

# STATE OF COLORADO CONTRACT




## COVER PAGE

<b>State Agency</b> Colorado Department of Education	<b>CMS Contract Number</b> 161557
<b>Contractor</b> AnLar, LLC	<b>CORE Encumbrance Number</b> CT 2021-0569
<b>Contract Maximum Amount</b> Initial Term / Start-Up Period: Effective Date – June 30, 2021 \$2,486,435	<b>Contract Administrator</b> Heidi Derr
Extension Terms: July 1, 2021 – June 30, 2022 \$421,000 July 1, 2022 – June 30, 2023 \$432,367 July 1, 2023 – June 30, 2024 \$444,041 July 1, 2024 – June 30, 2025 \$456,030 July 1, 2025 – June 30, 2026 \$468,343 July 1, 2026 – June 30, 2027 \$480,988 July 1, 2027 – June 30, 2028 \$493,975 July 1, 2028 – June 30, 2029 \$507,312 July 1, 2029 – June 30, 2030 \$521,010 July 1, 2030 – June 30, 2031 \$535,077	<b>Contract Performance Beginning Date</b> The later of the Effective Date or July 1, 2020
<b>Total for All Contract Years</b> \$7,246,578	<b>Initial Contract Expiration Date</b> June 30, 2021
<b>Contract Authority</b> Solicitation No. RFP DAAA 2020000016	
<b>Contract Purpose</b> Contractor will build and maintain a custom IEP System and data monitoring system (DMS) for CDE's Exceptional Student Services Unit that allows special education service providers to create and document legally-compliant IEPs and provides CDE and field users with data monitoring and reporting functionalities related to special education. The IEP System and DMS will be operational by July 1, 2021, with additional modules for the Office of Gifted Education and Federal Programs Unit to be contracted for at a later date, subject to legislative appropriation and program discretion.	
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> <li>Exhibit A – Statement of Work</li> <li>Exhibit B – Deliverables &amp; Annual Costs</li> <li>Exhibit C – Information Technology Provisions</li> <li>Exhibit D – Education Data Privacy Provisions</li> <li>Exhibit E – Federal Provisions</li> <li>Exhibit F – Sample Option Letter</li> </ol> In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none"> <li>Exhibit E – Federal Provisions</li> <li>Colorado Special Provisions in § 18 of the main body of this Contract</li> <li>Exhibit C – Information Technology Provisions</li> <li>Exhibit D – Education Data Privacy Provisions</li> <li>The provisions of the other sections of the main body of this Contract</li> <li>Exhibit A – Statement of Work</li> <li>Exhibit B – Deliverables &amp; Annual Costs</li> <li>Exhibit F – Sample Option Letter</li> </ol>	
<b>Principal Representatives</b> For the State: Paul Foster, Executive Director CDE Exceptional Student Services Unit 1560 Broadway, Suite 1100 Denver, Colorado 80202 <a href="mailto:Foster_P@cde.state.co.us">Foster_P@cde.state.co.us</a>	
For Contractor: Tate Gould AnLar, LLC 1560 Wilson Blvd, Suite 250 Arlington, VA 22209 <a href="mailto:tgould@anlar.com">tgould@anlar.com</a>	

## SIGNATURE PAGE

### THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

<p style="text-align: center;"><b>CONTRACTOR</b> AnLar, LLC By: Tate Gould, CEO</p> <p style="text-align: center;">DocuSigned by: </p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p style="text-align: center;">6DC2C7E7B13747C... Signature</p> <p style="text-align: center;">Date: <u>9/22/2020</u></p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Colorado Department of Education By: Katy Anthes, Ph.D., Commissioner</p> <p style="text-align: center;">DocuSigned by: </p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p style="text-align: center;">3ACBA8ED0D644D0... Signature</p> <p style="text-align: center;">Date: <u>9/22/2020</u></p>
<p style="text-align: center;">In accordance with § 24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b> By: Joe Weber, Central Contracts Specialist, State Purchasing and Contracts Office</p> <p style="text-align: center;">DocuSigned by: </p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p style="text-align: center;">AE2B5FC1373241D... Signature</p> <p style="text-align: center;">Effective Date: <u>9/22/2020</u></p>	

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### 1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the "Contractor"), and the State of Colorado acting by and through the State agency named on the Cover Page for this Contract (the "State"). Contractor and the State agree to the terms and conditions in this Contract.

### 2. TERM AND EFFECTIVE DATE

#### A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

#### B. Initial Term

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms – State’s Option

The State, at its discretion, and subject to receipt of sufficient funding, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed eleven years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§15**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for Breach of Contract by Contractor, which shall be governed by **§13.A.i**.

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§15**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in **§13.A.i.a**.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor’s obligations, provided that the sum of any

and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Breach of Contract”** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **“Business Day”** means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1), C.R.S.
- C. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the State.
- D. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- E. **“Contract”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- F. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- H. **“Deliverable”** means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor’s Work that is intended to be delivered to the State by Contractor.
- I. **“End of Term Extension”** means the time period defined in §2.D.
- J. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
- K. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- L. **“Extension Term”** means the time period defined in §2.C.

- M. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- O. **“Initial Term”** means the time period defined in §2.B.
- P. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- Q. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.
- R. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- S. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- T. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- U. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- V. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- W. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- X. **“State Records”** means any and all State data, information, and records, regardless of physical form.
- Y. **“Subcontractor”** means any third party engaged by Contractor to aid in performance of the Work.
- Z. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- AA. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- BB. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### 4. **STATEMENT OF WORK**

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

#### 5. **PAYMENTS TO CONTRACTOR**

##### A. **Maximum Amount**

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

##### B. **Payment Procedures**

##### i. **Invoices and Payment**

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibits A and B.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed

by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Contract.

- ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

- iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

- iv. Available Funds – Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

## 6. REPORTING – NOTIFICATION

### A. Quarterly Reports

In addition to any reports required pursuant to §17 or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis,



a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

**B. Litigation Reporting**

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Contract.

**C. Performance of Services Outside the State of Colorado or the United States, §24-102-206, C.R.S.**

**i. Performance Outside the State of Colorado**

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **§15** and in form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado, or its execution of an agreement with a Subcontractor to perform Services outside the State of Colorado. Such notice shall specify the type of Services to be performed outside the State of Colorado and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a Breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

**ii. Performance Outside of the United States**

Contractor shall request written approval from the State, acting through the Office of Information Technology, for Contractor to perform, or subcontract to perform, Services outside the United States. The State may approve or deny such request within the State's sole discretion, whether or not services outside the United States are prohibited or restricted by the Statement of Work or by any Exhibit attached to this Contract. Following written approval from the State, Contractor shall comply with the notice provisions for performance outside the State of Colorado. Any notice provided to the State by Contractor regarding performance outside the United States shall be deemed ineffective if the State has not granted prior written approval for such performance.

**7. CONTRACTOR RECORDS**

**A. Maintenance**

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to

occur of: **(i)** the date three years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the “Record Retention Period”).

**B. Inspection**

Contractor shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

**C. Monitoring**

The State, the federal government, and any other duly authorized agent of a State or federal governmental agency, in its discretion, may monitor Contractor’s performance of its obligations under this Contract using procedures as determined by the State or that governmental entity. The State shall monitor Contractor’s performance in a manner that does not unduly interfere with Contractor’s performance of the Work.

**D. Final Audit Report**

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor’s records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

**8. CONFIDENTIAL INFORMATION – STATE RECORDS**

**A. Confidentiality**

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information, attached to this Contract as an Exhibit if applicable; **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI; and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and in accordance with the HIPAA Business Associate Agreement attached to this Contract as an Exhibit if applicable. Contractor shall immediately forward any request or demand for State Records to the State’s Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns, and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Contractor shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

**9. CONFLICTS OF INTEREST**

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest such as those described in subparagraph A above shall be harmful to the State’s interests. Absent the State’s prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor’s obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the actual or apparent conflict constitutes a Breach of Contract.

D. Contractor acknowledges that all State employees are subject to the ethical principles described in § 24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of § 24-18-105, C.R.S. with regard to this Contract. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Contractor employs or contracts with any State employee, any former State employee within six months following such employee’s termination of employment with the State, or any immediate family member of such current or former State employee. Contractor shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Contract. Contractor may also be subject to such penalties as are allowed by law.

**10. INSURANCE**

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

H. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance

or self-insurance program carried by Contractor or the State.

**I. Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§15** within seven days of Contractor's receipt of such notice.

**J. Subrogation Waiver**

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**K. Public Entities**

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

**L. Certificates**

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

**11. LIMITATION OF CONTRACTOR'S LIABILITY TO STATE**

The liability of Contractor, its Subcontractors, and their respective personnel to the State for any claims, liabilities, or damages relating to this Contract shall be limited to damages, including but not limited to direct losses, consequential, special, indirect, incidental, punitive or exemplary loss, loss of State Records or unauthorized disclosure of State Confidential Information, not to exceed three (3) times the Maximum Amount payable by the State under this Contract.

No limitation on Contractor's liability to the State under this Section shall limit or affect:

- A. Contractor's indemnification obligations to the State under this Contract;
- B. Any claims, losses, or damages for which coverage is available under any insurance required

under this Contract;

- C. Claims or damages arising out of bodily injury, including death, or damage to tangible property of the State; or
- D. Claims or damages resulting from the recklessness, bad faith, or intentional misconduct of Contractor or its Subcontractors.

## **12. BREACH OF CONTRACT**

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §13 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

## **13. REMEDIES**

### **A. State's Remedies**

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §12, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

#### **i. Termination for Breach of Contract**

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

#### **a. Obligations and Rights**

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver a copy of all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received, partial or complete, as of the date of termination. The State shall determine in its sole discretion whether to accept partially completed Work. The parties shall negotiate in good faith regarding the amount of payment for partially completed Work based on the value to the State and the percentage of the total deliverable/Work completed. Any failure to reach an amount shall be subject to the terms and conditions of this Contract including, without limitation, the dispute resolution provisions of Section 14. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the State; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless,



insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §12 and the dispute resolution process in §14, shall have all remedies available at law and equity.

## 14. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

## 15. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal

representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

## **16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

### **A. Work Product**

#### **i. Copyrights**

The State agrees that the Work Product is not a Work for Hire under U.S. Copyright Law and Contractor at all times retains all rights in and to the Work Product. Notwithstanding the foregoing, Contractor hereby grants to the State a nonexclusive, perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, and create derivative works of the Work Product, solely for the use of the State of Colorado and all end users of the Work Product, including BOCES, AUs, LEAs, administrators, educators, special education service providers, parents, and students, for the purposes described in Exhibit A.. The State may not assign or license its rights under this license. For the purpose of clarity, the State may not transfer, distribute, or sell, in whole or in part, the Work Product. Notwithstanding the foregoing, the parties' acknowledge their respective obligations to comply with federal law.

### **B. Exclusive Property of the State**

Except to the extent specifically provided elsewhere in this Contract, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause, or permit State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all State Materials to the State in a form and manner as reasonably requested by the State.

### **C. Exclusive Property of Contractor**

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable, as well as all intellectual property rights in the Work Product (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

## **17. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be

governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

## **18. GENERAL PROVISIONS**

### **A. Assignment**

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

### **B. Subcontracts**

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

### **C. Binding Effect**

Except as otherwise provided in **§18.A**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

### **D. Authority**

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

### **E. Captions and References**

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### **F. Counterparts**

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

### **G. Entire Understanding**

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied

herein.

#### H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

#### I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

#### J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

#### K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

#### L. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

#### M. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of this Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

#### N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§18.A**, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract with the same professional care, skill and diligence as is provided by those in Contractor's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

T. Indemnification

i. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of **§8** may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of **§8**.

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.

**19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all contracts except where noted in italics.

**A. STATUTORY APPROVAL – §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

**B. FUND AVAILABILITY – §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT CONTRACTOR**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor**

shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

**E. COMPLIANCE WITH LAW**

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference that conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

**H. SOFTWARE PIRACY PROHIBITION**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST / CONFLICT OF INTEREST – §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**J. VENDOR OFFSET AND ERRONEOUS PAYMENTS – §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et*

*seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

**K. PUBLIC CONTRACTS FOR SERVICES – §§8-17.5-101, *et seq.*, C.R.S.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department Program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department Program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

**L. PUBLIC CONTRACTS WITH NATURAL PERSONS – §§24-76.5-101, *et seq.*, C.R.S.**

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.



## **EXHIBIT A**

### **STATEMENT OF WORK**

#### **SECTION 1.0            DEFINITIONS AND TERMINOLOGY**

In addition to the definitions in Section 3 of the main body of the Contract, the following capitalized terms and acronyms appearing throughout the Contract and exhibits shall be construed and interpreted as follows:

- 1.1. ALP System – a module of the IT Systems that Contractor may be asked to build at a later date for CDE’s Office of Gifted Education.
- 1.2. Ascend Colorado – the proposed name of the IEP System Contractor will build for ESSU.
- 1.3. AU – Administrative Unit; the LEA required to be at IEP meetings. An AU may be a single school district or a BOCES made up of several school districts.
- 1.4. BOCES – Board of Cooperative Educational Services.
- 1.5. Business Day – any day in which the Department is open and conducting business, but shall not include weekend days or any day on which the Department observes a holiday.
- 1.6. Business Interruption – any event that disrupts Contractor’s ability to complete the Work for a period of time, and may include but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.
- 1.7. CDE or Department – the Colorado Department Of Education, a department of the government of the State of Colorado.
- 1.8. Closeout Period – the period beginning on a date to be determined by CDE but no later than 180 days prior to the end of the Contract’s last extension term or CDE’s notice of non-renewal and ending on the day CDE accepts the final deliverable for the Closeout Period and determines that the final transition is complete.
- 1.9. Contractor – the entity listed on the cover page of the Contract.
- 1.10. Data Pipeline – CDE’s custom, district-facing system for collecting required data from school districts.
- 1.11. December Count – annual count of students receiving Part B Special Education Services as of December 1.
- 1.12. Disaster – an event that makes it impossible for Contractor to perform the Work out of its regular facilities, which may include but is not limited to natural disasters, fire or terrorist attacks.
- 1.13. DMS – the custom data management system Contractor will build for ESSU.
- 1.14. ECEA – the Colorado Exceptional Children’s Education Act; overarching law for gifted education and special education that delineates requirements for AUs and their constituent schools or districts when implementing program plans for special education.
- 1.15. End of Year Snapshot – collection of student enrollment information throughout the school year, including student demographic identifiers, codes indicating the way students enroll and withdraw from a district, and services students receive; used to calculate dropout, graduation and completion rates, and high school student postsecondary information.
- 1.16. ESSU – CDE’s Exceptional Student Services Unit; administers federal and state programs for children with disabilities in Colorado.

- 1.17. Federal Programs DMS – a module of the DMS that Contractor may be asked to build at a later date for CDE’s Federal Programs Unit.
- 1.18. Gifted DMS – a module of the DMS that Contractor may be asked to build at a later date for CDE’s Office of Gifted Education.
- 1.19. High Cost Reimbursement Application – annual grant for AUs to apply for special education funding for expenditures for services that are proportionately higher than the yearly per-pupil funding.
- 1.20. IDEA – Individuals with Disabilities Education Act; federal special education law that ensures public schools serve the educational needs of students with disabilities and requires that schools provide special education services to eligible students as outlined in a student’s IEP.
- 1.21. IEP – Individualized Education Program; a document created in compliance with federal and state law that is required for every child with a disability who attends public school and receives special education and related services.
- 1.22. IEP System – the custom system that Contractor will build for ESSU and field users for form creation, data collection and monitoring, and other functions related to special education. Currently, the proposed name of the IEP System is Ascend Colorado.
- 1.23. IT Systems – the interrelated IT systems described in the Contract; namely, the IEP System and DMS created for ESSU, the ALP System and Gifted DMS created for the Office of Gifted Education, and the Federal Programs DMS created for the Federal Programs Unit. The definition of “Work Product” in Section 3 of the main body of the Contract includes the IT Systems.
- 1.24. Key Personnel – Contractor employee(s) specifically designated as such in the Contract.
- 1.25. LEA – Local Education Agency; shall have the same definition as in 34 CFR § 303.23.
- 1.26. Least Restrictive Environment – the setting in which children receiving special education services are educated based on need, divided into categories of percentage of time a student receives special education services in a general education setting, from least restrictive to most restrictive.
- 1.27. October Count – annual count of student enrollment numbers as of October 1.
- 1.28. Operational Start Date – the date on which the Start-Up Period ends and the IEP System and DMS become operational. The Operational Start Date shall not occur until Contractor has completed all requirements of the Start-Up Period, unless the Department provides written approval otherwise. The Operational Start Date shall be no later than July 1, 2021.
- 1.29. Other Personnel – individuals and Subcontractors assigned to complete tasks associated with the Work.
- 1.30. Production Environment – the system and applications software as described in the Contract that facilitates ongoing business operations. New hardware/software shall not be introduced into a Production Environment until it is fully tested and accepted by CDE.
- 1.31. Start-Up Period – the period from the Effective Date until the Operational Start Date during which Contractor will perform all Work described in the Contract necessary to build the IEP System and DMS and migrate Department operations to the new platforms.
- 1.32. UAT – User Acceptance Testing.
- 1.33. Work – the tasks and activities Contractor is required to perform to fulfill its obligations under the Contract, including the performance of any services and delivery of any goods.

## SECTION 2.0 SUMMARY OF THE PROJECT

- 2.1. Beginning on the Effective Date, Contractor shall build the following custom systems as described in the Contract for an Operational Start Date of July 1, 2021:
  - 2.1.1. **The IEP System:** A software system (currently named “Ascend Colorado”) for ESSU and field users that provides special education service providers with a standardized electronic format to create and document legally-compliant IEPs and allows CDE and field users to monitor and track various data and generate reports for federal requirements and other monitoring purposes. The IEP System shall at all times operate in compliance with IDEA and the ECEA and their implementing rules and regulations and related guidance, including model forms. The IEP System shall provide an option for AUs/school districts to self-host their own instance of the system, which will be contracted and paid for separately between Contractor and the individual AU.
  - 2.1.2. **The DMS:** A data management system for ESSU that will interface with existing CDE data systems for real-time reporting to monitor statewide data to meet accountability requirements, and allow users to input and access data to conduct electronic monitoring, perform general supervision responsibilities, and assist in meeting federal and state accountability requirements.
- 2.2. CDE may request Contractor to further customize the IEP System and/or the DMS in post-Start-Up Contract years beyond the functionalities described in this Statement of Work, subject to legislative appropriation and program discretion and, as applicable, the hourly work provisions for adding enhancements outside the scope of this Statement of Work described in Section 8.3 below.
- 2.3. Contractor may be asked to build one or more separate instances of the IEP System for AUs to self host. Contractor will contract directly with AUs on building and maintaining self-hosted instances of the IEP System – CDE will not be a party to these contracts and will have no responsibility for managing or enforcing terms of contracts between Contractor and AUs. Costs for Contractor to build and host/maintain each self-hosted instance of the IEP System will be paid for by the AU, not CDE, and shall be capped at the rates stated in Exhibit B.
- 2.4. Subject to legislative appropriation and program discretion, CDE may request Contractor to build the following systems at a later date:
  - 2.4.1. **The ALP System:** A software application based on the IEP System to create legally-compliant ALPs (Advanced Learning Plans) and collect and manage related data for CDE’s Office of Gifted Education. The ALP System shall at all times operate in compliance with all applicable state and federal laws and regulations regarding gifted education, including model forms.
  - 2.4.2. **The Gifted DMS:** A module of the DMS created for CDE’s Office of Gifted Education.
  - 2.4.3. **The Federal Programs DMS:** A module of the DMS created for CDE’s Federal Programs Unit.
- 2.5. The ALP System, Gifted DMS, and Federal Programs DMS will be contracted for separately as amendment(s) to the Contract. The specific functionalities of each system will be determined by the respective programs. Pricing for Contractor to build each system depending on the functionalities selected by the respective programs will be negotiated at the time of contracting and shall be capped at the rates stated in Exhibit B.

### **SECTION 3.0                    CONTRACTOR GENERAL REQUIREMENTS**

- 3.1. The Department will contract with only one organization – Contractor – and will work solely with that organization with respect to all tasks to be completed, services to be rendered, and performance standards to be met.
- 3.2. Contractor may be privy to internal policy discussions, contractual issues, price negotiations, confidential medical information, Department financial information, and advance knowledge of legislation. In addition to all other confidentiality requirements of the Contract, Contractor shall also treat any such information as confidential and shall only disclose it in accordance with the terms of the Contract.
- 3.3. Contractor shall maintain complete and detailed records of all meetings, presentations, project artifacts, system development life cycle documents, work papers, drafts, checklists, supporting documentation, and any other documents related to the Work. Contractor shall make such records available to the Department upon request, without charge, throughout the term of the Contract.
- 3.4. Contractor shall work closely and collaboratively with Department staff to discuss suggestions or issues as they may occur and incorporate suggestions or guidance from the Department while performing the Work.
- 3.5. If applicable, Contractor shall work cooperatively with the staff of other Department contractors or other State agencies to ensure completion of the Work. The Department may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract or to perform any of the Department's responsibilities. In the event of a conflict between Contractor and any other Department contractor, the Department will resolve the conflict and Contractor shall abide by the resolution provided by the Department.
- 3.6. Contractor shall coordinate and prioritize the Work to ensure that all deadlines are met.
- 3.7. Contractor shall employ an internal quality control process to ensure that all Work is complete, accurate, easy to understand and of high quality. Deliverables shall be responsive to the specific requirements of the Contract, organized into a logical order, formatted uniformly, and contain accurate information without spelling or grammatical errors.
- 3.8. All due dates or timelines that reference a period of days, months or quarters shall be measured in calendar days, months and quarters unless specifically stated as being measured in Business Days or otherwise. All times stated in the Contract shall be considered to be in Mountain Time, adjusted for Daylight Savings Time as appropriate, unless specifically stated otherwise. In the event a due date or deadline falls on a day that is not a Business Day, the due date shall be automatically extended to the next Business Day, unless otherwise directed by the Department.
- 3.9. All Work shall meet Department-approved format and content requirements.
- 3.10. All Work performed by Contractor shall be subject to the Department's review and approval. The Department may direct Contractor to make changes to Work submitted in accordance with the Contract, including but not limited to modifications, inclusion of additional information, or requiring resubmission of the Work. Contractor will make changes to the Work within the timeframe directed by the Department. The Department may also direct Contractor to provide clarification or provide a walkthrough of the Work to assist the Department in its review; Contractor shall provide the clarification or walkthrough as directed by the Department.
- 3.11. If any deliverable contains ongoing responsibilities or requirements for Contractor, such as deliverables that are plans, policies or procedures, Contractor shall comply with all requirements

of the most recently approved version of that deliverable. Contractor shall not implement any version of any such deliverable prior to receipt of the Department's written approval of that version of that deliverable. Once a version of any deliverable described in this subsection is approved by the Department, all requirements, milestones and other deliverables contained within that deliverable shall be considered to be requirements, milestones and deliverables of the Contract.

- 3.12. To the extent that Contractor requires access to any Department computer system to complete the Work, Contractor shall have and maintain all hardware, software and interfaces necessary to access the system without requiring any modification to the Department's system. Contractor shall follow all Department policies, processes and procedures necessary to gain access to the Department's systems.
- 3.13. CDE may, within its sole discretion, choose to not exercise any renewal option in the Contract for any reason. If CDE chooses to not exercise an option, it may resolicit the performance of the Work in its sole discretion.
- 3.14. Contractor shall host Quality Assurance (QA), UAT, and Production environments to develop all components of the IT Systems during the Start-Up Period and subsequent development of modules or system enhancements. Contractor shall first develop and test code in its internal QA environment. Once code has passed Contractor's internal QA process, it can be released to the UAT environment, which shall simulate ongoing business operations in a risk-free, non-production environment and where testing will be performed by CDE-designated staff. Once features pass UAT, they can be released to the Production environment. All new software/functionalities/code must be tested in the UAT environment before release into the Production environment.

### **3.15. Communication with the Department**

- 3.15.1. Contractor shall respond to all telephone calls, voicemails and emails from the Department within one Business Day of receipt.
- 3.15.2. Contractor shall exchange all documents and electronic files with the Department in formats compatible with the Department's systems. The Department currently uses Microsoft Office 365 for PC. Contractor shall ensure that all documents or files delivered to the Department are completely transferrable and reviewable, without error, on the Department's systems.
- 3.15.3. Contractor shall adhere to the following communication plan:

<b>Communication Type</b>	<b>Activities</b>	<b>Frequency</b>	<b>Format</b>	<b>Participants</b>	<b>Deliverable</b>
Project Kickoff	Review scope of work, establish project management procedures, and initiate process reviews	One time	In person, online, or conference call	CDE Staff, Contractor Project Teams	Meeting notes, set up monday.com
Weekly Project Team Meetings	Review project priorities and timelines	Weekly	Online or conference call	CDE Project Coordinator, Contractor Project Manager & System Implementation Lead	Meeting notes, updates to monday.com
Project Collaboration Meetings	Collaboratively design and develop system functionality	As needed (approx. weekly)	Online or conference call	CDE Staff, Contractor Project Teams	Meeting notes

Monthly Status Reports	Summarize project process, identify timeline adjustments, collaborative problem solving	Monthly	Written report	CDE Project Coordinator, Contractor Project Manager & System Implementation Lead	Monthly Status Report attached to invoice
Project Gate Reviews	Present closeout of project phases and kickoff next phase	As needed	In person, online, or conference call	CDE staff, Contractor Project Team leads, stakeholders	Phase completion report and meeting notes
Technical Design Review	Review of any technical designs or work associated with the project	As needed	Online or conference call	CDE staff, Contractor Project Teams	Functional specifications

- 3.15.4. Project Kickoff Meeting. Contractor shall hold a project kickoff meeting at the beginning of the Start-Up Period and before development of any post-Start-Up Period enhancement projects, including the system build of the ALP System, Gifted DMS, and Federal Programs DMS.
- 3.15.5. Weekly Project Team Meetings. Contractor shall coordinate standing weekly virtual meetings between CDE and Contractor Key Personnel during the Start-Up Period and development of any post-Start-Up enhancements. These meetings will cover the project schedule, changes or delays, Contractor needs or requirements from CDE, tickets awaiting CDE approval, etc. Contractor shall draft agendas the day prior to the scheduled meeting and add any additional agenda items requested by CDE. Agendas shall include updates, problems encountered, solutions to the problems, upcoming activities, and additional topics that either CDE or Contractor want to address.
- 3.15.6. Project Collaboration Meetings. Contractor shall hold project collaboration meetings with designated CDE staff throughout the process of development of the IT Systems to collaborate on design of system functionalities. These meetings shall be held as often as necessary during the project development process, but no less frequently than weekly.
- 3.15.7. Monthly Status Reports. Contractor shall submit monthly status reports to CDE which shall include schedule updates, status of project tasks, scope issues, quote management, productivity problems impacting schedules, personnel issues, change management control, risk mitigation, status reporting, roadblocks encountered, proposed solutions, and other project management tasks. The “Project Progress and Updates” section of the monthly status report shall contain:
- 3.15.7.1. An updated project plan, including any modifications to the timeline, staff assigned, start and end dates, and completion dates;
  - 3.15.7.2. Descriptions of tasks that have been completed;
  - 3.15.7.3. Descriptions of upcoming tasks to be completed before the next progress report; and
  - 3.15.7.4. Challenges encountered in project implementation and the solutions applied or proposed.
- 3.15.8. Project Gate Review Meetings. Contractor shall hold project gate review meetings with designated CDE staff throughout the development process of the IT Systems to summarize closeout of project phases and kick off the next phase.
- 3.15.9. Technical Design Review Meetings. Contractor shall hold technical design review meetings with designated CDE staff as necessary throughout the Contract period.
- 3.15.10. Contractor shall distribute a meeting agenda at least one day prior to any scheduled meeting.

During all project meetings, Contractor shall ensure that the group adheres to the agenda times and the recorder takes notes for distribution to the team upon completion of the meeting.

- 3.15.11. All email shall be professional, free of errors, and provide clear and direct communication. Email shall be distributed to the correct project participants based on its content in accordance with the communication plan above. All attachments shall be in a format compatible with CDE's standard software programs and adhere to established CDE formats. Email shall discuss what the issue is, provide a brief background on the issue, and provide a recommendation to correct the issue. Contractor's Project Manager and System Implementation Lead shall be included on all emails pertaining to the IT Systems.
- 3.15.12. Any issues, concerns, or updates that arise from informal discussion between team members shall be communicated to Contractor's Project Manager and/or System Implementation Lead so that appropriate action may be taken.
- 3.15.13. Contractor shall update the communication plan as needed throughout the Contract period.

### **3.16. Communication with Outside Parties**

- 3.16.1. Contractor may be required to communicate with individuals, agencies, stakeholders, and groups outside the Department to provide information on a variety of issues and topics related to the Contract, including transitioning from the legacy systems to Contractor's systems. These agencies or groups include but are not limited to school districts, AUs, and other non-Department users of Contractor's systems.
- 3.16.2. To manage communication with non-Department agencies or groups, Contractor shall create an External Communication Plan that includes but is not limited to the following:
  - 3.16.2.1. A description of the communication methods, such as email lists, newsletters, and other methods, Contractor will use to communicate with non-Department agencies or groups.
  - 3.16.2.2. The specific means of immediate communication with non-Department agencies or groups and a method for accelerating the internal approval and communication process to address urgent communications or crisis situations.
  - 3.16.2.3. A general plan for how Contractor will address communication deficiencies or crisis situations, including how Contractor will increase staff, contact hours or other steps Contractor will take if existing communication methods are insufficient.
  - 3.16.2.4. A listing of the following individuals within Contractor's organization, including cell phone numbers and email addresses:
    - 3.16.2.4.1. An individual who is authorized to speak on the record regarding the Work, the Contract or any issues that arise that are related to the Work.
    - 3.16.2.4.2. An individual who is responsible for any PR communication related to the Work.
    - 3.16.2.4.3. Back-up communication staff that can respond if the other individuals listed are unavailable.
- 3.16.3. Contractor shall deliver the External Communication Plan to the Department for review and approval within 10 Business Days after the Effective Date.
- 3.16.4. Contractor shall review its External Communication Plan on an annual basis and determine if any changes are required to account for any changes in the Work or the Department's or Contractor's processes or procedures. Annually by June 30<sup>th</sup> of each year, Contractor shall submit an update that identifies any changes to the most recently approved External

Communication Plan or shall note that there were no changes.

- 3.16.5. The Department may request a change to the External Communication Plan at any time to account for any changes in the Work, the Department's or Contractor's processes or procedures, or to address any communication-related deficiencies determined by the Department. Within 10 Business Days following receipt of a Department request, unless the Department allows for a longer time in writing, Contractor shall submit an updated External Communication Plan containing all changes directed by the Department.
- 3.16.6. Contractor shall not engage in any non-routine communication with the media or the public related to the Work or the Contract without the Department's prior written consent.

### **3.17. Business Continuity**

- 3.17.1. Contractor shall create a Business Continuity Plan that Contractor will follow in order to continue performance of the Work in the event of a Business Interruption. The Business Continuity Plan shall include, but is not limited to:
  - 3.17.1.1. How Contractor will continue performing the Work during and after a Business Interruption.
  - 3.17.1.2. How Contractor will replace staff that has been lost or is unavailable during or after a Business Interruption so that the Work is performed in accordance with the Contract.
  - 3.17.1.3. How Contractor will back up information so that no information is lost because of a Business Interruption.
  - 3.17.1.4. How Contractor will make all information available at its backup facilities in the event of a Business Interruption.
  - 3.17.1.5. How Contractor will communicate with the Department during a Business Interruption and points of contact within Contractor's organization the Department can contact in the event of a Business Interruption.
  - 3.17.1.6. The time it will take to transition all activities from Contractor's regular facilities to backup facilities after a Business Interruption.
  - 3.17.1.7. How Contractor will minimize the effects on the Department and all users of Contractor's system(s) of any Business Interruption.
  - 3.17.1.8. Planned long-term backup facilities out of which Contractor can continue operations in the event of a Disaster.
  - 3.17.1.9. The time period it will take to transition all activities from Contractor's regular facilities to the backup facilities in the event of a Disaster.
- 3.17.2. Contractor shall deliver the Business Continuity Plan to the Department for review and approval within 10 Business Days after the Effective Date.
- 3.17.3. Contractor shall review its Business Continuity Plan at least semi-annually and update the plan as appropriate to account for any changes in Contractor's processes, procedures or circumstances. By June 30<sup>th</sup> and December 31<sup>st</sup> of each year, Contractor shall submit to the Department for review and approval an Updated Business Continuity Plan that identifies all changes from the most recent Business Continuity Plan or Updated Business Continuity Plan or note that there were no changes.
- 3.17.4. In the event of a Business Interruption, Contractor shall implement the most recently approved Business Continuity Plan as soon as Contractor becomes aware of the Business



Interruption and shall comply with all requirements, deliverables, timelines and milestones contained in the Business Continuity Plan.

### **3.18. Reporting**

In order to comply with State reporting policies and rules, Contractor must provide at least one report, due at least quarterly throughout the term of the Contract, on Contractor's performance.

## **SECTION 4.0 CONTRACTOR PERSONNEL**

- 4.1. Contractor shall employ all qualified Key Personnel and Other Personnel necessary to perform the Work throughout the entire term of the Contract and shall ensure all new Key Personnel and Other Personnel receive sufficient training prior to performing the Work to ensure the Work is completed in a timely manner to the Department's satisfaction.
- 4.2. Contractor (including Contractor's personnel) shall perform duties as independent contractor(s) and not as an employee(s) or agent(s) of the State. The Department will not provide employment benefits, including but not limited to unemployment, workers compensation, health benefits, life insurance, retirement, dental insurance, vacation or sick leave, etc., for Contractor or its employees.
- 4.3. Contractor (including Contractor's personnel) and any Subcontractors shall be U.S.-based and U.S.-operating throughout the entire Contract term and all extension terms due to the volume of PII and confidential information that will be stored and transmitted in the IT Systems.

### **4.4. Key Personnel**

- 4.4.1. Contractor shall not allow for any individual to fill more than one of the roles defined as Key Personnel, unless otherwise agreed to by CDE in writing.
- 4.4.2. Contractor shall not voluntarily replace Key Personnel without prior written approval from the Department. Should Contractor seek to voluntarily replace an individual in a Key Personnel position, Contractor shall provide the Department with the name, resume, and references for the proposed replacement at least 14 days prior to the change in Key Personnel. Any replacement Key Personnel shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved in writing by the Department. The individual proposed for replacement must be approved in writing by the Department prior to the individual beginning any Work under the Contract.
- 4.4.3. In the event that an individual in a Key Personnel position leaves employment with Contractor, Contractor shall provide the Department with the name, resume, and references for the proposed replacement as soon as practicable after Contractor receives notice of the Key Personnel leaving employment. Any replacement Key Personnel shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved in writing by the Department. The individual proposed for replacement must be approved in writing by the Department prior to the individual beginning any Work under the Contract.
- 4.4.4. Contractor shall obtain written approval from the Department for individuals proposed for assignment to Key Personnel positions prior to those individuals beginning the performance of any Work under the Contract.

4.4.5. Contractor shall employ the following Key Personnel:

Position Title	General Responsibilities	Hrs. Per Week
<b>Project Leadership Team:</b> <i>Responsible for general supervision of all aspects of the project and serve as primary points of contact for CDE. Project Leadership personnel shall maintain close communication with each other and with CDE to monitor progress toward project deliverable timelines, escalate issues of concern, and engage in collaborative problem solving. Project Leadership personnel shall share the leadership load so that the required expertise will be available throughout the project.</i>		
Project Manager	General supervision of content and training teams, timelines, and quality assurance. Primary point of contact for CDE.	30
System Implementation Lead	General supervision of technical team, development progress, timelines, and quality assurance. Primary point of contact for CDE.	30
Project Support Specialist	Organization of project documents, tasks, timelines, and activities.	40
<b>Technical Development Team:</b> <i>Responsible for data migration, coding, application development, UX design, security, and other IT-related requirements for the Contract. Senior Developers shall be assigned to each program module under the direction of the System Implementation Lead. Contractor shall provide additional personnel to reinforce the efforts of these core team members based on project needs and timeline.</i>		
Lead Developer	Oversee module design and development. Ensure all modules meet 508 accessibility requirements.	20
Senior Developer (3 positions)	Implement module development. Design user-friendly interface.	40 x 3 positions
<b>Training and Support Team:</b> <i>Responsible for system documentation, training, user support, and resource development. Training and Support Team members will prepare materials for in-person or virtual delivery to stakeholders and users.</i>		
Training and Support Specialist	Oversee development of training and support materials designed to meet the needs of adult learners.	15
Communications Design (2 positions)	Design training and support materials aligned with CDE branding.	5 x 2 positions
Quality Analyst	Ensure all training and support meet 508 accessibility standards. Implement the AnLar quality assurance process. Provide dedicated support for IT System users.	20
<b>Content Implementation Team:</b> <i>Responsible for ensuring that the IEP System and DMS satisfy all federal and state requirements. Content Implementation Team members shall have deep understanding of regulatory and best practices related to IDEA data reporting and IEP development.</i>		
Subject Matter Expert (4 positions)	Ensure the systems meets the needs of users based on existing and desired processes. Ensure systems meet programmatic compliance requirements.	15
		5
		10
		15

**4.5. Other Personnel**

- 4.5.1. Contractor shall use its discretion to determine the number of Other Personnel necessary to perform the Work in a timely manner in accordance with the requirements of the Contract. In the event that the Department determines that Contractor has not provided sufficient Other Personnel to perform the Work in accordance with the requirements of the Contract and to the Department's satisfaction, Contractor shall provide additional Other Personnel necessary to perform the Work in accordance with the requirements of the Contract at no additional

cost to the Department.

- 4.5.2. Contractor shall ensure that all Other Personnel have sufficient training and experience to complete all portions of the Work assigned to them. Contractor shall provide all training to its Other Personnel necessary to perform the Work in a timely manner to the Department's satisfaction.

#### **4.6. Personnel General Requirements**

- 4.6.1. Contractor shall create a plan for how Contractor will replace Key Personnel and Other Personnel so that the transition between personnel does not impact the ability of the Contractor to complete the Work.
- 4.6.2. If any of Contractor's Key Personnel are required to maintain any professional certification, Contractor shall submit copies of all current licenses and certifications within five Business Days of receipt of updated licensure or upon request by the Department.
- 4.6.3. Contractor shall provide the Department with a list of all personnel assigned to the Contract within five Business Days following the Effective Date.
- 4.6.4. Within five Business Days following the Department's request for an update, Contractor shall update the list of personnel assigned to the Contract and to account for changes in the individuals assigned to the Contract.

#### **4.7. Personnel Availability**

- 4.7.1. Contractor shall ensure Key Personnel and Other Personnel are available for meetings with the Department during the Department's normal business hours. Contractor shall also make these personnel available outside the Department's normal business hours and on weekends with reasonable advance notice from the Department.
- 4.7.2. Contractor's Key Personnel and Other Personnel shall be available for all regularly scheduled meetings between Contractor and the Department, unless the Department has granted prior written approval otherwise.
- 4.7.3. Contractor shall ensure that the Key Personnel and Other Personnel attending all meetings between the Department and Contractor have the authority to represent and commit Contractor regarding work planning, problem resolution and project development.
- 4.7.4. At the Department's direction, Contractor shall make its Key Personnel and Other Personnel available as subject matter experts or project representatives at meetings with stakeholders within the Department and/or external or private stakeholders.
- 4.7.5. During the Start-Up Period, all Key Personnel and Other Personnel that attend any meeting with the Department and/or stakeholders shall be physically present at the location of the meeting, unless the Department gives prior written permission to attend by telephone or video conference. Contractor shall bear the cost and provide all equipment necessary for remote attendance, such as virtual meeting space or telephone conference lines.

#### **4.8. Subcontractors**

Contractor may subcontract to complete a portion of the Work required by the Contract, subject to the Department's prior written approval. No later than 30 days prior to a Subcontractor beginning Work or the Effective Date, whichever is later, Contractor shall provide the Department with the organizational name of the proposed Subcontractor and identify/describe the Work and/or deliverables on which Subcontractor will work. The Department may approve or reject Contractor's use of Subcontractor(s)

at its sole discretion.

## SECTION 5.0 SYSTEM FUNCTIONALITIES AND TRAINING

The IT Systems shall include the functionalities and training described in this Section 5.0. Pricing for each functionality is indicated in the tables under each category – if a price is listed as \$0.00, that functionality is included in the base system price at no additional charge. Optional enhancements and their pricing are indicated in blue. The total system build / Start-Up Period price to build the base system plus all optional enhancements chosen by CDE shall be broken into deliverable payments as detailed in Section 8.0 and Exhibit B.

### 5.1. Customization and Usability

The IT Systems shall:

ID	Functionality Description	Max. Price for Functionality	Comments
CU1	Be SaaS, SQL compatible, fully mobile device compatible, and support all common browsers.	\$0.00	Included in base price
CU2	Integrate with CDE's identity and access management IdM/SSO framework and policies.	\$82,650.00	<b>Base price</b>
CU3	Interface with CDE's other data management systems, including Data Pipeline.	\$0.00	Included in base price
CU4	Meet or exceed Section 508 compliance and accessibility standards WCAG 2.0 Level AA.	\$0.00	Included in base price
CU5	Allow CDE to add, define, delete, edit and assign default and custom system roles for CDE users.	\$0.00	Included in base price
CU6	Allow AU/LEA Local Access Manager (AU LAM) to add new accounts and set permissions/user roles.	\$0.00	Included in base price
CU7	Allow AU/LEAs and end users to create and modify account details.	\$0.00	Included in base price
CU8	The base system shall include embedded help and training features including definitions, citations for legal references, and brief section descriptions accessed via an icon or link. <b>This optional enhancement will provide customizable, interactive, context-sensitive help features to provide users information on best practices, compliance tips, how to complete forms and fields, etc. These features can be added/customized by CDE and AUs based on user role/permissions. Contractor shall work with CDE to integrate user supports such as step-by-step directions, guiding questions, prompts, warnings, support text or instructions accessed via an "info" or "help" icon/bubble, rollover text, training videos/tutorials, and/or automatic system "tours" displayed for users the first time encountering a new feature.</b>	<b>\$14,250.00</b>	<b>Optional enhancement</b>
CU9	The base system shall include embedded communication tools to allow users to communicate with team members by attaching comments to specific items and areas in the system as notes to other team members, and will provide a messaging service for outgoing communication via either an email from the system to selected individuals inviting them to log in for more information, or comments attached to an item directly on the screen. <b>This optional enhancement will add back-and-forth communications among users to facilitate communications and maintain a record of these communications.</b>	<b>\$23,750.00</b>	<b>Optional enhancement</b>
CU10	Contractor shall work with CDE to create all forms in the IT Systems. CDE will define all validation rules, form fields, relationships between fields, and acceptable field values. Once form details are finalized, Contractor will develop the form to meet CDE specifications.	\$0.00	Included in base price

<b>CU11</b>	Contractor shall work with CDE to identify and implement system updates or changes needed, including content, formatting, font styles, drop down menus, text fields, radio buttons, check boxes, file upload widgets, and other onscreen elements. Once changes are defined, Contractor will implement the changes to CDE specifications.	\$0.00	Included in base price
<b>CU12</b>	Allow for pre-populating application forms and fields based on CDE, AU/LEA, and student data already stored in the system.	\$0.00	Included in base price
<b>CU13</b>	<b>This optional enhancement will add spell check for every freeform text entry field.</b>	<b>\$19,000.00</b>	<b>Optional enhancement</b>
<b>CU14</b>	<b>This optional enhancement will add rich text formatting tools in freeform text entry fields identified by CDE.</b>	<b>\$4,750.00</b>	<b>Optional enhancement</b>
<b>CU15</b>	Provide non-linear navigation throughout all aspects of the system allowing users to move between various sections of the IEP/ALP and DMS and provide prompts and warnings to assist users with non-linear navigation.	\$0.00	Included in base price
<b>CU16</b>	Allow users to upload various file formats to the system, including DOCX, XLSX, PDF, JPG, MP3, WMV, and MP4.	\$0.00	Included in base price
<b>CU17</b>	Provide users with an intuitive and user-friendly dashboard that reports the status of submissions, including milestones such as submitted, in queue, in review, request for additional information, and complete.	\$0.00	Included in base price
<b>CU18</b>	<b>This optional enhancement will allow CDE to add new submission queues and supporting rules (data routing, milestones/deadlines, push notifications, etc.) through administrative access without Contractor support.</b>	<b>\$19,000.00</b>	<b>Optional enhancement</b>
<b>CU19</b>	Provide a unique login and instance of IEP functionality for each AU (i.e., Contractor's system will be a multi-tenant solution, supporting as many AUs as needed).	\$0.00	Included in base price

- 5.1.1. The IT Systems shall provide user interface and screen layouts that are simple, user-friendly, and allow for efficient data entry. Contractor shall present all user experience (“UX”) designs, including but not limited to branding, style, look and feel, and screen layouts, to CDE for review and approval before any development begins.
- 5.1.2. The IT Systems shall support the upload of files in a variety of file formats for storage in a secure, centralized location where the document can be affiliated with the educational record associated with a specific student’s IEP. The IT Systems shall allow access to uploaded documents to be restricted by user role and permissions.
- 5.1.3. The IT Systems shall allow tab and mouse movement through a web-based system.
- 5.1.4. The IT Systems shall include optional enhancements that provide users with one of the following types of spell checking and/or text editing tools directly in their browser:
  - 5.1.4.1. Single-line text entry control used for capturing short text responses, such as names, emails, numeric data, and short descriptions. This text control will support spell-checking and copying and pasting text from external sources and can be configured to constrain the text entered by length and/or pattern, such as maximum or minimum length of expected input, limiting input to only numbers, making sure phone numbers are complete, and/or requiring all parts of an email address.
  - 5.1.4.2. Multi-line text control will provide the same user functionality (spell-check, copy and paste) and ability to configure data entry constraints as single-line text entry control for lengthier narrative data entry where no special formatting is required.
  - 5.1.4.3. Fully immersive text editing will provide rich-text data-entry control with integrated spell checking and will include font size, color, underline, bold, italics, bulleted lists, justification, tables, etc., and the ability to embed images and website links and upload

files. These features can be turned on or off as needed to not overwhelm users with feature overload.

- 5.1.5. The IT Systems shall utilize one shared database so that all data previously entered will be available for all screens and will be pre-filled where appropriate.
- 5.1.6. The IT Systems shall use workflow capabilities to assist users in providing necessary information where a response is required, and include prompts and reminders that require text in a text field, numbers in a number field, etc., based on data validation rules.
- 5.1.7. The IT Systems shall include auto-save functionalities to ensure that users are not required to click “save” in order to save their work. A system-wide default value will be applied for the auto-save process. The IT Systems will provide users the option of saving should they attempt to leave a page before the auto-save process is triggered. Users will not be able to submit a form until all required fields are complete and validations have been processed. Auto-save shall be designed to save upon events (e.g., click out of textbox), time (e.g., every 30 seconds), lack of user interaction (e.g., pause between typing characters); or a combination of any of these events.
- 5.1.8. The IT Systems shall include a notification system on the dashboard that reminds users about upcoming events and outstanding to-do items, including IEPs due dates, eligibility timelines, notice of meetings, school- or district-wide events, and training opportunities.
- 5.1.9. The IT Systems shall include messaging features that allow team members to send messages to one user, all users of a specific type, all users from a specific school, all users system-wide, or specific members of an IEP/ALP team. The messaging feature will allow users to choose immediate delivery or schedule delivery at a future date or time. Messages can be delivered to any email address, including individuals who do not have full system access (e.g. parents or non-district service providers); administrative settings will allow such individuals to access a student record with appropriate role restrictions. An optional enhanced in-system chat feature can be purchased for an additional cost as described under CU9 above.
- 5.1.10. The IT Systems shall consider the screen size of the user’s device (i.e., desktop, mobile, or tablet) when rendering content.

## 5.2. Hosting, Storage, Backup, and Security

The IT Systems shall:

ID	Functionality Description	Max. Price for Functionality	Comments
HS1	Be highly available, with a minimum service level agreement (SLA) of 99.9% uptime.	\$28,500.00	Base price
HS2	Encrypt confidential data at rest and in motion, in live databases, backups, and any third party or cloud environments.	\$0.00	Included in base price
HS3	Manage, secure, store and rotate encryption keys.	\$0.00	Included in base price
HS4	Provide for multifactor authentication for all users.	\$0.00	Included in base price
HS5	Provide for account lockout upon reaching maximum number of login attempts.	\$0.00	Included in base price
HS6	Provide for robust threat detection, including behavioral analytics and anomaly detection policies and functionality.	\$0.00	Included in base price
HS7	Prevent the creation of fake accounts by bots and similar methods.	\$0.00	Included in base price



<b>HS8</b>	Store all CDE data in Contractor's data center following Colorado OIT rules and policies (see <a href="http://oit.state.co.us/ois/policies">http://oit.state.co.us/ois/policies</a> ) and industry best practices for data security controls.	\$0.00	Included in base price
<b>HS9</b>	Back up all data following Colorado OIT rules and policies (see <a href="http://oit.state.co.us/ois/policies">http://oit.state.co.us/ois/policies</a> ) and industry best practices.	\$0.00	Included in base price
<b>HS10</b>	Provide for disaster recovery following Colorado OIT rules and policies (see <a href="http://oit.state.co.us/ois/policies">http://oit.state.co.us/ois/policies</a> ) and industry best practices.	\$0.00	Included in base price
<b>HS11</b>	Allocate a minimum of approximately 5 terabytes of storage for AU and student data.	\$0.00	Included in base price
<b>HS12</b>	Project year-by-year storage needs for ten years and provide additional storage as needed.	\$0.00	Included in base price
<b>HS13</b>	Limit the display of PII in any system forms and certain reports to the last three or four digits or letters, according to Colorado OIT rules and policies (see <a href="http://oit.state.co.us/ois/policies">http://oit.state.co.us/ois/policies</a> ) and industry best practices.	\$0.00	Included in base price

- 5.2.1. Contractor shall host the IT Systems in a standalone account in Microsoft's Azure Government Cloud Data Center, which shall:
- 5.2.1.1. Conform to all federal, state, and district data security requirements and standards, including but not limited to HIPAA, FERPA, SOC 1/ SSAE 16/ISAE 3402, SOC 2, SOC 3, and PCI DSS Level 1.
- 5.2.1.2. Allow CDE to scale resources to meet user demand at any level. During periods of high demand, the application will bring more servers/resources online without human intervention to service user requests.
- 5.2.1.3. Provide geo-redundancy to protect application data and the IT Systems.
- 5.2.2. If requested by CDE, Contractor shall allow CDE technical staff access to Azure for purposes of monitoring and review of the IT operations associated with application, including direct access to any of the underlying databases and document repositories.
- 5.2.3. The IT Systems shall support the following browsers: Google Chrome (v67 and later), Apple Safari (v12 and later), Firefox (v60 and later), Microsoft Edge, and Internet Explorer (v11 and later). The IT Systems shall match CDE's support of the latest browser version at all times. Contractor shall periodically review site traffic and update the list of compatible browsers to reflect user trends.
- 5.2.4. Contractor shall conduct regular system scans and audits in order to identify security events, including but not limited to: successful and failed login attempts; administrative privilege usage; attempted privilege escalation, privilege escalation, and failed privilege escalation; change of user permissions or privileges; and brute force login attempts, users, and source (if identifiable). Contractor shall maintain documentation of system scan and audit results.
- 5.2.5. Contractor shall adhere to all data security requirements described in Exhibits C and D to the Contract.

### 5.3. Data Transfer and File Sharing

The IT Systems shall:

<b>ID</b>	<b>Functionality Description</b>	<b>Max. Price for Functionality</b>	<b>Comments</b>
<b>DT1</b>	Use web services to transfer data in real time to and from CDE and external databases as needed, adhering to all applicable Colorado OIT rules and policies (see <a href="http://oit.state.co.us/ois/policies">http://oit.state.co.us/ois/policies</a> ).	\$21,850.00	<b>Base price</b>

<b>DT2</b>	Allow CDE to configure data transfers (import or export) with internal and external systems using web services without Contractor support. This functionality will not be coded directly into the system but will be a feature that CDE may access directly via their access to the database and all associated administrative features.	\$0.00	Included in base price
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#### 5.4. Database Administration

The IT Systems shall:

<b>ID</b>	<b>Functionality Description</b>	<b>Max. Price for Functionality</b>	<b>Comments</b>
<b>DBA1</b>	Allow CDE to add, delete, copy, or edit tables, columns, records, and fields. This functionality will not be coded directly into the system but will be available for CDE to access directly via their administrative access to the database.	\$0.00	Included in base price
<b>DBA2</b>	Allow CDE to import ad hoc data into the system database. This functionality will not be coded directly into the system but will be a feature that CDE may access directly via their access to the database and all associated administrative features.	\$0.00	Included in base price
<b>DBA3</b>	Allow CDE to automate the import and export of new data sets based on changes to statutes or regulatory requirements. This functionality will not be coded directly into the system but will be a feature that CDE may access directly via their access to the database and all associated administrative features.	\$0.00	Included in base price
<b>DBA4</b>	Allow CDE to merge (or transfer) records, such as student records. This functionality will not be coded directly into the system but will be a feature that CDE may access directly via their access to the database and all associated administrative features.	\$0.00	Included in base price

- 5.4.1. At CDE's option, Contractor shall provide the database access described in the table above subject to the following requirements:
  - 5.4.1.1. CDE, in consultation with Contractor, shall designate an individual with substantial experience in database administration to have database access to perform the functions described above.
  - 5.4.1.2. Contractor shall develop a protocol for database changes implemented by the designated CDE employee for review and approval by CDE.
  - 5.4.1.3. Any changes to the specific data schema originally developed for the custom IT Systems shall require vetting and joint understanding between the parties to avoid any overall system crash or access to code in the test environment.
  - 5.4.1.4. Contractor shall work with CDE to ensure any data imported into the system adheres to the agreed upon-process developed by Contractor and approved by CDE in order to maintain the high standard for data integrity required for state and national reporting.
- 5.4.2. The functionalities/database access described in this Section 5.4 shall be provided at no additional cost and shall be included and delivered with the base IEP System and DMS built during the Start-Up Period.



## 5.5. Data Migration

Contractor shall:

ID	Functionality Description	Max. Price for Functionality	Comments
<b>DM1</b>	Analyze CDE data tables, records, and fields in the current SQL-based systems.	\$74,100.00	<b>Base price</b>
<b>DM2</b>	Analyze data types and formats used by the current systems.	\$0.00	Included in base price
<b>DM3</b>	Determine optimal methods to migrate data tables, records, and fields from the existing systems to the new systems, including any digital files associated with an AU/LEA account or student records.	\$0.00	Included in base price
<b>DM4</b>	Determine how best to integrate data from other internal and external systems.	\$0.00	Included in base price
<b>DM5</b>	Manage data cleansing and transfer all data to the new system.	\$0.00	Included in base price
<b>DM7</b>	Conduct extensive testing with the newly imported data set to ensure that all existing data was imported successfully and is complete and error-free.	\$0.00	Included in base price

5.5.1. Contractor shall work with CDE to determine what data to migrate from the legacy systems into The IT Systems. Contractor shall adhere to the following data migration process:

5.5.1.1. Transformation Plan: Contractor shall design a data translation plan (map) from the source format to the target database structure, which may include but is not limited to:

5.5.1.1.1. Splitting apart fields (i.e., changing a “full name” field to “first name” and “last name” fields);

5.5.1.1.2. Adding new key fields to the target database;

5.5.1.1.3. Splitting flattened data from one table in the legacy system into multiple relational tables in the target database; and

5.5.1.1.4. Determining dependencies and identifying both the order of data insertion and which keys will need to be recreated as part of the target database.

5.5.1.2. Data Partitioning: Contractor shall work with CDE to determine what data to move to active vs. archive versions of the IT Systems. Archive data will be written to archive tables of the target database structure; active data will be written to the active tables in the target database.

5.5.1.3. Test Migration: Contractor shall migrate the source data to a test environment for further review and validations.

5.5.1.4. Data Validation: Contractor shall review and validate migrated data, including but not limited to:

5.5.1.4.1. Reviewing migrated data for bad data (missing or duplicate keys, missing required fields, duplicate rows, etc.);

5.5.1.4.2. Cleansing process based on the results of the review process, which may include manual data review to ensure that all data cleansing is correct and/or data exclusion for data deemed too invalid to enter the target database.

5.5.1.5. Migration Logging: Contractor shall log each step of the data migration to a central location to track progress and to make note of any errors.

- 5.5.1.6. Production Import: Once Contractor has addressed all data migration issues in the test environment, Contractor shall perform a final production migration.
- 5.5.1.7. Final Data Validation Checks: Contractor shall recheck data for accuracy in the production environment.

## 5.6. Training, Support, and Documentation

Contractor shall:

ID	Functionality Description	Max. Price for Functionality	Comments
<b>TSD1</b>	Provide a direct line of communication to a dedicated support person familiar with the CDE implementation.	\$149,625.00	<b>Base price</b>
<b>TSD2</b>	Provide CDE with complete and up-to-date documentation regarding system features, functionality, and configuration, including feature definitions, options, and step-by-step instructions describing how to implement changes to the current configuration.	\$0.00	Included in base price
<b>TSD3</b>	Provide CDE and AU administrators with training on the system, including general use, reporting, database administration and modification, descriptions/definitions of all database tables and fields (including possible field values), application management and modification (system administration), and other key topics to be determined during and after system implementation.	\$0.00	Included in base price
<b>TSD4</b>	Provide up-to-date written training materials, getting started guides, job aids, how-tos, online videos, and other support materials developed specifically for AUs. Update materials as needed.	\$0.00	Included in base price
<b>TSD5</b>	Provide up-to-date written training materials, getting started guides, job aids, how-tos, online videos, and other support materials developed specifically for users. Update materials as needed.	\$0.00	Included in base price
<b>TSD6</b>	<b>For this optional enhancement Contractor will develop train-the-trainer materials for CDE and AU audiences and conduct train-the-trainer sessions on topics identified by Contractor or CDE during the project.</b>	<b>\$19,000.00</b>	<b>Optional enhancement</b>
<b>TSD7</b>	Provide CDE staff with up-to-date written materials describing the new system, including the rationale, benefits, rollout plans, and timelines for CDE's communication with districts and AUs.	\$0.00	Included in base price

- 5.6.1. Contractor shall create a training/user support plan that meets the needs of all users. The training/user support plan shall describe the content, format, materials, and timing for each type of training. The training/user support plan shall include the following:
- 5.6.1.1. Technical training for CDE staff.
  - 5.6.1.2. Administrator training.
  - 5.6.1.3. Local user training.
  - 5.6.1.4. Family Portal training.
  - 5.6.1.5. Ongoing user support via phone and email.
- 5.6.2. Contractor shall create all associated documentation for each type of training, including but not limited to user guides, quick reference manuals, and other training materials.
- 5.6.3. CDE will select the format for each type of training, including but not limited to in-person, virtual webinar, online modules, recorded video, and train-the-trainer guides.
- 5.6.4. As part of its training/user support plan, Contractor shall:

- 5.6.4.1. Partner with LEAs, as directed and approved by CDE.
- 5.6.4.2. Communicate with stakeholders well before system implementation to get buy-in and design feedback.
- 5.6.4.3. Implement initial training once the IT Systems are rolled out to all users.
- 5.6.4.4. Create ongoing in-person or remote training schedules to orient new users to the system.
- 5.6.4.5. Update training as necessary to account for changing practices.
- 5.6.5. Contractor's training/user support plan shall adhere to the following year-by-year schedule, which may be modified as necessary at CDE's discretion in consultation with Contractor:

	Start-Up Period	Renewal Year 1 (SFY22)	Renewal Year 2 (SFY23)	Renewal Year 3 (SFY24)	Renewal Years 4-10 (SFY25-31)
<b>Technical training for CDE staff</b>	Within 10 business days after CDE acceptance of each deliverable program module. May be provided onsite or virtually, depending on complexity of module. Refresher and/or new staff training provided annually.				
<b>Technical documentation</b>	Documentation created during development and revised as each deliverable program module is complete. Final publication-ready version available within 10 business days after CDE acceptance of deliverable.				
<b>Administrator training</b>	Develop training modules for IEP System and DMS. Training sessions held jointly by CDE and Contractor.	Develop webinar or recorded video modules for hosting on CDE website.	Develop training modules for ALP System and DMS expansion. Training sessions held jointly by CDE and Contractor.	Develop webinar or recorded video modules for hosting on CDE website.	Review and revise webinar or recorded video modules as needed.
<b>Administrator documentation</b>	Documentation created during development and revised as each deliverable program module is complete. Final publication-ready version tailored for the administrator perspective available within 10 business days after CDE acceptance of deliverable.				
<b>Local user trainings</b>	Develop training modules for IEP System and DMS. Training sessions held jointly by CDE and LEA with Contractor support.	Develop webinar or recorded video modules for hosting on CDE website.	Develop training modules for ALP System and DMS expansion. Training sessions held jointly by CDE and LEA with Contractor support.	Develop webinar or recorded video modules for hosting on CDE website.	Review and revise webinar or recorded video modules as needed.
<b>Local user manual</b>	Documentation created during development and revised as each deliverable program module is complete. Final publication-ready version tailored for the administrator perspective available within 10 business days after CDE acceptance of deliverable.				
<b>Family Portal training</b>	Develop training modules for IEP System. Training sessions held jointly by CDE and PTI (PEAK, THRIVE) with Contractor support.	Develop webinar or recorded video modules for hosting on CDE website.	Develop training modules for ALP System and DMS expansion. Training sessions held jointly by CDE and LEA with Contractor support.	Develop webinar or recorded video modules for hosting on CDE website.	Review and revise webinar or recorded video modules as needed.
<b>Local user support (phone, chat, email, etc.)</b>	List of options and processes to access support developed for CDE approval	Release support options to users. Monitored M-F 8-5.	Monitored M-F 8-5	Monitored M-F 8-5	Monitored M-F 8-5
<b>Integrated tutorials and help options</b>	Design embedded tutorials, roll-over tips, quick tutorial videos, and other options	Update as enhancements are developed	Update as enhancements are developed	Update as enhancements are developed	Update as enhancements are developed

- 5.6.6. Contractor shall submit its training/user support plan to CDE for review and approval within

30 days following the Effective Date.

- 5.6.7. Contractor shall implement the training/user support plan approved by CDE according to the schedule set forth in the plan.

## 5.7. IEP System-Specific Functionalities

The IEP System shall:

ID	Functionality Description	Max. Price for Functionality	Comments
IEP1	Include and support all existing CDE, state, and federally-required reports, surveys, and forms to be identified during requirements-gathering/discovery phase.	\$0.00	Included in base price
IEP2	Allow users to create and maintain student IEPs that meet all AU, state, and federal requirements.	\$941,450.00	<b>Base price</b>
IEP3	Integrate seamlessly with individual district student information systems.	\$0.00	Included in base price
IEP4	Allow AU to generate December Count and End-of-Year data sets of the files needed to submit to Data Pipeline.	\$0.00	Included in base price
IEP5	Allow AUs to generate ad hoc and user-defined recurring reports using any IEP data.	\$0.00	Included in base price
IEP6	Allow CDE and AUs to generate reports using system-native data visualization tools.	\$0.00	Included in base price
IEP7	Allow CDE and AUs to generate reports by school, district, AU and state.	\$0.00	Included in base price
IEP8	Retain historical system data indefinitely; allow users to easily access and report on that data.	\$0.00	Included in base price
IEP9	Execute form validation on each form within the system and prevent users from continuing to the next form/screen until all deficiencies are addressed.	\$0.00	Included in base price
IEP10	Clearly denote all required fields that users must complete on each form/screen.	\$0.00	Included in base price
IEP11	All electronic forms in the system must exactly match state forms.	\$0.00	Included in base price
IEP12	Allow users to complete an IEP using a guided, step-by-step approach or, for advanced users, allow random access to IEP screens/forms.	\$0.00	Included in base price
IEP13	Allow users to search IEPs using keywords and Boolean strings.	\$0.00	Included in base price
IEP14	Provide an extensive notification system using emails, login alerts, and dashboard "to do" lists and allows users to customize alerts and notifications within the system.	\$0.00	Included in base price
IEP15	Allow CDE or AUs to configure progress monitoring to coincide with academic calendar (and pause during summer breaks).	\$0.00	Included in base price
IEP16	Auto-save user text entries and widget selections in real time or using an interval defined by the user, AU or CDE.	\$0.00	Included in base price
IEP17	Allow only one active user at a time to edit forms/screens; once a user is granted editing permissions, all other users accessing the same form or screen should have only read access to prevent multiple users from inadvertently overwriting each other's edits. For example, if AUs require that users to use particular verbiage in a text entry field for each student record, AUs should be able to prepopulate that text so that it appears each time an educator accesses an affected screen.	\$0.00	Included in base price
IEP18	Allow users to embed context sensitive statutes, policies, and guidelines on each form/screen and edit their own chosen help supports on all main pages of the system via pre-coded help areas for each screen.	\$0.00	Included in base price

IEP19	Allow users to print or export selected forms/screens or an entire IEP as a PDF.	\$0.00	Included in base price
IEP20	Allow users to change dates manually within select forms or all forms.	\$0.00	Included in base price
IEP21	Auto-calculate items such as Least Restrictive Environment, milestones, and due dates.	\$0.00	Included in base price
IEP22	Support progress monitoring, including archiving and retrieving previous data.	\$0.00	Included in base price
IEP23	Allow users the capability to associate progress monitoring milestones with a specific calendar date.	\$0.00	Included in base price
IEP24	Support case management tasks, such as adjusting caseloads and determining staff requirements by school or IEP service provider.	\$0.00	Included in base price
IEP25	Auto-generate and send calendar events to team members associated with a specific IEP; export and send calendar events for Google calendar, Apple calendar, and Microsoft Outlook (.ics).	\$0.00	Included in base price
IEP26	Allow AU to set student evaluation intervals and flag student records when they exceed the CDE defined interval.	\$0.00	Included in base price
IEP27	Allow AUs to transfer electronic student records to another AU.	\$0.00	Included in base price
IEP28	Support the use of a uniform nomenclature for providers (i.e., same job titles from group-to-group for roles such as counselor, audiologist, etc.).	\$0.00	Included in base price
IEP29	Allow CDE to add, edit, or remove options in dropdown menus.	\$0.00	Included in base price
IEP30	Allow AUs to purge data based on state or agency's data retention policies and requirements.	\$0.00	Included in base price
IEP31	Allow AUs to control which screens/forms a user can view based on assigned roles and permissions in the system.	\$0.00	Included in base price
IEP32	Allow AUs to select and transfer data extracts (in text, CSV format, or Excel) to Data Pipeline with a simple point-and-click interface.	\$0.00	Included in base price
IEP33	Allow AUs and CDE to run validation reports as text, CSV or Excel formats to view, perform further analysis, and edit data within the system or in the report files.	\$0.00	Included in base price
IEP34	Allow AUs to upload modified report files in text, CSV or Excel formats and transfer them to Data Pipeline manually.	\$0.00	Included in base price
IEP35	<b>This optional enhancement includes the cost to validate, record, and store secure <u>digital</u> signatures on 150,000 documents per year and integration of this feature into the main functionality of the IEP System. For electronic signatures, this price is \$75,000.</b>	\$166,250.00	Optional enhancement
IEP36	Included in the base price, the IEP System will provide translation in 191 languages via Google Translate. <b>This optional enhancement will provide translation/interpretation through third-party vendors to accurately localize forms and user-entered text into Spanish that is demonstrably more accurate than common online translation tools such as Google Translate. This service will require one-time production to the form and ongoing personal attention to user-entered text for each student/family requiring translation.</b>	\$9,500.00	Optional enhancement
IEP37	Included in the base price, the IEP System will provide translation in 191 languages via Google Translate. <b>This optional enhancement will provide translation/interpretation through third-party vendors to accurately localize forms and user-entered text into Vietnamese, Arabic, Chinese, Russian, and other languages that is demonstrably more accurate than common online translation tools such as Google Translate. This service will require one-time production to the form and ongoing personal attention to user-entered text for each student/family requiring translation.</b>	\$0.00	Optional enhancement; included in price for IEP36



<b>IEP38</b>	Provide production, testing, and training environments to which CDE has access.	\$0.00	Included in base price
<b>IEP39</b>	Maintain accurate duplication of the business rules of Data Pipeline for data specific to the IEP interchange and the December Count and End of Year data sets.	\$0.00	Included in base price
<b>IEP40</b>	Allow users to embed customized help supports, including training, job aids, supporting documentation, and instructional videos on all main pages of the system via pre-coded help areas for each screen.	\$0.00	Included in base price

- 5.7.1. The IEP System dashboard shall allow users to:
- 5.7.1.1. View and access the record for assigned students.
  - 5.7.1.2. View a to-do list with upcoming tasks and navigate directly to the area of the system where the action needs to take place.
  - 5.7.1.3. Send communications to other team members, including families.
  - 5.7.1.4. View status updates such as Submitted, Under Review, and Complete.
- 5.7.2. The IEP System shall integrate with other CDE and AU data management systems, including student information systems, Data Pipeline, and/or assessment databases. Contractor shall generate a list of systems that CDE requests to have connected to the IEP System and negotiate connecting data systems as necessary.
- 5.7.3. The IEP System shall allow CDE and AU administrators to manage permissions of users, including families, students, school staff, AU staff, general educators, special educators, related service providers, and CDE staff and tailor the dashboard and system access depending on the user.
- 5.7.4. The IEP System shall support Child Find requirements, including but not limited to:
- 5.7.4.1. Supporting collection of proactive intervention data through data entry tools and a data import feature. Data may come from Response to Intervention, Multi-Tiered Systems of Support, and other systemic problem-solving processes used by the AU. Proactive interventions can be assigned to teachers within the IEP System and will be added to the teacher's to-do list. Teachers will be prompted to conduct the intervention and include intervention data in the system. Data will then be available for determination of special education eligibility.
  - 5.7.4.2. A referral process which will guide general education teachers/LEA staff and parents/family members through a series of questions to provide the LEA with data supporting the potential need for a special education evaluation. After a referral is submitted, the IEP System will notify the individual(s) designated within the system of the referral. The LEA user can approve a full and individual initial special education evaluation and assign the evaluation to a district-associated team. If the evaluation is approved, the system will support school teams in obtaining parental consent for the evaluation. If the evaluation is refused, the IEP System will guide the user through the refusal process, ensuring all prior written notice requirements are met.
- 5.7.5. The IEP System shall support import and collection of evaluation data. Embedded data collection tools will allow evaluators to enter student evaluation data into the system. An import feature will allow evaluators to upload evaluation data and reports from screenings and formative assessments from outside providers. Evaluation data will be available in other parts of the IEP System, including Eligibility Determination and IEP Development.

- 5.7.6. The IEP System shall support IDEA eligibility determination through the data import and collection tools described above. The system will guide users through questions and prompts to make eligibility determination decisions based on analysis of student data and IDEA eligibility criteria.
- 5.7.7. Contractor shall work with CDE, and gather stakeholder input as requested by CDE, to create the IEP development process within the IEP System. The IEP System shall use questions, prompts, tips, flags, and warnings to guide users through each component of the IEP. Once the IEP development process is complete, the system will generate compliant IEP forms which can be printed for the student's file. Alternatively, users shall have the ability to utilize the forms view to complete blank IEP forms without the user supports described above.
- 5.7.8. The IEP System shall support the following processes to develop an IEP:
- 5.7.8.1. Present Levels of Academic Achievement and Functional Performance (PLAAFP). Based on imported data regarding the student's level of achievement, the IEP System will guide users through questions about how the student's disability adversely affects their progress and involvement in the general curriculum and the functional implications of the student's skills. Users will be prompted to include parent concerns regarding their child's education. Based on user responses, the IEP System will produce a compliant PLAAFP statement of the student's strengths and needs.
- 5.7.8.2. Special Factors. The IEP System will guide users through a series of questions regarding required special factors, including:
- 5.7.8.2.1. Behavior supports for students whose behavior impedes his or her learning or that of others;
- 5.7.8.2.2. Communication and language, especially for students who are deaf or hard of hearing;
- 5.7.8.2.3. Health needs for students who have health concerns;
- 5.7.8.2.4. Services for students who are limited in their English language proficiency;
- 5.7.8.2.5. Braille instruction for students who have visual impairments;
- 5.7.8.2.6. Assistive technology services and devices needed for the student to access the general curriculum; and
- 5.7.8.2.7. Accessible instructional materials for students.
- 5.7.8.2.8. Based on responses to the special factors questions, additional questions or options may be presented to complete related documents such as a Behavior Intervention Plan, Learning Media Plan, or Communication Plan.
- 5.7.8.3. Goal Development. The IEP System shall support the goal writing process by bringing relevant data from the PLAAFP statement, evaluation, and eligibility determination into this portion of the IEP. The system will support the development of measurable annual IEP goals by guiding users through a series of questions related to the unit of measurement, baseline, and related standard for each goal. As needed, The IT Systems will guide users through the process of developing measurable objectives or benchmarks that address the areas of need for students with intensive learning needs.
- 5.7.8.4. Progress Monitoring and Reporting. The IEP System shall assist users in developing progress monitoring procedures for each goal, including how progress toward meeting the goal will be measured, how often progress will be measured, and the decision-making

rule that will be used in considering instructional changes.

- 5.7.8.5. Special Education and Related Services. The IEP System shall remind users to include special education and related services based on identified areas of need. Users will be required to determine the amount, frequency, location, and duration of services. Following the Start-Up Period, CDE may elect to add a feature at no additional cost to track the provision of services on a service log, which will allow users to track the amount of service time provided to the student and progress toward meeting IEP goals.
- 5.7.8.6. Statewide Assessments. The IEP System shall guide users to make decisions regarding whether a student with a disability will participate in state- and district-wide assessments with or without accommodations or participate in alternate assessments based on the individual needs of the student.
- 5.7.8.7. Program Modifications and Supports. The IEP System shall guide users through a series of questions based on relevant data about a student's abilities and needs to individualize accommodations, modifications and supports. An IEP summary will include needed accommodations. The IEP System will automatically notify teachers through the messaging feature when an IEP is updated, including accommodations, modifications, and supports.
- 5.7.9. Once IEP development is complete, the IEP System shall support the following IEP implementation processes:
  - 5.7.9.1. Team Member Responsibilities. The IEP System shall allow users to assign IEP implementation roles and responsibilities to team members. Other tools such as messaging, reminders, and summaries allow users to track services and supports provided to the student.
  - 5.7.9.2. Progress Monitoring. The IEP System shall provide a feature to track student progress toward meeting IEP goals. When options are selected that indicate a student will not meet a goal or instructional strategies will be changed, the IEP System can prompt users to address the lack of progress. The progress reporting feature shall include data collection tools and visualizations of progress reporting data, such as charts, graphs, calendars, and archives, allowing teachers and parents to view student progress at a glance or in detail.
  - 5.7.9.3. Communication with Team Members. The IEP System shall provide communication tools based on State technology policies and privacy protections, including:
    - 5.7.9.3.1. Automatic email notifications of upcoming IEP due dates based on previously-created records. Email templates can be created for meeting notifications, accommodation reminders, or other needed information.
    - 5.7.9.3.2. The ability for AUs to securely transfer and share electronic student records with other AUs.
    - 5.7.9.3.3. Team member to-do lists. Items can be assigned to team members and added to their to-do list. Email notifications will be sent when assignments are made and complete, and reminders will be sent on a schedule determined by the AU until assignments are complete. General education teachers will receive notifications when students are assigned accommodations, modifications, supports, or services that must be implemented in their classrooms.
    - 5.7.9.3.4. Parent and student dashboards will allow communications with IEP team members on student progress, upcoming meetings, requested information, and any additional



messages team members want to send to parents and students.

- 5.7.9.4. Instructional Information. The IEP System shall allow users to include information about instructional strategies used to meet IEP goals, implement progress monitoring tools, and archive and retrieve previous IEP data. Administrative controls will allow AUs to configure progress monitoring to align with academic calendars, pausing for summer and other breaks.
- 5.7.9.5. Data Visualization. The IEP System shall include data visualizations that allow IEP teams to see the efficacy of instructional strategies on a particular student. The system will prompt the team to revise instructional strategies that are not working for a student.
- 5.7.10. The IEP System shall collect and store large quantities of student data and allow user access to historical system data based on permissions identified by CDE.
- 5.7.11. The IEP System shall include the following reporting capabilities to allow users to access data (dependent on user roles/permissions identified by CDE) and create reports without requiring Contractor support or advanced data analysis skills:
  - 5.7.11.1. A set of prepared reports available for users to access, download, and print at any time. Contractor shall work with CDE to determine the types of reports to include in this set. This set of reports will users to generate data using system-native visualization tools.
  - 5.7.11.2. Integrated modern reporting and data analysis tools with intuitive drag and drop functionality to create visualizations of data.
- 5.7.12. The IEP System shall support the following related forms and processes:
  - 5.7.12.1. Functional Behavior Assessments (FBA) and Behavior Intervention Plans (BIP). Contractor shall work with CDE to customize solutions for FBAs and BIPs, including but not limited to the following:
    - 5.7.12.1.1. Providing tools for IEP teams and behavior specialists to conduct FBAs, including observation instruments, behavior tracking tools, and behavior questionnaires for teachers and parents, and ensuring consent is obtained prior to conducting the FBA.
    - 5.7.12.1.2. Supporting development of BIPs, including identifying behavior antecedents, defining behavior in observable and measurable terms, identifying consequences, appropriate replacement behaviors and specially designed instruction to teach appropriate behavior. The IEP System will include data collection tools for users to easily monitor student progress on replacement behavior and document fidelity of BIP implementation.
  - 5.7.12.2. Manifestation Determinations. The IEP System will guide school teams and parents through the manifestation determination process with questions about the behavior incident and appropriate next steps such as change of placement, FBA, and/or BIP. Student discipline and behavioral intervention data will be readily accessible, and related data will be pre-populated on the screen as the team completes the manifestation determination process.
  - 5.7.12.3. Learning Media Plans. The IEP System will include guiding questions to assist IEP teams in developing a Learning Media Plan to address the need for supports and services for students who are blind or visually impaired (such as braille instruction).
  - 5.7.12.4. Communication Plans. The IEP System will include guiding questions to assist IEP teams in determining when a communication plan must be completed and documenting

language and accessibility needs of students who are deaf or hard of hearing.

## 5.8. DMS-Specific Functionalities

The DMS shall:

ID	Functionality Description	Max. Price for Functionality	Comments
DMS1	Include and support all existing CDE, state, and federally-required reports, surveys, and forms to be identified during requirements-gathering/discovery phase.	\$752,210.00	Base price
DMS2	Allow CDE to create and implement new CDE, state, and federally-required reports, surveys, and forms based on changes to statute or policy without Contractor support. Contractor will provide a survey tool which allows CDE to design and collect new data elements based on required reports, surveys, or forms.	\$0.00	Included in base price
DMS3	Allow CDE to generate ad hoc and recurring reports using DMS raw data.	\$0.00	Included in base price
DMS4	Allow CDE to share data and data visualization with AUs/LEAs.	\$0.00	Included in base price
DMS5	<b>This optional enhancement will provide for communication records between CDE and AU/LEA personnel that can be stored indefinitely. Contractor will maintain a log of all communication and messaging actions within the DMS and will provide a method for authorized CDE or AU administrative level users to export communication reports.</b>	\$14,250.00	Optional enhancement
DMS6	Automatically append all AU/LEA submissions to CDE with the submitter's contact information.	\$0.00	Included in base price
DMS7	Allow CDE to associate communications with a specific AU/LEA report or other definable and customizable events.	\$0.00	Included in base price
DMS8	Allow CDE to store associated attachments related to CDE/AU/LEA communications by AU/LEA, school, parent, and student.	\$0.00	Included in base price
DMS9	Allow CDE to store associated attachments using an intuitive, nested file structure with user-defined folders and subfolders to organize and store AU, school, parent, and student-related attachments by year, school year, report type, etc.	\$0.00	Included in base price
DMS10	<b>This optional enhancement will provide search capabilities that allow users to perform keyword searches on reports and attachments stored in the system. Effectiveness of keyword search on attached documents may be limited by the file format selected by the user (for example, pages with text that are uploaded as images will not be searchable), so Contractor will include a reminder for users about search functionality when documents are uploaded.</b>	\$3,800.00	Optional enhancement
DMS11	Allow CDE to create a report or view at-a-glance when an AU/LEA submits files, which files were submitted, the name of the submitter, and list any un-submitted files.	\$0.00	Included in base price
DMS12	The base DMS shall allow users to upload documentation associated with a specific student record or DMS activity. <b>This optional enhancement will provide a method for CDE to upload documents in a central location and assign documents to new or existing entities, such as AU, LEA, BOCES, student, or provider.</b>	\$7,600.00	Optional enhancement
DMS13	Automatically notify AU when a student evaluation is not completed within the CDE-defined interval; in the notification, include a link to a DMS survey form that requires the recipient to select the reason for a late evaluation.	\$0.00	Included in base price
DMS14	For each affected AU, auto generate an aggregated list of late student evaluations into a single DMS survey form.	\$0.00	Included in base price

<b>DMS15</b>	<b>This optional enhancement includes the cost to validate, record, and store secure <u>digital</u> signatures on 10,000 documents per year and integration of this feature into the main functionality of the DMS. For electronic signatures, this price is \$5,000.</b>	<b>\$9,500.00</b>	<b>Optional enhancement</b>
<b>DMS16</b>	Allow CDE to create forms to track noncompliance and assign them to a specific AU/LEA. Contractor will provide a survey tool which allows CDE to design and collect new data elements based on required reports, surveys, or forms.	\$0.00	Included in base price
<b>DMS17</b>	<b>This optional enhancement allows advanced users (CDE, AU, LEA leader) to mark form fields that need correction and provide specific directions to other users to missing or incorrect information or areas that require further attention.</b>	<b>\$4,750.00</b>	<b>Optional enhancement</b>
<b>DMS18</b>	The base DMS includes basic data validations to help ensure correct information is entered in the correct field. <b>This optional enhancement will allow advanced users to review and approve corrections made by other users before submitting to CDE.</b>	<b>\$4,750.00</b>	<b>Optional enhancement</b>
<b>DMS19</b>	Notify CDE when the AU/LEA has addressed compliance issues and submitted the validated form to CDE.	\$0.00	Included in base price
<b>DMS20</b>	Allow CDE to close/resolve compliance issues described in the form after manually verifying it was completed by the AU/LEA.	\$0.00	Included in base price
<b>DMS21</b>	Create push notifications to AU/LEA or CDE when a compliance item is unresolved and overdue.	\$0.00	Included in base price
<b>DMS22</b>	Allow CDE to batch distribute forms or surveys to all AUs or a subset of AUs.	\$0.00	Included in base price
<b>DMS23</b>	<b>This optional enhancement will include a High-Cost Reimbursement module allowing for submission and review of applications for eligible students. This module will link the application with the associated student/IEP and allow for all eligible student costs to be summarized in AU or LEA reports. The module will support AU transfer of High-Cost Reimbursement Applications to CDE and allow CDE to review, edit, and store these applications.</b>	<b>\$14,250.00</b>	<b>Optional enhancement</b>
<b>DMS24</b>	Allow CDE to open and view multiple IEPs in new browser tabs or windows.	\$0.00	Included in base price
<b>DMS25</b>	Provide simple navigation tools to allow CDE to page forward and backward through reports.	\$0.00	Included in base price
<b>DMS26</b>	Allow CDE and AU/LEAs to generate reports using system-native data visualization tools.	\$0.00	Included in base price
<b>DMS27</b>	Allow CDE to create surveys and allow external users such as parents to access and complete surveys directly in DMS.	\$0.00	Included in base price
<b>DMS28</b>	Share data among CDE user groups, including ESSU, the Office of Gifted Education, and the Federal Programs Unit. For example, based on role, certain users can access, view, and download another group's indicators and reports for their own research or reporting needs.	\$0.00	Included in base price
<b>DMS29</b>	Allow for the option for a CDE user to delete uploaded files.	\$0.00	Included in base price
<b>DMS30</b>	Allow for IEP files to be transferred from the IEP system to the DMS for review.	\$0.00	Included in base price
<b>DMS31</b>	Provide a comments and attachments section for each AU/LEA.	\$0.00	Included in base price

<b>DMS32</b>	Included in the base price, the user can upload a file that represents a randomly selected group of students and establish those students as "cases" for review. <b>This optional enhancement will allow CDE to draw random samples from student CSV or Excel files. Contractor will collaborate with CDE to either jointly build the specification that can be imported into the DMS to identify a sample, or Contractor will create the sample based on student data available through the data integration process.</b>	<b>\$9,500.00</b>	<b>Optional enhancement</b>
<b>DMS33</b>	Allow for CDE user to have option to assign a DMS internal reference code to students in samples for DMS reference only, so student records can be identified outside of DMS system (to protect PII). Allow for unique reference codes for surveys. Allow for lookup with these reference codes in search.	\$0.00	Included in base price
<b>DMS34</b>	<b>This optional enhancement will use the sampling tool described in DMS32 to allow CDE to append student records to existing samples by importing student data from CSV or Excel files.</b>	<b>\$6,650.00</b>	<b>Optional enhancement</b>
<b>DMS35</b>	Allow the option for CDE user to be able to exclude and/or replace student records to existing samples.	\$0.00	Included in base price
<b>DMS36</b>	<b>This optional enhancement will use the sampling tool described in DMS32 to allow CDE to populate survey data from a sample back into student records by importing data from a CSV or Excel file.</b>	<b>\$14,250.00</b>	<b>Optional enhancement</b>
<b>DMS37</b>	Allow an option for samples to be pulled but hidden from AUs until a set date and time.	\$0.00	Included in base price
<b>DMS38</b>	Allow an option for CDE user to title samples and choose any date to include with title of sample, past, present or future.	\$0.00	Included in base price
<b>DMS39</b>	Allow CDE user to choose a "confidential" option for uploaded attachments and comments that only certain AU/LEA and CDE roles can see.	\$0.00	Included in base price
<b>DMS40</b>	Allow CDE access to locally uploaded documents and data for purposes of monitoring in accordance with federal and state rules and regulations.	\$0.00	Included in base price
<b>DMS41</b>	Provide production and testing environments to which CDE has access.	\$0.00	Included in base price
<b>DMS42</b>	<b>This optional enhancement will allow user changes to files, records, and reports to be logged by the DMS. CDE will be able to run a change report that identifies changes (who, when, what) to conduct further audit.</b>	<b>\$12,350.00</b>	<b>Optional enhancement</b>
<b>DMS43</b>	Allow CDE to add, define, delete, edit and assign default and custom system roles for AU/LEA users.	\$0.00	Included in base price
<b>DMS44</b>	Included in the base system, users will be able to enter comments and send outgoing messages. <b>This optional enhancement will engage a third-party vendor to provide native, live support/chat functionality to facilitate real-time communication between CDE and users or AU/LEA administrators and includes unlimited users up to 20,000 chats per month. If usage exceeds 20,000 chats per month for three consecutive months, Contractor will initiate the change management procedure.</b>	<b>\$49,400.00</b>	<b>Optional enhancement</b>
<b>DMS45</b>	<b>This optional enhancement will integrate a third-party live support/chat feature to facilitate real-time communication between CDE users and AU/LEA administrators.</b>	<b>\$0.00</b>	<b>Optional enhancement; included in DMS44 price</b>
<b>DMS46</b>	<b>This optional enhancement will allow AUs and CDE to view and audit IEP reviews to determine if they are complete.</b>	<b>\$9,500.00</b>	<b>Optional enhancement</b>
<b>DMS47</b>	Provide tracking, reporting, and graphing capabilities for IDEA state performance plan and target indicators via CDE's Data Pipeline Indicator.	\$0.00	Included in base price

- 5.8.1. The DMS shall include the following functionalities:
  - 5.8.1.1. Integrated dashboards customized by role.
  - 5.8.1.2. Administrative rights to add, define, delete, edit, and assign roles based on permissions. Authorized users will be able to target particular data requests, requests for additional information, corrections of noncompliance, and communications.
  - 5.8.1.3. Simple navigation tools including capability to page forward and page backward through reports.
- 5.8.2. The DMS shall integrate with the following systems:
  - 5.8.2.1. The IEP System – the DMS shall automatically connect all data from the IEP System for immediate role-based user access.
  - 5.8.2.2. The ALP System, Gifted DMS, and Federal Programs DMS as these modules are built – the DMS shall automatically connect data from all available modules for immediate role-based user access.
  - 5.8.2.3. Data Pipeline – the DMS shall provide real-time access to accountability data such as school/district staff statistics, pupil membership, graduation statistics, dropout statistics, attendance information, and statewide general statistics as determined by CDE.
  - 5.8.2.4. Other systems and applications – Contractor shall work with CDE during the requirements gathering phase to determine which systems need integration.
- 5.8.3. The DMS shall support all current state- and federally-required reports, surveys, and forms and provide a method to create and implement new procedures in accordance with regulatory changes.
- 5.8.4. The DMS shall support automated proactive supervision reports and provide access to statewide historical data to support general supervision activities.
- 5.8.5. The DMS shall support differentiated accountability at the LEA and AU levels. Local agency tiers will be based on performance, compliance, risks, and other CDE selected inputs. The DMS shall also support LEAs/AUs in improving or maintaining tier/status.
- 5.8.6. The DMS shall support creation of predefined reports. Contractor shall provide CDE with training on DMS analytical features and reporting capabilities.
- 5.8.7. The DMS shall include the following submodules:
  - 5.8.7.1. Compliance Monitoring and Integration Submodule. This submodule will integrate data from the IEP System to support Colorado's Continuous Improvement Process (CIP). Contractor shall work with CDE and AUs to develop and implement compliance monitoring data collection tools and surveys within this submodule.
  - 5.8.7.2. IDEA SPP/APR Indicators Submodule. This submodule will pull data from the IEP System, Data Pipeline, and other applications to facilitate analysis and reporting across indicators, including but not limited to B1 Graduation, B2 Dropout, B3 Statewide Assessment, B5 Placement, B6 Early Childhood Settings, B7 Preschool Outcomes, B8 Parent Involvement, B11 Child Find Timelines, B12 Part C to B Transition, B13 Secondary Transition with IEP Goals, B14 Secondary Transition, Child outcome data for children age 3–5 (619), etc. This submodule will associate indicator data by agency with other system data, such as IEP data, fiscal data, compliance findings data, improvement plan data, professional development data, etc. Contractor shall work with CDE to develop

and implement indicator data collection tools and reports within this submodule.

- 5.8.7.3. DMS Reporting Submodule. This submodule shall provide a business intelligence tool where users (based on role/permissions) can view predefined reports and generate custom reports using data derived from multiple systems and submodules. CDE will have the ability to import additional data sources and set the DMS to score imported data by a score range (e.g., percent of SWD scoring within two points on a continuum), based on dichotomous data (e.g., 100% compliant vs. <100% compliant), or weigh inputs as portions of multiples of weights relative to other data sources. Contractor shall provide CDE with general backend rules, such as limiting the N-size, to help with the analysis. Users can publish created report structures for others to use. The DMS Reporting Submodule shall provide data visualization tools to allow users to generate tables, graphs and charts based on the selected reports. The DMS shall also provide the ability to track, report, and graph IDEA state performance plan and target indicators via Data Pipeline.
- 5.8.8. Contractor shall develop the following submodules after the Start-Up Period at no additional cost:
  - 5.8.8.1. Coordinated Early Intervening Services (CEIS) Data Submodule. This submodule shall provide CEIS information gathering and reporting and allow CDE to track and support districts in implementing CEIS activities. Contractor shall work with CDE to design CEIS inputs and submodule customization.
  - 5.8.8.2. Dispute Resolution Submodule. This submodule shall import summary agency-level dispute resolution data, such as mediations, complaints, and due process hearings, into the DMS to track agency compliance and progress and inform general supervision data reports. Contractor shall work with CDE to customize this submodule and reporting features.
  - 5.8.8.3. Facilitated Self-Assessment Submodule. This submodule shall provide AUs with summary data in one place for monitoring purposes, including data available in multiple systems such as student outcomes, IEP compliance, AU performance, technical assistance, tiered determinations, progress monitoring, APR and federal reporting, analyses, and any other available data CDE elects to include. The submodule will have the ability to link to state data systems to allow AUs compare data points within the module, such as student response to MTSS interventions, math proficiency scores, or secondary transition data. The submodule shall allow AUs to identify trends in student performance data or compliance concerns and can be programmed to flag indicators that students or programs may be at risk. The submodule shall include a reporting system that will allow users to decide what data to view and how they want to compare data. The submodule will allow AUs to review APR reporting data prior to submission to the state, and allow districts to share compliance indicator data traditionally collected through state monitoring, such as initial evaluation timeline data (Indicator B11) or complete transition plans (Indicator B13). This submodule shall include, at a minimum, the following domains: a) child find/referral/initial evaluation; b) delivery of services; c) school completion; d) least restrictive environment; e) family engagement; f) fiscal including parentally placed private school children.

## 5.9. ALP System-Specific Functionalities

The ALP System shall be based on the IEP System built for ESSU, shall include all of the functionalities of the IT Systems described in this Contract, and shall be customized to the needs of the Office of Gifted Education. The ALP System shall include the following functionalities:

ID	Functionality Description	Max. Price for Functionality	Comments
ALP1	Allow users to create and maintain student ALPs that meet all AU, state, and federal requirements.	\$522,500.00	Base price
ALP2	Integrate seamlessly with individual district student information systems.	\$0.00	Included in base price
ALP3	Allow AU to generate End-of-Year data sets of the files needed to submit to Data Pipeline. Includes validation and error reporting.	\$0.00	Included in base price
ALP4	Allow AUs to generate ad hoc and user-defined recurring reports using any ALP data. Includes customized content based on ALP forms.	\$0.00	Included in base price
ALP5	Allow CDE and AUs to generate reports using system-native data visualization tools. Includes customized content based on ALP forms.	\$0.00	Included in base price
ALP6	Allow CDE and AUs to generate reports by school, district, AU, and state.	\$0.00	Included in base price
ALP7	Retain records, system logs, and historical system data indefinitely; allow users to easily access and report on that data. Users can change the academic year to access historical data "as of" the date of submission and/or year end.	\$0.00	Included in base price
ALP8	Execute form validation on each form within the system and prevent users from continuing to the next form/screen until all deficiencies are addressed. Prompts, warnings, and reminders will be used to ensure completion prior to submission.	\$0.00	Included in base price
ALP9	Clearly denote all required fields that users must complete on each form/screen.	\$0.00	Included in base price
ALP10	All electronic forms in the system must exactly match state forms.	\$0.00	Included in base price
ALP11	Allow users to complete an ALP using a guided, step-by-step approach or, for advanced users, allow random access to ALP screens/forms. Includes non-linear navigation to allow users flexibility in the order of completion.	\$0.00	Included in base price
ALP12	Allow users to search ALPs using keywords and Boolean strings.	\$0.00	Included in base price
ALP13	Automatically notify educator of upcoming ALP due dates based on previously created records. Contractor will provide extensive notification system using emails, login alerts, and dashboard "to do" lists, which allows users to customize alerts and notifications within the system.	\$0.00	Included in base price
ALP14	Allow CDE or AUs to configure progress monitoring to coincide with academic calendar and pause during summer breaks.	\$0.00	Included in base price
ALP15	Auto-save user text entries and widget selections in real time or using an interval defined by the user, AU or CDE.	\$0.00	Included in base price
ALP16	Allow only one active user at a time to edit forms/screens; once a user is granted editing permissions, all other users accessing the same form or screen should have only read access to prevent multiple users from inadvertently overwriting each other's edits. For example, if AUs require that users to use particular verbiage in a text entry field for each student record, AUs should be able to prepopulate that text so that it appears each time an educator accesses an affected screen.	\$0.00	Included in base price
ALP17	Allow CDE and AUs to embed context sensitive state statute and AU policies and guidelines on each form/screen. Users will be able to embed and edit their own chosen help supports on all main pages of the system, via pre-coded help areas for each screen.	\$0.00	Included in base price
ALP18	Allow users to print or export selected forms/screens or an entire ALP as PDF.	\$0.00	Included in base price
ALP19	Allow users to change dates manually within select forms or all forms.	\$0.00	Included in base price
ALP20	Auto-calculate items such as milestones and due dates.	\$0.00	Included in



			base price
ALP21	Support progress monitoring including archiving and retrieving previous data.	\$0.00	Included in base price
ALP22	Allow users the capability to associate progress monitoring milestones with a specific calendar date.	\$0.00	Included in base price
ALP23	Auto-generate and send calendar events to team members associated with a specific ALP; export and send calendar events for Google calendar, Apple calendar, and Microsoft Outlook (.ics).	\$0.00	Included in base price
ALP24	Allow AU to set student evaluation intervals and flag student records.	\$0.00	Included in base price
ALP25	Allow AUs to transfer electronic student records to another AU.	\$0.00	Included in base price
ALP26	Support the use of a uniform nomenclature for providers.	\$0.00	Included in base price
ALP27	Allow CDE to add, edit, or remove options in dropdown menus.	\$0.00	Included in base price
ALP28	Allow AUs to purge data based on state or agency's data retention policies and requirements.	\$0.00	Included in base price
ALP29	Allow AUs to control which screens/forms an user can view based on assigned roles and permissions in the system.	\$0.00	Included in base price
ALP30	Allow AUs to select and transfer data extracts (in text, CSV format, or Excel) to Data Pipeline with a simple point-and-click interface.	\$0.00	Included in base price
ALP31	Allow AUs and CDE to run validation reports as text, CSV or Excel formats to view, perform further analysis, and edit data within the system or in the report files.	\$0.00	Included in base price
ALP32	Allow AUs to upload modified report files in text, CSV or Excel formats and transfer them to Data Pipeline manually.	\$0.00	Included in base price
ALP33	<b>This optional enhancement includes the cost to validate, record, and store secure digital signatures on 80,000 documents per year and integration of this feature into the main functionality of the ALP System. For electronic signatures, this price is \$38,000.</b>	<b>\$76,000.00</b>	<b>Optional enhancement</b>
ALP34	Included in the base price, the ALP System will provide translation in 191 languages via Google Translate. <b>This optional enhancement will include translation/interpretation to accurately localize forms and user-entered text into Vietnamese, Arabic, Chinese, Russian, and other languages that is demonstrably more accurate than common online translation tools such as Google Translate. Contractor will secure this service through third party vendors as needed. This service will require one-time production to the form and ongoing personal attention to user-entered text for each student/family requiring translation.</b>	<b>\$665.00</b>	<b>Optional enhancement</b>
ALP35	Included in the base price, the ALP System will provide translation in 191 languages via Google Translate. <b>This optional enhancement includes translation/interpretation to accurately localize forms and user-entered text into Spanish that is demonstrably more accurate than common online translation tools such as Google Translate. Contractor will secure this service through third party vendors as needed. This service will require one-time production to the form and ongoing personal attention to user-entered text for each student/family requiring translation.</b>	<b>\$950.00</b>	<b>Optional enhancement</b>
ALP36	Provide production, testing, and training environments.	\$0.00	Included in base price
ALP37	Maintain accurate duplication of the business rules of Data Pipeline (see <a href="http://www.cde.state.co.us/datapipeline">www.cde.state.co.us/datapipeline</a> ) for data specific to the October Count and End of Year data sets.	\$0.00	Included in base price
ALP38	Allow users to embed customized help supports, including training, job aids, supporting documentation, and instructional videos on all main	\$0.00	Included in base price



pages of the system via pre-coded help areas for each screen.		
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### 5.10. Gifted DMS-Specific Functionalities

The Gifted DMS shall be based on the DMS built for ESSU, shall include all of the functionalities of the IT Systems as described in this Contract, and shall be customized to the needs of the Office of Gifted Education. The Gifted DMS shall include the following functionalities:

ID	Functionality Description	Max. Price for Functionality	Comments
GDMS1	Support data gathering and reporting for the Office of Gifted Education.	\$232,750.00	<b>Base price</b>
GDMS2	Allow CDE to generate performance plans for AUs to include narrative and quantitative data.	\$0.00	Included in base price
GDMS3	Allow CDE and AUs to generate reports using system-native data visualization tools.	\$0.00	Included in base price
GDMS4	<b>Include a chat feature between AUs and CDE for questions and assistance. See details for Feature ID DMS44. Included in price of DMS44 if purchased by ESSU; otherwise may be purchased for GDMS for price listed at DMS44.</b>	<b>\$0.00</b>	<b>Optional enhancement</b>
GDMS5	Include folders, subfolders and filters for documents.	\$0.00	Included in base price
GDMS6	Include reminders and notifications of updates directed to appropriate person in AU and CDE.	\$0.00	Included in base price
GDMS7	Require validation on documents prior to closing.	\$0.00	Included in base price
GDMS8	Transfer reports from year to year and allow editing rights for minor revisions.	\$0.00	Included in base price
GDMS9	Share data between ALP System and IEP System.	\$0.00	Included in base price
GDMS10	Create ad hoc and recurring reports using data from ALP System and IEP System.	\$0.00	Included in base price

### 5.11. Federal Programs DMS-Specific Functionalities

The Federal Programs DMS shall be based on the functionalities of the DMS for ESSU and shall be customized based on the needs of the Federal Programs Unit. The Federal Programs DMS shall also include the following functionalities:

ID	Functionality Description	Max. Price for Functionality	Comments
FDMS1	Support data gathering and reporting for the Federal Programs Unit.	\$261,250.00	<b>Base price</b>
FDMS2	Allow CDE to generate reports based on legal indicator status for compliance monitoring.	\$0.00	Included in base price
FDMS3	Allow CDE and LEAs to generate reports using system-native data visualization tools.	\$0.00	Included in base price
FDMS4	Include folders, subfolders and filters for documents.	\$0.00	Included in base price
FDMS5	Include reminders and notifications of updates directed to appropriate person in district and CDE.	\$0.00	Included in base price
FDMS6	Allow interface with CDE CORE application system.	\$0.00	Included in base price
FDMS7	Require validation of documents prior to closing.	\$0.00	Included in base price
FDMS8	Transfer reports from year to year and allow editing rights for minor revisions.	\$0.00	Included in base price
FDMS9	Create ad hoc and recurring reports using data from Federal Program system.	\$0.00	Included in base price

<b>FDMS10</b>	Allow CDE to add, define, delete, edit and assign default and custom system roles for LEA users.	\$0.00	Included in base price
<b>FDMS11</b>	Allow CDE access to locally uploaded documents and data for purposes of monitoring in accordance with federal and state rules and regulations.	\$0.00	Included in base price
<b>FDMS12</b>	Support separate system of custom roles for CDE and LEA users.	\$0.00	Included in base price

## SECTION 6.0 PROJECT SCHEDULE

- 6.1. Contractor shall adhere to the following estimated project schedule for the IEP System and the DMS. This schedule may change depending on the Contract Effective Date, and may be modified as necessary during the initial Contract term at CDE's discretion in consultation with Contractor. CDE understands that it may be required to provide information to Contractor in order for Contractor to adhere to the project schedule and deliver a fully operational IEP System and DMS by the Operational Start Date. CDE understands that its failure to deliver all necessary information to Contractor in a timely manner or otherwise meet deadlines as determined by the parties may result in delays in the project schedule.

<b>IEP System</b>		
<b>Activity</b>	<b>Estimated Start</b>	<b>Estimated End</b>
Project initiation	Sep. 2020	Sep. 2020
Test plan	Sep. 2020	Oct. 2020
Training plan	Sep. 2020	Oct. 2020
Initial knowledge gathering, project scope definition, process review sessions	Sep. 2020	Oct. 2020
Technical analysis, software requirements, functional requirements, specification documents	Oct. 2020	Mar. 2021
System development	Oct. 2020	Mar. 2021
Front-end design (ongoing, as part of overall development)	Oct. 2020	May 2021
Reporting functionality (ongoing, as part of overall development)	Oct. 2020	May 2021
System documentation	Oct. 2020	May 2021
User Acceptance Testing	Nov. 2020	Apr. 2021
Data conversion for existing data, including test imports	Oct. 2020	Apr. 2021
Implementation plan for release	Mar. 2021	May 2021
Training as described in training plan	Apr. 2021	June 2021
Deployment for all users	June 2021	June 2021
Maintenance/warranty period	July 2021	June 2022
Product and process evaluation	July 2021	June 2022
Conclusion of warranty	June 2022	June 2022
Ongoing maintenance and enhancements	July 2022	June 2031

<b>DMS</b>		
<b>Activity</b>	<b>Estimated Start</b>	<b>Estimated End</b>
Project initiation	Aug. 2020	Aug. 2020

Test plan	Aug. 2020	Sep. 2020
Training plan	Aug. 2020	Sep. 2020
Initial knowledge gathering, project scope definition, process review sessions	Aug. 2020	Sep. 2020
Technical analysis, software requirements, functional requirements, specification documents	Sep. 2020	Dec. 2020
System development	Oct. 2020	Feb. 2021
Front-end design (ongoing, as part of overall development)	Oct. 2020	May 2021
Reporting functionality (ongoing, as part of overall development)	Oct. 2020	May 2021
System documentation	Oct. 2020	May 2021
Data model and linking to external systems	Aug. 2020	Dec. 2020
User Acceptance Testing	Nov. 2020	Apr. 2021
Data conversion for existing data, including test imports	Sep. 2020	Mar. 2021
Implementation plan for release	Mar. 2021	May 2021
Training as described in training plan	Apr. 2021	June 2021
Deployment for all users	June 2021	June 2021
Maintenance/warranty period	July 2021	June 2022
Product and process evaluation	July 2021	June 2022
Conclusion of warranty	June 2022	June 2022
Ongoing maintenance and enhancements	July 2022	June 2031

- 6.2. The project schedule for the ALP System, Gifted DMS, and/or Federal Programs DMS shall be determined by the parties at a later date but shall follow the same steps/processes as the above schedule.

## **SECTION 7.0 CLOSEOUT PERIOD**

- 7.1. Following the end of the Start-Up Period, but no later than one year prior to the end of the last Contract extension term as determined by CDE in accordance with Section 2.C. of the Contract, CDE shall, in its sole discretion, select and define the post-Contract ownership/hosting/maintenance plan for the IT Systems, which shall include the following options:
- 7.1.1. Full transition of the IT Systems and all data to CDE at the end of the last Contract extension term. If CDE selects this option, Contractor shall work with CDE's IMS staff and other personnel designated by CDE to transition full control and hosting responsibilities of CDE's copy of the IT Systems to CDE at the end of the last Contract extension term, including migration of all data stored within the IT Systems in a format acceptable to CDE. Contractor shall provide CDE with all documentation, training, and information necessary to understand the IT Systems' structure, hosting locations, data migration requirements, and other needs to ensure a seamless transition to CDE with no disruption to users. If CDE selects this option, Contractor shall begin the transition process no less than nine months before the last Contract extension term end date. The cost for Contractor to transition the IT Systems to CDE shall be included in the annual hosting/maintenance costs as stated in Exhibit B. Following transition of the IT Systems as described in this paragraph, the IT Systems will be fully hosted, and maintained by CDE, and CDE will pay no hosting, maintenance, license fees, or other costs to Contractor once the Contract ends.

- 7.1.2. Engagement of Contractor to provide continued hosting, maintenance, and/or other support for the IT Systems after the end of the final Contract extension term, subject to procurement rules and statutes then in effect. The terms and rates of such continued support shall be negotiated and determined by the parties prior to the Closeout Period.
- 7.2. Transfer of all data contained within the IT Systems to CDE or a new contractor/system during the Closeout Period shall be in a format acceptable to CDE.
- 7.3. Based on the post-Contract ownership/hosting/maintenance plan selected by CDE, Contractor shall create a Closeout Plan that, at a minimum:
  - 7.3.1. Describes all requirements, steps, timelines, milestones and deliverables necessary to transition the services and data described in the Contract according to the post-Contract ownership/hosting/maintenance plan determined by CDE.
  - 7.3.2. Designates an individual to act as a closeout coordinator, who will ensure that all requirements, steps, timelines, milestones and deliverables contained in the Closeout Plan are completed and work with the Department and any other contractor to minimize the impact of the transition on the Department.
- 7.4. Contractor shall deliver the Closeout Plan to CDE for review and approval within 30 days following notice of the post-Contract ownership/hosting/maintenance option selected by CDE. CDE may modify or revise its post-Contract ownership/hosting/maintenance option at its sole discretion at any time prior to the beginning of the Closeout Period. Contractor shall revise the Closeout Plan as requested by CDE to account for any technical, procedural or other changes that impact the Closeout Plan, and shall submit the revised Closeout Plan to CDE for review and approval within 30 days of such request.
- 7.5. During the Closeout Period, Contractor shall:
  - 7.5.1. Complete all steps, deliverables and milestones contained in the most current Department-approved Closeout Plan.
  - 7.5.2. Ensure that all responsibilities under the Contract have been transferred according to the Closeout Plan without significant interruption.
  - 7.5.3. Notify any Subcontractors of the termination of the Contract, as directed by the Department.
- 7.6. The Closeout Period may extend past the termination of the Contract. CDE will perform a closeout review to ensure that Contractor has completed all requirements of the Closeout Plan. If Contractor has not completed all of the requirements of the Closeout Plan by the date of the termination of the Contract, then any incomplete requirements shall survive termination of the Contract.
- 7.7. All costs for Closeout Period activities shall be included in the annual hosting/maintenance cost for the final Contract year as stated in Exhibit B.

## **SECTION 8.0 DELIVERABLES, EXTENSION TERM PAYMENTS, HOURLY WORK, AND INVOICING**

The only compensation to be provided to Contractor for the Work described in the Contract is listed in this Section 8.0. No other costs will be paid or expenses reimbursed. All payments shall be inclusive of overhead, profit, administrative costs, hourly fees, cost of living increases, personnel compensation, travel, insurance, reimbursement expenses, and all other costs or expenses incurred by Contractor necessary for completion of the Work. CDE will not pay separately for any additional costs/fees not

described in the Contract. Costs required to provide the products and services described in the Contract that are not identified herein shall be the sole responsibility of Contractor.

### **8.1. Start-Up Period Deliverables – IEP System & DMS**

- 8.1.1. The maximum amount payable to Contractor during the Start-Up Period for all Work required to deliver an operational IEP System and DMS with all functionalities described in the Contract shall be \$2,486,435, as stated in Exhibit B. Payments will be made upon Contractor's completion to CDE's satisfaction of the deliverables set forth in Exhibit B.
- 8.1.2. CDE will not pay hourly for any Work performed during the Start-Up Period to build and deliver the IEP System and DMS with all functionalities described in the Contract. Payments for all Work performed during the Start-Up Period to build the IEP System and DMS shall be deliverable-based as described in Exhibit B.
- 8.1.3. In addition to the deliverables described in Exhibit B, Start-Up Period payments shall include cloud hosting, all server/maintenance costs, and expert technical assistance for IDEA compliance monitoring.

### **8.2. Contract Extension Term Warranty, Hosting & Maintenance – IEP System & DMS**

- 8.2.1. Following the Start-Up Period, for all Contract extension terms, CDE shall pay annual hosting and maintenance fees to Contractor for the IEP System and DMS at the rates listed in Exhibit B. Contractor shall not charge any licensing fees or royalties for the custom-built IEP System or the DMS. The annual rates listed in Exhibit B shall be divided into 12 equal monthly payments.
- 8.2.2. Annual hosting and maintenance fees shall include:
  - 8.2.2.1. Maintenance of full functionality of all features of the IEP System and DMS.
  - 8.2.2.2. Implementation of system updates whenever necessary.
  - 8.2.2.3. Unlimited on-demand availability of system resources, including data and file storage, server-side processing, system monitoring, and optimized network content delivery.
  - 8.2.2.4. Revisions to the IEP System and DMS necessary to comply with changes to state or federal laws and regulations.
  - 8.2.2.5. Program and process evaluations to identify and prioritize additional customization efforts.
  - 8.2.2.6. System modifications and enhancements as requested by CDE (large-scale modifications requiring additional costs shall adhere to the hourly work process described in Section 8.3 below).
  - 8.2.2.7. Updates to training materials in response to system changes.
  - 8.2.2.8. Ongoing training and user support as described in Section 5.6 above.
  - 8.2.2.9. Cloud hosting and all server maintenance.
  - 8.2.2.10. Staff resources required to provide the above services.
- 8.2.3. During the first full year following completion and implementation of the IEP System and DMS, Contractor shall provide warranty support for issue resolution, bug fixes, and correction of system functionality problems. Warranty support shall be included in the price of the first extension term annual hosting and maintenance costs listed in Exhibit B. During the warranty period, Contractor shall:

- 8.2.3.1. Create a prioritized list of warranty defects identified by CDE and Contractor. Contractor shall maintain this list until all warranty defects are resolved; unresolved defects may only be removed from the list with approval from CDE.
- 8.2.3.2. Analyze all defects identified and determine, in consultation with CDE, whether the defects are traceable to system functionalities listed in the Contract.
- 8.2.3.3. Resolve all warranty defects at no charge.
- 8.2.3.4. For defects or change requests determined by the parties to be outside the scope of system functionalities listed in the Contract, Contractor shall follow the process for hourly work described in Section 8.3 below.
- 8.2.3.5. Deliver an Implementation/Warranty Closeout Report two weeks prior to the conclusion of the warranty period that discusses overall system health, user satisfaction, ongoing issues and challenges, and recommendations for future changes/enhancements.

### **8.3. Hourly Work**

- 8.3.1. Following Contractor's completion and delivery of an operational IEP System and DMS with all functionalities described in the Contract, CDE, at its sole discretion, may request Contractor to provide additional support and/or build additional enhancements or functionalities for the IEP System and DMS not described in the Contract. The cost for Contractor to provide additional support or build additional enhancements or functionalities shall be based on the hourly rate of **\$130** stated in Exhibit B. The hourly rate is inclusive of all overhead, profit, administrative costs, hourly fees, cost of living increases, personnel compensation, travel, insurance, reimbursement expenses, and all other costs or expenses incurred by Contractor to perform the hourly work.
- 8.3.2. The following protocol shall apply to Department-requested hourly work:
  - 8.3.2.1. CDE will submit a written request describing the work/enhancement(s) requested.
  - 8.3.2.2. Contractor shall respond in writing to CDE's request within three Business Days of receipt. Contractor's response shall include:
    - 8.3.2.2.1. A description of the activities and milestones required to complete the work;
    - 8.3.2.2.2. An estimate of the number of hours required to complete each milestone;
    - 8.3.2.2.3. A description of the personnel proposed to work on the project and their work responsibilities;
    - 8.3.2.2.4. A timeline of estimated completion dates of activities required for the project;
    - 8.3.2.2.5. The total price for the additional work (number of hours multiplied by the hourly rate of \$130); and
    - 8.3.2.2.6. Any additional detail requested by CDE to scope the hourly work.
  - 8.3.2.3. CDE will review Contractor's response and work with Contractor on any changes or modifications to the work as deemed necessary.
  - 8.3.2.4. Once the parties agree to the scope of the hourly work, CDE, in its sole discretion, will provide written authorization to Contractor to proceed with the work. Under no circumstances shall Contractor perform any additional work without written authorization from the Department.
- 8.3.3. Contractor shall not perform any hourly work for which funds are not available under the

contract in effect at the time the work is performed. If additional funding is required, that contract may be amended to add additional funds.

- 8.3.4. Payment for hourly work will be deliverable-based according to the activities and milestones agreed to by the parties. Payment for hourly projects will be made upon Contractor's completion of the deliverables/milestones to the Department's satisfaction and submission of a complete and accurate invoice.
- 8.3.5. If Contractor requires additional hours to complete the work/enhancement(s) beyond the number of hours authorized by CDE, CDE shall not pay or be billed for those additional hours.

#### **8.4. AU Self-Hosting**

- 8.4.1. Costs for Contractor to install and maintain a self-hosted instance of the IEP System will be negotiated and contracted for between Contractor and the individual AU – CDE will not be a party to these contracts and will have no responsibility for managing or enforcing terms of contracts between Contractor and AUs. Costs for Contractor to install and maintain a self-hosted instance of the IEP System shall be capped at the rates stated in Exhibit B and shall include:
  - 8.4.1.1. Determination of AU self hosting needs, including bandwidth and storage needs.
  - 8.4.1.2. Technical assistance and support for the installation and configuration of a stand-alone instance of the system database and IEP System front end.
  - 8.4.1.3. Set up of data transfer to the statewide IEP System to support annual reporting.
  - 8.4.1.4. Access to training and documentation provided through CDE.
  - 8.4.1.5. Support for the AU to install annual system updates to the IEP System.
- 8.4.2. The rates stated in Exhibit B for AU self-hosting do not include:
  - 8.4.2.1. Hosting services.
  - 8.4.2.2. Support for network or server issues, including server maintenance.
  - 8.4.2.3. OS/web service/security patches, or other maintenance.
  - 8.4.2.4. Support for connectivity issues once the initial installation has passed all connectivity tests.
  - 8.4.2.5. Provisioning or tuning of the underpinned services or OS.
  - 8.4.2.6. Uptime management.
  - 8.4.2.7. Transfer of data or files from the statewide system to the AU's stand-alone system.

#### **8.5. ALP System, Gifted DMS, and Federal Programs DMS – System Build, Contract Extension Term Warranty, Hosting & Maintenance, and Hourly Rates**

- 8.5.1. The ALP System, Gifted DMS, and Federal Programs DMS will be contracted for separately as amendment(s) to the Contract. Pricing for Contractor to build each system depending on the functionalities selected by the respective programs will be negotiated at a later date and shall be capped at the rates stated in Exhibit B.
- 8.5.2. CDE will not pay hourly for any Work required to build and deliver the ALP System, Gifted DMS, and/or Federal Programs DMS with all functionalities described in Exhibit B. Payments for all Work required to build and deliver these systems shall be deliverable-based.

- 8.5.3. In addition to the Work required to deliver an operational ALP System, Gifted DMS, and/or Federal Programs DMS, the system build costs stated in Exhibit B shall include cloud hosting, and all server/maintenance costs.
- 8.5.4. Following the system build of the ALP System, Gifted DMS, and/or Federal Programs DMS, for all subsequent Contract extension terms, Contractor shall provide all hosting and maintenance services described in Section 8.2 above for the ALP System, Gifted DMS, and/or Federal Programs DMS. The annual hosting and maintenance fees shall be capped at the rates listed in Exhibit B. Contractor shall not charge any licensing fees or royalties for the custom-built ALP System, Gifted DMS, and/or Federal Programs DMS. The annual rates listed in Exhibit B shall be divided into 12 equal monthly payments.
- 8.5.5. During the first full year following completion and implementation of the ALP System, Gifted DMS, and/or Federal Programs DMS, Contractor shall provide warranty support for issue resolution, bug fixes, and correction of system functionality problems. Warranty support shall be included in the price of the first extension term annual hosting and maintenance costs listed at Exhibit B for the ALP System, Gifted DMS, and/or Federal Programs DMS, respectively. During the warranty period, Contractor shall perform all of the activities described in Section 8.2.3 above.
- 8.5.6. Section 8.3 regarding hourly work shall apply and be incorporated into any Contract amendments for Contractor to build and deliver the ALP System, Gifted DMS, and/or Federal Programs DMS.

## **8.6. Invoicing Procedures**

- 8.6.1. Contractor shall invoice the Department on a monthly basis and shall ensure the invoice is received by the Department no later than the 15<sup>th</sup> of each month following the month for which the invoice covers, with the exception of invoices for work completed during the month of June, which shall be due no later than June 30<sup>th</sup> of each year.
- 8.6.2. Invoices shall contain the following:
  - 8.6.2.1. The CORE encumbrance number (found on the cover page of the most recent version of the Contract);
  - 8.6.2.2. A detailed description of the tasks completed during the month for which the invoice covers, including dates; and
  - 8.6.2.3. The amount billed to the Department.
- 8.6.3. The Department will review Contractor's invoices and verify the accuracy of all information. The Department will only accept an invoice after it has determined that all information and amounts are correct.
- 8.6.4. If the Department determines that any information on an invoice is incorrect, the Department will notify Contractor. Contractor shall correct any information the Department determined to be incorrect and resubmit that invoice to the Department for review.
- 8.6.5. When the Department determines that all information on an invoice is correct, the Department will notify Contractor in writing of its acceptance of the invoice.
- 8.6.6. The Department shall remit payment to Contractor for all amounts shown on an invoice after the Department's acceptance of that invoice. Acceptance of an invoice shall not imply the acceptance or sufficiency of any work performed or deliverables submitted to the Department during the month for which the invoice covers or any other month. The Department shall not



make any payment on an invoice prior to its acceptance of that invoice.

- 8.6.7. Notwithstanding anything to the contrary in the Contract, all payments for the final month of the Contract shall be paid to the Contractor no sooner than ten days after the Department has determined that the Contractor has completed all the requirements of the Closeout Period.

**EXHIBIT B - DELIVERABLES AND ANNUAL COSTS****BASE SYSTEM DELIVERABLES****1. CUSTOMIZATION AND USABILITY**

Development Cycle	Activities	Functionality IDs	Deliv #	Deliverable	Targeted Deadline	Max. Cost
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	CU2, CU3, CU5, CU6, CU7, CU12, CU15, CU16, CU17, CU19	111	Functional Requirements document	September 2020	\$9,000.00
Development	Implement customization and usability requirements for the functional requirements and capture functionality with testing release notes	CU1, CU2, CU3, CU5, CU6, CU7, CU12, CU15, CU16, CU17, CU19	112	Test Release Notes document	November 2020	\$58,650.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	CU4	113	User Guide document	December 2020	\$13,000.00
Deployment	Prepare the fully tested system for general release	CU1, CU2, CU3, CU4, CU5, CU6, CU7, CU12, CU15, CU16, CU17, CU19	114	Application release	7/1/2021	\$2,000.00
<b>CUSTOMIZATION AND USABILITY SUBTOTAL</b>						<b>\$82,650.00</b>

**2. HOSTING, STORAGE, BACKUP, AND SECURITY**

Development Cycle	Activities	Functionality IDs	Deliv #	Deliverable	Targeted Deadline	Max. Cost
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	HS2, HS3, HS4, H5, HS6, HS7, HS8, HS9, HS10, HS11, HS12, HS13	121	Functional Requirements document	September 2020	\$3,000.00
Development	Implement hosting, storage, backup, and security requirements for the functional requirements and capture functionality with testing release notes	HS2, HS3, HS4, H5, HS6, HS7, HS8, HS9, HS10, HS11, HS12, HS13	122	Test Release Notes document	November 2020	\$18,500.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	HS1	123	User Guide document	December 2020	\$5,000.00
Deployment	Prepare the fully tested system for general release	HS1, HS2, HS3, HS4, H5, HS6, HS7, HS8, HS9, HS10, HS11, HS12, HS13	124	Application release	7/1/2021	\$2,000.00
<b>HOSTING, STORAGE, BACKUP, AND SECURITY SUBTOTAL</b>						<b>\$28,500.00</b>

**3. DATA TRANSFER AND FILE SHARING**

Development Cycle	Activities	Functionality IDs	Deliv #	Deliverable	Targeted Deadline	Max. Cost
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	DT1, DT2	131	Functional Requirements document	October 2020	\$3,000.00
Development	Implement data transfer and file sharing requirements for the functional requirements and capture functionality with testing release notes	DT1, DT2	132	Test Release Notes document	November 2020	\$11,850.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	DT1, DT2	133	User Guide document	December 2020	\$5,000.00
Deployment	Prepare the fully tested system for general release	DT1, DT2	134	Application release	7/1/2021	\$2,000.00
<b>DATA TRANSFER AND FILE SHARING SUBTOTAL</b>						<b>\$21,850.00</b>

4. DATA MIGRATION						
Development Cycle	Activities	Functionality IDs	Deliv #	Deliverable	Targeted Deadline	Max. Cost
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	DM1, DM2, DM3, DM4	141	Functional Requirements document	November 2020	\$9,000.00
Development	Implement data migration requirements for the functional requirements and capture functionality with testing release notes	DM5	142	Test Release Notes document	January 2021	\$48,580.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	DM7	143	User Guide document	February 2021	\$14,520.00
Deployment	Prepare the fully tested system for general release	DM5	144	Application release	7/1/2021	\$2,000.00
DATA MIGRATION SUBTOTAL						\$74,100.00

5. TRAINING, SUPPORT, AND DOCUMENTATION						
Development Cycle	Activities	Functionality IDs	Deliv #	Deliverable	Targeted Deadline	Max. Cost
Training	Develop a training plan that includes written materials, FAQ, how-to guides, online videos, and training events (virtual and onsite)	TSD3, TSD4, TSD5,	151	Training Plan	November 2020	\$5,000.00
Training	Implement the agreed-upon training plan	TSD3, TSD4, TSD5, TSD7	152	Completed materials and sessions as described in the Training Plan	7/1/2021	\$70,000.00
Support	Provide direct line of support	TSD1	153	Direct line of support available for users	December 2020	\$65,000.00
Documentation	Provide complete and up-to-date documentation regarding system features and functionality	TSD2	154	Comprehensive User Guide	7/1/2021	\$4,625.00
Documentation	Develop implementation plan to prepare for release, including rationale, benefits, and timelines for CDE's communication with users	TSD7	155	Implementation Plan	May 2021	\$5,000.00
TRAINING, SUPPORT, AND DOCUMENTATION SUBTOTAL						\$149,625.00

BASE SYSTEM SUBTOTAL						\$356,725.00
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6. BASE SYSTEM OPTIONAL ENHANCEMENTS						
Development Cycle	Activities	Functionality IDs	Deliv #	Deliverable	Targeted Deadline	Max. Cost
Development	Spell check is available for all freeform text entry fields	CU13	161	Spell check	October 2020	\$19,000.00
Development	Text formatting is available for all freeform text entry fields	CU14	162	Text formatting	October 2020	\$4,750.00
Development	CDE has access to add new queues without vendor support	CU18	163	CDE additional submission queues	December 2020	\$19,000.00
Development	Context sensitive help available for CDE modification	CU8	164	Context Sensitive Help	December 2020	\$14,250.00
Development	Record of communications between CDE or AU and team members	CU9	165	Embedded communication	7/1/2021	\$23,750.00
Training	Ascend System Train the trainer materials	TSD6	166	Train the Trainer Materials	June 2021	\$19,000.00
TOTAL MAX. FOR ALL BASE SYSTEM OPTIONAL ENHANCEMENTS						\$99,750.00

TOTAL MAX. FOR BASE SYSTEM WITH ALL ENHANCEMENTS						\$456,475.00
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IEP SYSTEM DELIVERABLES						
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1. CHILD FIND						
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Development Cycle	Activities	Functionality IDs	Deliv #	Deliverable	Targeted Deadline	Max. Cost
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	IEP1	211	Functional Requirements document	December 2020	\$8,500.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	IEP2, IEP3, IEP4, IEP5, IEP6, IEP7, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP33, IEP34, IEP38, IEP39, IEP40	212	Test Release Notes document	March 2021	\$36,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	IEP38	213	User Guide document	April 2021	\$14,000.00
Deployment	Prepare the fully tested system for general release	IEP2, IEP3, IEP4, IEP5, IEP6, IEP7, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP33, IEP34, IEP38, IEP39, IEP40	214	Application release	7/1/2021	\$2,000.00
<b>CHILD FIND SUBTOTAL</b>						<b>\$60,500.00</b>

2. EVALUATION						
Development Cycle	Activities	Functionality IDs	Deliv #	Deliverable	Targeted Deadline	Max. Cost
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	IEP1	221	Functional Requirements document	December 2020	\$8,500.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	IEP2, IEP3, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP34, IEP38, IEP39, IEP40	222	Test Release Notes document	March 2021	\$62,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	IEP38	2223	User Guide document	April 2021	\$14,000.00
Deployment	Prepare the fully tested system for general release	IEP2, IEP3, IEP4, IEP5, IEP6, IEP7, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP33, IEP34, IEP38, IEP39, IEP40	224	Application release	7/1/2021	\$2,000.00
<b>EVALUATION SUBTOTAL</b>						<b>\$86,500.00</b>

3. DATA REVIEW						
Development Cycle	Activities	Functionality IDs	Deliv #	Deliverable	Targeted Deadline	Max. Cost

Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	IEP1	231	Functional Requirements document	December 2020	\$5,000.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	IEP2, IEP3, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP34, IEP38, IEP39, IEP40	232	Test Release Notes document	February 2021	\$20,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	IEP38	233	User Guide document	March 2021	\$10,000.00
Deployment	Prepare the fully tested system for general release	IEP2, IEP3, IEP4, IEP5, IEP6, IEP7, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP33, IEP34, IEP38, IEP39, IEP40	234	Application release	7/1/2021	\$1,000.00
<b>DATA REVIEW SUBTOTAL</b>						<b>\$36,000.00</b>

<b>4. MEETING MANAGER</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	IEP1	241	Functional Requirements document	March 2021	\$5,000.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	IEP2, IEP3, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP34, IEP38, IEP39, IEP40	242	Test Release Notes document	April 2021	\$20,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	IEP38	243	User Guide document	May 2021	\$10,000.00
Deployment	Prepare the fully tested system for general release	IEP2, IEP3, IEP4, IEP5, IEP6, IEP7, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP33, IEP34, IEP38, IEP39, IEP40	244	Application release	7/1/2021	\$1,000.00
<b>MEETING MANAGER SUBTOTAL</b>						<b>\$36,000.00</b>

<b>5. ELIGIBILITY</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	IEP1	251	Functional Requirements document	December 2020	\$8,500.00

Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	IEP2, IEP3, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP34, IEP38, IEP39, IEP40	252	Test Release Notes document	March 2021	\$47,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	IEP38	253	User Guide document	April 2021	\$14,000.00
Deployment	Prepare the fully tested system for general release	IEP2, IEP3, IEP4, IEP5, IEP6, IEP7, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP33, IEP34, IEP38, IEP39, IEP40	254	Application release	7/1/2021	\$2,000.00
<b>ELIGIBILITY SUBTOTAL</b>						<b>\$71,500.00</b>

<b>6. PLAAFP</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	IEP1	2261	Functional Requirements document	January 2021	\$8,500.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	IEP2, IEP3, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP34, IEP38, IEP39, IEP40	262	Test Release Notes document	April 2021	\$36,450.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	IEP38	263	User Guide document	April 2021	\$14,000.00
Deployment	Prepare the fully tested system for general release	IEP2, IEP3, IEP4, IEP5, IEP6, IEP7, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP33, IEP34, IEP38, IEP39, IEP40	264	Application release	7/1/2021	\$2,000.00
<b>PLAAFP SUBTOTAL</b>						<b>\$60,950.00</b>

<b>7. CONSIDERATION OF SPECIAL FACTORS</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	IEP1	271	Functional Requirements document	January 2021	\$8,500.00

Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	IEP2, IEP3, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP34, IEP38, IEP39, IEP40	272	Test Release Notes document	April 2021	\$47,500.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	IEP38	273	User Guide document	June 2021	\$14,000.00
Deployment	Prepare the fully tested system for general release	IEP2, IEP3, IEP4, IEP5, IEP6, IEP7, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP33, IEP34, IEP38, IEP39, IEP40	274	Application release	7/1/2021	\$2,000.00
<b>SPECIAL FACTORS SUBTOTAL</b>						<b>\$72,000.00</b>

<b>8. POSTSECONDARY TRANSITION</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	IEP1	281	Functional Requirements document	January 2021	\$8,500.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	IEP2, IEP3, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP34, IEP38, IEP39, IEP40	282	Test Release Notes document	April 2021	\$31,500.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	IEP38	283	User Guide document	May 2021	\$14,000.00
Deployment	Prepare the fully tested system for general release	IEP2, IEP3, IEP4, IEP5, IEP6, IEP7, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP33, IEP34, IEP38, IEP39, IEP40	284	Application release	7/1/2021	\$2,000.00
<b>POSTSECONDARY TRANSITION SUBTOTAL</b>						<b>\$56,000.00</b>

<b>9. GOALS</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	IEP1	291	Functional Requirements document	February 2021	\$8,500.00

Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	IEP2, IEP3, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP34, IEP38, IEP39, IEP40	291	Test Release Notes document	March 2021	\$23,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	IEP38	293	User Guide document	May 2021	\$14,000.00
Deployment	Prepare the fully tested system for general release	IEP2, IEP3, IEP4, IEP5, IEP6, IEP7, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP33, IEP34, IEP38, IEP39, IEP40	294	Application release	7/1/2021	\$2,000.00
<b>GOALS SUBTOTAL</b>						<b>\$47,500.00</b>

<b>10. PROGRESS MONITORING &amp; REPORTING</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	IEP1	2101	Functional Requirements document	February 2021	\$8,500.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	IEP2, IEP3, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP34, IEP38, IEP39, IEP40	2102	Test Release Notes document	March 2021	\$30,500.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	IEP38	2103	User Guide document	May 2021	\$14,000.00
Deployment	Prepare the fully tested system for general release	IEP2, IEP3, IEP4, IEP5, IEP6, IEP7, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP33, IEP34, IEP38, IEP39, IEP40	2104	Application release	7/1/2021	\$2,000.00
<b>PROGRESS MONITORING &amp; REPORTING SUBTOTAL</b>						<b>\$55,000.00</b>

<b>11. ACCOMMODATIONS &amp; MODIFICATIONS</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	IEP1	2111	Functional Requirements document	March 2021	\$5,000.00



Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	IEP2, IEP3, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP34, IEP38, IEP39, IEP40	2112	Test Release Notes document	April 2021	\$20,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	IEP38	2113	User Guide document	May 2021	\$10,000.00
Deployment	Prepare the fully tested system for general release	IEP2, IEP3, IEP4, IEP5, IEP6, IEP7, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP33, IEP34, IEP38, IEP39, IEP40	2114	Application release	7/1/2021	\$1,000.00
<b>ACCOMMODATIONS &amp; MODIFICATIONS SUBTOTAL</b>						<b>\$36,000.00</b>

<b>12. EXTENDED SCHOOL YEAR</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	IEP1	2121	Functional Requirements document	November 2020	\$5,000.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	IEP2, IEP3, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP34, IEP38, IEP39, IEP40	2122	Test Release Notes document	December 2020	\$20,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	IEP38	2123	User Guide document	January 2021	\$10,000.00
Deployment	Prepare the fully tested system for general release	IEP2, IEP3, IEP4, IEP5, IEP6, IEP7, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP33, IEP34, IEP38, IEP39, IEP40	2124	Application release	7/1/2021	\$1,000.00
<b>EXTENDED SCHOOL YEAR SUBTOTAL</b>						<b>\$36,000.00</b>

<b>13. ASSESSMENTS</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	IEP1	2131	Functional Requirements document	November 2020	\$5,000.00

Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	IEP2, IEP3, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP34, IEP38, IEP39, IEP40	2132	Test Release Notes document	December 2020	\$20,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	IEP38	2133	User Guide document	January 2021	\$10,000.00
Deployment	Prepare the fully tested system for general release	IEP2, IEP3, IEP4, IEP5, IEP6, IEP7, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP33, IEP34, IEP38, IEP39, IEP40	2134	Application release	7/1/2021	\$1,000.00
<b>ASSESSMENTS SUBTOTAL</b>						<b>\$36,000.00</b>

<b>14. SERVICES</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	IEP1	2141	Functional Requirements document	February 2021	\$5,000.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	IEP2, IEP3, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP34, IEP38, IEP39, IEP40	2142	Test Release Notes document	March 2021	\$20,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	IEP38	2143	User Guide document	May 2021	\$10,000.00
Deployment	Prepare the fully tested system for general release	IEP2, IEP3, IEP4, IEP5, IEP6, IEP7, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP33, IEP34, IEP38, IEP39, IEP40	2144	Application release	7/1/2021	\$1,000.00
<b>SERVICES SUBTOTAL</b>						<b>\$36,000.00</b>

<b>15. PLACEMENT</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	IEP1	2151	Functional Requirements document	November 2020	\$5,000.00

Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	IEP2, IEP3, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP34, IEP38, IEP39, IEP40	2152	Test Release Notes document	December 2020	\$20,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	IEP38	2153	User Guide document	January 2021	\$10,000.00
Deployment	Prepare the fully tested system for general release	IEP2, IEP3, IEP4, IEP5, IEP6, IEP7, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP33, IEP34, IEP38, IEP39, IEP40	2154	Application release	7/1/2021	\$1,000.00
<b>PLACEMENT SUBTOTAL</b>						<b>\$36,000.00</b>

<b>16. EDUCATIONAL ENVIRONMENTS</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	IEP1	2161	Functional Requirements document	April 2021	\$5,000.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	IEP2, IEP3, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP34, IEP38, IEP39, IEP40	2162	Test Release Notes document	April 2021	\$20,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	IEP38	2163	User Guide document	May 2021	\$10,000.00
Deployment	Prepare the fully tested system for general release	IEP2, IEP3, IEP4, IEP5, IEP6, IEP7, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP33, IEP34, IEP38, IEP39, IEP40	2164	Application release	7/1/2021	\$1,000.00
<b>EDUCATIONAL ENVIRONMENTS SUBTOTAL</b>						<b>\$36,000.00</b>

<b>17. PRIOR WRITTEN NOTICE</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	IEP1	2171	Functional Requirements document	April 2021	\$5,000.00

Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	IEP2, IEP3, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP34, IEP38, IEP39, IEP40	2172	Test Release Notes document	April 2021	\$20,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	IEP38	2173	User Guide document	May 2021	\$10,000.00
Deployment	Prepare the fully tested system for general release	IEP2, IEP3, IEP4, IEP5, IEP6, IEP7, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP33, IEP34, IEP38, IEP39, IEP40	2174	Application release	7/1/2021	\$1,000.00
<b>PWN SUBTOTAL</b>						<b>\$36,000.00</b>

<b>18. DASHBOARDS</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	IEP1	2181	Functional Requirements document	April 2021	\$5,000.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	IEP2, IEP3, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP34, IEP38, IEP39, IEP40	2182	Test Release Notes document	April 2021	\$20,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	IEP38	2183	User Guide document	May 2021	\$10,000.00
Deployment	Prepare the fully tested system for general release	IEP2, IEP3, IEP4, IEP5, IEP6, IEP7, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP33, IEP34, IEP38, IEP39, IEP40	2184	Application release	7/1/2021	\$1,000.00
<b>DASHBOARDS SUBTOTAL</b>						<b>\$36,000.00</b>

<b>19. FINALIZE IEP</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	IEP1	2191	Functional Requirements document	April 2021	\$5,000.00

Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	IEP2, IEP3, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP34, IEP38, IEP39, IEP40	2192	Test Release Notes document	April 2021	\$20,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	IEP38	2193	User Guide document	May 2021	\$10,000.00
Deployment	Prepare the fully tested system for general release	IEP2, IEP3, IEP4, IEP5, IEP6, IEP7, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP33, IEP34, IEP38, IEP39, IEP40	2194	Application release	7/1/2021	\$1,000.00
<b>FINALIZE IEP SUBTOTAL</b>						<b>\$36,000.00</b>

<b>20. REPORTING</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	IEP1	2201	Functional Requirements document	March 2021	\$4,500.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	IEP2, IEP3, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP34, IEP38, IEP39, IEP40	2202	Test Release Notes document	May 2021	\$20,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	IEP38	2203	User Guide document	June 2021	\$10,000.00
Deployment	Prepare the fully tested system for general release	IEP2, IEP3, IEP4, IEP5, IEP6, IEP7, IEP8, IEP9, IEP10, IEP11, IEP12, IEP13, IEP14, IEP15, IEP16, IEP17, IEP18, IEP19, IEP20, IEP21, IEP22, IEP23, IEP24, IEP25, IEP26, IEP27, IEP28, IEP29, IEP30, IEP31, IEP32, IEP33, IEP34, IEP38, IEP39, IEP40	2204	Application release	7/1/2021	\$1,000.00
<b>REPORTING SUBTOTAL</b>						<b>\$35,500.00</b>

**IEP SYSTEM SUBTOTAL \$941,450.00**

<b>21. IEP SYSTEM OPTIONAL ENHANCEMENTS</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Development	Digital or electronic signature available for all IEP and ALP team members	IEP35	2211	Electronic signatures = \$75,000, digital signatures = \$166,250	June 2021	\$166,250.00

Development	Translation more accurate than Google Translate is available to all users	IEP36, IEP37	2212	Accurate Translation	7/1/2021	\$9,500.00
<b>TOTAL MAX. FOR ALL IEP SYSTEM OPTIONAL ENHANCEMENTS</b>						<b>\$175,750.00</b>

**TOTAL MAX. FOR IEP SYSTEM WITH ALL ENHANCEMENTS \$1,117,200.00**

### DMS DELIVERABLES

1. STANDARD RECORD REVIEW						
Development Cycle	Activities	Functionality IDs	Deliv #	Deliverable	Targeted Deadline	Max. Cost
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	DMS1	311	Functional Requirements document	September 2020	\$16,000.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	DMS2, DMS3, DMS4, DMS6, DMS7, DMS8, DMS9, DMS11, DMS13, DMS14, DMS16, DMS19, DMS20, DMS21, DMS22, DMS24, DMS25, DMS26, DMS27, DMS28, DMS29, DMS30, DMS31, DMS33, DMS35, DMS37, DMS38, DMS39, DMS40, DMS41, DMS43, DMS47	312	Test Release Notes document	December 2020	\$165,460.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	DMS41	313	User Guide document	February 2021	\$14,000.00
Deployment	Prepare the fully tested system for general release	DMS2, DMS3, DMS4, DMS6, DMS7, DMS8, DMS9, DMS11, DMS13, DMS14, DMS16, DMS19, DMS20, DMS21, DMS22, DMS24, DMS25, DMS26, DMS27, DMS28, DMS29, DMS30, DMS31, DMS33, DMS35, DMS37, DMS38, DMS39, DMS40, DMS43, DMS47	314	Application release	7/1/2021	\$2,000.00
<b>STANDARD RECORD REVIEW SUBTOTAL</b>						<b>\$197,460.00</b>

2. CORRECTION OF NONCOMPLIANCE						
Development Cycle	Activities	Functionality IDs	Deliv #	Deliverable	Targeted Deadline	Max. Cost
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	DMS1	321	Functional Requirements document	October 2020	\$16,000.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	DMS2, DMS3, DMS4, DMS6, DMS7, DMS8, DMS9, DMS11, DMS13, DMS14, DMS16, DMS19, DMS20, DMS21, DMS22, DMS24, DMS25, DMS26, DMS27, DMS28, DMS29, DMS30, DMS31, DMS33, DMS35, DMS37, DMS38, DMS39, DMS40, DMS41, DMS43, DMS47	322	Test Release Notes document	January 2021	\$132,250.00

Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	DMS41	323	User Guide document	February 2021	\$14,000.00
Deployment	Prepare the fully tested system for general release	DMS2, DMS3, DMS4, DMS6, DMS7, DMS8, DMS9, DMS11, DMS13, DMS14, DMS16, DMS19, DMS20, DMS21, DMS22, DMS24, DMS25, DMS26, DMS27, DMS28, DMS29, DMS30, DMS31, DMS33, DMS35, DMS37, DMS38, DMS39, DMS40, DMS43, DMS47	324	Application release	7/1/2021	\$2,000.00
<b>CORRECTION OF NONCOMPLIANCE SUBTOTAL</b>						<b>\$164,250.00</b>

**3. MONITORING INTERVIEWS OR SURVEYS**

Development Cycle	Activities	Functionality IDs	Deliv #	Deliverable	Targeted Deadline	Max. Cost
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	DMS1	331	Functional Requirements document	November 2020	\$5,000.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	DMS2, DMS3, DMS4, DMS6, DMS7, DMS8, DMS9, DMS11, DMS13, DMS14, DMS16, DMS19, DMS20, DMS21, DMS22, DMS24, DMS25, DMS26, DMS27, DMS28, DMS29, DMS30, DMS31, DMS33, DMS35, DMS37, DMS38, DMS39, DMS40, DMS41, DMS43, DMS47	332	Test Release Notes document	January 2021	\$65,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	DMS41	333	User Guide document	March 2021	\$14,000.00
Deployment	Prepare the fully tested system for general release	DMS2, DMS3, DMS4, DMS6, DMS7, DMS8, DMS9, DMS11, DMS13, DMS14, DMS16, DMS19, DMS20, DMS21, DMS22, DMS24, DMS25, DMS26, DMS27, DMS28, DMS29, DMS30, DMS31, DMS33, DMS35, DMS37, DMS38, DMS39, DMS40, DMS43, DMS47	334	Application release	7/1/2021	\$2,000.00
<b>MONITORING INTERVIEWS OR SURVEYS SUBTOTAL</b>						<b>\$86,000.00</b>

**4. MONITORING OBSERVATIONS**

Development Cycle	Activities	Functionality IDs	Deliv #	Deliverable	Targeted Deadline	Max. Cost
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	DMS1	341	Functional Requirements document	November 2020	\$5,000.00

Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	DMS2, DMS3, DMS4, DMS6, DMS7, DMS8, DMS9, DMS11, DMS13, DMS14, DMS16, DMS19, DMS20, DMS21, DMS22, DMS24, DMS25, DMS26, DMS27, DMS28, DMS29, DMS30, DMS31, DMS33, DMS35, DMS37, DMS38, DMS39, DMS40, DMS41, DMS43, DMS47	342	Test Release Notes document	January 2021	\$55,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	DMS41	343	User Guide document	March 2021	\$14,000.00
Deployment	Prepare the fully tested system for general release	DMS2, DMS3, DMS4, DMS6, DMS7, DMS8, DMS9, DMS11, DMS13, DMS14, DMS16, DMS19, DMS20, DMS21, DMS22, DMS24, DMS25, DMS26, DMS27, DMS28, DMS29, DMS30, DMS31, DMS33, DMS35, DMS37, DMS38, DMS39, DMS40, DMS43, DMS47	344	Application release	7/1/2021	\$2,000.00
<b>MONITORING OBSERVATIONS SUBTOTAL</b>						<b>\$76,000.00</b>

**5. SPP INDICATOR PROFILES**

Development Cycle	Activities	Functionality IDs	Deliv #	Deliverable	Targeted Deadline	Max. Cost
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	DMS1	351	Functional Requirements document	December 2021	\$5,000.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	DMS2, DMS3, DMS4, DMS6, DMS7, DMS8, DMS9, DMS11, DMS13, DMS14, DMS16, DMS19, DMS20, DMS21, DMS22, DMS24, DMS25, DMS26, DMS27, DMS28, DMS29, DMS30, DMS31, DMS33, DMS35, DMS37, DMS38, DMS39, DMS40, DMS41, DMS43, DMS47	352	Test Release Notes document	March 2021	\$89,750.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	DMS41	353	User Guide document	April 2021	\$14,000.00
Deployment	Prepare the fully tested system for general release	DMS2, DMS3, DMS4, DMS6, DMS7, DMS8, DMS9, DMS11, DMS13, DMS14, DMS16, DMS19, DMS20, DMS21, DMS22, DMS24, DMS25, DMS26, DMS27, DMS28, DMS29, DMS30, DMS31, DMS33, DMS35, DMS37, DMS38, DMS39, DMS40, DMS43, DMS47	354	Application release	7/1/2021	\$2,000.00
<b>SPP INDICATOR PROFILES SUBTOTAL</b>						<b>\$110,750.00</b>

**6. REPORTING**

Development Cycle	Activities	Functionality IDs	Deliv #	Deliverable	Targeted Deadline	Max. Cost
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Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	DMS1	361	Functional Requirements document	January 2021	\$8,500.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	DMS2, DMS3, DMS4, DMS6, DMS7, DMS8, DMS9, DMS11, DMS13, DMS14, DMS16, DMS19, DMS20, DMS21, DMS22, DMS24, DMS25, DMS26, DMS27, DMS28, DMS29, DMS30, DMS31, DMS33, DMS35, DMS37, DMS38, DMS39, DMS40, DMS41, DMS43, DMS47	362	Test Release Notes document	April 2021	\$93,250.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	DMS41	363	User Guide document	April 2021	\$14,000.00
Deployment	Prepare the fully tested system for general release	DMS2, DMS3, DMS4, DMS6, DMS7, DMS8, DMS9, DMS11, DMS13, DMS14, DMS16, DMS19, DMS20, DMS21, DMS22, DMS24, DMS25, DMS26, DMS27, DMS28, DMS29, DMS30, DMS31, DMS33, DMS35, DMS37, DMS38, DMS39, DMS40, DMS43, DMS47	364	Application release	7/1/2021	\$2,000.00
<b>REPORTING SUBTOTAL</b>						<b>\$117,750.00</b>

**DMS SUBTOTAL \$752,210.00****7. DMS OPTIONAL ENHANCEMENTS**

Development Cycle	Activities	Functionality IDs	Deliv #	Deliverable	Targeted Deadline	Max. Cost
Development	Communication Log with method for administrators to export as a report	DMS5	371	Communication Log	July 2021	\$14,250.00
Development	Keyword search on reports or attachments	DMS10	372	Search capabilities	July 2021	\$3,800.00
Development	Documents can be associated with new or existing entry	DMS12	373	Associate Uploaded Document	October 2020	\$7,600.00
Development	Digital or electronic signature on all AU/LEA provided forms and reports	DMS15	374	<b>Electronic signatures = \$5,000, digital signatures = \$9,500</b>	October 2020	\$9,500.00
Development	Advanced users can provide specific directions to items requiring correction	DMS17	375	CDE guidance for AU corrections	April 2021	\$4,750.00
Development	Advanced users can oversee and approve/decline corrections before submitting to CDE	DMS18	376	AU oversee corrections	April 2021	\$4,750.00
Development	Submission and review of reimbursement request associated with specific students	DMS23	377	High Cost Report	June 2021	\$14,250.00
Development	Student sample from IEP or CSV/Excel	DMS32	378	Sampling Plan	February 2021	\$9,500.00
Development	Append student records to existing sample	DMS34	379	Sampling Plan	February 2021	\$6,650.00
Development	Append survey results from sample into individual student record	DMS36	3710	Sampling Plan	February 2021	\$14,250.00
Development	Allow CDE staff to change files, records, or reports, with change log	DMS42	3711	Amend Record	February 2021	\$12,350.00
Development	Up to 20,000 chats per month, for communication between users	DMS44, DMS45	3712	Chat	May 2021	\$49,400.00
Development	Allow CDE users to view and audit IEP reviews for completion	DMS46	3713	Audit review for completion	May 2021	\$9,500.00
<b>TOTAL MAX. FOR ALL DMS OPTIONAL ENHANCEMENTS</b>						<b>\$160,550.00</b>

**TOTAL MAX. FOR DMS WITH ALL ENHANCEMENTS \$912,760.00**

**TOTAL MAX. FOR BASE SYSTEM, IEP SYSTEM, AND DMS WITH ALL ENHANCEMENTS \$2,486,435.00**

**EXHIBIT B - DELIVERABLES AND ANNUAL COSTS****ALP SYSTEM DELIVERABLES**

<b>1. GIFTED IDENTIFICATION</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	ALP1, ALP2	411	Functional Requirements document	September 2021	\$6,000.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	ALP1, ALP2, ALP3, ALP4, ALP5, ALP6, ALP7, ALP8, ALP9, ALP10, ALP11, ALP12, ALP13, ALP14, ALP15, ALP16, ALP17, ALP18, ALP19, ALP20, ALP21, ALP22, ALP23, ALP24, ALP25, ALP26, ALP27, ALP28, ALP29, ALP30, ALP31, ALP32, ALP37, ALP38	412	Test Release Notes document	October 2021	\$32,500.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	ALP36	413	User Guide document	November 2021	\$10,650.00
Deployment	Prepare the fully tested system for general release	ALP1, ALP2, ALP3, ALP4, ALP5, ALP6, ALP7, ALP8, ALP9, ALP10, ALP11, ALP12, ALP13, ALP14, ALP15, ALP16, ALP17, ALP18, ALP19, ALP20, ALP21, ALP22, ALP23, ALP24, ALP25, ALP26, ALP27, ALP28, ALP29, ALP30, ALP31, ALP32, ALP37, ALP38	414	Application release	July 2022	\$1,500.00
<b>GIFTED IDENTIFICATION SUBTOTAL</b>						<b>\$50,650.00</b>

<b>2. DATA HISTORY</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	ALP1, ALP2	421	Functional Requirements document	September 2021	\$6,000.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	ALP1, ALP2, ALP3, ALP4, ALP5, ALP6, ALP7, ALP8, ALP9, ALP10, ALP11, ALP12, ALP13, ALP14, ALP15, ALP16, ALP17, ALP18, ALP19, ALP20, ALP21, ALP22, ALP23, ALP24, ALP25, ALP26, ALP27, ALP28, ALP29, ALP30, ALP31, ALP32, ALP37, ALP38	422	Test Release Notes document	October 2021	\$42,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	ALP36	423	User Guide document	November 2021	\$10,650.00

Deployment	Prepare the fully tested system for general release	ALP1, ALP2, ALP3, ALP4, ALP5, ALP6, ALP7, ALP8, ALP9, ALP10, ALP11, ALP12, ALP13, ALP14, ALP15, ALP16, ALP17, ALP18, ALP19, ALP20, ALP21, ALP22, ALP23, ALP24, ALP25, ALP26, ALP27, ALP28, ALP29, ALP30, ALP31, ALP32, ALP37, ALP38	424	Application release	July 2022	\$1,500.00
<b>DATA HISTORY SUBTOTAL</b>						<b>\$60,150.00</b>

<b>3. MEETING MANAGER</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	ALP1, ALP2	431	Functional Requirements document	February 2022	\$6,000.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	ALP1, ALP2, ALP3, ALP4, ALP5, ALP6, ALP7, ALP8, ALP9, ALP10, ALP11, ALP12, ALP13, ALP14, ALP15, ALP16, ALP17, ALP18, ALP19, ALP20, ALP21, ALP22, ALP23, ALP24, ALP25, ALP26, ALP27, ALP28, ALP29, ALP30, ALP31, ALP32, ALP37, ALP38	432	Test Release Notes document	March 2022	\$38,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	ALP36	433	User Guide document	April 2022	\$10,650.00
Deployment	Prepare the fully tested system for general release	ALP1, ALP2, ALP3, ALP4, ALP5, ALP6, ALP7, ALP8, ALP9, ALP10, ALP11, ALP12, ALP13, ALP14, ALP15, ALP16, ALP17, ALP18, ALP19, ALP20, ALP21, ALP22, ALP23, ALP24, ALP25, ALP26, ALP27, ALP28, ALP29, ALP30, ALP31, ALP32, ALP37, ALP38	434	Application release	July 2022	\$1,500.00
<b>MEETING MANAGER SUBTOTAL</b>						<b>\$56,150.00</b>

<b>4. GOALS</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	ALP1, ALP2	441	Functional Requirements document	October 2021	\$6,000.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	ALP1, ALP2, ALP3, ALP4, ALP5, ALP6, ALP7, ALP8, ALP9, ALP10, ALP11, ALP12, ALP13, ALP14, ALP15, ALP16, ALP17, ALP18, ALP19, ALP20, ALP21, ALP22, ALP23, ALP24, ALP25, ALP26, ALP27, ALP28, ALP29, ALP30, ALP31, ALP32, ALP37, ALP38	442	Test Release Notes document	November 2021	\$57,500.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	ALP36	443	User Guide document	December 2021	\$10,650.00

Deployment	Prepare the fully tested system for general release	ALP1, ALP2, ALP3, ALP4, ALP5, ALP6, ALP7, ALP8, ALP9, ALP10, ALP11, ALP12, ALP13, ALP14, ALP15, ALP16, ALP17, ALP18, ALP19, ALP20, ALP21, ALP22, ALP23, ALP24, ALP25, ALP26, ALP27, ALP28, ALP29, ALP30, ALP31, ALP32, ALP37, ALP38	444	Application release	July 2022	\$1,500.00
<b>GOALS SUBTOTAL</b>						<b>\$75,650.00</b>

<b>5. SUPPORTS</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	ALP1, ALP2	451	Functional Requirements document	November 2021	\$6,000.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	ALP1, ALP2, ALP3, ALP4, ALP5, ALP6, ALP7, ALP8, ALP9, ALP10, ALP11, ALP12, ALP13, ALP14, ALP15, ALP16, ALP17, ALP18, ALP19, ALP20, ALP21, ALP22, ALP23, ALP24, ALP25, ALP26, ALP27, ALP28, ALP29, ALP30, ALP31, ALP32, ALP37, ALP38	452	Test Release Notes document	January 2022	\$48,500.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	ALP36	453	User Guide document	February 2022	\$10,650.00
Deployment	Prepare the fully tested system for general release	ALP1, ALP2, ALP3, ALP4, ALP5, ALP6, ALP7, ALP8, ALP9, ALP10, ALP11, ALP12, ALP13, ALP14, ALP15, ALP16, ALP17, ALP18, ALP19, ALP20, ALP21, ALP22, ALP23, ALP24, ALP25, ALP26, ALP27, ALP28, ALP29, ALP30, ALP31, ALP32, ALP37, ALP38	454	Application release	July 2022	\$1,500.00
<b>SUPPORTS SUBTOTAL</b>						<b>\$66,650.00</b>

<b>6. PROGRESS MONITORING</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	ALP1, ALP2	461	Functional Requirements document	January 2022	\$6,000.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	ALP1, ALP2, ALP3, ALP4, ALP5, ALP6, ALP7, ALP8, ALP9, ALP10, ALP11, ALP12, ALP13, ALP14, ALP15, ALP16, ALP17, ALP18, ALP19, ALP20, ALP21, ALP22, ALP23, ALP24, ALP25, ALP26, ALP27, ALP28, ALP29, ALP30, ALP31, ALP32, ALP37, ALP38	462	Test Release Notes document	March 2022	\$59,400.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	ALP36	463	User Guide document	April 2022	\$10,650.00

Deployment	Prepare the fully tested system for general release	ALP1, ALP2, ALP3, ALP4, ALP5, ALP6, ALP7, ALP8, ALP9, ALP10, ALP11, ALP12, ALP13, ALP14, ALP15, ALP16, ALP17, ALP18, ALP19, ALP20, ALP21, ALP22, ALP23, ALP24, ALP25, ALP26, ALP27, ALP28, ALP29, ALP30, ALP31, ALP32, ALP37, ALP38	464	Application release	July 2022	\$1,500.00
<b>PROGRESS MONITORING SUBTOTAL</b>						<b>\$77,550.00</b>

<b>7. FINALIZE ALP</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	ALP1, ALP2	471	Functional Requirements document	March 2022	\$6,000.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	ALP1, ALP2, ALP3, ALP4, ALP5, ALP6, ALP7, ALP8, ALP9, ALP10, ALP11, ALP12, ALP13, ALP14, ALP15, ALP16, ALP17, ALP18, ALP19, ALP20, ALP21, ALP22, ALP23, ALP24, ALP25, ALP26, ALP27, ALP28, ALP29, ALP30, ALP31, ALP32, ALP37, ALP38	472	Test Release Notes document	May 2022	\$42,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	ALP36	473	User Guide document	May 2022	\$10,650.00
Deployment	Prepare the fully tested system for general release	ALP1, ALP2, ALP3, ALP4, ALP5, ALP6, ALP7, ALP8, ALP9, ALP10, ALP11, ALP12, ALP13, ALP14, ALP15, ALP16, ALP17, ALP18, ALP19, ALP20, ALP21, ALP22, ALP23, ALP24, ALP25, ALP26, ALP27, ALP28, ALP29, ALP30, ALP31, ALP32, ALP37, ALP38	474	Application release	July 2022	\$1,500.00
<b>FINALIZE ALP SUBTOTAL</b>						<b>\$60,150.00</b>

<b>8. DASHBOARDS</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	ALP1, ALP2	481	Functional Requirements document	April 2022	\$6,000.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	ALP1, ALP2, ALP3, ALP4, ALP5, ALP6, ALP7, ALP8, ALP9, ALP10, ALP11, ALP12, ALP13, ALP14, ALP15, ALP16, ALP17, ALP18, ALP19, ALP20, ALP21, ALP22, ALP23, ALP24, ALP25, ALP26, ALP27, ALP28, ALP29, ALP30, ALP31, ALP32, ALP37, ALP38	482	Test Release Notes document	May 2022	\$57,400.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	ALP36	483	User Guide document	June 2022	\$10,650.00

Deployment	Prepare the fully tested system for general release	ALP1, ALP2, ALP3, ALP4, ALP5, ALP6, ALP7, ALP8, ALP9, ALP10, ALP11, ALP12, ALP13, ALP14, ALP15, ALP16, ALP17, ALP18, ALP19, ALP20, ALP21, ALP22, ALP23, ALP24, ALP25, ALP26, ALP27, ALP28, ALP29, ALP30, ALP31, ALP32, ALP37, ALP38	484	Application release	July 2022	\$1,500.00
<b>DASHBOARDS SUBTOTAL</b>						<b>\$75,550.00</b>

**ALP SYSTEM SUBTOTAL \$522,500.00**

<b>9. ALP SYSTEM OPTIONAL ENHANCEMENTS</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Development	Digital or electronic signature available for all IEP and ALP team members	ALP33	491	<b>Electronic signatures = \$38,000, digital signatures = \$76,000</b>	June 2022	\$76,000.00
Development	Translation more accurate than Google Translate is available to all users	ALP34, ALP35	492	Accurate Translation	July 2022	\$1,615.00
<b>TOTAL MAX. FOR ALL ALP SYSTEM OPTIONAL ENHANCEMENTS</b>						<b>\$77,615.00</b>

**TOTAL MAX. FOR ALP SYSTEM WITH ALL ENHANCEMENTS \$600,115.00**

**GIFTED DMS DELIVERABLES**

<b>1. PROGRAM EVALUATION</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	GDMS1, GDMS2, GDMS3, GDMS4, GDMS5, GDMS6, GDMS7, GDMS8, GDMS9, GDMS10	511	Functional Requirements document	August 2021	\$4,500.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	GDMS1, GDMS2, GDMS3, GDMS4, GDMS5, GDMS6, GDMS7, GDMS8, GDMS9, GDMS10	512	Test Release Notes document	October 2021	\$35,500.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	GDMS1, GDMS2, GDMS3, GDMS4, GDMS5, GDMS6, GDMS7, GDMS8, GDMS9, GDMS10	513	User Guide document	November 2021	\$8,500.00
Deployment	Prepare the fully tested system for general release	GDMS1, GDMS2, GDMS3, GDMS4, GDMS5, GDMS6, GDMS7, GDMS8, GDMS9, GDMS10	514	Application release	July 2022	\$1,200.00
<b>PROGRAM EVALUATION SUBTOTAL</b>						<b>\$49,700.00</b>

<b>2. DESK AUDIT</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	GDMS1, GDMS2, GDMS3, GDMS4, GDMS5, GDMS6, GDMS7, GDMS8, GDMS9, GDMS10	521	Functional Requirements document	September 2021	\$4,500.00

Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	GDMS1, GDMS2, GDMS3, GDMS4, GDMS5, GDMS6, GDMS7, GDMS8, GDMS9, GDMS10	522	Test Release Notes document	January 2022	\$59,250.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	GDMS1, GDMS2, GDMS3, GDMS4, GDMS5, GDMS6, GDMS7, GDMS8, GDMS9, GDMS10	523	User Guide document	February 2022	\$8,500.00
Deployment	Prepare the fully tested system for general release	GDMS1, GDMS2, GDMS3, GDMS4, GDMS5, GDMS6, GDMS7, GDMS8, GDMS9, GDMS10	524	Application release	July 2022	\$1,200.00
<b>DESK AUDIT SUBTOTAL</b>						<b>\$73,450.00</b>

<b>3. LEVEL I SITE VISIT</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	GDMS1, GDMS2, GDMS3, GDMS4, GDMS5, GDMS6, GDMS7, GDMS8, GDMS9, GDMS10	531	Functional Requirements document	November 2021	\$4,500.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	GDMS1, GDMS2, GDMS3, GDMS4, GDMS5, GDMS6, GDMS7, GDMS8, GDMS9, GDMS10	532	Test Release Notes document	February 2022	\$22,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	GDMS1, GDMS2, GDMS3, GDMS4, GDMS5, GDMS6, GDMS7, GDMS8, GDMS9, GDMS10	533	User Guide document	March 2022	\$8,500.00
Deployment	Prepare the fully tested system for general release	GDMS1, GDMS2, GDMS3, GDMS4, GDMS5, GDMS6, GDMS7, GDMS8, GDMS9, GDMS10	534	Application release	July 2022	\$1,200.00
<b>LEVEL I SITE VISIT SUBTOTAL</b>						<b>\$36,200.00</b>

<b>4. LEVEL II SITE VISIT</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	GDMS1, GDMS2, GDMS3, GDMS4, GDMS5, GDMS6, GDMS7, GDMS8, GDMS9, GDMS10	541	Functional Requirements document	January 2022	\$4,500.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	GDMS1, GDMS2, GDMS3, GDMS4, GDMS5, GDMS6, GDMS7, GDMS8, GDMS9, GDMS10	542	Test Release Notes document	April 2022	\$24,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	GDMS1, GDMS2, GDMS3, GDMS4, GDMS5, GDMS6, GDMS7, GDMS8, GDMS9, GDMS10	543	User Guide document	May 2022	\$8,500.00
Deployment	Prepare the fully tested system for general release	GDMS1, GDMS2, GDMS3, GDMS4, GDMS5, GDMS6, GDMS7, GDMS8, GDMS9, GDMS10	544	Application release	July 2022	\$1,200.00
<b>LEVEL II SITE VISIT SUBTOTAL</b>						<b>\$38,200.00</b>



5. DASHBOARDS						
Development Cycle	Activities	Functionality IDs	Deliv #	Deliverable	Targeted Deadline	Max. Cost
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	GDMS1, GDMS2, GDMS3, GDMS4, GDMS5, GDMS6, GDMS7, GDMS8, GDMS9, GDMS10	551	Functional Requirements document	March 2022	\$4,500.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	GDMS1, GDMS2, GDMS3, GDMS4, GDMS5, GDMS6, GDMS7, GDMS8, GDMS9, GDMS10	552	Test Release Notes document	May 2022	\$21,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	GDMS1, GDMS2, GDMS3, GDMS4, GDMS5, GDMS6, GDMS7, GDMS8, GDMS9, GDMS10	553	User Guide document	June 2022	\$8,500.00
Deployment	Prepare the fully tested system for general release	GDMS1, GDMS2, GDMS3, GDMS4, GDMS5, GDMS6, GDMS7, GDMS8, GDMS9, GDMS10	554	Application release	July 2022	\$1,200.00
DASHBOARDS SUBTOTAL						\$35,200.00

**GIFTED DMS SUBTOTAL \$232,750.00**

6. GIFTED DMS OPTIONAL ENHANCEMENTS						
Development Cycle	Activities	Functionality IDs	Deliv #	Deliverable	Targeted Deadline	Max. Cost
Development	Up to 20,000 chats per month, for communication between users	GDMS4 (if DMS44 is purchased prior to Gifted DMS development, there is no additional cost for this enhancement)	561	Chat	June 2022	\$49,400.00
TOTAL MAX. FOR ALL GIFTED DMS OPTIONAL ENHANCEMENTS						\$49,400.00

**TOTAL MAX. FOR GIFTED DMS WITH ALL ENHANCEMENTS \$282,150.00**

**TOTAL MAX. FOR ALP SYSTEM AND GIFTED DMS WITH ALL ENHANCEMENTS \$882,265.00**

**EXHIBIT B - DELIVERABLES AND ANNUAL COSTS****FEDERAL PROGRAMS DMS DELIVERABLES**

<b>1. UNIVERSAL REVIEW ACTIVITIES</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	FDMS1	611	Functional Requirements document	August 2021	\$4,500.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	FDMS1, FDMS2, FDMS3, FDMS4, FDMS5, FDMS6, FDMS7, FDMS8, FDMS9, FDMS10, FDMS11, FDMS12	612	Test Release Notes document	January 2022	\$41,750.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	FDMS1, FDMS2, FDMS3, FDMS4, FDMS5, FDMS6, FDMS7, FDMS8, FDMS9, FDMS10, FDMS11, FDMS12	613	User Guide document	February 2022	\$8,500.00
Deployment	Prepare the fully tested system for general release	FDMS1, FDMS2, FDMS3, FDMS4, FDMS5, FDMS6, FDMS7, FDMS8, FDMS9, FDMS10, FDMS11, FDMS12	614	Application release	July 2022	\$1,200.00
<b>UNIVERSAL REVIEW ACTIVITIES SUBTOTAL</b>						<b>\$55,950.00</b>

<b>2. TARGETED REVIEW ACTIVITIES</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	FDMS1	621	Functional Requirements document	September 2021	\$4,500.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	FDMS1, FDMS2, FDMS3, FDMS4, FDMS5, FDMS6, FDMS7, FDMS8, FDMS9, FDMS10, FDMS11, FDMS12	622	Test Release Notes document	February 2022	\$28,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	FDMS1, FDMS2, FDMS3, FDMS4, FDMS5, FDMS6, FDMS7, FDMS8, FDMS9, FDMS10, FDMS11, FDMS12	623	User Guide document	March 2022	\$8,500.00
Deployment	Prepare the fully tested system for general release	FDMS1, FDMS2, FDMS3, FDMS4, FDMS5, FDMS6, FDMS7, FDMS8, FDMS9, FDMS10, FDMS11, FDMS12	624	Application release	July 2022	\$1,200.00
<b>TARGETED REVIEW ACTIVITIES SUBTOTAL</b>						<b>\$42,200.00</b>

<b>3. INTENSIVE REVIEW ACTIVITIES</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	FDMS1	631	Functional Requirements document	October 2021	\$4,500.00

Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	FDMS1, FDMS2, FDMS3, FDMS4, FDMS5, FDMS6, FDMS7, FDMS8, FDMS9, FDMS10, FDMS11, FDMS12	632	Test Release Notes document	February 2022	\$24,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	FDMS1, FDMS2, FDMS3, FDMS4, FDMS5, FDMS6, FDMS7, FDMS8, FDMS9, FDMS10, FDMS11, FDMS12	633	User Guide document	March 2022	\$8,500.00
Deployment	Prepare the fully tested system for general release	FDMS1, FDMS2, FDMS3, FDMS4, FDMS5, FDMS6, FDMS7, FDMS8, FDMS9, FDMS10, FDMS11, FDMS12	634	Application release	July 2022	\$1,200.00
<b>INTENSIVE REVIEW ACTIVITIES SUBTOTAL</b>						<b>\$38,200.00</b>

<b>4. CONTINUOUS IMPROVEMENT PLANNING</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	FDMS1	641	Functional Requirements document	August 2021	\$4,500.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	FDMS1, FDMS2, FDMS3, FDMS4, FDMS5, FDMS6, FDMS7, FDMS8, FDMS9, FDMS10, FDMS11, FDMS12	642	Test Release Notes document	November 2021	\$36,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	FDMS1, FDMS2, FDMS3, FDMS4, FDMS5, FDMS6, FDMS7, FDMS8, FDMS9, FDMS10, FDMS11, FDMS12	643	User Guide document	January 2022	\$8,500.00
Deployment	Prepare the fully tested system for general release	FDMS1, FDMS2, FDMS3, FDMS4, FDMS5, FDMS6, FDMS7, FDMS8, FDMS9, FDMS10, FDMS11, FDMS12	644	Application release	July 2022	\$1,200.00
<b>CONTINUOUS IMPROVEMENT PLANNING SUBTOTAL</b>						<b>\$50,200.00</b>

<b>5. DASHBOARDS</b>						
<b>Development Cycle</b>	<b>Activities</b>	<b>Functionality IDs</b>	<b>Deliv #</b>	<b>Deliverable</b>	<b>Targeted Deadline</b>	<b>Max. Cost</b>
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	FDMS1	651	Functional Requirements document	February 2022	\$4,500.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	FDMS1, FDMS2, FDMS3, FDMS4, FDMS5, FDMS6, FDMS7, FDMS8, FDMS9, FDMS10, FDMS11, FDMS12	652	Test Release Notes document	April 2022	\$25,300.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	FDMS1, FDMS2, FDMS3, FDMS4, FDMS5, FDMS6, FDMS7, FDMS8, FDMS9, FDMS10, FDMS11, FDMS12	653	User Guide document	May 2022	\$8,500.00
Deployment	Prepare the fully tested system for general release	FDMS1, FDMS2, FDMS3, FDMS4, FDMS5, FDMS6, FDMS7, FDMS8, FDMS9, FDMS10, FDMS11, FDMS12	654	Application release	July 2022	\$1,200.00
<b>DASHBOARDS SUBTOTAL</b>						<b>\$39,500.00</b>

6. REPORTING						
Development Cycle	Activities	Functionality IDs	Deliv #	Deliverable	Targeted Deadline	Max. Cost
Requirements Gathering	Document collection, process review, process map, risk assessment, stakeholder engagement, prioritization, wireframes, description of functional and performance requirements	FDMS1	661	Functional Requirements document	February 2022	\$4,500.00
Development	Implement the process-specific elements of the functional requirements document with the inclusion of system-wide features for customization and usability, data migration, data transfer and sharing, database administration, hosting, backup, & security, and capture functionality with testing release notes	FDMS1, FDMS2, FDMS3, FDMS4, FDMS5, FDMS6, FDMS7, FDMS8, FDMS9, FDMS10, FDMS11, FDMS12	662	Test Release Notes document	April 2022	\$21,000.00
Testing	Conduct various testing methods to verify that the developed system works as expected (based on the functional requirements document), solicit user input, correct all bugs and errors, prioritize all functional recommendations for current or future implementation, document final system functionality	FDMS1, FDMS2, FDMS3, FDMS4, FDMS5, FDMS6, FDMS7, FDMS8, FDMS9, FDMS10, FDMS11, FDMS12	663	User Guide document	May 2022	\$8,500.00
Deployment	Prepare the fully tested system for general release	FDMS1, FDMS2, FDMS3, FDMS4, FDMS5, FDMS6, FDMS7, FDMS8, FDMS9, FDMS10, FDMS11, FDMS12	664	Application release	July 2022	\$1,200.00
REPORTING SUBTOTAL						\$35,200.00
TOTAL MAX. FOR FEDERAL PROGRAMS DMS						\$261,250.00

**EXHIBIT B - DELIVERABLES AND ANNUAL COSTS****Section 1: IEP System & DMS for ESSU – Maximum Annual Costs**

Annual Cost Description	SFY22	SFY23	SFY24	SFY25	SFY26	SFY27	SFY28	SFY29	SFY30	SFY31
<b>IEP System – Maximum Annual Costs</b>										
Annual Hosting Cost	\$8,000.00	\$8,216.00	\$8,437.83	\$8,665.65	\$8,899.63	\$9,139.92	\$9,386.69	\$9,640.13	\$9,900.42	\$10,167.73
Annual Maintenance Cost	\$275,000.00	\$282,425.00	\$290,050.48	\$297,881.84	\$305,924.65	\$314,184.61	\$322,667.60	\$331,379.62	\$340,326.87	\$349,515.70
Annual Licensing Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Annual Performance Metric	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Max. Annual Cost for IEP System:</b>	<b>\$283,000</b>	<b>\$290,641</b>	<b>\$298,488</b>	<b>\$306,547</b>	<b>\$314,824</b>	<b>\$323,325</b>	<b>\$332,054</b>	<b>\$341,020</b>	<b>\$350,227</b>	<b>\$359,683</b>
<b>DMS – Maximum Annual Costs</b>										
Annual Hosting Cost	\$13,000.00	\$13,351.00	\$13,711.48	\$14,081.69	\$14,461.89	\$14,852.36	\$15,253.38	\$15,665.22	\$16,088.18	\$16,522.56
Annual Maintenance Cost	\$125,000.00	\$128,375.00	\$131,841.13	\$135,400.84	\$139,056.66	\$142,811.19	\$146,667.09	\$150,627.10	\$154,694.03	\$158,870.77
Annual Licensing Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Annual Performance Metric	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Max. Annual Cost for DMS:</b>	<b>\$138,000</b>	<b>\$141,726</b>	<b>\$145,553</b>	<b>\$149,483</b>	<b>\$153,519</b>	<b>\$157,664</b>	<b>\$161,920</b>	<b>\$166,292</b>	<b>\$170,782</b>	<b>\$175,393</b>
<b>TOTAL MAX. ANNUAL COST FOR BOTH IEP SYSTEM &amp; DMS</b>	<b>\$421,000</b>	<b>\$432,367</b>	<b>\$444,041</b>	<b>\$456,030</b>	<b>\$468,343</b>	<b>\$480,988</b>	<b>\$493,975</b>	<b>\$507,312</b>	<b>\$521,010</b>	<b>\$535,077</b>
Annual costs shall be reduced by \$15,000 if CDE purchases electronic IEP signatures, and by \$30,000 if CDE purchases neither digital nor electronic IEP signatures (Feature ID IEP35)										
Annual costs shall be reduced by \$1,000 if CDE purchases electronic DMS signatures, and by \$2,000 if CDE purchases neither digital nor electronic DMS signatures (Feature ID DMS15)										
Annual costs shall be reduced by \$3,588 if CDE does not purchase the chat functionalities at Feature ID DMS44 & DMS45										

**Section 2: IEP System – Maximum AU Self-Hosting Costs**

<b>IEP System – Max. AU Self-Hosting Costs</b>	
<i>AUs will contract with and pay Contractor separately for these services</i>	
Cost to Build Self-Hosted Instance of IEP System	\$72,000.00
Data Migration Cost	\$10,000.00
<b>Total Cost for Self-Hosted Instance</b>	<b>\$82,000.00</b>
Annual Hosting Cost	\$5,000.00
Annual Maintenance Cost	\$50,006.00
Annual Licensing Cost	\$0.00
<b>Total Annual Cost for Self-Hosting</b>	<b>\$55,006.00</b>

**Section 3: ALP System, Gifted DMS, and Federal Programs DMS – Maximum Annual Costs**

<b>ALP System – Maximum Annual Costs</b>										
<i>Contractor may be asked to build this application at a later date, subject to legislative appropriation and program discretion</i>										
Description	SFY22	SFY23	SFY24	SFY25	SFY26	SFY27	SFY28	SFY29	SFY30	SFY31
Annual Hosting Cost	\$6,000.00	\$6,162.00	\$6,328.37	\$6,499.24	\$6,674.72	\$6,854.94	\$7,040.02	\$7,230.10	\$7,425.31	\$7,625.80

Annual Maintenance Cost	\$100,000.00	\$102,700.00	\$105,472.90	\$108,320.67	\$111,245.33	\$114,248.95	\$117,333.67	\$120,501.68	\$123,755.23	\$127,096.62
Annual Licensing Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Annual Performance Metric	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL MAX. ANNUAL COST:</b>	<b>\$106,000.00</b>	<b>\$108,862.00</b>	<b>\$111,801.27</b>	<b>\$114,819.91</b>	<b>\$117,920.05</b>	<b>\$121,103.89</b>	<b>\$124,373.69</b>	<b>\$127,731.78</b>	<b>\$131,180.54</b>	<b>\$134,722.41</b>
Annual costs shall be reduced by \$6,000 if CDE purchases electronic ALP signatures, and by \$12,000 if CDE purchases neither digital nor electronic ALP signatures (Feature ID ALP33)										

Gifted DMS – Maximum Annual Costs										
<i>Contractor may be asked to build this application at a later date, subject to legislative appropriation and program discretion</i>										
Description	SFY22	SFY23	SFY24	SFY25	SFY26	SFY27	SFY28	SFY29	SFY30	SFY31
Annual Hosting Cost	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Annual Maintenance Cost	\$20,000.00	\$20,540.00	\$21,094.58	\$21,664.13	\$22,249.07	\$22,849.79	\$23,466.73	\$24,100.34	\$24,751.05	\$25,419.32
Annual Licensing Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Annual Performance Metric	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL MAX. ANNUAL COST:</b>	<b>\$28,000.00</b>	<b>\$20,540.00</b>	<b>\$21,094.58</b>	<b>\$21,664.13</b>	<b>\$22,249.07</b>	<b>\$22,849.79</b>	<b>\$23,466.73</b>	<b>\$24,100.34</b>	<b>\$24,751.05</b>	<b>\$25,419.32</b>
Annual costs shall be reduced by \$3,588 if CDE does not purchase the chat functionalities at Feature ID GDMS4										

Federal Programs DMS – Maximum Annual Costs										
<i>Contractor may be asked to build this application at a later date, subject to legislative appropriation and program discretion</i>										
Description	SFY22	SFY23	SFY24	SFY25	SFY26	SFY27	SFY28	SFY29	SFY30	SFY31
Annual Hosting Cost	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Annual Maintenance Cost	\$20,000.00	\$20,540.00	\$21,094.58	\$21,664.13	\$22,249.07	\$22,849.79	\$23,466.73	\$24,100.34	\$24,751.05	\$25,419.32
Annual Licensing Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Annual Performance Metric	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL MAX. ANNUAL COST:</b>	<b>\$28,000.00</b>	<b>\$20,540.00</b>	<b>\$21,094.58</b>	<b>\$21,664.13</b>	<b>\$22,249.07</b>	<b>\$22,849.79</b>	<b>\$23,466.73</b>	<b>\$24,100.34</b>	<b>\$24,751.05</b>	<b>\$25,419.32</b>

## **EXHIBIT C**

### **INFORMATION TECHNOLOGY PROVISIONS**

This Exhibit regarding **Information Technology Provisions** (“this Exhibit”) is an essential part of the agreement between the State and Contractor as described in the Contract to which this Exhibit is attached. Unless the context clearly requires a distinction between the Contract and this Exhibit, all references to “Contract” shall include this Exhibit.

#### **1. PROTECTION OF SYSTEM DATA**

- A. In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to State Information Technology resources or State Records by the State or its agents in connection with Contractor’s performance under the Contract, Contractor shall protect such Information Technology resources and State Records in accordance with this Exhibit. All provisions of this Exhibit that refer to Contractor shall apply equally to any Subcontractor performing work in connection with the Contract.
- B. The terms of this Exhibit shall apply to the extent that Contractor’s obligations under this Contract include the provision of Information Technology goods or services to the State. Information Technology is computer-based equipment and related services designed for the storage, manipulation, and retrieval of data, and includes, without limitation:
  - i. Any technology, equipment, or related services described in §24-37.5-102(2), C.R.S.;
  - ii. The creation, use, processing, disclosure, transmission, or disposal of State Records, including any data or code, in electronic form; and
  - iii. Other existing or emerging technology, equipment, or related services that may require knowledge and expertise in Information Technology.
- C. Contractor shall, and shall cause its Subcontractors to meet all of the following:
  - i. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Contract.
  - ii. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
  - iii. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
  - iv. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
  - v. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the State’s Office of Information Security (“OIS”).
  - vi. Comply with all rules, policies, procedures, and standards issued by the Governor’s Office of Information Technology (“OIT”), including change

management, project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at [www.oit.state.co.us/about/policies](http://www.oit.state.co.us/about/policies).

- D. Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and monitoring access and use of State Records, maintaining State systems, and evaluating physical and logical security control effectiveness.
- E. Contractor shall perform current background checks in a form reasonably acceptable to the State on all of its respective employees and agents performing services or having access to State Records provided under this Contract, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to State Records shall be deemed to be current.
  - i. Upon request, Contractor shall provide notice to a designated representative for the State indicating that background checks have been performed. Such notice will inform the State of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.
  - ii. If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

## **2. DATA HANDLING**

- A. Contractor may not maintain or forward these State Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the State. Contractor may not maintain State Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.
- B. Contractor shall not allow remote access to State Records from outside the United States, including access by Contractor's employees or agents, without the prior express written consent of OIS. Contractor shall communicate any request regarding non-U.S. access to State Records to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.
- C. Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor shall make available to the State a complete download file of all State data.
  - i. This download file shall be made available to the State within 10 Business Days of the State's request, shall be encrypted and appropriately authenticated, and shall contain, without limitation, all State Records, a copy of Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format.
  - ii. Upon the termination of Contractor's provision of data processing services,



Contractor shall, as directed by the State, return all State Records provided by the State to Contractor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If any legal obligation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality of all State Records provided by the State to Contractor and will not actively process such data anymore. Contractor shall not interrupt or obstruct the State's ability to access and retrieve State Records stored by Contractor.

- D. The State retains the right to use the established operational services to access and retrieve State Records stored on Contractor's infrastructure at its sole discretion and at any time. Upon request of the State or of the supervisory authority, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Exhibit in accordance with the terms of this Contract.

### **3. DELIVERY AND ACCEPTANCE**

- A. Contractor shall provide and maintain a quality assurance system acceptable to the State for any Work or Deliverables under this Contract and shall provide to the State only such Work or Deliverables that have been inspected and found to conform to the specifications identified in this Contract and any applicable solicitation, bid, offer, or proposal from which this Contract results.
- B. Contractor's delivery of any Work or Deliverables to the State shall constitute certification that such Work or Deliverable has been determined to conform to the applicable specifications, and Contractor shall make records of such quality assurance available to the State upon request during the term of the Contract or at any time within three years following expiration or termination of the Contract.
- C. For any Work or Deliverables other than the purchase or license of commercially available goods or software, acceptance of the Work or Deliverable shall require affirmative written communication from the State to the Contractor that such Work or Deliverable has been accepted by the State. Such communication shall be provided within a reasonable time period from the delivery of the Work or Deliverable and shall not be unreasonably delayed or withheld. Acceptance by the State shall be final, except in cases of Contractor's failure to conduct proper quality assurance, latent defects that could not reasonably have been detected upon delivery, or Contractor's gross negligence or willful misconduct.

### **4. WARRANTY**

- A. Notwithstanding the acceptance of any Work or Deliverable, or the payment of any invoice for such Work or Deliverable, Contractor warrants that any Work or Deliverable provided by Contractor under this Contract shall be free from material defects and shall function in material accordance with the applicable specifications. Contractor warrants that any Work or Deliverable shall be, at the time of delivery, free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function designed to interfere with or damage the normal operation of Information Technology resources. Contractor's warranties under this section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work or Deliverable.
- B. Upon notice during the warranty term of any defect or material nonconformity,

Contractor shall submit to the State in writing within 10 business days of the notice one or more recommendations for corrective action with sufficient documentation for the State to ascertain the feasibility, risks, and impacts of each recommendation. The State's remedy for such defect or material non-conformity shall be:

- i. Contractor shall re-perform, repair, or replace such Work or Deliverable in accordance with any recommendation chosen by the State. Contractor shall deliver, at no additional cost to the State, all documentation required under the Contract as applicable to the corrected Work or Deliverable; or
  - ii. Contractor shall refund to the State all amounts paid for such Work or Deliverable, as well as pay to the State any additional amounts reasonably necessary for the State to procure alternative goods or services of substantially equivalent capability, function, and performance.
- C. Any Work or Deliverable delivered to the State as a remedy under this section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work or Deliverable. The duration of the warranty for any replacement or corrected Work or Deliverable shall run from the date of the corrected or replacement Work or Deliverable.

## 5. COMPLIANCE

- A. In addition to the compliance obligations imposed by the main body of the Contract, Contractor shall comply with:
  - i. All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>
  - ii. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable based on the classification of the data relevant to Contractor's performance under the Contract. Such obligations may arise from:
    - a. Health Information Portability and Accountability Act (HIPAA)
    - b. IRS Publication 1075
    - c. Payment Card Industry Data Security Standard (PCI-DSS)
    - d. FBI Criminal Justice Information Service Security Addendum
    - e. CMS Minimum Acceptable Risk Standards for Exchanges
    - f. Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration
  - iii. Contractor shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, et seq., C.R.S. Contractor shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.
- B. Contractor shall implement and maintain all appropriate administrative, physical,

technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to Contractor's performance under the Contract.

- C. Contractor shall allow the State reasonable access and shall provide the State with information reasonably required to assess Contractor's compliance. Such access and information shall include:
  - i. An annual SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, or an alternative audit recommended by OIS; or
  - ii. The performance of security audit and penetration tests, as requested by OIS.
- D. To the extent Contractor controls or maintains information systems used in connection with State Records, Contractor will provide OIS with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application level risk assessments, and other security assessment activities as required by this Contract or reasonably requested by OIS. Contractor will make reasonable efforts to remediate any vulnerabilities or will request a security exception from the State. The State will work with Contractor and OIS to prepare any requests for exceptions from the security requirements described in this Contract and its Exhibits, including mitigating controls and other factors, and OIS will consider such requests in accordance with their policies and procedures referenced herein.

## **6. TRANSITION OF SERVICES**

Upon request by the State prior to expiration or earlier termination of this Contract or any Services provided in this Contract, Contractor shall provide reasonable and necessary assistance to accomplish a complete transition of the Services from Contractor to the State or any replacement provider designated solely by the State without any interruption of or adverse impact on the Services. Contractor shall cooperate fully with the State or any successor provider and shall promptly take all steps required to assist in effecting a complete transition of the Services designated by the State. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services in this Contract.

## **7. LICENSE OR USE AUDIT RIGHTS**

- A. To the extent that Contractor, through this Contract or otherwise as related to the subject matter of this Contract, has granted to the State any license or otherwise limited permission to use any Contractor Property, the terms of this section shall apply.
- B. Contractor shall have the right, at any time during and throughout the Contract Term, but not more than once per Fiscal Year, to request via written notice in accordance with the notice provisions of the Contract that the State audit its use of and certify as to its compliance with any applicable license or use restrictions and limitations contained in this Contract (an "Audit Request"). The Audit Request shall specify the time period to be covered by the audit, which shall not include any time periods covered by a previous audit. The State shall complete the audit and provide certification of its compliance to Contractor ("Audit Certification") within 120 days following the State's receipt of the Audit Request.
- C. If upon receipt of the State's Audit Certification, the Parties reasonably determine that:
  - (i) the State's use of licenses, use of software, use of programs, or any other use during the audit period exceeded the use restrictions and limitations contained in this Contract

(“Overuse”) and (ii) the State would have been or is then required to purchase additional maintenance and/or services (“Maintenance”), Contractor shall provide written notice to the State in accordance with the notice provisions of the Contract identifying any Overuse or required Maintenance and request that the State bring its use into compliance with such use restrictions and limitations.

## **EXHIBIT D**

### **EDUCATION DATA PRIVACY PROVISIONS**

This exhibit regarding **Education Data Privacy Provisions** (the “Education Data Exhibit”) is an essential part of the agreement between the State and Contractor as described in the Contract to which this Education Data Exhibit is attached. Unless the context clearly requires a distinction between the Contract and this Education Data Exhibit, all references to “Contract” shall include this Education Data Exhibit.

#### **A. Education Definitions**

- i. “Destroy” means to remove Education Data from Contractor’s systems, paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in NIST Special Publication 800-88 Guidelines for Media Sanitization so that the Education Data is permanently irretrievable in the Contractor’s normal course of business.
- ii. “Education Data” includes Student Personally Identifiable Information and Educator Personally Identifiable Information.
- iii. “Educator Personally Identifiable Information (Educator PII)” includes, but is not limited to, the educator’s name; any unique identifier, including social security number; other information that, alone or in combination, is linked or linkable to a specific educator; or any other information related to an educator protected by any applicable state or federal law.
- iv. “Education Incident” means an accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of Education Data. Incidents include, but are not limited to successful attempts to gain unauthorized access to Education Data regardless of where such information is located; or any suspected event that is reasonably believed may lead to a threat to Education Data.
- v. “Student Personally Identifiable Information (Student PII)” means (i) information that is collected, maintained, generated, or inferred and that, alone or in combination, personally identifies an individual student or the student’s parent or family; (ii) information that is collected and stored at the individual student level and is included in a student’s educational record; or (iii) any other information related to a student protected by any applicable state or federal law.
- vi. “Targeted Advertising” means selecting and sending advertisements to an individual based on information obtained or inferred over time from the individual’s online behavior, use of applications, or Education Data.

#### **B. General Provisions**

- i. In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to Education Data in connection with Contractor’s performance under the Contract, Contractor shall protect all Education Data in accordance with this Exhibit. All provisions of this Exhibit that refer to Contractor shall apply equally to any Subcontractor having access to Education Data in connection with the Contract.
- ii. For the avoidance of doubt, the terms of this Exhibit shall apply to the extent that

any of the following statements is true in regard to Contractor access, use, or disclosure of Education Data:

- a. Contractor provides physical or logical storage of Education Data;
  - b. Contractor creates, uses, processes, discloses, transmits, or disposes of Education Data; or
  - c. Contractor is otherwise given physical or logical access to Education Data in order to perform Contractor's obligations under this Contract.
- iii. The State reserves all right, title, and interest to Education Data and all related data and content.
- iv. Contractor shall comply with all laws and regulations concerning confidentiality of Education Data including, but not limited to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g; 34 C.F.R. Part 99 and the Student Data Transparency and Security Act, C.R.S. Section 22-16-101 et. seq.
- v. Contractor shall immediately forward to the State's principal representative any request or demand from a third party for Education Data in the possession of Contractor or Subcontractors.
- vi. Upon request of the State or by the Colorado State Board of Education and subject to Contractor's reasonable access security requirements and with reasonable prior notice, Contractor shall provide the State or a State approved delegate with access to Contractor's Education Data processing facilities for the purpose of inspecting and monitoring the use of Education Data and compliance with the measures referred to in this Education Data Exhibit.
- vii. Contractor shall send the State a written notice, which includes a clear explanation of the proposed changes, prior to making a material change to Contractor's privacy policies.

#### C. Subcontractors

- i. Contractor may not maintain or forward Education Data to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the State. Any backup or disaster recovery contractor shall be considered a Subcontractor that shall comply with the Subcontractor requirements in this Contract.
- ii. Contractor shall not allow remote access to Education Data from outside the United States, including access by Contractor's employees or agents, without the prior express written consent of the State. Contractor shall communicate any request regarding non-U.S. access to Education Data to the State's Principle Representative. The State shall have sole discretion to grant or deny any such request.
- iii. Contractor shall not share or forward any Education Data to any party in a manner inconsistent with Contractor's privacy policy. Contractor shall not use a Subcontractor or disclose Education Data to a Subcontractor unless and until the Contractor contractually requires the Subcontractor to comply with C.R.S. §§22-16-108 through 22-16-111 and the requirements of this Contract.
- iv. No later than thirty (30) days after the execution of the Contract, Contractor shall

provide the State with information detailing the purpose and the scope of the contract between the Contractor and all Subcontractor(s) and the types and uses of Education Data that Subcontractor(s) holds under the contract between the Contractor and Subcontractor(s). Contractor shall provide copies of Subcontractor agreements to the State upon written request.

- v. If Contractor, any Subcontractor, or any subsequent subcontractor has committed a material breach of the contract between Contractor and Subcontractor that involves the misuse or unauthorized release of Education Data, Contractor acknowledges that the State may terminate the Contract with Contractor unless Contractor terminates the contract with the Subcontractor as soon as possible after Contractor knows or has reason to know of Subcontractors' or any subsequent subcontractors' material breach.

#### D. Termination

- i. Should Contractor not comply with the requirements of this Contract and that non-compliance results in the misuse or unauthorized release of Education Data by the Contractor, the State may terminate the Contract immediately as provided under this Contract and in accordance with C.R.S. Section 22-16-105(5).
- ii. Upon expiration or earlier termination of this Contract or any Services provided in this Contract, Contractor shall perform one or more of the following duties in accordance with the State's written instructions:
  - a. Contractor shall make available to the State a complete, encrypted, and appropriately authenticated download file of all Education Data. This download file shall be made available to the State within ten (10) business days of the State's request, and shall contain, without limitation, all Education Data with system schema and transformation definitions or delimited text files with documents and detailed schema definitions along with attachments in its native format.
  - b. Contractor shall accomplish a complete transition of all Education Data from Contractor to any replacement provider designated solely by the State without any interruption of or adverse impact on the Services or any other services provided by third parties in this Contract. Contractor shall cooperate fully with the State or such replacement provider and promptly take all steps required to assist in effecting a complete transition of the Education Data designated by the State. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services in this Contract.
  - c. Contractor shall, within thirty (30) calendar days of the termination of the Contract or within fifteen (15) calendar days after receiving a destruction request from the State, Destroy all Education Data collected, generated, or inferred as a result of this Contract. The Contractor shall notify the State in writing of the date upon which all of the Education Data is Destroyed. If legislation imposed upon Contractor prevents it from Destroying all or part of the Education Data provided by the State to Contractor, Contractor shall provide the State with a written explanation of the requirements and the specific Education Data that must be retained. Contractor shall only retain the specific Education Data impacted by that legislation and shall

not actively process such Education Data anymore.

E. Use

- i. The State retains the right to use established operational services to access and retrieve Education Data stored on Contractor's infrastructure at its sole discretion.
- ii. Contractor shall not use or share Education Data beyond the purposes listed in Exhibit A, Statement of Work. Contractor shall ensure that all uses and sharing of Education Data authorized by this Contract are included in Contractor's privacy policy.
- iii. Contractor may use Education Data for a purpose not strictly authorized by the Contract only as follows:
  - a. With the written consent of the State and, for uses of Student PII, with the written consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian; and
  - b. Provided that the use does not involve selling or using Education Data for Targeted Advertising or creating a personal profile of the student or educator.
- iv. Contractor may use Education Data without the written consent of the State only for one or more of the following purposes:
  - a. To ensure legal or regulatory compliance or to take precautions against liability.
  - b. To respond or to participate in the judicial process.
  - c. To protect the safety of users or others on Contractor's website, online service, online application, or mobile application.
  - d. To investigate a matter related to public safety.
- v. During the term of this Contract, if the State requests in writing the destruction of Student PII belonging to an individual student collected, generated, or inferred as a result of this Contract, Contractor shall Destroy the information within five (5) calendar days after the date of the request.
- vi. If Contractor seeks to share or publicly release Education Data without complying with the requirements of this Contract for Subcontractors, Contractor must de-identify or aggregate Education Data prior to providing that information to a third party or releasing the data publicly. For data to be de-identified or aggregate, the following requirements apply:
  - a. Aggregated or de-identified Education Data shall not include direct identifiers, such as names, student IDs, or social security numbers. Aggregated or de-identified Education Data shall also not include any other sensitive and non-sensitive information that, alone or combined with other information, is linked or linkable to a specific individual.
  - b. Simple removal of direct identifiers from the data to be released shall not constitute adequate de-identification.
  - c. Contractor shall de-identify Education Data to remove cumulative re-identification risks.



- d. Contractor shall remove all Education Data that, in conjunction with previous data releases and other reasonably available information from education records or other sources, would allow for identification of a particular individual.
- e. Contractor shall, at the request of the State, provide the State with a document that lists the steps and methods Contractor shall use to de-identify Education Data.
- f. Any Education Data that is not properly de-identified or aggregated in accordance with this Contract and is publicly released or transferred to a third party by Contractor or Subcontractors, shall be considered an Education Incident.

F. Incident

- i. If Contractor becomes aware of an Education Incident affecting Contractor, Subcontractors, or any of Contractor's agents, it shall notify the State's Principle Representative within twenty-four (24) hours and cooperate with the State regarding the recovery and remediation of the Education Incident and the necessity to involve law enforcement, if any.
- ii. If an Education Incident results in or is reasonably likely to result in the loss or misuse of Education Data and if Contractor or any of its Subcontractors is the cause or source of the Education Incident, Contractor shall be responsible for the following:
  - a. Contractor shall be responsible for the cost of notifying each person whose Education Data may have been compromised by the Education Incident.
  - b. Contractor shall take steps to reduce the risk of incurring a similar type of Education Incident in the future as directed by the State. This includes, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. This remediation plan will be provided to the State within ten (10) Business Days after providing the State with notice of the Education Incident. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof.
  - c. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.
  - d. Contractor shall provide the State or its designated representatives with seven (7) days a week, twenty-four (24) hours a day access to Contractor's Education Data processing facilities for the purpose of evaluating, mitigating, or resolving the Education Incident.

- iii. Unauthorized disclosure of Education Data by Contractor or any Subcontractor for any reason may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the State, its employees, and agents against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this Contract. Notwithstanding any other provision of this Contract, Contractor shall be liable to the State for all direct, consequential, and incidental damages arising from an Education Incident caused by Contractor or its Subcontractors.

#### G. Disallowed Activities

- i. Contractor shall not knowingly engage in any of the following activities:
  - a. Contractor shall not sell Education Data, except that this prohibition does not apply to the purchase, merger, or other type of acquisition of the Contractor, or any assets of the Contractor by another entity, so long as the successor entity continues to be subject to the provisions of this Contract.
  - b. Contractor shall not use or share Education Data with any party for the purposes of Targeted Advertising to students or educators.
  - c. Contractor shall not use Education Data to create a personal profile of a student or educator other than for supporting the purposes authorized by this Contract or, for uses of Student PII, with the consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian.

#### H. Data Security

- i. Contractor shall maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of Education Data. At a minimum, the information security program shall include the requirements listed in this Section, Data Security.
- ii. Contractor shall take full responsibility for the security of all Education Data in its possession, and shall hold the State harmless for any damages or liabilities resulting from an unauthorized disclosure or loss thereof.
- iii. Contractor shall provide for the security of such Education Data, in a form acceptable to the State, including, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, network firewalls, intrusion detection (host and network), data security logging and monitoring systems, and audits.
- iv. Contractor shall perform, in a form reasonably acceptable to the State, current background checks on all of its respective employees and agents performing services or having access to Education Data provided under this Contract. The background checks must include, but are not limited to, the following areas: County, State, National and Federal Criminal Records and a Sex Offender Registry Search. A background check performed within thirty (30) calendar days

prior to the date such employee or agent begins performance on this Contract or obtains access to Education Data shall be deemed to be current. Contractor will provide notice to the State's Principle Representative indicating that background checks have been performed. Such notice will inform the State of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.

- v. Contractor shall have strong access controls in place that ensure that all access to Education Data is limited to Contractor's authorized employees and agents who require access to Education Data to perform services under this Contract.
- vi. Contractor shall ensure that all of Contractor's workstations and other data processing devices storing or processing Education Data shall automatically lock when not in use and must be manually locked when left unattended.
- vii. Contractor shall protect all Education Data with a complex password. Contractor shall ensure passwords are confidential and prohibit the sharing of passwords. Passwords shall not be written down or stored in an unsecure location. Contractor shall periodically change passwords and shall ensure passwords are not reused. Contractor shall have password locks for laptops and mobile devices.
- viii. Contractor shall disable and/or immediately delete unused and terminated user accounts. Contractor shall periodically assess account inactivity for potential stale accounts.
- ix. Contractor shall not share Education Data on display screens, during demonstrations or presentations, or when sharing screen shots for troubleshooting or other purposes.
- x. Contractor shall implement annual intrusion penetration/vulnerability testing and shall remediate any findings a timely manner.
- xi. Contractor shall encrypt Education Data at rest on central computing systems. Contractor shall also encrypt any laptop, mobile device, backup, backup media, removable media, tape or other copies that access, process, or store Education Data.
- xii. Contractor shall provide annual, mandatory security awareness and Education Data handling training for all of its employees or agents handling Education Data pursuant to this Contract.
- xiii. Contractor shall install and maintain on computers accessing or processing Education Data appropriate endpoint security anti-virus and anti-malware software. Contractor shall ensure all Contractor's data processing systems, servers, laptops, PCs, and mobile devices are regularly scanned and have all security patches applied in a timely manner.
- xiv. Contractor shall use a secure method such as Secure File Transfer Protocol (SFTP) or comparable method to transmit Education Data. Contractor shall never send Education Data via unencrypted email or transport Education Data on unencrypted removable media.
- xv. Contractor shall have physical security in buildings housing Education Data, along with controlled physical access to buildings and/or data centers.

- xvi. Contractor's devices used to copy or scan hard copies of Education Data must have encrypted storage. Contractor shall scrub storage devices when equipment is retired. Hard copies containing Education Data are discouraged and must be physically secured, not left unattended, and physically Destroyed.
- xvii. Contractor shall protect Education Data stored in cloud-based systems in the same manner as local Education Data. Use of free cloud based services is prohibited. Contractor shall use secondary encryption to protect Education Data in cloud storage. Cloud environments, when used by Contractor, must be fully documented by Contractor and open to the State's inspection and verification unless otherwise approved in writing by the State. Access to Contractor's cloud based computing environments is only permitted via restricted access, by VPN, or least privileged access lists, and never accessible directly via the Internet.

I. Transparency Requirements

- i. Contractor acknowledges that the State will post this Contract to the State's website.
- ii. If Contractor collects, stores, or accesses Student PII, Contractor must comply with the following requirements for transparency:
  - a. Contractor shall facilitate access to and correction of any factually inaccurate Student PII in response to a request from the State.
  - b. Contractor shall provide transparency to parents, school districts and the public about its collection and use of Student PII including posting the following information on its public website. Contractor shall update this information on its website as necessary to maintain accuracy.
    - 1. Contact information for an individual within Contractor's organization that can provide information on or answer questions related to the use of Student PII by Contractor.
    - 2. An explanation of how Student PII will be shared with Subcontractors or disclosed to any third party.
    - 3. The types of Student PII Contractor collects, generates, or uses. This information must include all Student PII that is collected regardless of whether it is initially collected or ultimately held individually or in the aggregate.
    - 4. An explanation of the Student PII, an explanation of how the Student PII is used, and the learning purpose for which the Student PII is collected and used.

J. Authorized Representative

- i. The State designates Contractor as an Authorized Representative under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g; and 34 C.F.R. Part 99.
- ii. The State will disclose to Contractor the following PII:

Student Data	Student's State ID (SASID) School District/BOCES Code School Code
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	Local ID (LASID) Last Name First Name Middle Name Date of Birth Grade Level Gender
Employee Data	EDID SSN District Code LAEDID Last Name First Name Middle Name Date of Birth Gender
Special Education Participation	Administrative Unit Code Student's District of Residence Pupil's Attendance Information State of Attendance Educational Orphan Parentally Placed in Private School Special Education Funding Status Educational Environment Hours of Special Education Hours Per Week Total School Hours Per Week Extended School Year Services Date of Entry to Special Education Date of Exit from Special Education Basis of Exit Special Education/Part C Referral Current Eligibility and Services Path 1 - Date Referred for Part C Evaluation Path 1 - Date of Parental Consent to Evaluate Part C Path 1 - Date Evaluation Completed Part C Path 1 - Reason for Delay in Completing Evaluation Part C Path 1 - Eligibility and Services Path 1 Path 2 - Date Child Found Eligible for Part C Services Path 2 - Date of Referral to AU from Local Community Centered Board Path 2 - Date of Parental Consent to Evaluate C to B Path 2 - Date Evaluation Completed C to B Path 2 - Reason for Delay in Completing Evaluation C to B Path 2 - Date of Initial Eligibility Meeting C to B Path 2 - Reason for Delay in Initial Eligibility Meeting C to B Path 2 - Date IEP was Implemented C to B Path 2 - Reason for Delay in IEP Implementation C to B Path 2 - Eligibility and Services Path 2 Path 3 - Date of Parental Consent to Evaluate Part B Path 3 - Date Evaluation Completed Part B Path 3 - Reason for Delay in Completing the Evaluation Part B Path 3 - Date of Initial Eligibility Meeting Part B Path 3 - Date Initial IEP was Finalized Part B Path 3 - Reason for Delay in Finalizing the Initial IEP Part B Path 3 - Date IEP was Implemented Part B Path 3 - Reason IEP was Never Implemented Part B Path 3 - Eligibility and Services Path 3

	Primary Disability ACT IEP Primary Disability
Service Providers	Primary Service Provider's EDID Secondary Service Provider EDID 1 Secondary Service Provider EDID 2 Secondary Service Provider EDID 3 Secondary Service Provider EDID 4
Race/Ethnicity	Hispanic/Latino Ethnicity Race: American Indian or Alaska Native Race: Asian Race: Black or African American Race: White Race: Native Hawaiian or other Pacific Islander State of Parent's Residence for Non-Residence Students
Language	Language Proficiency Language Background Language Instruction Program
Discipline Action	Program Code Incident Identifier Date of Incident Discipline Action Identifier Disciplines Discipline Start Date Discipline Action Length Special Education Removal Type Special Education Removal Reason Received Education Service During Expulsion Special Education Action Flag

- iii. The State discloses Student PII to Contractor for the purposes of carrying out an audit or evaluation of Federal- or State-supported education programs or to enforce or to comply with Federal legal requirements that relate to those programs. Student PII will be used for the purposes stated in the Contract.
- iv. Contractor shall only disclose Student PII to Subcontractors who are designated as Authorized Representatives and who have legitimate interests in the audit or evaluation of a Federal- or State-supported education program or for compliance or enforcement of Federal legal requirements related to these programs.

## EXHIBIT E

### FEDERAL PROVISIONS

#### 1. APPLICABILITY OF PROVISIONS.

- 1.1. The Contract to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Contract, or any attachments or exhibits incorporated into and made a part of the Contract, the provisions of these Federal Provisions shall control.

#### 2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

- 2.1.1. “Award” means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

- 2.1.1.1. Awards may be in the form of:

- 2.1.1.1.1. Grants;
- 2.1.1.1.2. Contracts;
- 2.1.1.1.3. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 2.1.1.1.4. Loans;
- 2.1.1.1.5. Loan Guarantees;
- 2.1.1.1.6. Subsidies;
- 2.1.1.1.7. Insurance;
- 2.1.1.1.8. Food commodities;
- 2.1.1.1.9. Direct appropriations;
- 2.1.1.1.10. Assessed and voluntary contributions; and
- 2.1.1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 2.1.1.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

- 2.1.1.2. Award *does not* include:

- 2.1.1.2.1. Technical assistance, which provides services in lieu of money;
- 2.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 2.1.1.2.3. Any award classified for security purposes; or
- 2.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-

5).

- 2.1.2. “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.
- 2.1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
  - 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
  - 2.1.5.2. A foreign public entity;
  - 2.1.5.3. A domestic or foreign non-profit organization;
  - 2.1.5.4. A domestic or foreign for-profit organization; and
  - 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.13. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime



Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

- 2.1.15. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
  - 2.1.17.1. Salary and bonus;
  - 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;
  - 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.18. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.20. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

### **3. COMPLIANCE.**

- 3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but

not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

#### **4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.**

- 4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

#### **5. TOTAL COMPENSATION.**

- 5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
  - 5.1.2. In the preceding fiscal year, Contractor received:
    - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
  - 5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

#### **6. REPORTING.**

- 6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract.

#### **7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.**

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more,

but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

## 8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.

- 8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

- 8.1.1.1. Subrecipient DUNS Number;
  - 8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
  - 8.1.1.3. Subrecipient Parent DUNS Number;
  - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
  - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
  - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
- 8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:
- 8.1.2.1. Subrecipient's DUNS Number as registered in SAM.
  - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

## 9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 9.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

## 11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

## 12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

- 12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract.
- 12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

- 12.1.1.1. During the performance of this contract, the contractor agrees as follows:
- 12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 12.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of “funding Contract” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Contract,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.
- 12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency,

a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### **13. CERTIFICATIONS.**

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

### **14. EXEMPTIONS.**

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

### **15. EVENT OF DEFAULT.**

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

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Date: _____	<div>_____</div> <div>Signature</div> <div>Effective Date:_____</div>
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