## **NOTICE**

This opportunity is being release to Deliverable Based IT Services (DBITS) Contractors pre-qualified as a result of Information Technology Deliverable Based Services RFP #0A1147.

Only Contractors pre-qualified in the Information Technology Assessment, Planning and Solicitation Assistance Technology Category are eligible to submit proposal responses and to submit inquiries. The State does not intend to respond to inquired submitted by organizations not pre-qualified in this Technology Category.

An alphabetical listing of Contractors pre-qualified to participate in this opportunity follows:

1	Accenture	21	Kunz, Leigh & Associates
2	Advocate Consulting Group	22	Lochbridge
3	Advocate Solutions LLC	23	MAXIMUS Human Services, Inc.
4	Avasant LLC	24	McGladrey LLP
5	Berry Dunn	25	Menya Communications
6	CapTech Ventures	26	MGT of America, Inc.
7	Cardinal Solutions Group	27	Navigator Management Partners LLC
8	Centric Consulting LLC	28	Peerless Technologies
9	CMA Consulting Services	29	Persistent Systems
10	Computer Aid, Inc.	30	Quantrum LLC
11	Crowe Horwath LLP	31	R. Dorsey & Company
12	CSG Government Solutions	32	Sense Corp
13	First Data	33	Sogeti USA, LLC
14	Gartner	34	Sondhi Solutions
15	HMB, Inc.	35	System Soft Technologies
16	IBM	36	The Greentree Group
17	IIT Contacts	37	UMT Consulting
18	Infojini	38	Unicon International. Inc.
19	Information Control Company	39	Vertex
20	Information Services Group, Inc.	40	Wild Goose Enterprises, Inc.

### Statement of Work Solicitation

OF The	State of Ohio	DBITS Solicitation ID No.	Solicitation Release Date
	Department of Education		
	Office for Exceptional Children	DBEDU-16-01-001	12/16/2015
	Universal Special Education Forms		
	Project Statement of Work		

#### **Section 1: Purpose**

The purpose of this Project Statement of Work (SOW) is to provide The Ohio Department Education (ODE), Office for Exceptional Children (OEC) with information technology services in Technology Category Information Technology Assessment, Planning and Solicitation Assistance, a qualified Contractor, herein after referred to as the "Contractor", shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of work set forth in Section 3, *Scope of Work*.

Any pre-qualified Contractor or subcontractor awarded as a result of this Statement of Work Solicitation are precluded from submitting a proposal as the prime contractor or acting as a subcontractor on any subsequent competitive documents related to the is design, development, implementation, maintenance for a new system. Additionally, the Contractor agrees not to respond to other procurement solicitations where there is a clear conflict of interest based on the work the Contractor completed as a result of this contract. If the Contractor believes a conflict of interest may exist, the Contractor must consult with the State to confirm if such a conflict exists.

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#### **Section 2: Background Information**

2.1 Agency Information

Agency Name	Department of Education, Office for Exceptional Children
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Contact Name	Scott Barnheiser, Project Manager	Contact Phone	614-995-0153	
	Sue Zake, Director, Office for Exceptional Children		614-752-1012	
Bill to Address	25 South Front Street, Columbus, Ohio 43215			
2.2 Project Informati	on			
Project Name	Universal Special Education Forms			
Project Background & Objective  More than a thousand districts and community schools have responsibility for using a federally defined process to a free and appropriate public education to children with disabilities. The federally defined process for identification services is punctuated with the completion of specific documentation, usually referred to as "required forms." The forms serve two divergent functions: a) document decisions, plans, and progress for each child receiving special each objective and b) communicate key data elements to the Ohio Department of Education's Education Management Information System (EMIS).				
	The current versions of ODE Special Education Forms can be ( <a href="http://education.ohio.gov">http://education.ohio.gov</a> ) and searching "Special Education		Ohio Department of Education website	
	Currently, the Office for Exceptional Children provides districts with copies of the forms and encourages them to u electronic versions to create and store those forms as individual student records. Most districts and community sch choose to contract with one of many possible software vendors to provide electronic versions of the required forms make sure that extraction and submission of the necessary data to EMIS is possible. As a result, there are about 40 different versions of computerized forms. The lack of comparable systems within the state complicates the transfer student IEPs and records when students move, adds an expense to districts when forms are revised and updated, an increases security risks in the sharing of student information. The lack of direct access to the content of those form complicates the work of several offices within ODE.			
	OEC needs to provide districts with access to a universally accessible system of special education documentation first step in this multiphase project is to determine the cost effectiveness, risks, and options for procurement or development of such a system. This information will be used to develop an RFP for the next phase of the system development.		options for procurement or	
A distinct successor project may follow based on the outcome of this		e of this business analy	ysis project.	
by March, and the work completed by September, Successor project may follow based on the outcor Depending on outcome ODE may have the Contra Statement of Work Solicitation form or formal rec				
Depending on outcome ODE may have the contractor assist ODE with the RFP evaluations for the period of days from the Proposal Response Due Date.			duations for the period of 35 business	
2.3 Project Schedule				

Date	Task		
Pre-Qualified Contractor to provide	Pre-Qualified Contractor to provide		
2.4 Project Milestone	es es		
Date	Milestone		
Pre-Qualified Contractor to provide			
2.5 Contractor's Wor	rk Effort Requirement		
	regular employees must perform at least30% of the effort required to complete the Work. The Contractor may use tor personnel to meet the remaining70% of the effort.		
2.6 Ohio Certified M None			

#### Section 3: Scope of Work

3.1 Description of Scope of Work

#### **Scope Inclusions**

- Adherence to prescribed ODE project management requirements as described in Section 3.5.
- Catalog the wide range of districts' existing products used for special education processes. Identify and describe the interaction between these
  products and district student information systems; Describe how current student information systems will need to interact with the universally
  accessible system;
- Identify costs to districts and ODE for procuring, using, and maintaining the existing products identified. Identify costs or savings to districts and ODE for any new recommended system/solutions which would include administration costs and total cost of running.
- Document business requirements for either modification of existing products or development of a new system;
- Identify any currently available products (whether from another state or currently in use in an Ohio district) that could be modified to meet the need;

#### Section 3: Scope of Work

- Estimate costs to districts and ODE for procuring, modifying, using, and maintaining the currently available products that could be modified to meet the need:
- Identify legal and technical challenges for development and implementation.
  - The analysis will take into account considerations with regards to data security and the Ohio "context" regarding sharing unmasked student records with ODE, etc.
- Take into account Ohio IT plan and ODE IT plan.
- Take into account the need for ongoing changes to the required special education forms, including a major revision that will occur concurrently
  with development of universal access to those forms.
- This project may include RFP/RFQ procurement activities to achieve the project objective.
- This project will include the feedback obtained from Program Office groups and stakeholders.
- This project may include the review of RFP/RFQ related documents by appropriate stakeholders.
- This project will include direct stakeholder interaction with the selected Pre-Qualified Contractor and will require a time commitment from Program Office staff.
- All aspects of research and analysis, don't limit possibilities.
- Stakeholders include the Offices for Exceptional Children, Early Learning and School Readiness, EMIS, ITO, and Data Quality within ODE;
   Additional education-specific stakeholders include school district administrators, teachers, related service providers, ITCs, SSTs, ESCs, and nearly every educational organization that provides instruction or services to students with disabilities. The business community stakeholders are external vendors with currently used products as well as Pre-Qualified Contractors that potentially will respond to an RFP.
- The work will include consideration of all Special Education Forms, some of which have been categorized as "required forms," Individualized Education Program (IEP), Evaluation Team Report (ETR), ETR Planning form, Prior Written Notice to Parents, Parent Invitation, Manifestation Determination Review, Referral for Evaluation, Parent Consent for Evaluation, and Services Plan. This work also will include forms currently referred to as "optional." These are forms that are required when circumstances warrant their use, but will not be created for every student. For example a functional behavior assessment and behavior intervention plan, if needed, may be part of the Evaluation Team Report and the Individualized Education Program.
- Timeline SOW Solicitation for background research and requirements gathering will be released by December, 2015, awarded by March, and the work completed by September, 2016.
  - Optional depending on outcome ODE may have the Contractor assist with the creation of follow on statement of work, and DBITS Statement of Work Solicitation form or formal request for proposal (RFP) solicitation document for Phase 2.
  - Optional depending on outcome ODE may have the Contractor assist ODE with the RFP inquiries for the period of 30 business days from the Solicitation release date.
  - Optional depending on outcome ODE may have the contractor assist ODE with the RFP evaluations for the period of 35 business days from the Proposal Response Due Date.

#### Scope Exclusions

- This project will not include the delivery of any data system.
- This project will not include integration with other data systems.
- This project will not create or implement reports.
- This project will not create or implement a training solution
- Execution of Pre-Qualified Contractor recommendations

Anything not specifically stated in the Scope Inclusions section is presumed to be out of scope.

Proposed changes to the project's scope must be formally requested and follow the department's established Change Control process.

3.2 Assumptions and Constraints		
Assumptions	ODE resources (Program Office and ITO), with the appropriate level of influence and control, will be supportive of the program help to remove barriers that would prevent the project from being successful  Execution of the full project scope is possible within the given time and cost constraints	
	A suitable Pre-Qualified Contractor will be identified to execute the project	
Constraints Availability of OEC SME to review Contractor documentation.		
	Deliverables must be submitted in accordance with the Project Schedule	

#### 3.3 Detailed Description of Deliverables

- Deliverables must be provided on the dates specified. Any changes to the delivery date must have prior approval (in writing) by the Agency Project manager or designate.
- All deliverables must be submitted in a format approved by the Agency's Project Manager.
- All deliverables must have acceptance criteria established and a time period for testing or acceptance.
- If the deliverable cannot be provided within the scheduled time frame, the Contractor is required to contact the Agency Project Manager in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.
- · A request for a revised schedule must be reviewed and approved by the Agency Project Manager before placed in effect.
- The Agency will complete a review of each submitted deliverable within specified working days of the date of receipt as specified in the Project Schedule.
- A kickoff meeting will be held at a location and time selected by the Agency where the Contractor and its staff will be introduced to the Agency.

Deliverable Name	Deliverable Description		
Project artifacts.	The following project management artifacts are required:  • Project Schedule  • Meeting Minutes  • Weekly Status Reports  • Monthly Executive Status Reports  • Issues Log  • Risk Log  • Deliverables Acceptance  • Project Closeout Report		
Recommendations	Analysis, Outcomes, Recommendations, Plans, and other documents as define in this document		
Business Requirements	Business requirements for either modification of existing products or development of a new system		

Deliverable Name	Deliverable Des	Deliverable Description		
Existing product and systems interaction findings		Findings related to the wide range of districts' existing products and student information systems that will need to interact with the universally accessible system		
Cost Findings	maintaining the exist and ODE for any ne	Findings related to costs to districts and ODE for procuring, using, and maintaining the existing products identified. Identify costs or savings to districts and ODE for any new recommended system/solutions which would include administration costs and total cost of running		
Available Product/Solution Findings		Findings related to currently available products (whether from another state or currently in use in an Ohio district) that could be modified to meet the need		
Legal and Technical Challenges Findings	Findings related to limplementation	Findings related to legal and technical challenges for development and implementation		
Implementation Findings	Findings related to a	any identified bar	riers to implementation	
Phase 2 Statement of Work Solicitation (Optional work at ODE's discretion)		The Contractor will complete the DBITS Statement of Work Solicitation form or formal RFP solicitation document for ODE.		
Phase 2 RFP Inquiry Assistance and Documentation (Optional work at ODE's discretion)	prospective bidders include, but not lim Name, phone numb	The Contractor will assist ODE with inquiries regarding the solicitation from prospective bidders and provide ODE a detailed log of all RFP inquiries to include, but not limited to, date and time of inquiry, Inquirer Name, Company Name, phone number(s), Inquirer's email address, description of inquiry, Contractor inquiry response, and other information as deemed necessary.		
Phase 2 RFP Evaluation Assistance and Documentation (Optional work at ODE's discretion)	scoring solicitations	The Contractor will serve in an advisory role to assist ODE with evaluating and scoring solicitations received. The Contractor shall provide ODE written recommendations with relevant comments, as applicable, for each solicitation received.		
Deliverable Name	Due Date (If applicable)	Payment Eligible? Yes/No	Acceptance Criteria	
Project artifacts		No	Approval from ODE Project Manager	
Recommendations		Yes	Approval from ODE Project Sponsor and ODE Project Manager	
Business Requirements		Yes	Approval from ODE Project Sponsor and ODE Project Manager	
Existing product and systems interaction		Yes	Approval from ODE Project Sponsor and ODE Project Manager	

Deliverable Name	Due Date (If applicable)	Payment Eligible? Yes/No	Acceptance Criteria
Cost Findings		Yes	Approval from ODE Project Sponsor and ODE Project Manager
Available Product/Solution Findings		Yes	Approval from ODE Project Sponsor and ODE Project Manager
Legal and Technical Challenges Findings		Yes	Approval from ODE Project Sponsor and ODE Project Manager
Implementation Findings		Yes	Approval from ODE Project Sponsor and ODE Project Manager
Deployment Strategy and Plan		Yes	Approval from ODE Project Sponsor and ODE Project Manager
Phase 2 Statement of Work Solicitation (Optional work at ODE's discretion)		Yes	Approval from ODE Project Sponsor and ODE Project Manager
Phase 2 RFP Inquiry Assistance and Documentation (Optional work at ODE's discretion)		Yes	Approval from ODE Project Sponsor and ODE Project Manager
Phase 2 RFP Evaluation Assistance and Documentation (Optional work at ODE's discretion)		Yes	Approval from ODE Project Sponsor and ODE Project Manager

#### 3.5 Roles and Responsibilities

Project or Management Activity/Responsibility Description	Contractor	Agency
Provide funding, documentation, feedback, availability, and approval for the success of the Statement of Work Solicitation.		X
The ODE Project Manager will monitor the project and provide Pre-Qualified Contractor oversight.  The ODE Project Manager will be the single point of contact between the Pre-Qualified Contractor and ODE staff, both technical and business.		Х
Management of the project and Pre-Qualified Contractor project team is the responsibility of the Pre-Qualified Contractor.	X	
The following project management artifacts are required:  • Project Schedule  • Meeting Minutes  • Weekly Status Reports	X	

Project or Management Activity/Responsibility Description	Contractor	Agency
Monthly Executive Status Reports		
• Issues Log		
Risk Log		
Deliverables Acceptance		
Project Closeout Report		
While required, project management artifacts are not eligible for payment. Costs related to Project or Management Activity/Responsibility must be included in the proposed deliverables.		
Provide the deliverables specified in the Statement of Work Solicitation.	X	

#### 3.6 Restrictions on Data Location and Work

- The Contractor must perform all Work specified in the SOW Solicitation and keep all State data within the United States, and the State may reject any SOW Response that proposes to do any work or make State data available outside the United States.
- The Work specified and produced in the SOW Solicitation is the sole and exclusive property of the State of Ohio, Ohio Department of Education.

#### 3.7 Resource Requirements

ODE will provide workspace, PC, and email at 25 South Front Street; Columbus, Ohio 43215.

ODE expects the Contractor will provide all of the necessary personnel to successfully complete the work specified in this Statement of Work Solicitation.

#### **Section 4: Deliverables Management**

#### 4.1 Submission/Format

PM Artifact/Project Work Product	Submission	Format
The following project management artifacts are required:	Email and SharePoint	Microsoft applications and store on SharePoint
Project Schedule		
Meeting Minutes		
Weekly Status Reports		
Monthly Executive Status Reports		
Issues Log		
Risk Log		
Deliverables Acceptance		
Project Closeout Report		
All deliverable findings and documentation	Email and SharePoint	Microsoft applications and store on SharePoint

#### 4.2 Reports and Meetings

- The Contractor is required to provide the Agency Project Manager with weekly written progress reports of this project. These are due to the Agency Project Manager by the close of business on Friday each week throughout the life of the project.
- The progress reports shall cover all work performed and completed during the week for which the progress report is provided and shall present the work to be performed during the subsequent week.
- The progress report shall identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved.
- The Contractor will be responsible for conducting weekly status meetings with the Agency Project Manager. The meetings will be held on Monday at a time and place so designated by the Agency Project Manager unless revised by the Agency Project Manager. The meetings can be in person or over the phone at the discretion of the Agency Project Manager.

#### 4.3 Period of Performance

The period of performance will last the duration of the project.

#### 4.4 Performance Expectations

This section sets forth the performance specifications for the Service Level Agreements (SLA) to be established between the Contractor and State. Most individual service levels are linked to "Fee at Risk" due to the State to incent Contractor performance.

The Service Levels contained herein are Service Levels for this SOW Solicitation. Both the State and the Contractor recognize and agree that Service Levels and performance specifications may be added or adjusted by mutual agreement during the term of the Contract as business, organizational objectives and technological changes permit or require.

The Contractor agrees that 10% of the not to exceed fixed price for the SOW will be at risk ("Fee at Risk"). The Fee at Risk will be calculated as follows:

Total Not to Exceed Fixed Price (NTEFP) of the SOW	X	10 %	=	Total Fee at Risk for the SOW	
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Furthermore, in order to apply the Fee at Risk, the following monthly calculation will be used:

Monthly Fee At Risk		Total Fee at Risk for the SOW
Monthly Fee At Kisk	_	Term of the SOW in months

The Contractor will be assessed for each SLA failure and the "Performance Credit" shall not exceed the monthly Fee at Risk for that period. The Performance Credit is the amount due to the State for the failure of SLAs. For SLAs measured on a quarterly basis, the monthly fee at risk applies and is cumulative.

On a quarterly basis, there will be a "true-up" at which time the total amount of the Performance Credit will be calculated (the "Net Amount"), and such Net Amount may be off set against any fees owed by the State to the Contractor, unless the State requests a payment in the amount of the Performance Credit.

The Contractor will not be liable for any failed SLA caused by circumstances beyond its control, and that could not be avoided or mitigated through the exercise of prudence and ordinary care, provided that the Contractor promptly, notifies the State in writing and takes all steps necessary to minimize the effect of such circumstances and resumes its performance of the Services in accordance with the SLAs as soon as reasonably possible.

To further clarify, the Performance Credits available to the State will not constitute the State's exclusive remedy to resolving issues related to the Contractor's performance. In addition, if the Contractor fails multiple service levels during a reporting period or demonstrates a pattern of failing a specific service level throughout the SOW, then the Contractor may be required, at the State's discretion, to implement a State-approved corrective action plan to address the failed performance.

SLAs will commence when the SOW is initiated.

**Monthly Service Level Report.** On a monthly basis, the Contractor must provide a written report (the "Monthly Service Level Report") to the State which includes the following information:

- Identification and description of each failed SLA caused by circumstances beyond the Contractor's control and that could not be
  avoided or mitigated through the exercise of prudence and ordinary care during the applicable month;
- the Contractor's quantitative performance for each SLA;
- the amount of any monthly performance credit for each SLA;
- the year-to-date total performance credit balance for each SLA and all the SLAs;
- upon state request, a "Root-Cause Analysis" and corrective action plan with respect to any SLA where the Individual SLA was failed during the preceding month; and
- trend or statistical analysis with respect to each SLA as requested by the State.

The Monthly Service Level Report will be due no later than the tenth (10th) day of the following month.

SLA Name	Performance Evaluated	Non- Conformance Remedy	Frequency of Measurement
Delivery Date Service Level	The <u>Delivery Date Service Level</u> will measure the percentage of SOW tasks, activities, deliverables, milestones and events assigned specific completion dates in the applicable SOW and/or SOW project plan that are achieved on time. The State and the Contractor will agree to a project plan at the commencement of the SOW and the Contractor will maintain the project plan as agreed to throughout the life of the SOW. The parties may agree to re-baseline the project plan throughout the life of the SOW. Due to the overlapping nature of tasks, activities, deliverables, milestones and events a measurement period of one calendar month will be established to serve as the basis for the measurement window. The Contractor will count all tasks, activities, deliverables, milestones and events to be completed during the measurement window and their corresponding delivery dates in the applicable SOW and/or SOW project plan. This service level will commence upon SOW initiation and will prevail until SOW completion.  Compliance with delivery date is expected to be greater than 85%	Monthly Fee at Risk	Project Schedule

Deliverable Acceptance Service Level	This SLA is calculated as follows: "% Compliance with delivery dates" equals "(Total dates in period – Total dates missed)" divided by "Total dates in period"  The <b>Deliverable Acceptance Service Level</b> will measure the State's ability to accept Contractor deliverables based on	Monthly Fee at Risk	Project Schedule
	submitted quality and in keeping with defined and approved content and criteria for Contractor deliverables in accordance with the terms of the Contract and the applicable SOW. The Contractor must provide deliverables to the State in keeping with agreed levels of completeness, content quality, content topic coverage and otherwise achieve the agreed purpose of the deliverable between the State and the Contractor in accordance with the Contract and the applicable SOW. Upon mutual agreement, the service level will be calculated / measured in the period due, not in the period submitted. Consideration will be given to deliverables submitted that span multiple measurement periods. The measurement period is a quarter of a year. The first quarterly measurement period will commence on the first day of the first full calendar month of the Contract, and successive quarterly measurement period will run continuously thereafter until the expiration of the applicable SOW.		
	Compliance with deliverable acceptance is expected to be greater than 85%		
	This SLA is calculated as follows: "% Deliverable Acceptance" equals "# Deliverables accepted during period" divided by "# Deliverables submitted for review/acceptance by the State during the period"		
Scheduled Reports Service Level	The <u>Scheduled Reports Service Level</u> will measure the receipt of Reports within IDA schedule or other established time frames.	Monthly Fee at Risk	Project Schedule
	This SLA is calculated as follows: "Scheduled Reporting Performance" equals "(Total Number of Reports Required – Total Reports Missed/Missing)" divided by "Total Number of Reports Required"		

#### 4.5 State Staffing Plan

Staff/Stakeholder Name	Project Role	Percent Allocated
Sue Zake	Project Sponsor	0.5% - One meeting every other month, at 1.6 hours
Kara Waldron	Internal coordination of OEC contributions, SME	4% - Two meetings per month, at 1.6 hours for meeting and 1.6 hours for prep
Ronda Hinson	SME	15%- 20% Two meetings per month, at 1.6 hours for meeting and 1.6 hours for prep, plus ongoing response to contractor questions
Anne Skaggs	Data Manager and SME	4% - Two meetings per month, at 1.6 hours for meeting and 1.6 hours for prep
		10%
Scott Barnheiser	Project Manager	

#### **Section 5: SOW Response Submission Requirements**

#### 5.1 Response Format, Content Requirements

An identifiable tab sheet must precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except preprinted technical inserts, must be sequentially numbered.

Each Proposal must contain the following:

- Cover Letter
- Pre-Qualified Contractor Experience Requirements
- Subcontractors Documentation
- Assumptions
- Payment Address
- Staffing plan, personnel resumes, time commitment, organizational chart
- Contingency Plan
- Project Plan
- Project Schedule (WBS using MS Project or compatible)
- Communication Plan
- Risk Management Plan
- Quality Management Plan
- Fee Structure including Estimated Work Effort for each Task/Deliverable
- Rate Card

#### Include the following:

#### 1. Cover Letter:

- a. Must be in the form of a standard business letter;
- b. Must be signed by an individual authorized to legally bind the Pre-Qualified Contractor;

- c. Must include a statement regarding the Pre-Qualified Contractor's legal structure (e.g. an Ohio corporation), Federal tax identification number, and principal place of business; please list any Ohio locations or branches;
- d. Must include a list of the people who prepared the Proposal, including their titles; and
- e. Must include the name, address, e-mail, phone number, and fax number of a contact person who has the authority to answer questions regarding the Proposal.
- 2. Pre-Qualified Contractors Experience Requirements
  - a. Each proposal must include a brief executive summary of the services the Pre-Qualified Contractor proposes to provide and one representative sample of previously completed projects as it relates to this proposal (e.g. detailed requirements documents, analysis);
  - b. Each proposal must describe the Pre-Qualified Contractor's experience, capability, and capacity to provide Information Technology Assessment, Planning, and optional Solicitation Assistance. Provide specific detailed information demonstrating experience similar in nature to the type of work described in this SOW for each of the resources identified in Section 5.2.
  - c. Mandatory Requirements: The Pre-Qualified Contractor must possess knowledge of at least two of the following:
    - U.S. Office for Special Education Programs regulations.
    - Student Information systems used by Ohio school districts.
    - Federal data privacy laws.
    - The relationships among school district data systems and EMIS.
    - The Ohio Department of Education Operating Standards.

The Pre-Qualified Contractor must demonstrate this knowledge by providing two (2) project reference examples of developing/gathering business requirements incorporating at least one of these areas of expertise that were within the past three (3) years.

- d. **Pre-Qualified Contractor for Optional Work (at ODE's discretion)** The Pre-Qualified Contractor must demonstrate this knowledge by providing two (2) project or Scopes of Work referencing examples that describe Procurement and Solicitation Assistance, including
  - Requirements definition
  - RFP development and publication
  - RFP Scoring criteria development
  - RFP evaluation
  - Contract SOW development

#### 2. Subcontractor Documentation:

- a. For each proposed Subcontractor, the Contractor must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:
  - i. The Subcontractor's legal status, federal tax identification number, D-U-N-S number if applicable, and principal place of business address;
  - ii. The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the Subcontractor to contractual obligations;
  - iii. A description of the work the Subcontractor will do and one representative sample of previously completed projects as it relates to this SOW (e.g. detailed requirements document, analysis, statement of work;

- iv. Must describe the Subcontractor's experience, capability, and capacity to provide Information Technology Assessment, Planning, and Solicitation Assistance. Provide specific detailed information demonstrating experience similar in nature to the type of work described in this SOW from each of the resources identified in Section 5.2;
- v. A commitment to do the work if the Contractor is selected; and
- vi. A statement that the Subcontractor has read and understood the RFP and will comply with the requirements of the RFP.
- 3. Assumptions: The Pre-Qualified Contractor must list all assumptions the Pre-Qualified Contractor made in preparing the Proposal. If any assumption is unacceptable to the State, the State may at its sole discretion request that the Pre-Qualified Contractor remove the assumption or choose to reject the Proposal. No assumptions may be included regarding the outcomes of negotiation, terms and conditions, or requirements. Assumptions should be provided as part of the Pre-Qualified Contractor response as a stand-alone response section that is inclusive of all assumptions with reference(s) to the section(s) of the RFP that the assumption is applicable to. The Pre-Qualified Contractor should not include assumptions elsewhere in their response.
- 4. Payment Address: The Pre-Qualified Contractor must give the address to which the State should send payments under the Contract.
- 5.2 Staffing plan, personnel resumes, time commitment, organizational chart

Identify Contractor and sub-contractor staff and time commitment. Identify hourly rates for personnel, as applicable.

Include Contractor and sub-contractor resumes for each resource identified and organizational chart for entire team.

Contractor Name	Contractor or Sub-contractor?	No. Hours	Hourly Rate

#### 5.3 Contingency Plan

Identify and provide a Contingency Plan should the Contractor and sub-contractor staff fail to meet the Project Schedule, Project Milestones or fail to complete the deliverables according to schedule. Include alternative strategies to be used to ensure project success if specified risk events occur.

#### 5.4 Project Plan

Identify and describe the plan to produce effective documents and complete the deliverable requirements. Describe the primary tasks, how long each task will take, and when each task will be completed in order to meet the final deadline.

#### 5.5 Project Schedule (WBS using MS Project or compatible)

Describe the Project Schedule including planning, defining goals, including milestones, and time for writing, editing and revising. Using MS Project or compatible, create a deliverable-oriented grouping of project elements that organizes and defines the total work scope of the project with each descending level representing an increasingly detailed definition of the project work.

#### 5.6 Communication Plan

Strong listening skills, the ability to ask appropriate questions, and follow-up questions will be required to capture the information necessary to complete the deliverable requirements. Describe the methods to be used to gather and store various types of information and to disseminate the information, updates, and corrections to previously distributed material. Identify to whom the information will flow and what methods will be used for the distribution. Include format, content, level of detail, and conventions to be used. Provide methods for accessing information between scheduled communications.

#### 5.7 Risk Management Plan

Describe the Risk Management Plan requirements including the risk factors, associated risks, and assessment of the likelihood of occurrence and the consequences for each risk. Describe your plan for managing selected risks and plan for keeping people informed about those risks throughout the project.

#### 5.8 Quality Management Plan

Describe your quality policies, procedures, and standards relevant to the project for both project deliverables and project processes. Define who is responsible for what and for document compliance.

#### 5.9 Fee Structure including Estimated Work Effort for each Deliverable

Payment will be scheduled upon approval and acceptance of each Deliverable by the ODE Project Sponsor and ODE Project Manager within the usual payment terms of the State. A 10% holdback will be applied to each Deliverable until final acceptance is given on the last Deliverable or at the end of the Contract.

Deliverable Name	Total Estimated Work Effort (Hours)	Not-to-Exceed Fixed Price for Deliverable
Project artifacts.		
Recommendations		
Business Requirements		
Existing product and systems interaction findings		
Cost Findings		
Available Product/Solution Findings		
Legal and Technical Challenges Findings		
Implementation Findings		
Deployment Strategy and Plan		
Optional Phase 2 Statement of Work Solicitation		
Optional Phase 2 RFP Inquiry Assistance and Documentation		
Optional Phase 2 RFP Evaluation Assistance and Documentation		
	Total Cost for all Deliverables	

	Not-to-Exceed Fixed Price for Deliverable	

#### 5.10 Rate Card

Pre-Qualified Contractors must submit a Rate Card that includes hourly rates for all services the Contractor offers, including but not limited to those listed in Section 5.2. Enter the Rate Card information in this section.

#### Section 6: SOW Evaluation Criteria

The SOW evaluation criteria is contained in SOW Solicitation Attachment.

#### Section 7: SOW Solicitation Calendar of Events

#### Firm Dates

SOW Solicitation Released to Pre-qualified Contractors

December 16, 2015

Inquiry Period Begins December 16, 2015

Inquiry Period Ends December 28, 2015

Proposal Response Due Date

January 4, 2016 1:00 PM

#### **Anticipated Dates**

Estimated Date for Selection of Awarded Contractor

January 25, 2016

Estimated Commencement Date of Work

February 8, 2016

All times listed are Eastern Standard Time (EST).

#### **Section 8: Inquiry Process**

Pre-Qualified Contractors may make inquiries regarding this SOW Solicitation anytime during the inquiry period listed in the Calendar of Events. To make an inquiry, Pre-Qualified Contractors must use the following process:

- Access the State's Procurement Website at http://procure.ohio.gov/;
- From the Quick Links bar on the right, select "Bid Opportunities Search";
- Enter the DBITS Solicitation ID number found on the first page of this SOW Solicitation;
- Click the "Search" button;
- In the Other section, click the "Submit Inquiry" button;

- On the document inquiry page, complete the required "Personal Information" section by providing:
  - First and last name of the Pre-Qualified Contractor's representative who is responsible for the inquiry,
  - Name of the Pre-Qualified Contractor,
  - o Representative's business phone number, and
  - o Representative's email address;
- Type the inquiry in the space provided including:
  - o A reference to the relevant part of this SOW Solicitation,
  - o The heading for the provision under question, and
  - o The page number of the SOW Solicitation where the provision can be found; and
- Type the Security Number seen on the right into the Confirmation Number; and
- Click the "Submit" button.

A Pre-Qualified Contractor submitting an inquiry will receive an acknowledgement that the State has received the inquiry as well as an email acknowledging receipt. The Pre-Qualified Contractor will not receive a personalized response to the question nor notification when the State has answered the question.

Pre-Qualified Contractors may view inquiries and responses on the State's Procurement Website by using the "Find It Fast" feature described above and by clicking the "View Q & A" button on the document information page.

The State usually responds to all inquiries within three business days of receipt, excluding weekends and State holidays. But the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

The State does not consider questions asked during the inquiry period through the inquiry process as exceptions to the terms and conditions of this RFP.

#### Section 9: Submission Instructions & Location

Each Pre-Qualified Contractor must submit six (6) complete, sealed and signed copies of its Proposal Response and each submission must be clearly marked "Universal Special Education Forms Project" on the outside of its package along with Pre-Qualified Contractor's name.

A single electronic copy of the complete Proposal Response must also be submitted with the printed Proposal Responses. Electronic submissions should be on a USB memory stick.

Each proposal must be organized in the same format as described in Section 5. Any material deviation from the format outlined in Section 5 may result in a rejection of the non-conforming proposal. Each proposal must contain an identifiable tab sheet preceding each section of the proposal. Proposal Response should be good for a minimum of 60 days.

The State will not be liable for any costs incurred by any Pre-Qualified Contractor in responding to this SOW Solicitation, even if the State does not award a contract through this process. The State may decide not to award a contract at the State's discretion. The State may reject late submissions regardless of the cause for the delay. The State may also reject any submissions that it believes is not in its interest to accept and may decide not to do business with any of the Pre-Qualified Contractors responding to this SOW Solicitation.

Proposal Responses MUST be submitted to the State Agency's Procurement Representative:

Scott Barnheiser Ohio Department of Education 25 South Front Street Columbus, OH 43215

Proprietary information

All Proposal Responses and other material submitted will become the property of the State and may be returned only at the State's option. Proprietary information should not be included in a Proposal Response or supporting materials because the State will have the right to use any materials or ideas submitted in any quotation without compensation to the Pre-Qualified Contractor. Additionally, all Proposal Response submissions will be open to the public after the contract has been awarded.

The State may reject any Proposal if the Pre-Qualified Contractor takes exception to the terms and conditions of the Contract.

#### Waiver of Defects

The State has the right to waive any defects in any quotation or in the submission process followed by a Pre-Qualified Contractor. But the State will only do so if it believes that is in the State's interest and will not cause any material unfairness to other Pre-Qualified Contractors.

#### Rejection of Submissions

The State may reject any submissions that is not in the required format, does not address all the requirements of this SOW Solicitation, or that the State believes is excessive in price or otherwise not in its interest to consider or to accept. The State will reject any responses from companies not prequalified in the Technology Category associated with this SOW Solicitation. In addition, the State may cancel this SOW Solicitation, reject all the submissions, and seek to do the work through a new SOW Solicitation or other means.

#### **Section 10: Limitation of Liability**

(Identification of Limitation of Liability applicable to the specific SOW Solicitation. Unless otherwise stated in this section of the SOW Solicitation, the Limitation of Liability will be as described in Attachment Four, Part Four of the Contract General Terms and Conditions.

# SOW Solicitation Attachments 1 Evaluation Criteria

#### **PHASE ONE EVALUATION**

Phase One includes review and confirmation of the documents and information requirements submitted with the Contractor Proposal Response in order to ensure that all general requirements and documentation requirements are met. If an Pre-Qualified Contractor is non-responsive to any Phase One requirements, the Proposal may be rejected. If an Pre-Qualified Contractor meets the Phase One requirements, that Pre-Qualified Contractor's Proposal will be included in Phase Two of the evaluation process.

(Y/N)	Did the Pre-Qualified Contractor take exception to any contractual terms and/or
conditions?	

# Documents and information expected with the Proposal Response Statement of Work Solicitation:

Description	Pass	Fail	N/A
The Pre-Qualified Contractor must possess knowledge of at least two of the following:			
<ul> <li>U.S. Office for Special Education Programs regulations,</li> <li>Student information systems used by Ohio school districts,</li> <li>Federal data privacy laws,</li> <li>The relationships among school district data systems and EMIS,</li> <li>The Ohio Department of Education Operating Standards.</li> </ul>			
The Pre-Qualified Contractor must demonstrate this knowledge by providing two (2) project reference examples of developing/gathering business requirements incorporating at least one of these areas of expertise that were within the past three (3) years.			
Contractor responded to the optional work defined in the SOW.			

#### **PHASE TWO EVALUATION**

**Scored Criteria.** In the technical evaluation phase, the State will rate the technical merits of the Proposals based on the following requirements and the weight assigned to each requirement.

The following table lists the Proposal requirements that will be evaluated and scored.

Statement of Work Evaluation Criteria	Weight	Does Not Meet	Meets	Exceeds
Pre-Qualified Contractor's Project Team. The quality of the Pre-Qualified Contractor's proposed Project team will impact the success of the Project. Therefore the makeup of the team and how it completes the necessary tasks will be considered in assigning a score in this area.	3			
<b>Proposal.</b> The quality, content, feasibility, and practicality of the proposal as it relates to the technical and functional requirements	4			
Methodology and Approach. The extent to which the Pre-Qualified Contractor understands the functionality, process and technology requirements of this SOW and how well the Pre-Qualified Contractor's proposal meets those requirements will be of critical importance. Additionally, the Pre-Qualified Contractor's proposal must describe the methodology, any planning and implementation for this project.	5			
<ul> <li>The Communication Plan describes:</li> <li>Methods to be used to gather, store, and disseminate information, updates, and corrections to previously distributed material;</li> <li>Identifies to whom the information will flow;</li> <li>Identifies methods to be used for information distribution;</li> <li>Identifies format, content, level of detail, and conventions to be used for information distribution; and</li> <li>Methods for accessing information between scheduled communications.</li> </ul>	2			
The Risk Management Plan describes:  Risk factors; Associated risks; Assessment of the likelihood of occurrence; Consequences for each risk; Plan for managing selected risks; and Plan for keeping people informed about those risks throughout the project.	2			

Statement of Work Evaluation Criteria	Weight	Does Not	Meets	Exceeds
		Meet		
The Quality Management Plan describes:	2			
Quality policies;				
Quality procedures; and				
<ul> <li>Quality standards for project deliverables and</li> </ul>				
project processes.				
<ul> <li>Who is responsible for what and for document</li> </ul>				
compliance.				
Project Plan and Project Schedule. The quality and	3			
content of the Pre-Qualified Contractor's Project Work				
Plan and Project Schedule information. The narrative				
project work plan and project schedule are to be				
consistent and complementary and must be presented in				
an appropriate level of detail. This area of the Pre-				
Qualified Contractor's proposal must clearly demonstrate				
that the Pre-Qualified Contractor will be prepared to				
quickly undertake and successfully complete the required				
tasks.				
The Project Plan describes:				
Plan to produce effective documents  Plan to approach to deliverable as a vice as a set.				
Plan to complete deliverable requirements				
Primary tasks				
Length of each task  Plant to complete and task to make the final				
Plan to complete each task to meet the final				
deadline.				
The Project Schedule describes:				
<ul><li>Planning,</li><li>Goals,</li></ul>				
, and the second				
<ul> <li>Time for writing, editing, and revising</li> <li>Includes a document using MS Project or</li> </ul>				
compatible, grouping project elements that				
organizes and defines the total work scope of the				
project with each descending level representing				
an increasingly detailed definition of the project				
work.				
The Contingency Plan provides:				
Process to meet the Project Schedule, Project				
Milestones, and complete the deliverables				
according to schedule should staff fail in those				
requirements,				
<ul> <li>Includes alternative strategies to ensure project</li> </ul>				
success if specified risk events occur.				
For Optional Work (at ODE's discretion) - The Pre-	2			
Qualified Contractor must demonstrate this knowledge by				
providing two (2) project or Scopes of Work referencing				
examples that describe Procurement and Solicitation				
Assistance, including				
Requirements definition				
RFP development and publication				
RFP scoring criteria development				
RFP evaluation				
Contract SOW development	1			

**Price Performance Formula.** The evaluation team will rate the Proposals that meet the Mandatory Requirements based on the following criteria and respective weights.

Criteria	Percentage
Technical Proposal	70%
Cost Summary	30%

Technical Proposal Points	Pre-Qualified Contractor's Technical Proposal Points
The Pre-Qualified Contractor with the highest point total for the Technical	
Proposal will receive 700 points. The remaining Pre-Qualified Contractors	
will receive a percentage of the maximum points available based on the	
following formula:	
Technical Proposal Points = (Pre-Qualified Contractor's Technical Proposal	
Points/Highest Number of Technical Proposal Points) x 700	

Cost Summary Points	Pre-Qualified Contractor's Total Cost for Evaluation Purposes
The Pre-Qualified Contractor with the lowest proposed total cost for evaluation purposes will receive 300 points. The remaining Pre-Qualified Contractors will receive a percentage of the maximum cost points available based on the following formula:	
Cost Summary Points = (Lowest Total Cost for Evaluation Purposes/Pre- Qualified Contractor's Total Cost for Evaluation Purposes) x 300	

**Total Points Score:** The total points score is calculated using the following formula:

Total Points = Technical Proposal Points + Cost Summary Points