transcripts) module within the SLED system. The e-Transcripts module will enable a student's academic record to be shared across LEAs and to higher education institutions.

**C.5.11.2** The vendor must provide responses as to how the proposed solution will meet the requirements as outlined in Appendix N – Electronic Transcripts with supporting documentation and screen shots.

#### **C.5.12 DATA TRANSFER/INTEGRATION**

**C.5.12.1** The contractor shall develop and execute an integration strategy to collect the required elements from identified source systems per each release as outlined in Appendix O - Data Transfer/Integration. These systems may include, but not be limited to systems listed in District of Columbia Data Systems Environments (§ C.2).

**C.5.12.2** In support of data integration, the proposed solution must provide reporting measures against the data being uploaded or integrated into the data warehouse through Extract, Transport and Local (ETL) functionality or other data transfer measure such as School Interoperability Framework (SIF). These reports must provide audit level tracking on all data submitted to the system. Data transfer reports must contain record level reporting, as well as recently submitted data reports and data transfer search capabilities.

**C.5.12.3** Furthermore, the system must provide accountability and timeliness reporting. These reporting measures apply to any applications delivered as part of the total solution. The accountability reports must accompany any business processes, specifically for the transactional systems (§ C.2) required in this RFP. Additionally, data quality reports must be provided off of data from appropriate sources within the system architecture. These reports must be adjustable based on the data rules established by OSSE.

### **C.5.13 PORTAL**

**C.5.13.1** The District of Columbia Government has established a strong branding across its information technology resources. Any application that will be accessible to the public must adhere to these standards. As the information collected by and reported on through the SLED will be made widely available to members of the public, the developed solution must be able to meet these standards for all users.

**C.5.13.2** Additionally, the developed system must be able to integrate with existing information technology resources utilized by the District. This integration with other available resources will allow the District to leverage the technology in place, administer this and other systems in a centralized manner, and minimize the burden of the District for maintaining the needed technology for the SLED. The District expects that there are out-of-the-box reports canned reports.

**C.5.13.3** Keeping these factors in mind, the selected response must be able to meet the requirements as outlined in Appendix P - Portal.

**C.5.13.4** It is important to note that the District has an enterprise license for Sharepoint 2010. The Contractor will have access to this software to implement the requirements in this section if the Contractor chooses.

### **C.5.14 ENROLLMENT REPORTS**

OSSE has identified a specific need to display enrollment reports to users. Enrollment Reports must be provided in two main categories, summary reports and detailed reports. The Contractor shall demonstrate with screen shots how the Enrollment Reports requirements in Appendix Q – Enrollment Reports will be met.

### **C.5.15 SLIMS INTEGRATION**

School and LEA Information Management System (SLIMS) integration is required to pull necessary data elements from SLIMS into the SLED. SLIMS serves as the state repository for school and LEA directory information. SLIMS is currently an Access database and OSSE plans to convert it to a SQL database, likely prior to contract award. The integration of SLIMS data to the SLED should be reflected in SLED and various SLED reports. The Contractor shall include as part of its cost the integration of SLIMS with SLED for the following elements:

- a. State School Name
- b. LEA Name
- c. LEA ID

- d. School ID
- e. Boarding Status
- f. NCES ID
- g. Active/Inactive
- h. School Year
- i. School Effective Begin Date
- j. School Effective End Date
- k. Address
- l. School Contact Info (phone #, Email)
- m. School web address
- n. School Type
- o. Title I
- p. Title III
- q. Title X
- r. All school domain information
- s. Career and Technical Education Status
- t. School in Need of Improvement Status
- u. AYP Rating
- v. Magnet Status
- w. Special Education Related Data
- x. ETS/CEBE # (Educational Testing Service/College Entrance Examination Board)

#### **C.5.16 USI ENGINE INTEGRATION**

The Contractor shall integrate OSSE's USI engine with SLED. The USI engine assigns a unique 10-digit number to all district students and it never changes. To that end, the SLED must have the ability to pull this number from the USI engine and insert it into the data warehouse for all students that have been assigned USIs. The USI should never be altered, as it is unique and unchanging for each student in SLED.

#### **C.5.17 FEDERAL AND STATE REPORTING**

The Contractor shall provide standard reporting and export capabilities that meet federal and state reporting requirements included but not limited to reports listed in the table below. The Contractor response must include a list of all available federal reports, sub-reports (if applicable) and the data categories/data groups on each report. Additionally, the Contractor's response must provide information that addresses changes to federal reporting requirements over time and how those are developed and implemented, if the District desires such changes in the future. An example would be changes in EDFacts business rules or changes in Education Data Exchange Network (EDEN) file submission edit check rules. The Contractor's response shall contain a list and examples of all EDFacts, EDEN and Consolidated State Performance Reports (CSPR) reports that come out of the box as part of the solutions standard functionality. In addition, the response must clearly identify the reports that require custom development and address all the requirements as outlined in Appendix R - Federal and State Reporting.

### **C.5.18 DECISION SUPPORT SOFTWARE**

- C.5.18.1** The District has identified a need to utilize Decision Support Software to provide education data analysis and reporting capabilities. The Decision Support Software must provide a user-friendly set of reporting functionality for basic users as well as ad hoc reporting and querying tools for power users. In addition, it must provide a prepackaged set of federal reporting functionality that automates and streamlines state and federal reporting. Internal District resources, LEA administrators and approved education research analysts primarily will utilize the decision support software to understand complicated relationships in data, identify patterns in data, and perform additional statistical analysis to assess the effectiveness of education in DC schools.
- C.5.18.2** The Contractor shall provide evidence that the software proposed meets the requirements as outlined in Appendix S - Decision Support Software. The response must include a written response with screen shots that support the needed functionality of the Decision Support Software requirements. In addition, the response shall provide a list of all federal reports that come as part of the out-of-the-box solution.
- C.5.18.3** The Decision Support Software, while not envisioned to meet the portal requirements, may be proposed as a solution to meet the other front-end portal requirements (§ C.5.13 & Appendix P). If the Decision Support Software being proposed meets the Portal requirements the Contractor must provide detailed responses and screen shots addressing these requirements.
- C.5.18.4** It is important to note that the District has an enterprise license for Sharepoint 2010. The Contractor will have access to this software to implement the requirements in this section if the Contractor chooses.

### **C.5.19 PROJECT MANAGEMENT**

The Contractor is responsible for ensuring that all activities, objectives, and deliverables are achieved within budget and on schedule. The Contractor shall have a time-tested and well-engineered project management methodology that clearly demonstrates to the District that the Contractor can control the project and meet its obligations. See also section L.1.8 for instructions.

### **C.5.20 PROJECT DELIVERABLES**

The Contractor shall provide to the District all deliverables listed as part of this RFP, see section F.3. If the Contractor has any additional documents as part of its project management plan, this must be provided per this section. Upon the start of the project the Contracts Administrator (CA) will work with the Contractor to finalize the set of deliverables to be produced and approved and become the official Project Management Plan. The Contractor is expected to continuously monitor the status of the deliverables throughout the project and include in the weekly status reports or as requested by the District. All deliverables shall be subject to an agreed upon acceptance and change control process and are subject to approval by the CA.

### **C.5.21 QUALITY ASSURANCE (QA) PLAN**

**C.5.21.1** The Contractor shall demonstrate the quality assurance and control mechanisms that will be used to make this project successful. The Contractor shall provide a plan that defines the overall objectives, strategy, and process for ensuring the project achieves its goals and objectives, and at the agreed to levels of completeness, accuracy and performance. The Contractor shall provide a completed Quality Assurance Plan to address quality. The Contractor may provide additional QA methods and shall provide evaluation items applicable to its approach identifying clear objectives, performance standards, acceptable quality levels, and methods.

**C.5.21.2** The Contractor shall address quality assurance management by describing the Contractor's quality methodology and how quality assurance activities will be aligned with the Contractor's deliverables and how these activities will be managed and conducted. Additionally, the Contractor shall address the process for coordinating and communicating quality matters with the District.

**C.5.21.3** In alignment with quality assurance, the Contractor shall:

- a. Conduct internal system tests of each component of the solution to evaluate the solution's performance and compliance with the requirements;
- b. Document the results of the internal system test and make recommendations to changes to the components of the solution, configuration or business processes to the District;
- c. Modify software and/or processes as needed to accommodate the internal system test results;
- d. Conduct external system tests of each product with a representative sample of District users via User Acceptance Tests;
- e. Collect feedback and analyze the product's performance with regard to accuracy, speed, and volume;
- f. Document and share the results with the OSSE;
- g. Modify software as needed to resolve deficiencies and make improvements discovered during various testing phases (Unit Test, System Test, UAT, etc.); and
- h. Modify the system and user documentation as needed.

### **C.5.22 TEST PLAN AND PROCEDURES**

The Contractor shall provide a comprehensive Test Plan for each phase/release to ensure that all components developed for or integrated into the solution meet the requirements that will be finalized during the requirement phases of the project. At a minimum, the overall Test Plan and testing procedures must include:

REQUIREMENT NUMBER	DESIGNATION R = REQUIRED OR D = DESIRABLE	CATEGORY	REQUIREMENT The Contractor Shall:
T-1	R	Test Manager	Provide a test manager who will be responsible for ensuring the test requirements are fulfilled 100%.
T-2	R	Test Methodology-Proposal	Describe in the proposal the overall guidelines, procedures and methodology used to conduct testing and ensure its quality.
T-3	R	Unit Testing	Conduct Unit Testing, which ensures that each developed component has been built per specifications and focuses on removing any defects prior to system testing.
T-4	R	Unit Testing	Allow for a code review by the District for best practices.
T-5	R	System Testing	Conduct system testing by testing the system as a whole against the system test specifications to ensure all components work together properly and that all interfaces with other systems are functioning.
T-6	R	Stress/Load Testing	Perform stress/load testing by conducting performance tests on the system by identifying peak usage within units of work and stressing system components to peak capacity.
T-7	R	Stress/Load Testing	Stress/Load Test the SLED to include strategies for monitoring and resolving performance issues.
T-8	R	Stress/Load Testing	Ensure that the stress/load test results demonstrate that the application will support the required number of concurrent users that will be defined during the requirements gathering phase.
T-9	R	Security Testing	Test the system to ensure that all defined role-based user profiles have access to data and processes and perform functionality as per specifications.
T-10	R	Security Testing	Ensure that security requirements outlined within Federal Educational Rights and Privacy Act (FERPA) are followed.
T-11	R	Testing Tools	Use District Government provided testing tools: Mercury Quality Center, Mercury Quick Test Pro and HP LoadRunner.
T-12	R	Testing Tools	Enter the test plans, test scripts (manual and automated), test scenarios and log all defects in Mercury's Quality Center.
T-13	R	Testing Tools	Provide testers that are proficient with Mercury's Quality Center suite and HP LoadRunner.
T-14	R	Testing Process	Allow for OSSE to request certain types of test cases and/or transactions to be included in the test procedures.

REQUIREMENT NUMBER	DESIGNATION R = REQUIRED OR D = DESIRABLE	CATEGORY	REQUIREMENT The Contractor Shall:
T-15	R	Testing Process	Allow District personnel to assist in the development of test cases and will resolve questions regarding requirements, policies and procedures as required.
T-16	R	Defect Tracking	Ensure that all components developed within the scope of this project do not have excessive design and coding errors and omissions.
T-17	R	Defect Tracking	Ensure that all business requirements must be operational without defects prior to moving to production.
T-18	R	Proposal	Incorporate in the proposal the total number of concurrent users the system being provided will support.
T-19	R	UAT	Incorporate a formal UAT process, to be approved by OSSE, which will allow users to test the system prior to any production release.
T-20	R	UAT	Ensure that UAT is performed against user acceptance test specifications defined during the design stage.
T-21	R	UAT-Proposal	Describe the UAT plan and approach that will be used for end user acceptance testing (UAT) and user signoff in the proposal. Include in your description suggested methods for soliciting on-going feedback from stakeholder groups throughout all phases of the project.
T-22	R	UAT	The UAT Plan must be approved by the District.
T-23	R	Test Tracking	Allow logging of test cases, testing results, issues, and their resolutions to be provided on a regular basis to OSSE.
T-24	R	Acceptance Criteria	Develop criteria, to be approved by the District, which will allow a component or an application to be moved from one testing stage to the next.
T-25	R	Test Data	Be responsible for generating any needed test data to the OSSE.
T-26	R	Test Data	Be responsible for writing unit test specifications, system test specifications, test case scenarios, and any required test scripts for performing stress/load testing or other testing.
T-27	R	Test Data	Be responsible for testing the system to meet all of the items described in Test Plan and Procedures (§ C.5.22).

REQUIREMENT NUMBER	DESIGNATION R = REQUIRED OR D = DESIRABLE	CATEGORY	REQUIREMENT The Contractor Shall:
T-28	R	Test Data	Provide all documents to the CA, OSSE SLED Program Manager, OSSE SLED Project Manager or other designated OSSE SLED project team members for review and approval prior to implementing.
T-29	R	Test Cases	Provide test case descriptions to include the expected results of each test.
T-30	R	Test Cases	Provide actual test results for all test activities throughout the testing phases.
T-31	R	Test Cases	Document detailed test cases traced to all requirements included in this Request for Proposal and any subsequent requirements agreed upon by the Contractor and the District.
T-32	R	Test Plan	Submit test plans that include details that describe the approach for the initial test period, pilot test period, and the final acceptance test.

**C.5.23 SYSTEM SECURITY & SECURITY PLAN**

**C.5.23.1** The Contractor shall submit a security plan that describes existing and planned controls that will be implemented to ensure the confidentiality, integrity, and availability of information and systems supporting the project task. The Security Plan shall provide an overview of the security requirements for all components in the proposal and describe the existing or planned controls (management, operational, and technical) for meeting those requirements. The plan shall describe the relevant systems, identify risks, and delineate responsibilities and expected behavior of individuals who access the systems.

**C.5.23.2** The Contractor shall ensure that the information in the SLED is protected against unauthorized disclosure, transfer, modification, or destruction, whether accidental or intentional. The CA reserves the right to have a third-party conduct a security audit of the SLED to determine compliance with current District security standards and industry-recognized best practices. The Contractor shall ensure that the security components included in Appendix T – System Security & Security Plan are addressed in the proposal.

**C.5.24 TECHNICAL**

**C.5.24.1 System Administration**

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

- a. To enter and change security access and rights for any and all system users, in a quick and efficient manner
- b. To conform to Lightweight Directory Access Protocol (LDAP) user,

- c. 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.5.24.2 Operations/Capacity**

The Contractor shall provide a system that has the capacity and scalability to perform the requirements listed in Appendix U - Operations/Capacity.

**C.5.24.3 Enterprise Architecture**

The SLED will be hosted in the District's data center and it shall conform to the hardware, software, operating system and database requirements listed below. In addition, upgrade information is also provided for maintenance purposes. The District will provide limited implementation assistance, appropriate technical information, and scheduling assistance, as required to meet the project's timeline.

The following are the enterprise architecture requirements (see also §L.1.12):

**1. Hardware Requirements**

The following are the hardware requirements for the District data center:

- a. Standard Dell hardware only;
- b. EOL equipment – hardware with no current maintenance or warranty will not be allowed to be stood up in the Data Center;
- c. The application shall be able to be in a VMware environment. If the Contractors' solution cannot be in a VMware environment then a detailed justification shall be provided in the response;
- d. Any other hardware platform is unlikely to be permitted; and
- e. Database servers with either SQL cluster or Oracle Grid on the UCP.

**2. Software Requirements**

The following requirements must be met:

- a. .NET is supported; and
- b. ColdFusion is not supported.

**3. Operating Systems**

Only the following operating systems are supported:

- a. Windows Server 2008; and
- b. Linux – Enterprise Redhat/Oracle Linux.

**4. Databases**

The following are the databases that are supported in the District data centers:

- a. SQL 2005/2008; and
- b. Oracle 10g and 11g.

The database server application shall be able to leverage a database cluster/Grid. The District does not support Db2, Sybase or Informix.

**5. High Availability and Failover**

The District wants high availability for SLED that has fail over capabilities amongst its data centers. The SLED shall be able to leverage failover capabilities of a GTM/LTM F5 load balancer between data centers. The architecture shall be able to support Active/Passive availability, at a minimum.

**6. Upgrades**

The following upgrade information is provided:

- a. Operating System upgrades shall be initiated by the Contractor by informing the District. Upon project initiation this process can be finalized;
- b. The District schedules patching of the operating systems on all servers to occur once a month; and
- c. The patches for application servers have to be tested and verified by the District prior to installation on the production system.

**C.5.25 TRANSITION, SUPPORT & TRAINING SERVICES**

**C.5.25.1** The Contractor shall prepare OSSE’s staff with the ability to maintain and further develop the system after completion of the project. The Contractor shall provide examples of documentation and level of detail that will be provided to the District to maintain the hardware and software for upgrades and future system enhancements. The Contractor shall provide upgrades and enhancements, patches.

**C.5.25.2** The Contractor shall describe how it stays abreast of FERPA and ED Facts changes and how it will keep the SLED updated accordingly.

**C.5.25.3** OSSE’s staff must be productively utilized for knowledge transfer to ensure the District is prepared to support, maintain and further develop the system upon project completion. The District will plan, manage and execute all change management and training initiatives for the District’s user community. The Contractor and the District shall work together to align these activities with the Contractor’s project schedule. The District has a help desk that will serve as a Tier 1 support to assist users. OSSE will also provide Tier 2 level support. However, the District expects the Contractor to provide Tier 3 support as needed. The Contractor shall work with OSSE and provide knowledge transfer of all issue resolution as to make the District self-sufficient upon project completion. The Contractor’s shall accomplish the following requirements each Release (1, 2, ...6):

1. Train both users and administrators on each Release once it is fully accepted by the District and support District trainers;
2. Create documentation by the completion of each phase of the project to support the District;
3. Expedite knowledge transfer to District resources;
4. Provide Tier 3 support with root cause analysis report to include resolution details, completion time and date within three (3) business days after issue identification;

5. Ensure the District is prepared to support, maintain and further develop the system upon project completion;
6. Demonstrate how the requirements in the following table will be achieved; and
7. Provide examples of documentation that will be used and any additional methods and techniques to ensure the District staff is properly trained to support and maintain the system.

REQUIREMENT NUMBER	DESIGNATION	CATEGORY	REQUIREMENT
	R = REQUIRED OR D = DESIRABLE		The Contractor Shall:
TST-1	R	Training	Provide mentoring specifically for the staff that will have operational and maintenance responsibility for the system.
TST-2	R	Training	Support the entire mentoring process for the District staff assigned to the project.
TST-3	R	Training	Provide regular technical knowledge transfer in a mentoring situation with the District and designated staff is mandatory.
TST-4	R	Training	Provide regular technical knowledge transfer in a mentoring situation with the District and designated staff.
TST-5	R	Training	Integrate District resources with the Contractor staff during system and infrastructure development and documentation to ensure that District resources thoroughly understand how the system was developed, why it was designed in the manner it was designed, and ultimately provide the District resources the abilities and skills needed to maintain and further develop the system.
TST-6	R	Documentation	Ensure that all development work will be fully supported by industry standard software/application Documentation.
TST-7	R	Documentation	Deliver all documents in Microsoft Word or another commercial off-the-shelf application that has been approved by the District.
TST-8	R	Documentation	Provide a Technical User Manual that is a description of the system functions, application procedures, and error troubleshooting guides including contingencies and/or alternative modes of operations (backup plan).

REQUIREMENT NUMBER	DESIGNATION R = REQUIRED OR D = DESIRABLE	CATEGORY	REQUIREMENT  The Contractor Shall:
TST-9	R	Documentation	Provide a System Maintenance Manual that is a description of system maintenance procedures, critical internal/external interfaces, regression testing guidelines, review of cross platform prescribed hardware/ software and network architecture, and key application and operational technical support contact list.
TST-10	R	Documentation	Provide a System Operation Manual that is a description of system administration procedures, program executables, prescribed hardware/software requirements, installation procedures, backup and recovery procedures, archival and restoration procedures, and contingency procedures.
TST-11	R	Documentation	Provide a System Standards Manual that is a description of the standards used to develop the application such as coding methodology, data dictionary, naming conventions and other similar items.
TST-12	R	Documentation	Provide other documentation that the Contractor deems to be necessary to assist with knowledge transfer and operational support.
TST-13	R	Documentation	Develop and maintain all systems documentation so that it is up to date and accurate.
TST-14	R	Documentation	Be responsible for updating all operational documentation at conclusion of each phase/release.
TST-15	R	Documentation	Provide appropriate documentation for all Train-the-Trainer classes.
TST-16	R	Documentation	Allow the District to modify all documentation as needed to support the training efforts.
TST-17	R	Documentation	Write the documentation in a format that is easily comprehended by the intended audiences.
TST-18	R	Documentation	Agree that all documents must be reviewed and approved by the District.
TST-19	R	Documentation	Ensure that all documentation is sufficient to ensure that the LEA and OSSE users can independently and effectively operate and manage the processes or software.
TST-20	R	Knowledge Transfer	Provide information and knowledge transfer to any existing and new supplemental Contractor resources currently in place in support of the District.

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REQUIREMENT NUMBER	DESIGNATION	CATEGORY	REQUIREMENT
	R = REQUIRED OR D = DESIRABLE		The Contractor Shall:
TST-21	R	Knowledge Transfer	Provide a Knowledge Transfer Assessment report to the District Project Manager at the conclusion of each phase/release.
TST-22	R	Knowledge Transfer	At a minimum, be required to assess the knowledge transfer to the District staff at the end of each phase/release of the project.
TST-23	R	Operational Support	Provide sufficient technical assistance through project completion that will ensure that the LEAs and/or OSSE can independently and effectively operate and manage the processes and/or software.
TST-24	R	Operational Support	Report on the progress of resolving the technical issues when they arise.
TST-25	R	Operational Support	Make changes to the component(s) as required, if bugs, defects, or substantial deficiency are discovered.
TST-26	R	Operational Support	Support District technical resources who will act as the point of contact for end users to resolve system/server level performance or access issues.
TST-27	R	Training	Provide Train-the-Trainer classes to enable OSSE to train all users on how to use the system.
TST-28	R	Training	Provide Train-the-Trainer classes to enable the District to maintain the system.
TST-29	D	Online Help	Provide 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 the District.
TST-30	R	Operational Support	Provide Tier 3 support to support the OSSE Help Desk when needed.
TST-31	R	Operational Support	Update support documentation with resolutions to issues that were not previously in the documents.
TST-32	R	Training	Provide separate train-the-trainer and system administration training classes to a maximum of 10 personnel per training class.
TST-32	R	Training	Provide detailed system administration, train-the-trainer and end user training manuals.

REQUIREMENT NUMBER	DESIGNATION R = REQUIRED OR D = DESIRABLE	CATEGORY	REQUIREMENT The Contractor Shall:
TST-33	R	Training	The system administration, train-the-trainer and end user training manuals shall be provided in two (2) copies for each training type: 1. Electronic Copy in editable Microsoft Office software. 2. Hard copy
TST-34	R	Training	Provide all training materials within five business (5) days after the completion of each release for OSSE review and approval.
TST-35	R	Training	OSSE must approve all training curricula and materials prior to delivery to OSSE.
TST-36	R	Training	Set up training environment on District Government servers with all training data.
TST-37	R	Training	All training classes shall be conducted via onsite instructor led formats at DC Government facilities.
TST-38	R	Operational Support	Provide an escalation matrix identifying contact personnel, contact information and issue type for the responsible person.
TST-39	R	Operational Support	Provide Service Level Agreement (SLA) that will be used for the operation support after each release.

**C.5.26 MAINTENANCE/SUPPORT AND UPGRADES**

During the option periods, the Contractor shall continue to provide Tier 3 technical support as well as with a root cause analysis report provided to the CA which will include resolution details, completion time and date within three (3) business days after issue identification. The Contractor shall describe in detail how the Contractor will support the District after project completion to manage enhancements and provide upgrades to the SLED system, including but not limited to: new reports, updated database tables, new FERPA/NCES/EDFacts/EDEN regulations or mandates, etc.

**C.5.26.1 License Renewal**

The contractor shall list all licensing costs required to maintain the system and the subsequent cost for each.

**C.5.27 OPTIONAL SERVICES**

The Contractor shall provide optional pricing for System Administrator and Train-the-Trainer training courses based on the following:

- C.5.27.1** Provide separate train-the-trainer and system administrator training classes to a maximum of 10 personnel per training class.

- C.5.27.2** All training classes shall be conducted via onsite instructor led formats at DC Government facilities.
- C.5.27.3** Set up a training environment on District Government servers with all training data.
- C.5.23.4** Provide detailed system administrator, train-the-trainer and end user training manuals.
- C.5.27.5** The system administration, train-the-trainer and end user training manuals shall be provided in two (2) copies for each training type:
  - 1. Electronic Copy in editable Microsoft Office software.
  - 2. Hard copy

**SECTION D: PACKAGING AND MARKING**

- D.1** The packaging and marking requirements for this 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. (Attachment J.1)

**SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number five (5), Inspection of Supplies and/or [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. (Attachment J.1)

**SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of **three (3) years** from date of award specified on the cover page of this 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 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 this option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option period shall be as specified in the section B.3 of 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 Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the CA identified in section G.9 in accordance with the following:

<b>Contract Line Item No. (CLIN)</b>	<b>Delivery Item</b>	<b>Delivery Date (by or before)</b>
0001	Release 1: Data Warehouse	4 months after date of award
0002	Release 2: Direct Certification	7 months after date of award
0003	Release 3: 360° Student View Part 1	11 months after date of award
0004	Release 4: 360° Student View Part 2	15 months after date of award
0005	Release 5: Teacher and Staff Module	23 months after date of award
0006	Release 6: Early Childhood, College Enrollment, Adult Education	32 months after date of award

**F.3.1 PROJECT DELIVERABLES**

In delivering the solution, the Contractor shall, at a minimum, produce the deliverables identified in the table below.

REQUIREMENT NUMBER	DESIGNATION R = REQUIRED OR D = DESIRABLE	Deliverable	Delivery Date	Deliverable Description
PMD-1	R	Architecture Design Document	30 Calendar Days after Contract Award	Specify and document enterprise-wide data architecture identifying all data items to be included in the SLED.
PMD-2	R	Budget Control Plan	10 Calendar Days after Contract Award	The Contractor must provide a detailed budget control plan that describes the Contractor's internal processes and procedures to track and monitor project expenditures against the project budget. The Contractor shall also describe the communication mechanisms and reports that will be provided to the District to ensure that the proper budget controls are in place and are being monitored and tracked effectively.
PMD-3	R	Business Process Documentation	Each Release Phase	For current state and recommendations future state to minimize duplicate data collection and maintenance.
PMD-5	R	Change Request Report	Throughout Project As Needed	Provide a list of change requests, along with their disposition, impact assessment, approval status, and implementation status on bi-weekly or as requested basis.  The Contractor must submit to the District a plan to identify the process for tracking changes to project deliverables and the resulting impact of incorporating the changes into the project plan including scope, timeline, work products, resources and cost. During the course of this effort, the Contractor or District may identify issues that require a change to the project plan, scope, schedule and/or work products to be created from this project. Changes of this nature will require completion of a Change Request Form. This Change Request Form must be developed by the Contractor and submitted to the District for approval. All change requests must be logged, analyzed, estimated for resources, time and cost and then prioritized by the District. The Contractor is responsible for updating all documents to reflect the new/modified requirements.
PMD-6	R	Data Management Plan	30 Calendar Days after Contract Award	Provide a plan that includes, but is not limited to, archiving strategy, and process to ensure data integrity and accuracy.
PMD-7	R	Data Migration Plan	For Phase 1 in accordance with (§ L.1.9)	Provide a plan that details tasks involved with transferring data from the development to test and test to production environments.

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REQUIREMENT NUMBER	DESIGNATION R = REQUIRED OR D = DESIRABLE	Deliverable	Delivery Date	Deliverable Description
PMD-8	R	Detailed Data Model	Each Release Phase	Provide a detailed data model accommodating data and reports in areas of Elementary and Secondary Education Act (ESEA) of 1965, SIS, Assessment, etc. for each phase of the project.
PMD-9	R	Detailed Design Document	Each Release Phase	The Detailed Design document describes “how” the requirements are to be fulfilled. This is a detailed document that addresses the treatment of all aspects of the solution to be provided from both business and technology perspectives.
PMD-10	R	Document Management Plan	10 Calendar Days after Award	The Contractor shall provide a Document Management Plan that describes how the Contractor will manage project documentation throughout the life cycle of the project. The Contractor’s plan must include utilizing the District’s SharePoint portal technology to manage all documents associated with this project. The Contractor’s document management plan must clearly state that all project documents are the property of the District and will be stored in the District’s provided MS SharePoint during the project and after the project has been completed.
PMD-11	R	Final Report	End of Each Phased Release	At the completion of each major production release, the Contractor must prepare a final report. The report must include: <ul style="list-style-type: none"> <li>a. Summary of the work completed;</li> <li>b. Assessment of the approach and technology used in the completed phase or deliverable and recommend improvements;</li> <li>c. Recap problems encountered and lessons learned that might be used to improve performance of subsequent tasks; and</li> </ul> Recommend procedural and organizational changes to improve business processes impacted by this phase or deliverable.

REQUIREMENT NUMBER	DESIGNATION R = REQUIRED OR D = DESIRABLE	Deliverable	Delivery Date	Deliverable Description
PMD-12	R	Issue Report	Weekly Status Meetings	<p>Provide an Issue Report for issues relating to any aspect of the project (from requirements through implementation) as well as any other items that impact the project.</p> <p>The issues report must include:</p> <ul style="list-style-type: none"> <li>a. Description of the issue;</li> <li>b. Resource assigned to resolve the issue;</li> <li>c. Categorization of the issue (such as technical, procurement, resources, training or communications, etc.);</li> <li>d. Analysis of the causes of the problem;</li> <li>e. Proposed solution;</li> <li>f. Cost impact; and</li> <li>g. Assessment of its impact on the schedule and completed work products and services.</li> </ul> <p>This report must be provided on a weekly and as needed basis.</p>
PMD-13	R	Quality Assurance Plan	10 Calendar Days after Contract Award	<p>Provide a plan that defines the overall objectives, strategy, and process for ensuring the project achieves what it set out to achieve, and at the agreed to levels of completeness, accuracy and performance.</p> <p>Refer to “Quality Assurance” (§ C.5.21) for more details.</p>
PMD-14	R	Requirements List	Each Release Phase	<p>The Requirements List describes “what” the solution must do, and contains the actual, specific, individually identifiable requirements for the solution. The deliverable(s) shall reflect both functional and technical requirements.</p>

REQUIREMENT NUMBER	DESIGNATION R = REQUIRED OR D = DESIRABLE	Deliverable	Delivery Date	Deliverable Description
PMD-15	R	Risk Management Report	Weekly Status Meetings	<p>Provide a risk identification report for risks relating to any component of the project (from requirements through implementation) as well as any other items that impact the project. For definition purposes, a risk is a potential problem; an issue is a current problem.</p> <p>The risk section of the report must include:</p> <ul style="list-style-type: none"> <li>a. Description of the risk;</li> <li>b. Categorization of the risk (such as technical, procurement, training or communications);</li> <li>c. Analysis of the causes of the risk; and</li> <li>d. Several mitigation approaches and associated consequences.</li> </ul>
PMD-16	R	Scope Document	Each Release Phase	<p>Provide scope document that clearly and fully describes the solution’s product deliverables. The document should also contain a high-level scope statement that describes the scope of the project and high-level graphical representation of the solution.</p>
PMD-17	R	Status Reports	Weekly Basis	<p>The Contractor shall provide status reports on a weekly or as needed basis to the District to be jointly reviewed in weekly status meetings. These status meetings will review progress toward milestones and deliverables as defined in the baseline project plan and associated project schedule. 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 status reports shall include, but not be limited to risks, issues, milestones, project schedule updates and current project activities. The weekly status reports must be aligned with the Project Plan and project schedule that was approved by the District.</p>
PMD-18	R	Test Cases	Each Release Phase	<p>Provide detailed scenarios that must be tested along with their priority, pass/fail criteria, input/output specifications, and actual pass/fail results</p>

REQUIREMENT NUMBER	DESIGNATION R = REQUIRED OR D = DESIRABLE	Deliverable	Delivery Date	Deliverable Description
PMD-19	R	Status Reports	Weekly Basis	The Contractor shall provide status reports on a weekly or as needed basis to the District to be jointly reviewed in weekly status meetings. These status meetings will review progress toward milestones and deliverables as defined in the baseline project plan and associated project schedule. 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 status reports shall include, but not be limited to risks, issues, milestones, project schedule updates and current project activities. The weekly status reports must be aligned with the Project Plan and project schedule that was approved by the District.
PMD-20	R	Test Cases	Each Release Phase	Provide detailed scenarios that must be tested along with their priority, pass/fail criteria, input/output specifications, and actual pass/fail results.
PMD-21	R	Test Plan	Each Release Phase	Provide a test plan for each project release that includes the following at a minimum: system testing, functional/technical requirements testing, performance testing, user interface, and user acceptance testing by the District.
PMD-22	R	Training Plan	Each Release Phase	Provide a training plan for each project phase/release. The Contractor shall describe the most appropriate way to provide training to key District staff, stakeholders and users. The training plan shall include at a minimum, the strategy and methods for carrying out the training, how and where training will be delivered, who will be responsible for overseeing and coordinating the training effort, equipment required, and the logistics involved in setting up the SLED in preparation for training.

REQUIREMENT NUMBER	DESIGNATION R = REQUIRED OR D = DESIRABLE	Deliverable	Delivery Date	Deliverable Description
PMD-23	R	WBS Project Schedule (§ L.1.5)	Each Release Phase	<p>Develop a WBS Project Schedule for each phase/release to include all Contractor and District tasks. The WBS Project Schedule shall include a hierarchical breakdown of the solution components and activities. The WBS will be developed until there is an agreed upon level of accuracy and completeness for project tasks, resources loaded and leveled and dependencies established.</p> <p>The WBS project schedule must be updated with the current state of work that is completed and in progress.</p> <p>The Contractor's Project Manager shall continually update the project plan throughout the project and provide updated versions of the project plan to the District during the weekly status meetings and/or as requested by the District.</p>

**F.3.2** The Contractor shall submit to the District, as a deliverable, the report described in section H.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

**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 supplies delivered and accepted or 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 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit proper invoices based on completion and acceptance of project milestones (Release 1, Release 2, etc.). Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the CA specified in section G.9 below. The address of the CFO is:

Office of the State Superintendent of Education  
Accounts Payable  
441 4<sup>th</sup> Street, NW, Suite 350N  
Washington, DC 20001  
202-727-6436

**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 and invoice date (date invoices as of the date of mailing or transmittal);

**G.2.2.2** Contract number and invoice number;

**G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered 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.5.5.

**G.3.2** No final payment shall be made to the Contractor until the agency 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 PAYMENT**

**G.4.1** Unless otherwise specified in this contract, payment will be made on deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:  
Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule.
- c) Presentation of a properly executed invoice.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, 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 seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this 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 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.6.3 Subcontract requirements**

**G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

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

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Contracting Officer  
IT Commodity Manager  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Suite 971N  
Washington, Dc 20001  
202-727-0252

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

**G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.2** 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 CO.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will 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 CONTRACT ADMINISTRATOR (CA)**

**G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

**G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

**G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;

- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.9.2** The address and telephone number of the CA is:

Statewide Longitudinal Education Data (SLED) System  
Program Director  
810 First Street, NE, 9<sup>th</sup> Floor  
Washington, DC 20002  
202-727-6436

**G.9.3** The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

**G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; 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.

## **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 Department of Employment Services ("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 No. 05-2103, dated June 2, 2009, 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.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO 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 CO 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**

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 CA who will provide the request to the Freedom of Information Act (FOIA) Officer for the agency with programmatic

responsibility in accordance with the D.C. FOIA. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. 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.4) 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 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> of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify 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 CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO 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 CO may waive the provisions of section H.5.4 if the CO 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 CO 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 CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

**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 CO 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 this contract any decision of the CO pursuant to this section H.5.8.

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

**H.6 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 programs and activities. See 29 U.S.C. § 794 *et seq.*

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

During the performance of this 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 WAY TO WORK AMENDMENT ACT OF 2006**

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 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.8.2** 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.8.3** 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.8.4** The DOES 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.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 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.8.6** 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.8.7** 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.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (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;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (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;

- (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;
- (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;
- (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;
- (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));
- (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
- (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.8.9** 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.9 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

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 CO at least thirty (30) 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 obtain written approval of the CO for any proposed substitution of key personnel.

## **H.10 SUBCONTRACTING REQUIREMENTS**

### **H.10.1 Mandatory Subcontracting Requirements**

**H.10.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

**H.10.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.10.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

**H.10.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.10.1.1 and H.10.1.2.

**H.10.2 Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.10.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

**H.10.2.1** A description of the goods and services to be provided by small business enterprises (SBEs) or, if insufficient qualified SBEs are available, by any certified business enterprises;

**H.10.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

**H.10.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

**H.10.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

**H.10.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

**H.10.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

**H.10.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

- H.10.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.10.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

**H.10.3 Subcontracting Plan Compliance Reporting.**

If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- H.10.3.1** The dollar amount of the contract or procurement;
- H.10.3.2** A brief description of the goods procured or the services contracted for;
- H.10.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.10.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.10.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.10.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.10.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

**H.10.4 Enforcement and Penalties for Breach of Subcontracting Plan**

- H.10.4.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.10.4.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.10.4.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to 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 certified business enterprises, whichever is greater, for each such breach.

## **H.11 DISTRICT RESPONSIBILITIES**

The contractor's proposal must clearly list by release all assumptions and needs prior to the initiation of each phase. In addition, the contractor must provide the timeframe, in accordance with the proposed project schedule, when the contractor needs certain decisions/deliverables to be provided.

OSSE will maintain responsibility for the following:

1. Providing project direction, scope, and goals;
2. Providing project oversight to ensure the project is meeting the goals, schedules, deliverables and that District tasks are completed as needed, coupled with risk and issues management in collaboration with the Contractor;
3. Developing Business Requirements for each release that will be provided via Functional Requirement Documents;
4. Coordinating with the Contractor to ensure milestones are met;
5. Developing and implementing any necessary Change Management plans;
6. Participating in the UAT; and
7. Identify and document the source and location of all required data elements for each phase.

## **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. 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 PRE-AWARD APPROVAL**

In accordance with D.C. Official Code §2-301.05a and §1-204.51(c), the Council of the District of Columbia must approve an award of any contract that has term extending beyond twelve (12) months.

### **I.4 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

### **I.5 CONFIDENTIALITY OF INFORMATION**

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

### **I.6 TIME**

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

## **I.7 RIGHTS IN DATA**

- I.7.1** “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.7.2** 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.7.3** 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.7.4** 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.7.5** 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.7.6** 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.7.6.1** 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.7.6.2** 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.7.6.3** 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.7.7** The restricted rights set forth in section I.7.6 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.7.8** In addition to the rights granted in section I.7.6 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.7.6 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.7.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.7, 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.7.10** For all computer software furnished to the District with the rights specified in section I.6.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in section I.7.5. For all computer software furnished to the District with the restricted rights specified in section I.7.6, 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 should 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.7.11** 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.7.12** 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.7.13** Paragraphs I.7.6, I.7.7, I.7.8, I.7.11 and I.7.12 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.8 LIQUIDATED DAMAGES – SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT**

**1.8.1** If the Contractor fails to provide the deliverables within the time specified in section F.3, the Contractor shall pay to the District liquidated damages of \$635.00 per hour per day of delay.

**1.8.2** If the District terminated this contract in whole or in part under the Default clause, the Contractor is liable for liquidated damages accruing until the District reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the provisions of this clause.

**1.8.3** The Contractor will not be charges with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default clause.

## **1.9 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.10 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 CO. 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.11 INSURANCE**

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.
1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Contracting Officer  
IT Commodity Manager  
441 4<sup>th</sup> Street, NW, Suite 700S  
Washington, DC 20001  
202-727-0252

H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

**I.12 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 Information Report are incorporated herein as section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

**I.13 ORDER OF PRECEDENCE**

The contract awarded as a result of this RFP will contain the following clause:

**ORDER OF PRECEDENCE**

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) Best and Final Offers (BAFOs) (in order of most recent to earliest)
- (7) Proposal

**I.14 GOVERNING LAW**

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

**SECTION J: ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Vendor Support Center”, “View All” then “Solicitation Attachments”
<b>J.2</b>	U.S. Department of Labor Wage Determination 05-2103, dated June 2, 2009
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Vendor Support Center”, “View All” then “Solicitation Attachments”
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Vendor Support Center”, “View All” then “Solicitation Attachments”
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Vendor Support Center”, “View All” then “Solicitation Attachments”
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Vendor Support Center”, “View All” then “Solicitation Attachments”
<b>J.7</b>	Tax Certification Affidavit available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Vendor Support Center”, “View All” then “Solicitation Attachments”
<b>J.8</b>	Cost/Price Certification and Data Package available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Vendor Support Center”, “View All” then “Solicitation Attachments”
<b>J.9</b>	Appendix A – User Community (pages 1-4)
<b>J.10</b>	Appendix B – Data Migration (page 5)
<b>J.11</b>	Appendix C – Data Warehouse (pages 6-8)
<b>J.12</b>	Appendix D – SEA Data (pages 9-10)
<b>J.13</b>	Appendix E – LEA Data (pages 11-12)
<b>J.14</b>	Appendix F – School Data (pages 13-14)

<b>Attachment Number</b>	<b>Document</b>
<b>J.15</b>	Appendix G – System Age Parameters (page 15)
<b>J.16</b>	Appendix H – Direct Certification for the USDA Free and Reduced Meal Program (pages 16-17)
<b>J.17</b>	Appendix I – End-User Emails/Communication Tools (pages 18-20)
<b>J.18</b>	Appendix J – 360° Student View Part 1 & 2 (pages 21-23)
<b>J.19</b>	Appendix K – Class Data (pages 24-25)
<b>J.20</b>	Appendix L – Standardized Testing Results Reporting (pages 26-33)
<b>J.21</b>	Appendix M – Teacher and Staff Module (pages 34-38)
<b>J.22</b>	Appendix N – Electronic Transcripts (pages 39-41)
<b>J.23</b>	Appendix O – Data Transfer/Integration (pages 42-52)
<b>J.24</b>	Appendix P – Portal (pages 53-58)
<b>J.25</b>	Appendix Q – Enrollment Reports (pages 59-63)
<b>J.26</b>	Appendix R – Federal and State Reporting (pages 64-67)
<b>J.27</b>	Appendix S – Decision Support Software (pages 68-72)
<b>J.28</b>	Appendix T – System Security & Security Plan (pages 73-74)
<b>J.29</b>	Appendix U – Operations/Capacity (pages 75-76)

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 AUTHORIZED NEGOTIATORS**

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

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**K.2 TYPE OF BUSINESS ORGANIZATION**

**K.2.1** The offeror, by checking the applicable box, represents that:

- (a) It operates as:
  - a corporation incorporated under the laws of the state of: \_\_\_\_\_
  - an individual,
  - a partnership,
  - a nonprofit organization, or
  - a joint venture.
  
- (b) If the offeror is a foreign entity, it operates as:
  - an individual,
  - a joint venture, or
  - a corporation registered for business in \_\_\_\_\_  
(Country)

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Mayor’s Order 85-85, “Compliance with Equal Opportunity Obligations in Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror \_\_\_\_\_ Date \_\_\_\_\_

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

Signature \_\_\_\_\_

Offeror \_\_\_\_ has \_\_\_\_ has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Offeror \_\_\_\_ has \_\_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor’s Order.)

**K.4 BUY AMERICAN CERTIFICATION**

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

\_\_\_\_\_ EXCLUDED END PRODUCTS  
\_\_\_\_\_ COUNTRY OF ORIGIN

**K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

\_\_\_\_\_  
\_\_\_\_\_

**K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the offeror is considered to be a certification by the signatory that:

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

- (i) those prices,
- (ii) the intention to submit a contract, or
- (iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature of the offeror is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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*(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the offeror's organization);*

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## **K.7 TAX CERTIFICATION**

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

## **K.8 CERTIFICATION OF ELIGIBILITY**

The offeror's signature shall be considered a certification by the signatory that the offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;

B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;

C. does not have a proposed debarment pending; and

D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the offeror's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the offeror. Providing false information may result in criminal prosecution or administrative sanctions.

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## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District**

The District intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.1.2 Initial Offers**

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

#### **L.1.3 Offeror Assumptions & Conditions**

In its proposal the offeror must clearly list, by release, all assumptions and conditions, including but not limited to, (1) the need for licenses, (2) the use of District owned property, and (3) the need for data from the District. In addition, the offeror must provide the timeframe when these assumptions and conditions must be addressed by the District in order to ensure that the offeror can meet the deliverables schedule in section F.3.

#### **L.1.4 Contract Hardware & Software Specifications**

**L.1.4.1** The offeror must provide the hardware specifications for all hardware and software needed for the SLED system.

**L.1.4.2** The offeror must provide disk storage requirements for the SLED system for up to five (5) years.

#### **L.1.5 Work Breakdown Structure (WBS)**

In response to this RFP, the offeror must submit a detailed Work Breakdown Structure (WBS) (§C.5.16) project schedule that demonstrates the offeror's understanding of the District's requirements and takes into account the phased release approach in section C.5.3. In addition, the offeror's project schedule must match the project management methodology being proposed per Project Management (§ C.5.19) and the Deliverable Schedule (§ F.3).

#### **L.1.6 Alternate Release Approach**

The offeror may choose to submit an alternative release approach based upon the offeror's previous longitudinal data system (LDS) experience. If the offeror chooses to provide an alternative release approach, the offeror must diligently detail the ways it will address all of

the requirements in the RFP and clearly document what functionality and reporting capabilities will be available by specific timeframes.

### **L.1.7 Project Schedule**

In addition to providing a detailed project schedule for the releases, based on the deliverables schedule in section F.3, the offeror must provide the following, along with a formal test and User Acceptance Test process:

- L.1.7.1** Clearly shows the following elements: Work Breakdown Structure ID, task name, duration, start date, end date, predecessor, successor and resource type in the name column.
- L.1.7.2** Matches with the project management methodology and implementation.
- L.1.7.3** Allows for a formal UAT process prior to going into production for each release.
- L.1.7.4** Incorporates the deliverables schedule provided in section F.3.
- L.1.7.5** Incorporates an OSSE/OCTO Change Control Board (CCB) review meeting in which the following needs to be provided for a production release go/no-go decision for each production release: production implementation plan, test plan, test results and back out plan.
- L.1.7.6** Includes all major milestones for each project release. (The Contractor and OSSE will agree upon these milestones during the review and subsequent approval of the project schedule.)

### **L.1.8 Project Management**

As part of the Contractor's response, the Contractor must describe the project management methodology (§C.5.19) that will be applied to this effort. The Contractor must address how the Contractor's management team will lead and control the execution of this contract within the project management section of the proposal. The project management section must include, but not be limited to, project management methodology, a clear list of documents and other deliverables that will be provided to support the methodology, project organization and oversight, teaming/subcontracting management, key personnel, staffing management, and quality assurance management. On-site project management is required and the extent of this will be determined during the contract negotiation phase. In addition, the Contractor is responsible for addressing the following topics, at a minimum:

#### **L.1.8.1 Project Plan**

- a. Organizational and project management structure and functions;
- b. Business office structure for this contract, identification of identifying monitoring and reporting of contract cost, schedule, and performance information;
- c. Approach and management of associate contractor agreements;

- d. Contractor-District management communication and coordination process;
- e. Project document management;
- f. Pre-project planning and design;
- g. Acceptance management;
- h. Budget and cost management;
- i. Change control process and management;
- j. Risk and issues management;
- k. Task management;
- l. Milestone delivery management; and
- m. Weekly status meetings to address the following at a minimum:
  - i. Project Status to meet deliverables, timeline, action items; and
  - ii. Risk/Issue identification, management and tracking.

#### **L.1.8.2 Teaming/Subcontracting Management**

- a. Resources and/subcontractors;
- b. Lines of authority and roles and responsibilities of all entities including subcontractors and/or teaming partners (if any) and escalation procedures for problem/dispute resolution. If the proposed solution involves teaming partners and/or subcontractors, provide a description of how the Contractor's teaming partners and/or subcontractors (if any) will be managed to ensure performance objectives are met;
- c. Process used to identify capable businesses, the process for workload distribution, and the planned percentage of work (contract value) to be performed by each teammate/subcontractor; and
- d. Approach to building and maintaining an integrated, cohesive, and seamless SLED project team.

#### **L.1.8.3 Key Personnel and Staffing Management**

- a. Resource utilization;
- b. Resource management (on-site and off-site);
- c. Identification of key personnel positions, roles, and responsibilities.
- d. Key Personnel change process to include District notification and coordination;
- e. Availability of key personnel, essential at project kick-off;
- f. Approaches for recruitment, retention, and access to personnel with appropriate qualifications and skill sets to efficiently meet the proposed technical approach;
- g. Description of Contractor's ability to provide and maintain the continuity of a senior-level team throughout this project.

#### **L.1.8.4 Quality Assurance Management**

- a. Quality methodology and management of quality assurance; and
- b. Coordination and communication to and involvement of OSSE.

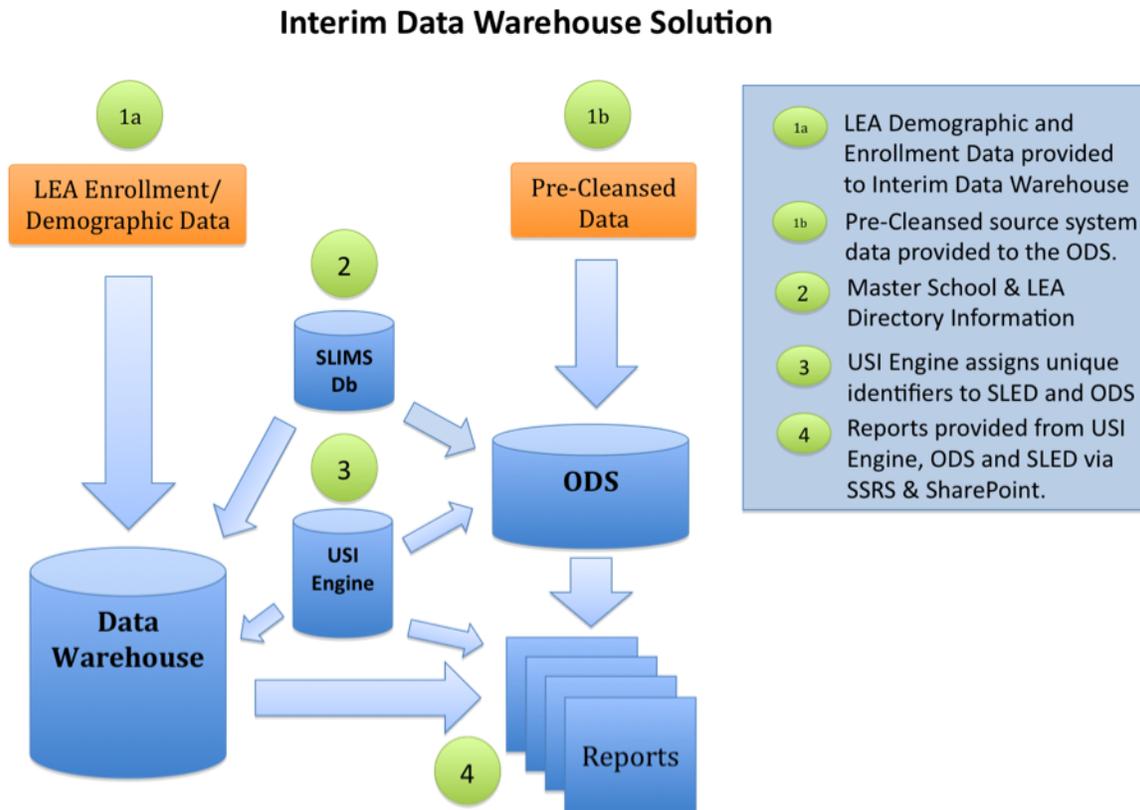
**L.1.8.5 Project Management & Implementation Methodology**

The Contractor’s response must address in detail the requirements in the table below for each Release (1, 2,...6) and demonstrate the level of LDS implementation expertise in the education field, the level of software use in the education LDS industry, education related applications integration expertise, and a firm grasp of the nuances of state and city government operations.

REQUIREMENT NUMBER	DESIGNATION	CATEGORY	REQUIREMENT
	R = REQUIRED OR D = DESIRABLE		
PM-1	R	Project Methodology	Detailed project management methodology that will be used to manage the project.
PM-2	R	Organization Structure	Project organization structure.
PM-3	R	Communication	Description of proper communication within your project team for efficiency and quality.
PM-4	R	Communication	Description of strategy and approach for ensuring proper communication to the District.
PM-5	R	Implementation Plan	The process used for the creation of the Architectural Blueprint for project scope and business, technical and functional requirements.
PM-6	R	Implementation Plan	Application development life cycle process for software installation, configuration and customization.
PM-7	R	Implementation Plan	The requirements development process to include tools, techniques and methods for eliciting, analyzing, documenting, communicating, validating & approving requirements and managing requirement changes.
PM-8	R	Implementation Plan	The methods for developing a data warehouse aligned with business requirements.
PM-9	R	Implementation Plan	The unique and progressive methods that will be used to complete a longitudinal education data warehouse implementation project efficiently, with high quality and for low costs to the District.
PM-10	R	Implementation Plan	A project management schedule that reflects the process described above in conjunction with the project management methodology.
PM-11	R	Change Control Plan	The Contractor shall provide as part of its response how it will manage and track changes outside of the projects scope by delivering a Change Control Plan.

### L.1.9 Data Migration

**L.1.9.1** OSSE developed an interim SLED solution to capture and store data for 2008/2009, 2009/2010 and 2010/2011 school years. This interim SLED solution is capturing LEA student enrollment and demographic data. It also has processes to assign USIs to students in the District. OSSEs goal is to have 100% of the current student body assigned USIs by the end of June 2010. The data elements captured in the interim SLED solution, as it exists today, are identified in the diagram below.



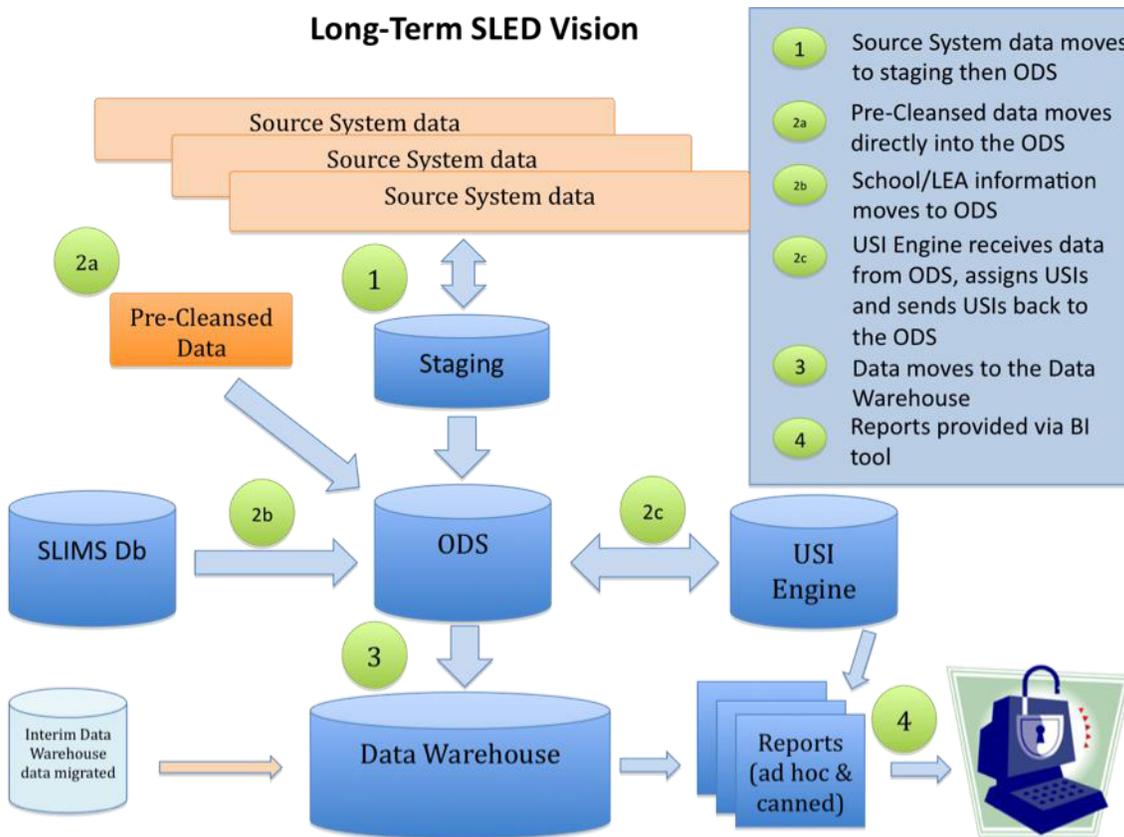
**L.1.9.2** As part of the offeror's proposal, the offeror must identify, define and show examples of the methodology and tools it proposes to use to fulfill all data migration requirements. The offeror must include a data migration plan to include: source to target data mappings, business rules and migration methodology, a list of tools required in the migration process and a process for user acceptance of the migration results.

**L.1.9.3** The offeror shall:

1. Specify all security measures to be employed;
2. Indicate approach to maintaining data integrity and quality assurance during the conversion effort and the documentation that will confirm that data integrity is maintained;
3. Describe measures to ensure adequate access to live data during the conversion effort;
4. Include all requirements in Appendix B – Data Migration, and
5. If additional software is planned, identify package and include cost in proposal.

### L.1.10 Long-term Architecture Vision

The long-term vision for the SLED is shown in the diagram below. This vision is not intended to dictate how the architecture shall look. It is only the Districts' vision. The offeror can propose a completely different architecture based upon its experience. The offeror has the flexibility to use the current Operational Data Store (ODS) tables in the interim solution or build a separate ODS structure to support the proposed solution.



### L.1.11 Data Warehouse

The offeror must clearly define and document the process for developing and implementing a data warehouse (see §C.5.5 and Appendix C) as well as the various layers in the database architecture that will be implemented in support of the SLED. This documentation must include a high-level architectural diagram of the proposed components and how they will be utilized, including a Staging Area, the ODS and the Data Warehouse. The offeror's response must clearly identify which components will be utilized in the following functions: data extraction and cleansing, data transformation, longitudinal data storage, data archiving and data reporting (optimized data reporting layers, cubes, data marts, etc.). Offerors must clearly articulate how data will move from one data layer to the next from data collection through data reporting. The offeror shall also provide a Data Dictionary and Data Model as part of its response.

### **L.1.12 Enterprise Architecture**

The offerors proposal must describe in detail how all of the enterprise architecture requirements (§C.5.24.3) will be met and include a diagram depicting the proposed architecture.

### **L.1.13 Appendices**

The offeror shall complete the requirements tables contained in Appendices A – U and submit with the final proposal.

## **L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One (1) original, one (1) copy of the written proposal and nine (9) electronic CDs in Microsoft format shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5” by 11” bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCTO-2010-R-0072, District of Columbia Statewide Longitudinal Education Data System *[and name of offeror]*".

Offerors are directed to the specific proposal evaluation criteria found in section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror’s response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in section C.

## **L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

### **L.3.1 Proposal Submission**

Proposals must be submitted no later than 2:00 pm on Thursday, September 15, 2010. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;

- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

### **L.3.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

### **L.3.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

### **L.3.4 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

### **L.3.5 Late Proposals**

A late proposal, late modification or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

## **L.4 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at 10am on Wednesday, August 25, 2010 at the Office of Contracting and Procurement, 441 4<sup>th</sup> Street NW, Suite 700S, Washington, DC 20001. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than three

working days after the pre-proposal conference in order to generate an official answer. Official answers will be posted on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

## **L.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than ten days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten days before the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

## **L.6 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, IT Commodity Manager, 441 4<sup>th</sup> Street, NW, Suite 700S, Washington, DC 20001, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

## **L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.7.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

**"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.**

**If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets).**"

**L.7.2** Mark each sheet of data it wishes to restrict with the following legend:

**"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."**

**L.8 PROPOSALS WITH OPTION YEARS**

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

**L.9 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

**L.10 SIGNING OF OFFERS**

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.11 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

**L.12 RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

**L.13 PROPOSAL COSTS**

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

**L.14 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1).

**L.15 KEY PERSONNEL**

**L.15.1** The District considers the following positions to be key personnel for this contract:

- iii. Project Manager
- iv. System/Solutions Architect
- v. Lead Developers
- vi. Lead Trainer
- vii. Any additional resources that have been identified as Key Personnel in the contractor's proposal.

**L.15.2** The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

**L.16 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Offeror shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in section I.10 to:

Contracting Officer  
IT Commodity Manager  
441 4<sup>th</sup> Street, NW, Suite 700S  
Washington, DC 20001

**L.17 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

**L.18 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District’s best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify offeror selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

**L.19 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

- L.19.1** Name, address, telephone number and federal tax identification number of offeror;
- L.19.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.19.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.20 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Offerors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

**L.21 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective

contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.21.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract. The District requests that the offeror provide a detailed financial management plan that would demonstrate clearly that the offerors proposal is in line with the company's capabilities.
- L.21.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.21.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them. The offeror must provide an organization chart depicting the management structure of the project team and showing the key personnel as stated in section L.15. The offeror must demonstrate to the satisfaction of the District that the project is organized and staffed to provide the quality of service requested under this contract.
- L.21.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.21.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.21.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.21.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.21.8** If the prospective offeror fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective offeror to be nonresponsible.

## **L.22 SPECIAL STANDARDS OF RESPONSIBILITY**

In addition to the general standards of responsibility set forth in section L.21, the offeror must submit with its proposal convincing evidence that demonstrates that the offeror meets the following Special Standard(s) of Responsibility.

- L.22.1** The offeror must have proven experience in successfully implementing and supporting an education LDS in two (2) or more public school districts of at least 70,000 students each.
- L.22.2** The offeror is required to provide the name, title and contact information for each public school district with which they have experience, but under no circumstances will the District require more than five (5) references, that can validate past performance in providing similar services, including the quality, timeliness, business practices, and overall satisfaction with the offeror's performance.

## SECTION M: EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

### M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror’s score for each factor. The offeror’s total technical score will be determined by adding the offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as

“Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

### **M.3 EVALUATION CRITERIA**

It is the goal of the District to build a statewide solution that will meet both the functional and technical requirements of our various stakeholders. As such, only complete solutions will be considered. The District will not accept proposals for only a portion of the required solution or proposals or portions thereof where services are performed offshore.

#### **M.3.1 TECHNICAL CRITERIA (80 Points Maximum)**

- M.3.1.1** The proposal must clearly address the extent to which the proposed system meets the requirements (to include all appendices) of this RFP. Solutions that meet the requirements with a COTS solution will receive a higher score than those that require custom development. An offeror’s proposal that does not address all of the requirements or states that a requirement will be met without describing in detail how it will be met will receive a zero score for that requirement. **(50 Points)**
- M.3.1.2** The Offeror’s proposal must demonstrate their experience in successfully implementing and supporting an educational LDS. Offeror’s (and any subcontractors) must have proven capabilities in providing those services consistent with the volume and complexity of this project and the ability to advise the District accordingly on project management best practices, data governance, solution implementation, integration and design. The offeror’s proposal must include a detailed organizational structure as well as the qualifications and expertise of the offeror’s corporate principals, i.e. President, Chief Operating Officer (COO), Chief Executive Officer (CEO), etc. The offeror’s proposal that best details the company organizational structure and experience and how it will relate to accomplishing the requirements of this RFP will receive a higher score than those that do not. The offeror’s experience will be evaluated not only in terms of the company experience but also in terms of the company corporate officers and their relevant experience. **(10 Points)**
- M.3.1.3** The offeror’s proposal shall include a detailed project schedule that clearly communicates the offerors overall understanding of the tasks to be accomplished and methodology used to ensure the system implemented meets the requirements identified throughout this RFP. The offeror that indicates how it will implement the proposed solution and meet the delivery requirements of this RFP will receive a higher score than those who do not. The project schedule that provides the details and demonstrates the management methodology to deliver the RFP requirements will receive a higher score than those who do not. The proposed schedule shall be evaluated not only in terms of the implementation schedule feasibility but also in terms of the offeror’s overall understanding of the tasks to be accomplished to ensure the system is implemented on schedule. **(10 Points)**
- M.3.1.4** The proposal shall also include the resumes of the specific key personnel proposed to design, implement, manage and technically support this proposed solution. These

resumes will be evaluated based on the proposed project “team.” The proposed team with the most experience, years in the industry, software certifications, breadth of knowledge and proven capabilities in LDS system implementation will receive higher scores than those with less of these qualifications. **(10 Points)**

**M.3.1.5 Demonstrations-** Offerors within the competitive range will be asked to provide a demonstration of their product with a ten (10) day advance notice. The demonstration will consist of an eight (8) hour period in which the Contractor will be given one (1) hour for an overview, three (3) hours for a demonstration of the proposed solution, two (2) hours to discuss the educational program aspects of the proposal and two (2) hours to discuss the technical aspects of the proposal. The offerors will be provided a script to follow, asked to load District provided data into the proposed solution and perform various tasks with the provided data. The demonstration will be evaluated as part of the Technical Criteria with original evaluation scores adjusted accordingly. As a note, the District reserves the right to change the format of the demonstrations with prior notification to the offerors.

**M.3.2 PRICE CRITERION (20 Points Maximum)**

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

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

**M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)**

**M.3.4 TOTAL POINTS (112 Points Maximum)**

Total points shall be the cumulative total of the offeror’s technical criteria points, price criterion points and preference points, if any.

**M.4 EVALUATION OF OPTION YEARS**

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District’s requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

**M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses

that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

### **M.5.1 Application of Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to the prime offeror as follows:

- M.5.1.1** Any prime contractor that is a SBE certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this RFP.
- M.5.1.2** Any prime offeror that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime offeror that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime offeror that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime offeror that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime offeror that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime offeror that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime offeror that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

### **M.5.2 Maximum Preference Awarded**

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

**M.5.3 Preferences for Certified Joint Ventures**

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime offeror for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise**

**M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

**M.5.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

**M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.