

**12-19-07 Cancelled Per Agency Request**

# **Program/Project Management Services Scope Statement**

**North Carolina Department of Public Instruction**

**NC Common Education Data Analysis and Reporting  
System (NC CEDARS)**

**Tracking Number TECH-003678**

**October 2007**

## Scope Statement

**Department/Agency:** Department of Public Instruction (DPI)

**Project Name:** **TECH-003678** – NC Common Education Data Analysis and Reporting System (NC CEDARS) Project Management

**Contact Email:** [MBeaver@dpi.state.nc.us](mailto:MBeaver@dpi.state.nc.us)

**Tech. Services Contract:** Attachment 12 – Major Project Implementation to Include Project Management

**Issue Date:** **October 25, 2007**

**Information Session:** There will be no information session for this scope statement.

**Deadline for Questions:** Questions will be accepted until **November 1, 2007 @ 2:00 PM ET** via Contact Email.

**Response Due Date:** **November 13, 2007 @ 5:00 PM ET**

**Delivery Instructions:** Mail Proposal to:  
Scope Statement No. **TECH-003678**  
Dept. of Public Instruction  
“NC CEDARS”  
Mike Beaver  
Purchasing & Agency Services  
6308 Mail Service Center  
Raleigh, NC 27699-6308

Delivery other than Mail:  
Scope Statement No. **TECH-003678**  
Dept. of Public Instruction  
“NC CEDARS”  
Mike Beaver  
Purchasing & Agency Services  
301 N. Wilmington Street  
Raleigh, NC 27601-2825

**Written questions** concerning the Scope Statement shall be received until 2:00 pm on the date indicated on the cover page. They must be sent via e-mail to: [MBeaver@dpi.state.nc.us](mailto:MBeaver@dpi.state.nc.us). Please insert "**TECH-003678 Questions**" in the subject matter of your e-mail. A summary of all questions and answers will be emailed to the eligible Vendors on Attachment 12.

Please do not mark your entire response as "Confidential and/or Proprietary." Only Vendor information referenced in the NC Information Technology General Terms and Conditions for Goods and Related Services, Section 17, "Confidentiality" may be confidential. Acceptance of proposals for evaluation when marked confidential or proprietary, or as exempt from disclosure under N.C. Public Records laws, shall not be constituted a determination by the State that any materials or information contained therein are exempt from disclosure.

**Addenda:** It is the Vendor's responsibility to ensure that all addenda have been reviewed, signed, and returned with the Vendor's response to this Scope Statement.

Submit two (2) signed printed originals, one (1) printed copy, and one (1) electronic copy of proposal in MS Word format on CD or diskette to facilitate distribution. The proposal shall contain an Execution Page signed by an authorized officer of the company, which can be found on page 25 of this Scope Statement.

## DEFINITIONS

**“Application”** – NC Common Education Data Analysis and Reporting System (NC CEDARS).

**“Business Day”** - Any single day of the business week, from Monday through Friday, except State holidays.

**“Business Hours”** - 7:30 AM to 6:00 PM.

**“Business Contact(s)”** - DPI employees assigned the task of working with the Contractor.

**“Client”**- Department of Public Instruction (DPI) employees from any agency or Division.

**“Contracted Vendor”** – the Vendor awarded the contract under this Scope Statement.

**“Contractor”** – the staff supplied by the Contracted Vendor for the fulfillment of this Contract.

**“Contract Amendment”** – A formal change to the agreement between DPI and the selected Vendor relating to this Contract.

**“Deliverable”** – any product or service to be provided by the contracted Vendor.

**“Department”** - The North Carolina Department of Public Instruction.

**“DPI Contract Administrator”** - The Division manager responsible for all matters relating to the daily operations of the project or service provided under this Contract.

**“DPI Contract Coordinator”** - The Division manager responsible for all matters relating to the Contract terms, including but not limited to billing receipt and invoice approval.

**“Enhancement/Development Initiative”** - a project to modify or expand an Application.

**“Longitudinal data system”** - A system that collects data over some period of time.

**“Parties”** - DPI and the selected Vendor collectively.

**“State”** - The State of North Carolina.

**“Third Party Vendors”** – Subcontractors the Contracted Vendor and/or DPI have identified as potential and/or existing business and information technology partners.

**“Vendor”** – Firms or companies that elect to submit proposals in response to this Scope Statement.

**“Vendor Contract Administrator”** - The Contracted Vendor’s representative having full authority to commit the Vendor on matters concerning the Contract.

**“Vendor Liaison”**-The Contracted Vendor’s designated primary contact for the DPI Contract Administrator.

**“Workload”** - The amount of work performed during a typical 12 month period.

## **ACRONYMS**

**“LDS”** – Longitudinal Data System

**“LEAs”** – Local Education Agency(s)

**“IT”** -- Information Technology

**“ITS”** -- The State of North Carolina’s Office of Information Technology Services

**“NC CEDARS”** – NC Common Education Data Analysis and Reporting System

**“NCDPI”** -- The NC Department of Public Instruction

**“PPM”** – Project Portfolio Manager Tool

**“SCR”** – Service/Change Request

**“SLA”** – Service Level Agreement

**“SOA”** – Service Oriented Architecture

**“SOW”** -- Statement of Work

**“USDOE”** -- The US Department of Education

**“XML”** – Extensible Markup Language

## **PURPOSE**

The purpose of this Scope Statement is to obtain a vendor to provide Program/Project Management services for implementation of a system for the NC Common Education Data Analysis and Reporting System (NC CEDARS) in the North Carolina Department of Public Instruction (NCDPI).

## **BUSINESS DESCRIPTION**

The North Carolina Department of Public Instruction (NCDPI) proposes to use the US Department of Education (USDOE) longitudinal data system (LDS) grant to accelerate its transition to a data-driven decision-making environment primarily to help improve student learning. This new environment, known as the NC

Common Education Data Analysis and Reporting System (NC CEDARS), will extract data from many business line systems to produce a secure, quality controlled data repository that teachers, principals, researchers and other educators can analyze with ease to use intelligence tools to meet their needs.

**Problem:** The large number of NCDPI applications, each with its own stand-alone point-to-point interface, results in perpetuating silos of redundant and inconsistent data. Databases frequently contain completely different database structures for storing the same type of information, as information technology (IT) staff, convention, and methods change over time. North Carolina education data is currently buried in a large number of disparate data silos which use various applications/proprietary data manipulation software, thus effectively precluding enterprise-wide data analysis. Data generated in one silo must be re-entered for inclusion in the programmed report of another.

**Solution:** Transparent and easy access to historical and current data from a variety of sources is critical for effective decision making. NCDPI data systems must be reconstituted to provide a single, enterprise-wide view, in accordance with the standards identified below. Significant IT cost savings (in the millions of dollars) are achievable when data-centric organizations, such as NCDPI, are relieved of the burden of costly in-house database programmers and developers who must perform manual queries, program reports, and develop the IT work-arounds required to accommodate data silos and system incompatibilities and redundancies.

The NC CEDARS LDS project will provide, for the first time, fully developed relational database integration coupled with metadata management, reporting, ad-hoc query, and user-friendly web-based functionality including state-of-the-art user-generated data storage, querying and reporting capabilities. In addition, this all-in-one solution will incorporate embedded analytics as well as SAS analytic tools. Analytical capabilities will be enhanced via Microsoft Office integration, enhanced visual development (dashboards), along with real-time updates and write-back capabilities.

NC CEDARS will incorporate Extensible Markup Language (XML)-enablement and web services in support of next-generation Service Oriented Architecture (SOA) enterprise implementation. SOA reduces the complications of self-contained silo systems and data through extreme decoupling: no application depends on any other but serves as a component within a network of modularized, interconnected services. The key to the success of this emerging network architecture paradigm is data integration, which must look beyond developer-centric needs and include data-centric approaches.

## **PROFESSIONAL SKILLS**

The following professional skills are required of the selected Vendor service filling the needs of this request:

- Ten years of general and progressively responsible project management experience managing information system design, development, and implementation for large systems (more than 1,200 users). PMP certification is preferred. Verification will be obtained through the PMI Online Credential Registry.
- Presentations: Preparation and Delivery
- Excellent Client Communications: Business and Technical
- Excellent Written Communications: Business and Technical
- Project Schedule and Budget Oversight
- Project Scope Management and Change Control Management
- Requirements Analysis and Gap Analysis
- System Design
- Negotiation
- Problem Management and System Troubleshooting
- Issue Identification, Mitigation, Escalation, and Resolution
- Action Item Identification, Tracking, and Resolution
- Ability to develop and recommend alternative approaches to meet project schedule and budget
- Detailed Status Reporting and Management Summary Status Reporting Skills
- Technical and Business Consultation
- Successful program/project management of three (3) or more data warehouse projects – each with at least a Total Cost of Ownership of \$6.M. These projects must be listed as references.

## **TECHNICAL SKILLS**

The following technical skills are required of the selected Vendor service filling the needs of this request:

- System Design and Configuration Skills
- User Interface Design and Ergonomics
- Tracking Design and Development to meet Detailed Requirements
- Application of business and system software upgrades
- Capacity Planning
- Configuration Management
- Software Release Management Tools familiarity: for example, Endeavor, Microsoft Visual Source Safe
- Data modeling familiarity
- Data Conversion Planning, Execution and Implementation
- At least 8 years experience with SAS data warehouse and business intelligence
- Business Client/ Technical Development Coordination
- Test Plan Development and Tracking Methodologies
- Quality Control and Quality Assurance Planning and Monitoring
- Client Training Coordination
- Minimum 5 years experience in the use of MS Project, Excel, Word, PowerPoint, and Visio
- Minimum 5 years experience in of software development technologies from construction through testing and debugging which may include, MS Visual Studio, JAVA, C, CICS, VSAM, DB2, Access, MS SQL, ORACLE, other relational databases and software development applications, testing tool software.



## **SCOPE OF WORK**

The NCDPI is seeking a Vendor to address and provide all requirements outlined in this Scope Statement. The proposed program/project manager shall report to the DPI Director of Policy and Strategic Planning or his designee for day-to-day supervision and for assignment and prioritization of tasks. The DPI Director of Policy and Strategic Planning or his designee may delegate this specific responsibility to one or more State staff.

Working with State personnel the Vendor shall provide all standard Program/Project Management deliverables which shall include but not be limited to the following:

- Identifying and managing all issues. All issues must be documented and tracked in the Issues Log.
- Developing and executing project plans, schedules and sub-project plans, which includes issue and risk management plans, change management plans, communications plans, and quality plans.
- Communicating with and collecting related subject materials from various IT and customer groups and personnel.
- A weekly status report shall be submitted to the DPI Contract Administrator by the Vendor Liaison or designee detailing progress, status, and all open issues or tasks by noon on Monday for the previous week. The format of this status report will be agreed upon between the DPI Director of Policy and Strategic Planning or his designee and the Contractor within two weeks following Contract execution.
- A monthly update, as specified by ITS, to the State's PPM Tool for project status is required to be completed by the program/project manager by the 10<sup>th</sup> of each month for the previous month's status.
- Monitoring progress of projects.
- Developing project reports.
- Providing exploratory analysis and fact finding of projects.
- Developing or assisting with the development of all documentation required for federal and state approvals, such as PPM reports.
- Project planning including, staff planning, budgeting and facilities planning.

- Providing ongoing capacity analysis and monitoring to ensure that sufficient resources are available for data storage and processing, including future capacity projections.
- Participating in DPI Quality Assurance and Security reviews as requested by the DPI Contract Administrator.
- Conducting and/or participating in other meetings as requested by the DPI Contract Administrator and/or Clients.
- Interacting with the DPI Director of Policy and Strategic Planning, DPI CIO, DPI CFO, DPI PMO, DPI Contract Administrator, Clients, Third Party Vendors, ITS and all other parties deemed necessary to provide support for the project.
- Conducting and/or participating in Client meetings: scheduling and planning meetings, preparing agendas and other materials, and preparing/distributing minutes within three (3) Business Days of such meetings. At a minimum, the meetings will occur monthly as needed.
- Providing technical expertise.
- Ensuring proper stakeholder involvement.
- Guiding the direction of the project, including coordination between the various stakeholder and technical groups.
- Coordinating and providing oversight of planning and implementation of environments.
- Reviewing all documents and deliverables as requested by DPI management.
- Coordinating validation and certification of projects.
- Providing oversight of technical architecture issues, SLAs, development issues, testing and acceptance issues, etc.
- Coordinating, identifying, analyzing, and resolving all issues and risks concerning project items.
- Researching, analyzing and making recommendations for integration, data conversion, and implementation issues.
- Coordination of training on environments; and assisting users with questions/issues.

- Reviewing all materials regarding system functionality for assigned program areas.
- Preparing written comments and changes regarding functionality for assigned program areas.
- Communicating with business experts to clarify policy or procedural issues.
- Participating in testing efforts.
- Maintaining communication with Project Team regarding requirements, detail design, and other deliverables.
- Preparing and editing project deliverables, SOW, Implementation plans, design plans, and matrices.
- Reviewing requirements changes and other materials.
- Preparing presentations and internal/external communications.
- Logistical scheduling for training or other meetings, as needed.
- Coordinate and assist in preparation of technical documentation and instructions for hardware/software installation.
- Maintain records of tested applications and hardware.
- Forecasting and planning for future project rollout numbers and impacts.
- Development of policies and procedures.
- Invoice review validation.

At least every two weeks, the DPI Director of Policy and Strategic Planning or his designee will review the prior week's deliverables for quality and timeliness and shall document all unresolved issues. The DPI Director of Policy and Strategic Planning or his designee will work with the Vendor and mutually agree upon a plan of action to resolve any deficiencies.

## **ROLES AND RESPONSIBILITIES**

### **The DPI Contract Coordinator shall:**

- Ensure all Contract instruments are appropriately executed.
- Review and approve any Contract changes prior to implementing.
- Review and approve invoices and any adjustments to invoices.
- Research and analyze all factors to develop recommendations to address contract clarifications and disputes.

### **The DPI Contract Administrator shall:**

- Participate in status meetings.
- Provide subject matter expertise.
- Participate in work sessions for the development of the detailed Conversion and Implementation requirements.
- Review project deliverables and provide feedback or approval to the DPI Director of Policy and Strategic Planning or his designee.
- Obtain sign off from the DPI Director of Policy and Strategic Planning on Contractor deliverables.
- Obtain sign off from Business Contacts and others as needed.
- Assist in ensuring that the Contractor's fulfillment of the requirements of each milestone or deliverable is properly documented.
- Assist in ensuring that the Contractor's meeting of each performance deadline is properly documented.
- Assist in ensuring that each deliverable's acceptance is properly documented by DPI.

### **The DPI Director of Policy and Strategic Planning or his designee shall:**

- Participate in status meetings as needed.
- Provide subject matter expertise as needed.

- Participate in work sessions for the development of the detailed Conversion and Implementation requirements as needed.
- Review project deliverables and provide feedback or approval to the Vendor Contract Administrator, Vendor Liaison and DPI Contract Administrator.
- Sign off on Contractor deliverables.
- Determine whether and ensure that the Contractor's fulfillment of the requirements of each milestone or deliverable is properly documented.
- Determine whether and ensure that the Contractor's meeting of each performance deadline is properly documented.

**The Business Contacts shall:**

- Participate in status meetings as needed.
- Provide subject matter expertise.
- Participate in work sessions, as necessary.
- Review Project deliverables and provide feedback or approval to the DPI Contract Administrator or designee.
- Sign off on deliverables.
- Provide existing documents to the Contracted Vendor.
- Make recommendations to DPI Contract Administrator or designee concerning the project deliverables.

**The Vendor Contract Administrator shall:**

- Have full authority to commit the Contracted Vendor on matters concerning the Contract, including but not limited to: invoices, negotiating and taking all actions necessary to ensure Contract compliance and proper performance for all tasks.
- Notify the DPI Contract Administrator pertaining to any Contract issues, verbally and in writing, when the Contractor discovers any problem(s) that may jeopardize the successful or timely completion of tasks or deliverables.

**The Vendor Liaison shall:**

- Notify the DPI Contract Administrator, verbally and in writing, when the Vendor Contract Administrator and/or Resource discover any problem(s) that may jeopardize the successful or timely completion of tasks and deliverables.
- Have the responsibility to ensure Vendor compliance with the Contract and tasks detailed in the approved project work plan.

**The Vendor shall:**

- Be the Program/Project Manager for the State's responsibility for the NC CEDARS implementation and operations/maintenance project phases.
- Develop and submit all Project Management Deliverables as required by this Contract (see Scope of Work starting on Page 9).
- Meet the schedules and milestones as defined in the project work schedules that will be developed during the Planning and Design Phase of the projects.
- Participate in meetings as requested.
- Provide support to resolve any known problems and issues as reported by DPI.
- Provide assistance in cross training of State employees when needed.

**OTHER REQUIREMENT AND SPECIAL TERMS**

**VERIFICATION OF VENDOR CONTACT INFORMATION**

Within five (5) Business Days after the effective date of the Contract between the Contracted Vendor and the State, the Contracted Vendor shall submit to the DPI Director of Policy and Strategic Planning or his designee, written verification of the current street addresses, mailing addresses, telephone numbers, fax numbers and e-mail addresses of the Vendor Contract Administrator and the Vendor Liaison named in the Vendor's proposal.

**REASSIGNMENT AND REPLACEMENT OF VENDOR PERSONNEL**

The Contracted Vendor shall not reassign or replace any personnel working on the project without first obtaining the DPI Contract Administrator's approval. DPI reserves the right to deny any request for reassignment or replacement. Reassignment and replacement shall not normally be permitted unless such

substitutions are necessitated by an individual's sudden illness, death, or termination, changed work requirements, or substandard employee performance.

The Contracted Vendor shall submit all requests for reassignment or replacement of personnel to the DPI Contract Administrator at least fifteen (15) calendar days before the proposed effective date of the change unless the change were due to sudden illness or death of the current personnel. Each request shall provide a detailed explanation of the circumstances necessitating the proposed reassignment or replacement. The DPI Director of Policy and Strategic Planning or his designee will issue a written decision within fifteen (15) calendar days of receipt of the request. The State reserves the right to interview proposed replacement personnel, contact references and conduct background checks.

The State reserves the right to require the Contracted Vendor to reassign or replace employees who are deemed incompetent, careless, unsuitable or otherwise objectionable in the State's sole discretion, or whose continued assignment to any task under this Contract is deemed contrary to the best interests of the State. All such requests shall be made in writing by the DPI Director of Policy and Strategic Planning or his designee.

#### **TRANSITION ASSISTANCE PRIOR TO CONTRACT EXPIRATION OR TERMINATION**

The Parties agree that if the Contract resulting from this Scope Statement is not renewed at the end of the applicable term, or is terminated prior to its expiration, for any reason, the Contracted Vendor must provide, twelve (12) weeks of transition assistance to DPI to allow for the expired or terminated portion of the Contract services to facilitate the orderly transfer of such services to DPI or its designee(s) without interruption. Such transition assistance will be deemed by the Parties to be governed by the terms and conditions of this Contract, notwithstanding the expiration or termination, except for those Contract terms or conditions that do not reasonably apply to such transition assistance. If DPI terminates this Contract for cause, DPI may off-set the cost of transition assistance with any damages that may have been suffered by DPI as a consequence of the Contracted Vendor's breach.

The Contracted Vendor shall develop a written Transition Plan as determined in the agreed work schedule. The Contracted Vendor must obtain DPI's written approval of the plan one week prior to the commencement of the twelve (12) week transition assistance period and before the plan is implemented.

#### **OWNERSHIP OF PROJECT MATERIALS AND DELIVERABLES**

All materials, including software, data, and documentation created during the performance or provision of services hereunder is the property of the State of North Carolina and must be kept confidential, returned to the Department, or

destroyed. Proprietary vendor materials shall be identified to the State by the vendor prior to use or provision of services hereunder and shall remain the property of the vendor. Derivative works of any vendor proprietary materials prepared or created during the performance of provision of services hereunder shall be subject to a perpetual, royalty free, nonexclusive license to the State.

### **CONFIDENTIALITY**

In accordance with 9 NCAC 6B.0207 and 6B.1001 and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1 et. seq. Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2. Under no circumstances shall price information be designated as confidential. Vendor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "CONFIDENTIAL". By so marking any page, the Vendor warrants that it has formed good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. The State may serve as custodian of Vendor's confidential information and not as an arbiter of claims against Vendor's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel the State to disclose information marked confidential, the Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. In any event, the State shall have no liability to Vendor with respect to the disclosure of Vendor's confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9.

### **NO CONFLICT OF INTEREST STATEMENT**

Vendors must certify in their response that neither they, nor any of their personnel who may provide services under any awarded contract, have a conflict of interest as defined or described in NC General Statute 14-234; and that bidder (including past or present staff) has not participated in prior work with the State that would bias the work of the project and/or create real or perceived questions regarding the veracity, integrity or trustworthiness of the work, including findings and recommendations. Also the bidder (including past and present staff) has no preexisting disposition on any finding or recommendation that comes from a



vested interest in an particular technology, service or product or an emotional investment in the project or its results.

**VENDOR UTILIZATION OF WORKERS OUTSIDE U.S.**

- In accordance with Executive Order #60, the Vendor must detail in the bid response, the manner in which it intends to utilize resources or workers located outside of the United States. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor's proposal. The Vendor shall provide the following for any proposal or actual utilization or contract performance outside of the United States:

- a. The location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the contract.
- b. The corporate structure and location of corporate employees and activities of the Vendors, its affiliates or any other subcontractors.
- c. Notice of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under a state contract outside of the United States.
- d. Any Vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

**Confidentiality of Data and Information:**

- a) The Vendor shall protect the confidentiality of all information, data, instruments, studies, reports, records and other materials provided to it by the State or maintained or created in accordance with this Agreement. No such information, data, instruments, studies, reports, records and other materials in the possession of Vendor shall be disclosed in any form without the prior written consent of the State. The Vendor will have written policies governing access to and duplication and dissemination of all such information, data, instruments, studies, reports, records and other materials.
- b) All project materials, deliverables, including software, data, and documentation created during the performance or provision of services hereunder is the property of the State of North Carolina and must be kept confidential or returned to NCDPI, or destroyed with an acceptable certification of destruction provided to NCDPI, or designee. Proprietary Vendor materials shall be identified to the State by Vendor prior to use or provision of services hereunder and shall remain the property of the Vendor. Derivative works of any Vendor proprietary materials prepared or created during the performance of provision of services hereunder shall be subject to a perpetual, royalty free, nonexclusive license to the State.

**Personnel, Facilities, And Records**

Unless otherwise provided by the Department, the Vendor shall furnish all necessary personnel, services, and otherwise perform all acts, duties and responsibilities necessary or incidental to the accomplishment of the tasks specified in this Agreement. The Vendor shall be legally and financially responsible for its personnel including, but not limited to, any deductions for social security and other withholding taxes required by State or federal law. The Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Department's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Vendor's proposal.

**Conflict Between Terms In Technical Services Contract** – In the event of any conflict between the terms set forth herein and the terms set forth in Exhibit 3 of the ITS-000748 Technical Services Contract, the terms set forth herein shall prevail.

**Personal Services**

The State shall have and retain the right to obtain personal services of any individuals providing services under this Contract. This right may be exercised at the State's discretion in the event of any transfer of the person providing personal services, termination, default, merger, acquisition, bankruptcy or receivership of the Vendor to ensure continuity of services provided under this Contract. Provided, however, that the Agency shall not retain or solicit any Vendor employee for purposes other than completion of personal services due as all or part of any performance due under this Contract.

a) Vendor personnel shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work. NCDPI will furnish any equipment, furniture, and office space necessary for the Vendor to comply with this Agreement.

b) The State has and reserves the right to disapprove the continuing assignment of Vendor personnel provided by Vendor under this Contract. If this right is exercised and the Vendor is not able to replace the disapproved personnel as required by the State, the parties agree to employ good faith efforts to informally resolve such failure equitably by adjustment of other duties, set-off, or modification to other terms that may be affected by Vendor's failure.

c) Vendor will make every reasonable effort consistent with prevailing business practices to honor the specific requests of the State regarding assignment of Vendor's employees. Vendor reserves the sole right to determine the assignment of its employees. If one of Vendor's employees is unable to perform due to illness, resignation, or other factors beyond Vendor's control, Vendor will provide suitable personnel at no additional cost to the State.

d) This Contract shall not prevent Vendor or any of its personnel supplied under this Contract from performing similar services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:

- i) Such use does not conflict with the terms, specifications or any amendments to this Contract, or
- ii) Such use does not conflict with any procurement law, regulation or policy, or
- iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel.

e) Responsibilities of the State:

- i) Any special requirements in addition to the specifications shall be identified in a statement of work, made in writing, and annexed to the Contract.
- ii) The State will provide the information, data, documentation, test data, and other items or materials necessary, in its opinion, to facilitate Vendor's performance of the Contract.

f) Vendor shall provide written notice of any delay or failure of the State under (a) or (b) above.

### **Unanticipated Work**

In the event that additional work must be performed that was wholly unanticipated, and that is not specified in this Contract, but which in the opinion of both parties is necessary to the successful accomplishment of the contracted scope of work, the procedures outlined in this article will be followed. For each item of unanticipated work, Vendor shall prepare a work authorization in accordance with the State's practices and procedures.

- a) It is understood and agreed by both parties that all of the terms and conditions of this Contract shall remain in force with the inclusion of any work authorization. A work authorization shall not constitute a contract separate from this Contract, nor in any manner amend or supersede any of the other terms or provisions of this Contract or any amendment hereto.
- b) Each work authorization shall comprise a detailed statement of the purpose, objective, or goals to be undertaken by Vendor, the job classification or approximate skill level or sets of the personnel required, an identification of all significant material then known to be developed by Vendor's personnel as a Deliverable, an identification of all significant materials to be delivered by the State to Vendor's personnel, an estimated time schedule for the provision of the services by Vendor, completion criteria for the work to be performed, the name or identification of Vendor's personnel to be assigned, the Vendor's estimated work hours required to accomplish the purpose, objective or goals, the Vendor's billing rates and units billed, and the Vendor's total estimated cost of the work authorization.

- c) All work authorizations must be submitted for review and approval by the procurement office that approved the original Contract and procurement. This submission and approval must be completed prior to execution of any work authorization documentation or performance there under. All work authorizations must be written and signed by Vendor and the State prior to beginning work.
- d) The State has the right to require Vendor to stop or suspend performance under the "Stop Work" provision herein.
- e) Vendor shall not expend Personnel resources at any cost to the State in excess of the estimated work hours unless the procedure below is followed:
  - i) If, during performance of the work, the Vendor determines that a work authorization to be performed under this Contract cannot be accomplished within the estimated work hours, the Vendor will be required to complete the work authorization in full. Upon receipt of such notification, the State may:
    - (1) Authorize the Vendor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the work authorization, or
    - (2) Terminate the work authorization, or
    - (3) Alter the scope of the work authorization in order to define tasks that can be accomplished within the remaining estimated work hours.
- f) The State will notify Vendor in writing of its election within fourteen (14) calendar days after receipt of the Vendor's notification. If notice of the election is given to proceed, the Vendor may expend the estimated additional work hours or services.

### **Stop Work Order**

The State may issue a written Stop Work Order to Vendor for cause at any time requiring Vendor to suspend or stop all, or any part, of the performance due under this Contract for a period up to 90 days after the Stop Work Order is delivered to the Vendor. The 90-day period may be extended for any further period for which the parties may agree.

- a) The Stop Work Order shall be specifically identified as such and shall indicate that it is issued under this term. Upon receipt of the Stop Work Order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work suspension or stoppage. Within a period of 90 days after a Stop Work Order is delivered to Vendor, or within any extension of that period to which, the parties agree, the State shall either:
  - i) Cancel the Stop Work Order,

- ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Vendor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
  - i) The Stop Work Order results in an increase in the time required for, or in the Vendor's cost properly allocable to the performance of any part of this Contract, and
  - ii) The Vendor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for Convenience of the State, the State shall allow reasonable direct costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Vendor for loss of profits because of a Stop Work Order issued under this term.

### **CONTRACT TERM**

The Vendor must be prepared to deliver all services listed in this document upon the awarding of the Scope Statement. The term of this contract shall be from the date of award until June 30, 2008. The vendor must begin work immediately upon award. The State retains the option to extend this contract for one additional 12-month period.

### **VENDOR EVALUATION AND SELECTION CRITERIA**

The evaluation and vendor selection process will be based on "best value". The particular procurement methods used are selected so as to result in the best buy for the State in terms of the function to be performed. Competitive Best Value Procurement allows for the use of alternate competitive purchasing techniques in addition to low price analysis in the selection of supply sources determined to represent best value. In this particular procurement, a trade-off method of source selection will be utilized. Proposals will be evaluated based on the criteria listed below. Evaluation methodology shall be in accordance with Title 9 of the NCAC Subchapter 06B, Section .0302, or corresponding section of any future NC Administrative Code. The state may elect to conduct negotiations with one or more vendors and make requests of vendors as may be necessary or proper for best and final offers.

The state may, at its option and after evaluating all proposals, select a number of preliminary vendors whose proposal rates above the others. The references of the selected preliminary vendors will be contacted. The results from the reference check will be used to adjust the qualification score. The following evaluation criteria are listed below in order of importance with their weighted value:

- **Qualifications (50%):** The firm's qualifications to perform the work required for this Scope Statement based on references, methodology and tools, and Vendor's key personnel and their qualifications and experience. Vendor must demonstrate qualifications, relative experience, and staff with appropriate skills.
- **Proposal (25%):** Clear and concise proposal describing services to be provided. Proposed management plan and approach and the proposal to be in the format indicated in this Scope Statement. Vendor must demonstrate understanding and willingness to comply or satisfy all deliverables and expectations.
- **Cost (25%):** This project requires a bid with a not-to-exceed amount. The cost schedule must include two items:
  - A. **Not to exceed bid amount.** This amount will be used in the evaluation criteria in selecting the awarded vendor.
  - B. **Single hourly rate.** This rate will apply to all work efforts, regardless of type or complexity. Also, it will apply to all vendor personnel, regardless of required skill or experience levels. The single hourly rate will cover all costs, including direct and overhead expenses. Travel, per diem and other miscellaneous costs will be absorbed in the single rate. Only one (1) single hourly rate will be accepted, and that rate must apply to all persons and all work times (i.e., person-hours). No limitations on or variations of the single hourly rate will be accepted (such as tiered rates or maximum/minimum number of hours for a rate).

## PROPOSAL SUBMISSION

- Vendors are urged to submit a proposal for establishing and performing the services described herein. All proposals must be submitted in strict accordance with the requirements for the Scope Statement. Failure to furnish any required information with your proposal is grounds for rejection, at the option of the State.
- Each offeror shall demonstrate in its proposal that the firm and its management and employees are experienced and competent, and that it

has the background, training and experience to perform the services required by the Contract.

- All proposals must be received by the Department no later than the date and time specified on the cover sheet of this Scope Statement. Refer to the cover sheet for specific mailing and delivery instructions.
- At that date and time, the package containing the proposals from each responding firm will be publicly opened.

## **PROPOSAL CONTENT**

It is **MANDATORY** that the following outline be used for the proposal:

- A brief narrative statement that addresses the experience of the Vendor as it relates to the requirements of this Scope Statement.
- A resume, in the format as included in Attachment B on Page 28, of the proposed program/project manager(s) that are being submitted for the proposal. A mandatory qualification is demonstrated successful program/project management of three (3) data warehouse projects – each with at least a Total Cost of Ownership of \$6.M. These projects should be listed as references.
- A list of three professional client references, including a description of scale and scope of work performed by the Vendor, which demonstrates the Vendor's experience in work similar in scope and size to that described in this Scope Statement. This information must include the reference company name, address, phone number, contact name, and contact's role/title.
- Identify the key personnel who shall be involved in this service. Include a summary of their professional credentials and experience, and describe any background verification, confidentiality agreements, and/or employment screenings the company conducts to ensure quality and confidentiality. If the use of subcontractors is expected, the same information is required.
- Identify the appropriate service manager for escalation and discussion of issues and concerns. Provide an overview of the escalation process for the Department to use.
- This project requires a total not-to-exceed bid amount for providing the deliverables. This amount will be used in the evaluation criteria in selecting the awarded Vendor. The bid amount will cover all costs, including direct and indirect expenses. Travel, per diem and other

miscellaneous costs must be included in the applicable bid amount. See Attachment A -- Cost Template on Page 27.

- Statement of No Conflict of Interest
- The Execution of Scope Statement on Page 25 of this Scope Statement must be included in your response and be signed by an individual authorized to legally bind the company.



**EXECUTION OF THE SCOPE STATEMENT**

**By signing the below, the Offeror certifies that:**

- This Scope Statement Response was signed by an authorized representative of the Offeror.
- This Scope Statement Response was not derived through any acts of collusion as stated in NCGS 147-33.100.
- The Offeror agrees to all the mandatory terms and conditions and agrees to pay the 2% administrative fee to ITS per Section I, Paragraph B of the ITS Technical Services Contract.
- The Offeror agrees to abide by all State CIO Policies, Standards and Procedures and in addition, adhere to the Statewide Technical Architecture.

Therefore in compliance with the foregoing Scope Statement and subject to all terms and conditions of the ITS Technical Services Contract, including all exhibits, the undersigned offers and agrees to furnish the services set forth in the Scope Statement if the Scope Statement Response is accepted by the State.

**Failure to execute/sign scope statement prior to submittal shall render it invalid. Late bids are not acceptable.**

<b>Bidder:</b>		<b>Federal ID/Social Security #</b>
<b>Street Address:</b>		<b>PO Box</b>
<b>City, State:</b>	<b>ZIP:</b>	<b>Telephone #</b>
<b>Type/Print Name &amp; Title of Person Signing:</b>		<b>FAX #:</b>
<b>AUTHORIZED SIGNATURE:</b>	<b>Date:</b>	<b>E-Mail:</b>

Acceptance by Department is contingent upon ITS approval of the Department's recommendation of award. This contract award was approved by ITS on \_\_\_\_\_, 2007, as indicated by attached certification letter from ITS. **ACCEPTANCE OF SCOPE STATEMENT RESPONSE**

If any or all parts of this scope are accepted, an authorized representative of the Department of Public Instruction shall affix their signature hereto and this document along with the provisions of the Umbrella Contract shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful offeror(s).

**FOR NCDPI USE ONLY**

*Offer accepted this \_\_\_ day of \_\_\_\_\_, 2007, as indicated on attached certification or purchase order, By \_\_\_\_\_  
(Authorized representative of NCDPI)*

(The remainder of this page is intentionally blank.)

**Attachment A -- Cost Template**

Vendor must use the following template for submitting their cost information.

**Program/Project Management Services**

In the table below enter hourly rate for each proposed staff you are submitting in response to this RFP, which meets the qualifications described in the Scope of Work as noted on Page 9. This project requires a total not-to-exceed bid amount for providing the deliverables. This amount will be used in the evaluation criteria in selecting the awarded Vendor. The bid amount will cover all costs, including direct and indirect expenses. Travel, per diem and other miscellaneous costs must be included in the applicable bid amount.

<b>Hourly Rate</b>	<b>Total Not to Exceed Cost</b>
\$	\$

**Attachment B  
Individual's Name**

**EDUCATION:**

List degrees in order of highest to lowest in the following format.

<b>School Name</b>	<b>Curriculum</b>	<b>Year Awarded</b>
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**EXPERIENCE:**

List experience. Use the following format.

<b>Organization</b>	<b>Position in organization</b>	<b>Start Date (YYYY) – End date (YYYY)</b>
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Narrative of responsibilities.

**PROFESSIONAL ORGANIZATIONS**

List membership in professional organizations.

**PROFESSIONAL APPOINTMENTS AND CERTIFICATIONS**

List any appointments or certifications (with year(s)).

**PROFESSIONAL DEVELOPMENT AND TRAINING**

List any professional courses or training (include date(s)).