



Request for Proposals

For

**Maine Education Data Management System
(MEDMS)**

**State of Maine
Department of Education**

July 5, 2007

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1 Administrative Issues

1.1 Introduction/Overview

The Maine Department of Education (MDOE) is seeking a comprehensive integrated data management system that will meet the data collection and reporting needs of the Department and have the capability of meeting the student information system (SIS) needs of the local School Administrative Units (SAUs). This system will be centrally hosted and accessible by the internet for use by the Department and by SAUs in meeting federal and State requirements:

- The federal *No Child Left Behind Act of 2001* (NCLBA) (see Appendix D – Supporting Policy Documents),
- Maine Revised Statutes Annotated Title 20-A: Education,
- Maine Department of Education Regulations Chapter 125 Basic Approval Standards: Public Schools and School Administrative Units (Chapter 125) (see Appendix D – Supporting Policy Documents),
- Maine Department of Education Regulations Chapter 127 Instructional Program, Assessment, and Diploma Requirements (Chapter 127) (see Appendix D – Supporting Policy Documents),
- Maine’s adequacy-based school funding formula, known as Essential Programs and Services (EPS) see (Appendix F – Data Required for Implementation of the Essential Programs and Services Funding Formula),
- FERPA (see Appendix D – Supporting Policy Documents),
- HIPAA (see Appendix D – Supporting Policy Documents),
- Web Standards and Accessibility Language for State Contracts, and
- All other legislation guiding the MDOE.

NCLBA requires integration of federal and public reporting for SAUs and for MDOE. EPS specifies the cost of programs and services that are essential for each student to achieve the *Maine Learning Results*. In addition to these data requirements, the system must address ongoing requirements of special education, vocational education, and school nutrition, to comply with the NCLBA which requires that all federal programs be integrated to provide optimal services for students.

1.2 Purpose and Scope of Services

In this Request for Proposals (RFP), the MDOE seeks proposals for a State level data management system that provides the Department and School Units with the capability to collect, analyze and report data to meet State and Federal requirements. In this RFP, the term “data management” is used to mean data collection, storage, access, and analysis. The term “requirement” is used in this RFP to mean a statement of functional capability, business rule, or environmental constraint that specifies what MEDMS must do.

The goal of this RFP is to define the system requirements in a clear manner, focusing on the level of detail and granularity necessary to allow the successful bidder's development team to rapidly begin design. Additional information may be obtained at a bidder's conference after the RFP is released. Requirements that do not have sufficient detail and granularity will be refined during the design phase of the project at no additional cost to MDOE. MDOE reserves the right to require the successful bidder to meet with stakeholders identified by MDOE to receive additional guidance regarding the implementation of these requirements.

The data management system must be ready for deployment in SAUs no later than August 1, 2008.

Proposals in response to this RFP should specifically identify the analytical and reporting tools and the cost associated with the tools.

1.3 Objectives

The following objectives will be met by the MEDMS:

1. Implement a data management system as specified in Section 2 by August 1, 2008.
2. Establish a means of electronically reporting school, staff and student data from School Units to the Department of Education.
3. Establish a means for the Maine Department of Education to report required State and Federal data.
4. Reduce the number of reports that are submitted to the Department of Education from School Units.
5. Reduce the reporting workload for School Units and the Department of Education.
6. Provide centrally hosted student information system functionality for use by local School Units.

1.4 Background

In 2003, the Maine Education Data Management System (MEDMS) was implemented. MEDMS initially included three modules:

- **Infrastructure** – Collects data on districts, schools and buildings.
- **Staff Information** - Collects demographic, school unit employment and job function data and assigns 6 digit unique staff identifier on over 45,000 public and private school staff including over 18,000 teachers.
- **Student Information** - Collects student personal, enrollment and program data and assigns 9 digit unique state student identifier on 200,000 public and private school students.

A second phase was added to MEDMS in 2006, adding local assessment management and tracking capabilities (MEDMS/LAS) and a third phase, the MEDMS Financial System (MEDMS/FS) went live in April 2007. MEDMS/FS collects school unit revenue and expenditure data based on the MDOE Model Chart of Accounts. As with Phase 1, both

Phases 2 and 3 were developed with Microsoft.NET technology with a Microsoft SQL Server database. The new system will need to integrate with the MEDMS/LAS and MEDMS/FS applications and share the same Active Directory structure.

While MEDMS provides the core student and staff data identified in 2002, it is was not designed to meet the current expanded and more complex State and Federal data requirements. MEDMS also lacks the capability to provide local student information functionality for school units that either do not have an SIS or are looking to replace current systems.

The new State data information system will replace the current MEDMS infrastructure, staff and student modules while adding more comprehensive data collecting and reporting capabilities at the State level and provide centralized student information system functionality for local school units. The proposed system will need to inherit existing unique State student identifiers as well as existing data fields in the MEDMS Microsoft SQL Server database tables.

Detailed information of the existing MEDMS systems and MDOE's Active Directory structure will be available on the date of the vendor's conference. All vendors who request a copy of this RFP and register with MDOE will be provided the documentation detailing the current MEDMS system architecture.

1.5 Procurement Timeline

Public Advertisement	July 5, 2007
RFP Published.....	July 5, 2007
Bidder's Conference	July 19, 2007
Proposals Due	August 8, 2007 (no later than 2:00 pm)

1.6 Bidder's Conference

A bidder's conference will be held at 1:00pm on July 19, 2007 at the following location:

Conference Room 105 (First Floor)
Burton M. Cross Office Building
111 Sewall Street
Augusta, Maine

1.7 Administrative Information

a. The RFP Administrator is:

Jim Rier
Department of Education
23 State House Station
Augusta, ME 04333-0023
E-mail: jim.rier@maine.gov

b. From the date on which the RFP is released and during the period up to and including the date on which a notice of intent to award is issued, prospective bidders shall contact only the RFP administrator above with regard to this procurement. Direct or indirect

attempts by a prospective bidder, its employees, agents or representatives, to contact other representatives of MDOE or other State agencies to obtain information or for other purposes regarding this RFP or the procurement process may result in disqualification of a bidder's proposal.

c. In **NO CASE** shall verbal communication override written communication. Only written communications are binding on MDOE.

d. MDOE assumes no responsibility for representations concerning this RFP or procurement, which are, or may be, made by its employees, agents, or representatives prior to the execution of an Agreement, unless such representations are specifically incorporated into this RFP in writing. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing. Any information provided by a bidder verbally shall not be considered part of that bidder's proposal. Only written communications from a prospective bidder and received by MDOE shall be accepted.

1.8 Preparation of the Proposal

The "Official Proposal" shall be typewritten. Changes to the technical proposal may be lined out and initialed. **Bidders shall follow the proposal instructions given in Section 3 of this RFP.**

Section 3 of this RFP requires the use of the Cost Proposal Form that is included with the RFP document as Appendix B – Cost Proposal Form. Use of the Cost Proposal Form is **MANDATORY**. Failure to use the mandatory Cost Proposal Form shall be considered unresponsive and shall result in the summary rejection of the bidder's proposal.

All answers that are given to the questions asked in this RFP are subject to verification. Misleading and/or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.

The "Official Proposal" containing the signed, original response to the RFP and **Ten (10)** paper copies, as well as one copy in electronic format using Microsoft Word, shall be delivered in sealed package(s) **no later than 2:00 pm on Wednesday, August 8, 2007**. The Technical Proposal(s) and general information shall be sealed in one envelope and the Cost Proposal shall be sealed in a separate envelope. The entire package, containing all required response forms and other required information should be submitted together. All packages shall be clearly labeled with the following information.

- a. Department of Administrative & Financial Services
Division of Purchases
Burton M. Cross Building, 4th Floor
9 State House Station
Augusta, Maine 04333-0009
- b. Maine Education Data Management System (MEDMS)
- c. Bidder's Name and Address
- d. Name of Contact Person, Telephone Number, Fax Number, and Email Address

- e. Project Title and RFP Number 607133
- f. Proposal Due Date, and Time

Technical Proposals, General Information, and Cost Proposals: In addition, if multiple packages per proposal are used, the packages comprising the complete proposal shall be numbered in the following fashion: 1 of 4, 2 of 4, and so on. The original proposal shall be clearly labeled "Official Proposal" and all copies shall bear the labels "Copy 1" through "Copy 10."

If a bidder submits more than one (1) proposal, the bidder shall submit a separate Technical Proposal and a separate Cost Proposal for each proposal submitted. Each proposal shall be separately packaged and labeled as required herein.

1.9 RFP Changes and Addenda

In the event it becomes necessary to revise any part of the RFP prior to the scheduled submittal date, an amendment or an addendum shall be issued to all potential bidders who have received this RFP, consistent with any amendment timelines required by the Division of Purchases.

1.10 Rejection of Proposals

MDOE reserves the right to accept or reject any part of any proposal, and to accept or reject any or all proposals without penalty for any one of the following reasons:

- Section 1.** Failure to deliver the proposal by 2:00 pm on the due date.
- Section 2.** Failure to include the required Cost Proposal Form signed by an officer of the company submitting the proposal.
- Section 3.** Failure to include the Cost Proposal in a separate sealed envelope.
- Section 4.** Failure to follow the proposal format instructions as specified.

1.11 Certification of Independent Price Determination

By submission of a response to this RFP, the bidder certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

- a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any competitor.
- b. Unless otherwise required by law, the prices, which have been quoted in this proposal, have not been knowingly disclosed by any prospective bidder and shall not knowingly be disclosed by the bidder prior to the notice of intent to award, directly or indirectly to any competitor.
- c. No attempt has been made, or shall be made, by a bidder to induce any other person or firm to submit, or not to submit, a proposal for the purpose of restricting competition.
- d. Each person signing this proposal certifies that:

1. He/she is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein; or
2. He/she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decision.
3. The offer is made by the submitted proposal, and an officer of the offering firm shall sign any clarifications to that proposal or a designated agent empowered to bind the firm in an Agreement.

1.12 Withdrawal of Proposals

Proposals may be withdrawn, modified, and resubmitted at any time prior to the time set for the receipt of proposals.

1.13 Disposition of Proposals

Written proposals submitted in response to the RFP (including the recording and any transcriptions of oral presentations by bidders) become the property of the State, regardless of whether MDOE rejects any or all of the proposals. The proposals shall not be returned to bidders, except as specified in this RFP.

1.14 Disclosure of Proposal Content

According to State procurement law, the content of all proposals, correspondence, addenda, memoranda, working papers, or any other medium which discloses any aspect of the request for proposals process will be considered public information when the award decision is announced. This includes all proposals received in response to this RFP, both the selected proposal and the proposal(s) not selected, and includes information in those proposals that a bidder may consider to be proprietary in nature. Therefore, the State makes no representation that it can or will maintain the confidentiality of such information.

1.15 Clarifications and Releases

MDOE may, but is not required to, request a bidder to clarify in writing any and all aspects of a proposal; however, bidders will not be allowed to alter or amend their proposals through the clarification process. MDOE reserves the right to contact and to discuss a bidder's performance with the bidder's other clients and former clients.

1.16 Proposal Evaluation and Award

All proposals submitted shall be evaluated in accordance with the requirements set forth in Section 4 of the RFP. Any Agreement resulting from this RFP and the subsequent evaluation process shall not necessarily be awarded to the bidder with the lowest price on an individual option basis. Instead, the Agreement shall be awarded to the compliant bidder who has accumulated the most points in accordance with the evaluation criteria outlined in Section 4.

The RFP as well as the successful bidder's response to the RFP, together with all addenda and clarifications shall become part of the contractual obligation and shall be incorporated by reference into the ensuing Agreement with the successful bidder.

1.17 Gratuities

The laws of Maine provide that it is a felony to offer, promise, or give anything of value or benefit to a State employee with the intent to influence that employee's acts, opinion, judgment, or exercise of discretion with respect to that employee's duties. Evidence of violations of this statute will be reported to the appropriate prosecuting attorney.

1.18 Irrevocable Letter of Credit

An irrevocable letter of credit in the amount of twenty-five percent (25%) of the total amount of the resulting Agreement is required by the State to assure the successful bidder's faithful performance of the specifications and conditions of the Agreement. Bidders must submit, as part of the proposal, documentation from the party issuing the letter of credit, certifying that the issuing party is licensed to do business in the State of Maine, and that the bidder could secure an irrevocable letter of credit in the amount equal to twenty-five percent (25%) of the Agreement amount, if selected as the Successful bidder. The letter of credit is to remain in force until project completion and the written acceptance by the State of all deliverables under the Agreement. No Agreement will be executed until the letter of credit is issued. The letter of credit will be procured at the expense of the successful bidder, and will name the State as the obligee. The letter of credit will be forfeited in whole or in part, as appropriate, under the following circumstances:

1. If the Agreement is terminated during the Agreement life for cause,
2. If the Agreement is terminated during the Agreement life for breach of Agreement, or
3. If the successful bidder becomes insolvent during the term of the Agreement.

1.19 Conflicts Between Terms

MDOE reserves the right to accept or reject any exception taken by a bidder to the terms and conditions of this RFP. Should a successful bidder take exception to the terms and conditions required by the State, the bidder's exceptions may be rejected and the entire proposal declared non-responsive. These exceptions should be noted conspicuously and noted as exceptions to the RFP. MDOE may elect to negotiate with the successful bidder regarding Agreement terms that do not materially alter the substantive requirements of the RFP.

1.20 Maine Statutes and Rules

Maine Department of Administration and Financial Services, Division of Purchases Rules, Chapter 110, sets forth procedures for State of Maine procurement under which this RFP is issued. The terms and conditions of this RFP and the resulting Agreement(s) or activities based upon this RFP shall be construed in accordance with the laws of Maine.

1.21 Costs of Preparation of Proposal

No payments shall be made to cover direct, indirect or associated costs incurred by a prospective or successful bidder in the preparation of its proposal(s) in response to this RFP or any other submission made under this RFP.

1.22 News Release

News releases or other materials made available to the public, a bidder's clients, or potential clients pertaining to this procurement or any part of the proposal shall not be made without the prior written approval of MDOE.

1.23 Miscellaneous

MDOE reserves the right to accept or reject any or all proposals without penalty.

MDOE reserves the right to waive minor deficiencies and informalities if, in the judgment of MDOE, its best interests will be served. Failure to comply with a mandatory requirement is not a minor deficiency or informality that will be waived.

2 Operating Environment and General Requirements

2.1 Overview

The technical specifications and functional requirements in this RFP are organized in subsections that consist of the following 11 groupings, numbered to match the relevant subsection numbers as described in this Section of the RFP:

Section 2.2 Technical: This group of requirements represents the activities and functionalities needed to support the proposed system and integrate with existing MDOE systems including MEDMS/LAS and MEDMS/FS.

Section 2.3 Security: This group of requirements represents the activities and functionalities needed to enforce the required security and confidentiality requirements. Security is an infrastructure functionality that is a part of each of the functional groups.

Section 2.4 Data Extraction, Transformation, and Load: This group of requirements represents the activities and functionalities needed to integrate currently available information with the MEDMS information. The purpose of this functional group is to minimize manual data entry for required information.

Section 2.5 Data Exporting and Interface Requirements: This group of requirements represents the activities and functionalities related to integration of the MEDMS system with external and third-party database systems.

Section 2.6 SIF Requirements: This group of requirements represents the activities and functionalities needed to implement a Schools Interoperability Framework compliant data information system application.

Section 2.7 Data Analysis, Access, Queries, and Reports: This group of requirements represents the activities and functionalities related to analysis of the information collected at the school unit and school levels.

Section 2.8 Student Data Requirements: This group of requirements represents the activities and functionalities needed to provide a student information system that meets both State and school unit needs.

Section 2.9 Support Systems Data Requirements: This group of requirements represents the activities and functionalities needed to provide data on school unit staff, teachers and support systems.

Section 2.10 Stakeholder Access Requirements: This group of requirements represents the activities and functionalities needed to provide secure access to MEDMS data based on rights for designated stakeholder groups.

Section 2.11 Training and Documentation Requirements: This group of requirements represents the activities and functionalities related to training and documentation for State and school unit system administrators and end users.

2.2 Technical Requirements Overview

MDOE requires MEDMS to integrate and complement existing information infrastructures and to allow for integration of future development tools. MEDMS shall be a WEB based, 3-tier browser-based solution compatible with standard Microsoft Windows and Apple Mac operating system browsers. Bidders may offer an existing COTS product or may make a strong justification for specific items in this section for which they recommend employing a 2-tier client server solution. However, those items should be the exception, and MDOE reserves the right to reject any COTS or 2-tier solution and defer to a 3-tier browser-based solution, as specified.

2.2.1 MDOE Technical Hardware and Software Requirements

Item #	Requirement Text
1	Provide a web-based system with a centralized enterprise database, without the need to install client software.
2	Database Server. Integrate with the MEDMS MS SQL Server database. The database is supported by and housed at the Office of Information Technology (OIT) and supports TCP/IP based communications. Any additional Relational Database Management System (RDBMS) licenses and server peripheral components required to support the selected solution shall be obtained through existing State Agreements by MDOE. These components must be identified in the proposal, but MDOE will price them independently.
3	Client Workstations. Accommodate users accessing the system using either laptop or desktop hardware running current supported versions of Microsoft operating system, Microsoft Office and Internet Explorer and supported versions of Apple Safari and current supported versions of Firefox (PC and Apple).
4	Network Services. Accommodate users with a minimum 56kBps-based Internet connection, which applies to all schools and SAUs.
5	Data Integrity and Validity. Provide the ability to check data integrity and validity via various cross-referencing field verification checks.
6	Reduce Redundant Data Entry. Provide the ability to reduce redundant and irrelevant data entry and use forced choice entry techniques where applicable.
7	Associated Attachments. Provide the ability to store all associated attachments (multiple file

	formats) in a central database, and make them accessible through the application.
8	Microsoft Office Compatibility. Provide the ability to utilize Microsoft Office 2000 and its evolutionary replacement for spreadsheets, narratives, summaries, and face sheets (detailed history documents).
9	Data Compatibility. Provide the ability to import and export data from various local systems used by SAUs throughout the State. For school units that do not have a student information system, the system shall provide the capability for the school unit to enter data by completing electronic web based data collection forms.
10	State Data Compatibility. Provide the ability to import data from various State systems including, but not limited to: Revenue Services data, Transportation data and GIS data.
11	Data Accessibility. Meet the State Accessibility Standards and Policies (see Appendix G) for accommodations and universal access to information.
12	Demonstrate an application architecture and design consistent with current industry best practices and integrate with the current MDOE infrastructure. The database shall be scalable, hardware independent and support cross platform application operations.
13	Provide software assurance guarantees.
14	Provide an established process for migrating to new software releases and automatically converting the student database.
15	Accommodate users who want their data stored at a remote site and want the advantages of an ASP model.

2.2.2 Additional User Functionality

Item #	Requirement Text
1	Provide the ability to allow the user to control and create new screens, as needed by school, school unit, teaching staff, and administration staff.
2	Provide the ability to allow the users to define custom data fields.
3	Provide the ability to query all files within the system as allowed by security.
4	Be capable of displaying multiple years utilizing indicators to differentiate active, previous and future years.
5	Provide the ability for the user to define custom data fields that can be accessed and manipulated as any other data element, which would contain configurable record and field names.
6	Provide the ability to allow users to isolate records and generate a line, bar, or pie chart with a few simple keystrokes.
7	Provide context sensitive help keys that pull up help screens at the exact program operation where help is needed.
8	Provide context sensitive on-line documentation.
9	Provide user and technical CD and on-line system documentation in a printable format.
10	Provide the ability to display information in a "user friendly manner" that can be accessed easily by non-technical users.
11	Be able to conduct error checking on a real-time (or near-real-time) basis, as opposed to waiting for results from an overnight batch process.
12	Provide support error and edit capabilities to warn users when information is outside of established parameters. All areas of the application shall contain strong data field checks in

	order to preserve data integrity. Types of checks shall include format edits, mandatory field edits, and checks against standard tables, and cross-field checks based on data relationships.
13	Provide automatic notifications that alert staff to take an action when specific events occur or pre-established thresholds are reached.
14	Provide the ability to store multiple addresses that can be used for a variety of purposes, e.g., transportation, parent(s) address, grade mailing address, etc.
15	Provide the ability to store at least four identifiers including a school unit student ID, State Student ID, Medicaid ID, and Social Security Number.
16	Provide the ability to address multiple school academic calendars, including but not limited to trimester, semester and quarter.
17	Provide the ability to integrate all summer school processes and activities into the regular academic year information and processes.
18	Provide the ability to support modeling and simulations of school and grade assignments, student schedules, and other enrollment activities.
19	Provide multiple indicators for special needs students and students with special conditions or health concerns.
20	Provide the ability to produce information in a number of languages so bilingual students and parents of bilingual students can have access to necessary information, e.g., required enrollment forms, notifications, etc.
21	Provide the ability to allow teacher to record comments in order to increase the amount of information available on students.
22	Provide the ability to allow authorized school unit users to electronically sign-off on completed data submissions.
23	Provide the ability for school unit users to add notes.

2.3 Security Requirements

General Security Requirements. All security requirements will be governed by the State of Maine Information Technology Security Policy, as adopted by the Information Services Policy Board. The requirements to manage the security and access Section of this RFP define the functionality to ensure the data concurrency and security in the system. Security must provide uniform roles throughout the system that ensure data integrity. Security shall be provided using the concept of application areas, each of which shall have application pages. The system shall also identify the page controls within each application page. Different privileges shall be defined on application areas, application pages, and page controls to ensure a comprehensive security for the application. The baseline security and confidentiality requirements are defined in Chapter 125 §12.01 for students and §12.03 for personnel and all other applicable mandates.

2.3.1 Security

This application must pass OIT Deployment Certification (http://www.maine.gov/oit/oitpolicies/DeployCertPolicyAmended06_07_2007-1.htm) and undergo all relevant FERPA, HIPPA, Personal Identifiable Information (PII) certifications through an independent third party assessment. All significant findings must be remediated by the appropriate responsible parties before the system is put into production.

Item #	Requirement Text
1	Provide the ability to guarantee a student's rights to privacy as defined in the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).
2	Provide the ability to timeout a user's screen with automatic timer for security.
3	Provide the capability of mass security updates.
4	Provide for the use of Secure Sockets Layer (SSL) encryption initially and Transport Layer Security (TLS) by 2009 or other forms of comparable Advanced Encryption Standard (AES) encryption, for all transfer of student data between client and server.
5	Provide the ability to do mass updates to groups of users as needed.
6	Use a consistent security model throughout.
7	Develop a data classification scheme, risk assessment and plan to control and secure FERPA, HIPPA, and PII data both at rest and in transit utilizing approved federal government standards.

2.3.2 Logging and Access Rights

Item #	Requirement Text
1	Provide the capability to log into the system.
2	Require the user's user name and password to log into the system.
3	Mask the password with asterisks as the user types in the password.
4	Provide the capability to limit the number of log on failed attempts to three and then direct the user to a page indicating that log on failed.
5	Require the user to enter a new password if the old password has expired.
6	Provide the capability to notify the user if the user name or password is not valid.
7	Allow for security to be defined at login, sub-system, application, file, field, and user level.
8	Provide fully integrated security and access control capabilities, including single logon, customizable views for administrators, parents, teachers, and students.
9	Provide a security coding system to support multiple users with each user having a different password and different read and write access capabilities.
10	Allow LDAP integration for username and password administration.
11	Have the ability to build individual security profiles that users would be associated with, rather than each individual having its own set of permissions.
12	Meet the baseline security and confidentiality requirements outlined in Chapter 125 §12.01 and §12.03, and all other applicable mandates.

2.3.3 Managing Security and Access

Item #	Requirement Text
1	Provide the capability to add, change, or delete roles.
2	Provide the following roles: State Administrator, School Unit Administrator, and System Administrator. The State Administrator manages roles, users and organizational settings. The School Unit Administrator manages users and organizational settings. The System Administrator manages the overall system configuration and settings including

	organizations and overall security.
3	Ensure that the system roles cannot be deleted.
4	Provide the capability to associate roles with a user.
5	Provide the capability for the System Administrator role to add, change, or delete application areas and application pages.
6	Provide the capability to assign a role to an application area using a security setting of: <ul style="list-style-type: none"> • No access (NA); • Read only (R); • Edit/Read (ER); • Edit/Add/Read (EAR); and • Edit/Add/Read/Delete (EARD).
7	Provide the capability for the System Administrator role to add, change, or delete page controls (e.g., fields, check boxes, radio buttons) for each page.
8	Provide the capability for the System Administrator role to assign a role to a page control using a security setting of: NA, R, and ER. NA means the control shall not be displayed for that role; R means the control shall be displayed for read only (i.e., the user shall not be allowed to update the control's data); and ER means the control shall be displayed in its normal native format to allow the user to change the data value associated with the control.
9	Provide the capability for the System Administrator role to associate pages with an application area.
10	Provide security and administrative access distributed to users that works in conjunction with centralized administration.
11	Provide the capability for the System Administrator to create organizations. Organizations may be hierarchical.
12	Provide the ability to define which fields of a record a particular user or group can view and which they can edit.
13	Provide the ability for the System Administrator to designate fields that may be edited by school units after the close of the school year.
14	Provide row level security using the underlying relationships between the users and organizations.
15	Provide for the capability to copy a role and its defined access rights.
16	Provide the maximum access rights when a user is associated with multiple roles in one SAU. If one role has EARD access to an application area in the SAU, while a second role has R access to the same application area, a user associated with both roles in the SAU shall be provided EARD access to the application area. For example, a teacher who is also a principal shall have principal access rights. However, access rights for a user associated with multiple roles in more than one SAU shall be limited to the access rights of the role for each SAU. For example, a teacher who is a principal in a different SAU shall have teacher access rights in the SAU where employed as a teacher, and principal access rights in the SAU where employed as a principal.
17	Provide the ability to allow SAU users access to their own students' data based on job function within the SAU: <ul style="list-style-type: none"> • Superintendent/Central Office users: access all data of all students who are educated in the SAU, and all students who reside in the SAU but are educated outside the SAU at public expense.

	<p>NOTE: non-resident transfer students are considered residents of the SAU where they are educated, as specified by the transfer agreement.</p> <ul style="list-style-type: none"> • School building administrators: access all data of students within that school. • Teachers: access data of students they are responsible for; the exception is that teachers do not access free or reduced lunch status of any students.
18	Provide the ability to allow access to student data based on program enrollment of the students. For example, the Director of Special Education of an SAU shall have rights to student data of all special education students enrolled in SAU schools and students who are residents of the SAU but educated elsewhere.
19	Provide the ability to allow SAU users access to student data based on dates of enrollment in a particular school. As a student moves to another school, the proper access to data shall follow the student to the new set of SAU users.
20	Provide users the ability to post new data to the database via web browser per their account permissions.
21	Provide the ability to allow SAUs to manage access rights to student data.
22	<p>Provide the ability to allow users access to personnel data based on job function within the SAU:</p> <ul style="list-style-type: none"> • Any employee: access to own data; • Superintendent: access to data for any SAU personnel, except for fingerprint-based Criminal History Records Check data kept in the MDOE certification database; • School building administrator: access to data for any personnel assigned to the building, except for except for fingerprint-based Criminal History Records Check data.
23	<p>Provide the ability to allow MDOE staff members to have appropriate access to SAU data including but not limited to:</p> <ul style="list-style-type: none"> • School Unit Financial data • Student demographic data • Student enrollment by program • Student achievement data • SAU Staff Criminal History Records Check data: accessible only to Commissioner and Commissioner’s designee(s) • Other SAU personnel data, including but not limited to numbers, certification status, education level, and demographics • Personally identifiable student data: accessible based on MDOE System Administrator authorization.
24	Provide the capability to define the SMTP (Simple Message Transport Protocol) server user account and password that shall be used for email notifications.
25	Provide the capability for users to control who has access to results of queries.
26	Provide the ability to maintain an audit trail of transactions made in the student information system, identifying who made the change, the type of change made, and the date / time the change was made. This shall be accomplished for adds, deletes and edits. This shall include all security maintenance transactions. Both a before and after image of data changes shall be captured in order to record the specific data elements that were modified.

2.3.4 Security Requirements for SAUs

Item #	Requirement Text
1	<p><i>Security and Confidentiality Specific to Teachers:</i> Provide the capability for classroom information to be restricted to teachers, the system shall provide the capability to share information when students have more than one teacher, and shall provide guidelines for exporting or transferring ‘raw’ electronic data to external destinations when a student transfers to another SAU or to a private school at public expense.</p>
2	<p><i>Security and Confidentiality for School Building Administrators:</i> Provide the security capabilities to support intra-year transfers from one SAU or school to another. When a student transfers, the release of information must be triggered by enrollment in the new school. The security system shall permit the receiving school to access the sending school’s historical information about that student, while denying the sending school access to any new information entered by the receiving school.</p>

2.4 Data Extraction, Transformation, and Load (ETL) and Integration Requirements

2.4.1 Overview of ETL

MEDMS shall provide the capability to Extract, Transform, and Load (ETL) into the MEDMS database the essential data requirements from SAU data sources, to enable SAUs to capture data points needed for reporting by the specified deadlines. MDOE will only consider proposals that address these essential MEDMS ETL data requirements and that include these costs in the Cost Proposal Forms Section of Appendix B –Cost Proposal Form.

2.4.2 Ability to ETL and Integrate Specified SAU and MDOE Data

Item #	Requirement Text
1	<p>Provide the ability to de-duplicate, link and match students from various MDOE sources, and shall specify potential minimum information to enable the de-duplication of students within the SAU as well as statewide. Such information shall include but not be limited to:</p> <ul style="list-style-type: none"> • Name • Alias • Date of Birth • Gender • Parent/Legal Guardian name(s) and address(es) • Parent/Guardian Relationships • Parent/Guardian mailing address(s) • Address • Phone number(s) • Other optional unique identifier such as SAU student ID #.
2	<p>Provide data entry capabilities to receive information from SAUs that have no SIS, or whose SIS does not provide SIF data format.</p>
3	<p>Provide the ability to receive batch information from SAUs that have an SIS system.</p>

Item #	Requirement Text
4	Provide the ability to notify users via email the status of ETL files.
5	<p>Provide the ability to ETL student enrollment information from MDOE and SAUs, including but not limited to:</p> <ul style="list-style-type: none"> • Year of graduation • Grade • School • SAU • Classroom/advisory group • Teacher(s) • Migrant status • Homeless status • Medicaid eligibility status • Race/ethnicity in accordance with NCLBA • LEP status • Special Education status (detailed in Requirement 13 below) • 504 status • Free or Reduced Lunch status • Educational status of resident students not enrolled in SAU schools • Program participation, including: <ul style="list-style-type: none"> • Title I • Migrant Education • Alternative Education • Adult Education • All day versus half-day kindergarten • Specific Vocational Education program • Advanced Placement course(s).
6	<p>Provide the ability to ETL MEA results collected at the following levels:</p> <ul style="list-style-type: none"> • Student • Grade • Teacher • School • SAU • Statewide.
7	<p>Provide the ability to ETL MDOE certification data for all types of credentials, including:</p> <ul style="list-style-type: none"> • Certified teachers and educational specialists • Certified administrators • Authorized educational technicians • Other personnel (those approved by MDOE but not requiring certification or authorization).
8	<p>Provide the ability to ETL other staff data:</p> <ul style="list-style-type: none"> • List personnel by school and by SAU • Years of experience in education and in the SAU • Age

Item #	Requirement Text
	<ul style="list-style-type: none"> • Employment status, full versus part-time • Other demographics, including race, gender, residence.
9	Provide the ability to collect current as well as historical personnel demographic data included in the current MEDMS Staff Module.
10	Provide the ability to capture SAU data points necessary to determine the teacher(s) assigned to each student, and to allow for changes within and across school years.
11	Provide the ability to capture data points necessary to determine student/ teacher ratios based on specified parameters.
12	Provide the ability to collect current as well as historical student demographic data included in the current MEDMS Student Module.
13	<p>Provide the ability to capture data points necessary to establish Special Education and Chapter 504 program and student enrollment information. This information shall include but not be limited to:</p> <ul style="list-style-type: none"> • Annual census of identified students, known as “Child Count” • Disability label of identified students (one of 13 possible labels) • Identification status under Chapter 504 of the Rehabilitation Act • Placement of identified students • Exiting status of students, as follows: <ul style="list-style-type: none"> · Deceased · Moved · Met goals · Exited to general education • Number of units of special education and related services delivered to students, such as OT, PT, speech services, other services • Student discipline data (e.g., days suspended by year, or expulsion) • Transportation data.
14	<p>Provide the ability to capture data points for Special Education personnel</p> <ul style="list-style-type: none"> • Number Employed (FTE) • Contracted service providers.
15	<p>Provide the ability to capture data points necessary to identify at-risk populations:</p> <ul style="list-style-type: none"> • Truancy status • Frequency of movement between schools or SAUs • Suspension and expulsion history • Medical condition • Retention status (not promoted into another grade at the end of the school year) • Other data in the system.
16	Provide the ability to capture data points necessary to determine high school completion rates in accordance with NCLBA, and dropout rates.
17	Provide the ability to capture data from the 60% schools and private schools that choose to send their data to MDOE.

2.4.3 Ability to ETL and Integrate with Remaining MDOE Sources and to Integrate with New Data Sources

Item #	Requirement Text
1	Provide the ability to integrate any remaining data from existing MDOE data systems in that are not already integrated.
2	Provide the ability to ETL student health data.
3	Provide the ability to capture all EPS program and fiscal data points at the school level.
4	Provide the ability to capture data points necessary to determine the number of students conveyed by bus.
5	Provide the ability to capture data points necessary to determine SAU Geographic Isolation status.
6	Provide the ability to capture data points necessary to determine the cost of the school nutrition program.
7	Provide the ability to capture data points necessary to integrate facilities management data (e.g., square footage, age and condition of facilities) from the current facilities management system with student and financial data.

2.5 Data Exporting and Interface Requirements

2.5.1 Exporting Interface Functional Requirements

Item #	Requirement Text
1	Provide the ability for SAUs to export data in a flexible format that can be integrated with other information available at the SAU level. Security requirements shall certify that student identifiable data can only be released to the appropriate users.
2	Provide the ability for MDOE users to export data in a flexible format that can be integrated with other information available at the MDOE level. Security requirements shall certify that MDOE staff only has access to the appropriate data.

2.5.2 System Interface Requirements

Item #	Requirement Text
1	Be able to import and export data to and from third party software such as grade book software.
2	Be able to interface with various third party software packages including: <ul style="list-style-type: none"> • Financial System for billing activity. • Medicaid for billing purposes.
3	Provide a published format for importing student, teacher and class registration data into the database without keyboarding data.
4	Provide the ability to support data integration and data sharing with other computer systems using SIF-certified applications or other industry standard protocols to eliminate duplicate entry and protect the sensitivity of certain data elements.
5	Provide the ability to permit user definable import and export specifications for files.
6	Provide the ability to receive, accept, and/or modify student data from a variety of possible

Item #	Requirement Text
	sources, such as scanning, keyboard entry, archived records, and external sources such as the Web, testing companies, or telephone.
7	Provide the ability to allow users to export data to statistical software that makes tables of specified data and to export in a variety of standard formats (e.g., xls, csv, xml, txt, rtf, pdf).
8	Be able to store specified export routines for later use and modification.
9	Provide seamless integration with school, school unit or State data warehouse, preferably using SIF.
10	Provide the ability to use multiple methods to add data to a data warehouse, e.g., online tests, scanning, data entry, import, etc.
11	Provide the capability to integrate with third party smartcard applications.

2.6 Schools Interoperability Framework (SIF) Requirements

2.6.1 SIF Certification

Item #	Requirement Text
1	Please list SIF Certified applications that will be provided by your company as part of this proposal (as posted on SIF Certification Registry: http://www.opengroup.org/sif/cert/register.html)
2	Please list applications that will be provided by your company as part of this proposal that are not SIF Certified but that have SIF agents available. When do you intend to have these applications certified as SIF Certified?
3	For each SIF Certified application, please supply a copy of the Conformance Statement Questionnaire that you completed as part of your Certification Application.
4	For each application that has a SIF agent but is not yet SIF Certified please provide a description of each agent's functionality in complete detail.

2.6.2 SIF Experience

Item #	Requirement Text
1	Describe the implementation and support services available from your company during deployment of the SIF certified applications that will be provided as part of this proposal.
2	Describe the functions(s) supported by your application(s) (i.e., subscriber, provider, etc.).
3	Please list other agent vendors and/or SIF certified applications that are known to have been deployed by schools and/or school units that have implemented your SIF certified applications that will be provided as part of this proposal.
4	Please list the SIF data objects available in the SIF certified applications that will be provided as part of this proposal.
5	Please name the zone integration server(s) that have been tested for use or that existing customers have used during deployment of the SIF certified applications that will be provided as part of this proposal.
6	List at least three reference schools and/or school units that have purchased and/or

Item #	Requirement Text
	deployed your SIF certified application. Please provide customer contacts for each reference.
7	How many total customers do you have that have purchased and/or deployed your SIF certified applications that will be provided as part of this proposal? Note that a comprehensive confidential list of clients may be requested if your organization is chosen for further consideration.

2.6.3 Agent Costs

Item #	Requirement Text
1	Are costs for your agent(s) included in the costs for your software or are they separate costs?
2	How are upgrades to your agent(s) priced?
3	Describe installation support.
4	Describe on-going support.
5	Are upgrades included in software maintenance or annual service agreement?

2.6.4 Zone Integration Server (ZIS)

Item #	Requirement Text
1	Does your company provide or market a Zone Integration Server (ZIS)? (If not, proceed to the section 2.6.5.)
2	Identify the version(s) of the SIF Specification that the ZIS supports.
3	Please provide a list of references from these implementations that we can contact.
4	Does your proposal include the cost of the ZIS and implementation?
5	Describe the training and support provided (documentation, phone support, etc.).
6	What additional software needs to be installed and operational in order for your ZIS to run properly?

2.6.5 SIF Association Participation

Item #	Requirement Text
1	Please provide your original date of SIF membership.
2	List leadership positions held by staff in your organization as part of the Schools Interoperability Framework organization, including working groups.
3	List SIF working groups in which your company actively participates and staff hours of company involvement in each working group.
4	List any and all SIF activities in which you have participated, including Developers Camps, Connect-a-Thons, conference and trade show demonstrations, and quarterly and annual meetings.

2.6.6 SIF Support

Item #	Requirement Text
1	Will your company assist the school unit in using SIF to interface your application with other internal and external legacy information systems used by the school unit?
2	What support does your company provide for agent specific questions? Describe your escalation procedures.
3	What specific training, support and development assistance will be provided?

2.7 Data Analysis, Access, Queries and Reports (General Data Analysis, Access, Queries, and Reporting Requirements)

2.7.1 Data Analysis and Reporting Requirements

Item #	Requirement Text
1	Be capable of supporting flexible definitions (e.g., Reference Information and Lookup Values) of types of schools and school units, such as: High schools and vocational regions/centers; Middle schools including many different ranges of grades; Multiple types of configurations of schools within SAUs; and Regional alternative schools.
2	Provide the capability to report student subgroup performance as required by NCLBA.
3	Provide the capability to report teacher certification status as required by NCLBA and to enable parents to review the certification status of their student(s)' teacher(s).
4	Provide the ability to produce standardized reports viewable by Mac or PC users.
5	Provide the ability to support production of ad hoc reports by users based on their security access. Query results shall be exportable in a variety of standard formats (e.g., xls, csv, xml, txt, pdf, rtf) for use with third party report generation software.
6	Provide the ability to produce ad hoc reports with functionality so "standard" users can produce the reports they need without seeking or requiring technical assistance.
7	Provide the ability to provide both standard and ad hoc reports to parents or guardians in a secure manner.
8	Provide the ability to extract selected pieces of student information from the information system in order to conduct specialized analysis or to back-up important student information.
9	Provide the ability for users to analyze relationships between data elements, such as demographics, and possibly across systems, e.g., tying academic information to student demographics.
10	Provide the ability to produce graphical representations of reported information.
11	Provide the ability to produce reports that include historical or longitudinal information.
12	Provide the flexibility to respond to changing reporting and program needs.
13	Provide the ability to satisfy all federal, State, and local reporting requirements, including reporting requirements for grant applications.
14	Provide the ability to print reports in multiple.
15	Provide the ability to create public and/or private mailing lists and/or labels for use in

	mass communications.
16	Provide the ability to create annual school unit and school report card.

2.7.2 State Level Data Access and Reporting Requirements

Item #	Requirement Text
1	Provide the ability to export of SIS data to MDOE's enterprise data warehouse for longitudinal analysis.
2	Provide the necessary documentation to access and use the data. This may include but not limited to: Data Dictionary, Data Model, Data Schema, and Data Definitions.

2.8 Student Data Requirements

2.8.1 Student De-duplication and Matching

Item #	Requirement Text
1	Provide a minimum data set to ensure de-duplication of students.
2	Use a set of algorithms to ensure that students are de-duplicated.
3	Provide the ability to assign a unique State student identifier to each student, once de-duplication has taken place.
4	Provide the functionality to enable MDOE to reconcile/eliminate duplicate student IDs or records that may occur due to bad or erroneous information received. This reconciliation/elimination shall manage any historical records in the systems that were using the eliminated student ID, so all records are associated with the correct student ID.
5	Provide the ability to match and carefully integrate the issuance of student ID with the data interfaces/loads from the various SAU automated SIS that are in SIF data format.
6	Provide a mechanism to ensure the integrity of the currently assigned unique State student identifiers (SSID) and shall provide functionality for the maintenance/creation of the SSID that remains with the student throughout their educational career.
7	Provide real-time or near real-time movement of the SSID and secure electronic transfer of student records across schools and across school units through the enrollment process.

2.8.2 Student Enrollments

Item #	Requirement Text
1	Provide the ability to track and log all entries, withdrawals and re-activation of a student within the school unit or State.
2	Provide the ability to accept students outside of the standard enrollment process such as those in private or parochial schools including non-publicly funded students or children attending preschool locations like Child Development Services sites.
3	Provide the capability to generate an automatic withdrawal when a student moves to another school within the school unit during the year.
4	Provide the capability to generate a pending enrollment for a student transferring from another school unit within the State.

Item #	Requirement Text
5	Provide the capability to track student mobility within the school unit or State.
6	Be able to ensure that student enrollment history is maintained for all schools.
7	Possess the ability to maintain historical data and to move that data with the student as the student moves in and out of school units across the State of Maine.
8	Provide the ability to display students by class, course, section, and grade.
9	Provide the ability to display students by non-class activities and groups including: advisor groups, sports teams, extracurricular activities and study halls.
10	Provide the ability to add/transfer/drop individual student information electronically on a real-time basis from school to school, school unit to school unit.
11	Provide the ability to allow the student database to contain a digitized picture to be attached to student records and viewed on the screen.
12	Provide the ability to collect data on homeschooled students who are not receiving any educational services from local school units.

2.8.3 Assignment Data

Item #	Requirement Text
1	Provide the ability to allow for mass student assignments as well as individual student assignments.
2	Provide the ability to allow for multiple student capacities for each school and grades within schools, reflecting physical capacities, established capacities, and individual program capacities.
3	Provide the ability to make initial student assignments, allow flexibility for assignment changes during the current year, and allow assignments to be made for the new (or next) year.
4	Provide the ability to allow for the enrollment of students in multiple schools during the same term.
5	Provide the ability to allow for the enrollment of students in multiple school units.
6	Provide the ability to incorporate year-round-school, summer school, and other summer activities into the assignment process.
7	Provide the ability to interface the assignment process, for individual student assignments, with transportation in order to provide real-time transportation options to students and parents.
8	Provide the ability to handle multiple tie-breaking strategies and the flexibility to adapt to changing tie-breaking criteria.
9	Provide the ability to project students into schools for scheduling.
10	Provide for default assignment based on a specified criterion, such as school attendance zones, ZIP codes, and GIS information.
11	Provide the ability to create actual assignments that are appropriate for the next school year based on default when making a level change (elementary to middle or middle to high) or program choice.
12	Provide the ability to permit the enrollment and assignment of "next-year students", who will be attending school in the school unit for the first time in the coming year, but are not currently a school unit student.

13	Be closely integrated with the entry and withdrawal process in the SIS.
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2.8.4 Special Education Data

Item #	Requirement Text
1	Provide the ability to identify students with disabilities.
2	Comply with federal laws and regulations (Individuals with Disabilities Education Act (IDEA), 34 CFR Part 300, 20 U.S.C 1416 (a)(3)(A).
3	Provide the ability to track students through out the identification, evaluation, and location process including referral and placement decision.
4	Provide the ability to have SIS information accessible and useable within the special education functions.
5	Provide the ability to allow for the tracking of early intervention services provided to all students prior to their potential identification as a special education student over current and previous years.
6	Provide access to documented parental contacts.
7	Provide the ability to record actions or activities related to the needs of the student with disabilities.
8	Provide the ability to capture substantive information so all staff with a need to know are aware of the special needs and actions taken.
9	Provide the ability to capture services provided to students with disabilities and the amount of time spent providing the services.
10	Provide the ability to manage the unique standards that apply to special education students for test results, etc.
11	Provide the ability to maintain data on special education tuition and board.
12	Provide the ability to capture all data necessary to generate student Individual Education Plans (IEPs).

2.8.5 Federal Program Data

Item #	Requirement Text
1	Provide the ability to identify Title I schools and each student demographic record shall include an indicator that the user can flag when applicable. It shall be able to identify: <ul style="list-style-type: none"> • If the school is a School Wide Program (SWP) where all students are eligible for Title I services, and • If a school is identified as a targeted-assistance school (TAS).
2	Provide the ability to identify migrant students eligibility required by Title I - Part C.
3	Provide the ability to track the provision of supplemental educational services
4	Provide the ability to capture and report truancy and dropout data including drop prevention interventions.
5	Provide the ability to capture indication that a student has exercised the option to transfer to another public school under the provisions of section 1116 of Title I.
6	Provide the ability to capture requirements of Title VII - B of the McKinney-Vento Homeless Assistance Act. This includes the indication of a homeless student and their temporary living status. Once a student has been identified as homeless, the indication shall remain for the duration of the current school year, even if the student acquires a

	stable, adequate living arrangement. At the start of a new school year, however, this designation shall clear so that the student may be re-evaluated.
7	Provide the ability to capture Title IV, Part A requirements for Safe and Drug Free Schools and Communities presented in section 2.8.12, Safe and Drug-Free Data, of this document.
8	Provide the ability to facilitate the collection of Reading First (RF) Teachers/Coaches and their professional development to comply with Title I, Part B, Subpart 1.
9	Provide the ability to tie RF students to their RF Coaches. The teachers and coaches shall have access to the student records of the children they serve.
10	Provide functionality to record and report Title III requirements for Limited English Proficient (LEP) and Immigrant students. This includes the capture of a State standard LEP service plan, instructional accommodations and services as well as date of entry into the program. A student who is eligible but declines LEP services shall also be recorded. A student who is assessed for LEP service but found to be Full English Proficiency (FEP) shall also be identified. A student who is identified as FEP or exits LEP services shall continue to be tracked for three years.
11	Provide the ability to identify students in standard gifted categories and provide the means to record evidence of giftedness and service delivery options according to Title V, Part D, Subpart 6. This would include at the school level, the ability for a teacher to access gifted students the teacher serves. At a school unit level, the coordinator shall have access to all gifted student records within the school unit. The system shall also provide the ability to create a gifted student services plan (GSSP).

2.8.6 Scheduling Data

Item #	Requirement Text
1	Provide the ability to allow multiple approaches to scheduling such as batch, arena, manual, and electronic (Web or telephone).
2	Provide the ability to allow students to register for classes using a variety of methods including the Web, telephone, etc.
3	Provide the ability to define dual credit courses.
4	Provide course rosters by course or section.
5	Provide the ability to allow for schools to define credit values for each course.
6	Provide software support for high school students to develop a 4-year course schedule that meets their individual needs. As courses are taken, the course schedule shall be changed to reflect the courses that have been successfully completed and the courses required for graduation.
7	Provide the ability to reflect schedule changes in real-time, not through a batch process.
8	Provide the capability for a valid course file that can be modified by only those with special permissions but available for printing and viewing for all users. When adding courses to a school's master schedule, only courses on this valid course valid may be added.
9	Provide the ability to link courses that are part of an instructional sequence or part of an academic package, and support identification of electives and alternate course parameters that are linked as part of a course of study.

10	Provide the ability to allow separate rules for each class offered, thereby providing flexibility in determining the applicable number of hours, credits, grading, seat capacity, etc., while also allowing the user to override these rules if necessary.
11	Provide the ability to allow facility capacity information to be integrated into the scheduling parameters.
12	Provide the ability to accommodate the use of 6 week, 9 week, 12 week, semester, quarter, trimester and yearly course schedules.
13	Provide for a variety of student capacities including building and room capacities, "set aside" seats for special needs students, programmatic capacity, etc.
14	Provide the ability to support an interface between teacher accreditation information and vocational courses to ensure certified staff are assigned to teach these courses.
15	Provide a mechanism to address mass scheduling activities (i.e., where mass changes of students in one course can be moved to a new course) as well as individual "walk-in" students.
16	Provide the ability to schedule by teams with some groups at a school, but have the flexibility to also schedule other groups without using teams at the same school.
17	Provide the ability to support the use of balancing factor methodology for class size equity.
18	Provide the ability to address student and/or teacher preferences and exclusions.
19	Provide the ability to allow additional information about special needs students to be included in order to produce appropriate schedules for those special populations.
20	Provide the ability to allow an initial schedule to be produced based on predefined business rules, and adjusted based on unique student needs.
21	Provide the ability to allow for adding and deleting sections, changing student requests, and changing class size parameters, all on-line.
22	Provide the ability to allow staff to conduct scheduling simulations, in real-time, or modeling so the scheduler can develop the most efficient schedule.
23	Provide to the scheduling process all relevant information regarding the student, including but not limited to: academic history, test history, grades, attendance, discipline, health concerns, special needs, etc. that will assist in producing a schedule.
24	Provide the ability to flag records of students who sign up for a course that may be too easy or too difficult, based upon their past course and test history. This shall not automatically prohibit them from taking the course they select but it shall ensure that the student receive counseling regarding that course.
25	Provide the ability to produce the most current schedule so the accurate location of students can be assured.
26	Provide schedule information to students and parents using a variety of technologies including, but not limited to, telephone and Web.
27	Provide the ability to facilitate the entry of a local course catalog. If one already exists, the vendor shall provide conversion of the local course catalog with the ability to make modifications once conversion is complete. Each local course shall be tied to a State course code based on category and content. The course catalog shall include the day(s) and term(s) the course is offered, the credits earned upon completion, any weighting for advanced courses.

2.8.7 Attendance Data

Item #	Requirement Text
1	Provide the ability to support efficient collection and entry of student attendance information by both the teacher and school staff.
2	Provide the ability to allow for the collection of attendance information at a variety of times throughout the day, depending on the school.
3	Provide the ability to allow multiple attendance codes to better identify particular attendance issues.
4	Provide the ability to allow entry of information on students who are tardy or leave a class early, with the ability to note the time of the activity and a reason code.
5	Provide a system for student attendance referral to appropriate staff in regards to truancy and absenteeism.
6	Provide the ability to interface with other systems such as transportation so that teachers and school staff have access to other activities that impact attendance, e.g., a late bus.
7	Provide the ability to identify students who are marked as absent in one class, but who have been added to the class list in another class during the same time period.
8	Provide the ability to retain the attendance of students for longer than the current academic year in order to determine attendance trends.
9	Provide the ability to issue automatic truancy or attendance letters as defined by the school unit.
10	Provide the ability to provide attendance information to parents using a variety of technologies, e.g., telephone, Web, email, etc.
11	Provide a school head count report that could be run on specific times (i.e., first, third day, and Labor Day) of the school year and on the day after to show student membership by grade, program, and race. This can be calculated along with percentages, ratios, and totals for each school.

2.8.8 Grades and Report Card Data

Item #	Requirement Text
1	Provide the ability to allow for easy entry of student grades, competencies, and test information by teachers.
2	Provide the ability to support teachers who want to enter all grades and assessment information into the system as well as teachers who want to only enter final grades.
3	Provide the ability to allow report card forms to be electronically generated, including student name, student identifier, student attendance, test scores, etc.
4	Provide the ability to allow teachers to both enter comments into the system and have them printed on the report card, or manually enter the information on a report card after basic student information has been generated by the system.
5	Provide flexibility for elementary teachers to enter detailed information relating to the progress of their students.
6	Provide the ability to allow principals to access and search grade and test score information and produce appropriate reports including GPA weighting, honor roll determination, and class rankings.
7	Provide classroom teachers the capability to enter lesson plans, record classroom

	attendance, and enter grades from the classroom workstation or a remote location.
8	Provide the ability to allow teachers to mark an assignment exempt for a particular student.
9	Provide the ability to allow teachers to name each assignment individually.
10	Provide the ability to allow teachers to assign extra credit and/or bonus points.
11	Provide teachers the ability to view the student averages as assignments are recorded.
12	Provide the ability to generate progress reports for teachers of their individual students at any time for the current grading period and/or cumulatively.
13	Provide a flexible grade reporting function to accommodate letter grades, numeric grades, pass/fail, skills bank and other grading schemes currently in use by Maine schools.
14	Provide the ability to allow for user-defined calculation parameters for processing of grade point averages (i.e., include/exclude courses or add weight to AP).
15	Provide the ability to compute and maintain Grade Point Average (GPA) and credits earned for the current grading period (semester, quarter, 9 week, 6 week, trimester, etc), school year to date and student career to date.
16	Provide the ability to allow for storing multiple GPA calculations based on various weight criteria (non-weighted, weighted, school defined weights, etc.).
17	Provide the ability to display an alert to the teacher when grades are missing or incomplete.
18	Provide functionality to modify course credit or grade system setup and then allow automated grade reconciliation based on the new factors.
19	Provide the ability to generate a comprehensive set of teacher grade reports including grade distributions and statistical analysis of grades by teacher, by student, by class, by school and by school unit.
20	Provide the ability to allow for the generation of class rankings, progress reports, report cards, failure reports, athletic eligibility reports and honor rolls based upon user-defined criteria. Report cards/progress reports shall be available upon demand at any point during the year or multiple times in a year.
21	Provide flexibility for school units to customize report cards based upon grade level. Users shall be able to print records individually, by class or by grade.
22	Provide secure remote access for parents to view the schedules, grades, attendance, discipline, the IGP, and progress data for their child. The ability to correspond via email with the teacher would be value added functionality.

2.8.9 Assessment and Test Data

Item #	Requirement Text
1	Provide longitudinal tracking of student assessment and test scores across schools and school units for multiple years. The process shall provide evaluation tools for students, teachers, and school unit administrators so questions about student performance can be answered.
2	Provide the ability to maintain standardized test results, proficiency and competency results, objective testing, and college entrance tests. The process shall also support a variety of assessment metrics including raw and scaled test scores, grade and normal curve equivalents and percentile scores.

3	Provide the ability to allow for the entry of test scores in a variety of ways, including manually, scanner interface, electronic import, or as a batch file from a testing service.
4	Provide mechanism to import testing data from national testing services including but not limited to ACT (e.g., Explore, PLAN, Work Keys, ACT) and College Board (e.g., PSAT, SAT and Advanced Placement Testing).
5	Provide the ability to allow for the storage and retrieval of scores from formative assessments, diagnostic assessments, end of course assessments, English language proficiency assessments, State tests and national tests in order to measure student progress and program success.
6	Provide the ability to maintain test and assessment history. Any grading reports shall have the option to show all scores or the highest score if a test has been taken multiple times.
7	Provide exportable files for submission to testing companies. The files shall contain student identification and selectable student biographic and demographic information. The files shall permit testing companies to register and track students when administering online assessments and to accurately match student test booklets and answer sheets with SIS data when students are assessed using paper and pencil tests.
8	Provide the ability to produce Student Testing Rosters for use in schools.
9	Provide the ability to track nonacademic factors including attendance, retention, dropout and transition to adult life.
10	Be able to contain student level information that allows for calculation of graduation rates by school and school unit as defined by the National Governors Association (NGA).
11	Provide school unit and program administrators the ability to analyze progression of students and programs by single student, grade, school, class, cluster group, or specialized program.
12	Provide the ability to integrate with the Statewide assessment system and allow for the automatic population of Statewide assessment scores into the SIS.
13	Provide the ability to calculate student participation (100-day accountability report) per grade by school and school unit based upon the school calendar and the student's entry date in order to meet NCLBA requirements. Business rules to determine school accountability shall include special enrollment factors such as part day enrollment in Career and Technical Education Centers and enrollment in alternative programs.
14	Be easily modifiable to meet new requirements and federal timelines established by the USDOE for NCLBA.
15	Provide data files and reports to assist schools and school units in the administration of school unit and Statewide assessments.
16	Be able to issue physical fitness test results.
17	Be able to assist in providing information access for teachers, principals and other education audiences as they address student assessment issues in an era of educational reform.
18	Provide the ability to analyze testing information such as providing specialized information on class, course, and school ranks. Examples may include calculation of class, course, and school rank and providing statistical analyses appropriate for these requests.
19	Provide the ability to allow for testing results to be included with student history.
20	Be able to contain or allow access by second party software diagnostic tools to aggregate, total, and sort test data for analysis and reporting.

21	Provide the ability to support easy export and import of student demographic data for linkage with performance information.
22	Provide the ability to support the use of historical academic information to the new computing environment.
23	Provide the ability for a user to define additional test elements and events.
24	Provide the ability to allow for the storage of proficiency and standardized test scores.
25	Provide the ability to disaggregate State and national test results by any demographic factors contained in the system.
26	Provide the ability to track students who have not passed required proficiencies, and produce reports and analyses of test results.
27	Provide the ability to allow test results to include multiple parts.
28	Provide capability to import teacher information from school unit or State school administrative systems.
29	Provide the ability to allow the user to define the standard and local tests that are to be recorded, including physical fitness test results.
30	Provide the ability to allow users to view test and assessment results by student, by group, by school, and by test.

2.8.10 Graduation Data

Item #	Requirement Text
1	Provide the ability to accommodate the different graduation requirements between the schools in a school unit and between school units.
2	Provide the ability to relate student achievement to the appropriate course catalog for a given school and year.
3	Provide the ability to automatically check the graduation requirements of students and identify both those students who are on track to graduate and those students who are not on track to graduate. The system shall also identify students whose graduation requirements require counselor review.
4	Provide the ability to identify graduated seniors.
5	Provide the ability to allow tracking of multiple graduation requirements simultaneously.
6	Provide all necessary information for State reporting and student post-secondary needs.
7	Provide the ability to respond to a variety of graduation requirements, which could change from year-to-year.
8	Provide the ability to allow the capability to link an electronic "portfolio".

2.8.11 Transcript Data

Item #	Requirement Text
1	Provide the ability to support the production of electronic transcripts that document student progress.
2	Provide the ability to transmit transcript/graduation information electronically to post-secondary institutions.
3	Provide the ability to accommodate the quick build of student transcript for a transfer student.

4	Provide the ability to establish diploma types and corresponding requirements.
5	Provide the ability to assign graduation date in mass or by individual student.
6	Provide the ability to identify "non-diploma" students.
7	Provide the ability to list a student's school of graduation on the transcript if different from the school attending.
8	Provide functionality needed to capture student information so as to record data related to the transition to adult life as required by NCLBA.
9	Provide capability to modify the format of the transcripts including adding testing information.
10	Provide the ability to store and maintain student transcript information with a comprehensive set of maintenance tools and cumulative course descriptions based upon MDOE curriculum standards and course codes. The transcript functionality shall be flexible to allow for local customization. Official transcripts shall be printable upon request.

2.8.12 Safe and Drug-Free Data

Item #	Requirement Text
1	Provide the ability to track discipline activities by type, site, and school. The discipline tracking function shall contain information on incidents requiring student disciplinary action and track all State law violations, as well as violations of local board of education policy.
2	Provide the ability to contain a set of State standard infraction violation codes and disciplinary disposition codes but allow schools to add school level dispositions for school level incidents not contained within standard codes.
3	Provide the ability to allow for crosschecking of expulsion and suspension data with student attendance. The user shall have the option to automatically apply attendance when a disciplinary action is taken.
4	Provide expulsion and suspension information to the new school when a student transfers to another school within Maine.
5	Provide reporting to comply with the State legislation and Title IV - Safe and Drug-Free Schools and Communities Act of 1994
6	Provide reporting to comply with the State required "Persistently Dangerous Schools" and NCLBA (Unsafe School Choice Option) - ESEA (Elementary and Secondary Education Act) of 1965, Title IX, Part E, Section 9532, amended by NCLBA of 2001.
7	Provide information to school administration and external legal authorities regarding violation tracking (fighting, weapons, theft, etc.) and disciplinary dispositions (detentions, suspensions, expulsions) and it shall provide administrative note capability, including but not limited to: automatic user and call-to-office reminders.
8	Provide the ability to support unlimited incidents per student.
9	Provide the ability to list interventions resulting from an incident.
10	Provide the ability to produce any required State reports.
11	Provide the flexibility to maintain discipline information beyond that required by law, which can be used for early identification of student problems.
12	Provide the ability to link discipline information to other student information, such as

	attendance, student schedules and student demographics.
13	Provide the ability to allow single-point-of-entry of discipline information so once a discipline activity is entered into the system; the information can be used by others without having to be re-entered.
14	Provide the ability to limit accessibility to discipline information for those who have the right and the need-to-know.
15	Provide the ability to ensure that information is entered consistently and in accordance with established guidelines.
16	Provide the ability to retain discipline information for tracking individual students and for cohorts of students.
17	Provide the ability to ensure student discipline information is available when students transfer between schools.
18	Provide the ability to allow analysis and reporting of student discipline activity by school.
19	Provide the ability to allow disciplinary action duration to cross years.
20	Be able to produce discipline letters to parents.
21	Provide the capability to record supplemental dispositions.
22	Provide the ability to collect additional data when a special education student facilitates an incident.

2.8.13 Medical and Health Data

Item #	Requirement Text
1	Provide the ability to notify teachers and staff, as appropriate and necessary, on health conditions of students that could impact student safety or affect student activities.
2	Provide the ability to allow notes or comments to be entered by school staff concerning the health conditions and disabilities of students and make that information available to school nurses.
3	Provide the security and privacy procedures necessary to ensure the highest level of medical confidentiality for student information and allow the release of confidential information only to authorized personnel.
4	Provide the ability to interface with stand-alone Medical and Health systems used by a school unit.
5	Provide the ability to maintain the date of students' physicals and alert appropriate staff when the physical examination dates of students are approaching.
6	Provide the ability to track injuries and support analysis of injury information for reporting on injury patterns and trends.
7	Provide the ability to identify students whose health conditions could limit participation in student activities or be aggravated by participating in an activity.
8	Be able to identify students with disabilities, who are Medicaid eligible and track the services that they are provided.
9	Provide the ability to maintain service logs for Medicaid that are printable upon request.
10	Provide the ability to create the federal Health Education Claim Form (HCFA-1500).

2.8.14 Locker Data

Item #	Requirement Text
1	Provide ability to assign students to book, physical education, and athletic lockers.
2	Provide ability to assign master combinations from a table of at least six combinations.
3	Provide the ability to support a minimum of five types of lockers and six combinations for each.
4	Provide the ability to support at least three designations for the location of each locker (e.g., top, middle, bottom).
5	Provide the ability to print reports of lockers, assigned students by school, locker type, and grade level.
6	Provide the ability to keep an inventory of the lockers and combinations with the ability to assign a locker to a student or a group of students depending on conditions.

2.8.15 Student Fees

Item #	Requirement Text
1	Provide the ability to tie fees, charges, fines, and payments to the student.
2	Provide the ability to allow for the collection of and accounting for course fees.
3	Provide the ability to allow for the collection of laptop insurance fees.
4	Provide the ability to allow parents to monitor student fees, charges, and fines.
5	Provide the ability to produce a variety of reports reflecting fees, charges, fines, and payments.
6	Provide the ability to identify students who owe fees or debts that could limit participation in student activities.
7	Provide the ability to print multiple copies of receipts for funds received and identify the person who received the money.
8	Provide the ability to allow an interface with the school unit's financial system.

2.8.16 Student Activities

Item #	Requirement Text
1	Provide the ability to identify students who are not academically eligible or otherwise unable to participate in sporting or other student activities.
2	Provide the ability to allow for the insertion of positive recognition data, i.e., awards, honors, etc.
3	Provide reporting functions including rosters for teachers, coaches, and special activities staff.
4	Provide the ability to allow for the scheduling of parent/teacher conferences such that both the teacher and the parents can access the information on line.
5	Provide the ability to accept non-public school students, such as those in private or parochial schools or children attending preschool locations like daycare centers.

2.8.17 Early Childhood Programs

Item #	Requirement Text
1	Provide functionality to record preschool information for the purposes of State reporting.
2	Provide the ability to track Early Childhood Placement.
3	Provide the ability to create the school units' State Preschool Enrollment Count as of December 1.
4	Provide the ability to produce the Preschool Supplemental Count report for students who were enrolled prior to December 1 but who withdrew before the December 1 count was taken.
5	Provide the ability to produce the school unit Preschool Performance report that is required by State at the end of June. This report shall summarize data at the school unit level as well as provide cumulative preschool data Statewide.
6	Provide the ability to collect information on all preschool facilities to produce the Preschool Program Summary for all Classes and Lead Teachers report.
7	Provide the ability to track ECE Physical & Occupational Therapy.
8	Provide information for ECE School Psychological Services.

2.8.18 After School Programs

Item #	Requirement Text
1	Provide functionality to record information for students who are receiving After School services. Data requirements include but are not limited to the learning goal, hours and services provided as well as assessment of the outcome upon exiting the programs.
2	Provide the ability to record services provided during the regular school year, including during the school day, as well as services offered during the summer months.

2.8.19 GED Data

Item #	Requirement Text
1	Provide the ability to identify those students who are eligible for entrance in the Secondary GED program based on student age, grade level, assessment data and professional opinion data.
2	Provide the ability to track a student's entry and exit from the program.
3	Provide a mechanism to track events and statuses as related to counseling, remedial services, and alternative education.
4	Provide the ability to accommodate unique course numbers for the GED curriculum.
5	Provide the ability to produce a school unit Secondary GED program annual report. Requirements of this report include aggregated student demographics, a count of students participating with an IEP or 504, socio economic status counts, the number of students who attempted and number who passed the GED exam as well as a count of those successfully completing the program and the qualifications of supervising teachers.

2.8.20 Career and Technical Education Data

Item #	Requirement Text
1	Provide functionality to record information on students participating in Career and Technical Education (CTE).
2	Provide the ability to integrate with the Statewide CTE assessment system.
3	Provide the ability to allow local and State operated area technology centers access the student records in multiple schools from remote locations.
4	Provide a mechanism to update and create a CTE record in mass for all students in a particular course and section.
5	Provide a table for valid Classification of Instructional Programs (CIP) codes as a drop down for updating CTE information. The table will need to be maintained by certain users and query only for all other users.
6	Provide the ability to tie CIP codes to the Valid Course file in the scheduling and grading areas.

2.8.21 Adult Education Data

Item #	Requirement Text
1	Provide the ability to support the financial reporting and class registration for the adult education tuition-based system at each location.
2	Provide current enrollment counts and automatic waiting lists.
3	Provide the ability to support the enrollment of students in a large number of (more than 20) different adult educational programs.
4	Provide the ability to collect Adult Education course counts for secondary students attending only Adult Education courses for an Adult Education diploma.

2.8.22 Multi-Year Access to Student Data

Item #	Requirement Text
1	Provide the schools and school units the ability to track student data including, but not limited to, testing history, discipline history, attendance, grades, special education, etc. over time.
2	Be able to make local determination on how many school years of data shall be kept onsite for immediate access.
3	Provide easy access to all end-of -year State level data after school unit level review and approval by MDOE.
4	Provide the ability to allow school unit users to edit designated fields after the close of the school year subject to approval by MDOE.

2.9 Support Systems Data Requirements

2.9.1 Transportation Data

Item #	Requirement Text
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1	Provide the ability to determine the eligibility of a student for school unit-supplied transportation based on a set of rules including distance to school (e.g., either straight line or via the street network) and/or drop-off/pickup point.
2	Provide flexibility for different pick up and drop off locations, varying by day or week.
3	Provide the ability to produce driver bus stop locations, times, and lists of assigned students for each bus and route.
4	Provide school staff and parents access to current student transportation assignments and bus status information.
5	Provide the ability to allow school staff to access bus status information to determine the availability of buses for field trips and other student activities.
6	Provide the ability to allow for the special transportation needs of students to be identified and considered when making student bus assignments and bus routing.
7	Provide the ability to allow for multiple transportation services provided by private contractors and scripts or passes provided for taxis and municipal bus service.
8	Provide notifications of transportation assignments to students, schools, and bus contractors at the beginning of a school year and as changes occur.
9	Provide the ability to maintain past, current and future student assignments simultaneously.
10	Provide the ability to allow school unit transportation staff to maintain records of changes required in student assignments, bus routes, etc. and the status of such changes (e.g., to be done, completed, awaiting additional information).
11	Provide the ability to meet federal and State audit and reporting requirements.
12	Provide the ability to interface the transportation process with the assignment process so real-time transportation information can be provided to the student/parent.
13	Provide the ability to include a geo-processing system or geographic information system in order to verify addresses and school boundaries.
14	Provide spatial information (e.g., student address, bus stop locations, and bus routes) that is supported by an underlying geographic information system.
15	Provide the ability to produce driver instructions and maps for each bus and route.
16	Provide on line graphic displays of bus routes, bus stops, school locations, transportation zones, etc. and the flexibility to simultaneously display multiple items or layers and scale the information displayed.
17	Provide the ability to allow for the planning and modification of snow routes.

2.9.2 Nutrition Data

Item #	Requirement Text
1	Provide the ability to directly interact with stand-alone systems, such as a child nutrition system, to ensure the student information contained or used by separate systems is accurate and changes to student information are realized by all systems using student information.
2	Provide the ability to include information about the students accepted to the nutrition program and expiration dates for students no longer in the program.
3	Provide the ability to identify students who qualify for “temporary” eligibility.
4	Provide the ability to identify family members not reported, e.g., an elementary student

	reported but a high school sibling not reported.
5	Provide student lists for eligibility, food service lunch rosters, statistical summaries of student participation, and sample random lists for auditing of the nutrition program.
6	Provide for protecting the privacy and security of student information, due to the sensitive nature of child nutrition information.
7	Provide the capability to maintain point of sale (POS) functionality for school lunch programs.

2.9.3 Library Data

Item #	Requirement Text
1	Provide the ability to include digitized photographs of students for identification purposes by either displaying a student’s picture on the checkout screen or printing pictures on a student identification card.
2	Provide the ability to interface with the library system in order to exchange current student information.

2.9.4 Staff Data

Item #	Requirement Text
1	Provide the ability to link to the human resources system to allow for the correlation of student and teacher data.
2	Provide the ability to collect staff and teacher demographic, employment and job function information.
3	Provide the ability to collect teachers and staff certification and qualification information.
4	Provide the ability to collect Highly Qualified Teacher information.
5	Provide the ability to collect staff development information.
6	Provide human resource management functions to track applicants, substitute teachers, current employees, assignments, past experience and continuing education.
7	Provide the ability to maintain information on and track classified and certificated non-management, management, confidential, temporary, substitutes, mentor teachers and other employee sub-groups.
8	Provide the ability to print personnel directories and mailing labels (by school or school unit-wide) with employee address, phone and other information.

2.10 Stakeholder Access Requirements

2.10.1 Parent/Guardian Access

Item #	Requirement Text
1	Provide the ability to allow individual parents/guardians to view: <ul style="list-style-type: none"> • achievement performance at the objective level, • grades, • schedule,

	<ul style="list-style-type: none"> • progress in class, • individual test scores, • attendance, • overall grades in classes, • immunization records, • discipline information, • fees • homework assignments, • teacher e-mail addresses (their children’s teachers only), • library book check out information-before fines become due, • books within the student’s reading range, • subject specific aggregate information (school, school unit, or State) to be used for comparison, • progress toward graduation, • lesson plans of those teachers that teach their children, • school announcements and calendar, and • school unit’s standards.
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2.10.2 Student Access

Item #	Requirement Text
1	Provide the ability to allow individual students to view: <ul style="list-style-type: none"> • individual tests scores, • grades, • class assignments, • homework assignments, • library book check out information-before fines become due, • attendance, • library book check out information-before fines become due, • books within the student’s reading range, • school announcements and calendar, and • the school unit’s standards.

2.10.3 Teacher Access

Item #	Requirement Text
1	Provide the ability to allow individual teachers to view: <ul style="list-style-type: none"> • Information that will allow them to better determine the progress of every student they teach, • Lesson plans and activities aligned to specific objectives of State and national standards, • Information relating to which standards have been covered and which standards have not been covered to facilitate lesson planning, • Information via hand-held devices,

	<ul style="list-style-type: none"> • Student demographics, contact information • Curriculum objectives, • Instructional Resources, including: <ul style="list-style-type: none"> ○ online lessons, ○ student activities, and ○ classroom resources, • Student Performance Results in read only form, • Test Results to identify “proficient” level on State tests (NCLBA), • Academic progress information for students against the standards, • Individual student reports showing objective mastery performance by date, teacher, school, and grade level, • A profile of individual students showing objective mastery performance on all objectives in all subject areas, • Assessments given to each student showing progress over time, • Information on a student’s areas of difficulty or deficiency, and • Aggregate information available from similar classes within the school, school unit, and State.
2	Provide the ability to generate tests with test items that match the curriculum.
3	Provide assessment tools that can measure student performance against objectives.
4	Provide the ability to update and report attendance.
5	Provide an electronic grade book.
6	Provide a project and resource database.
7	Provide homework management tools.
8	Provide forecast tools for student performance on high-stakes tests.

2.10.4 School Access

Item #	Requirement Text
1	Provide the ability to allow authorized school users to view: <ul style="list-style-type: none"> • Student activities, • Instructional resources, • Student performance results, • Disaggregate data from across the school unit, • Information to establish progress targets for the school and certain demographic subgroups, • School unit, State, and national assessment standards, • Lesson plans aligning the curriculum to State and national standards, • Assessments given to each student showing progress over time, • Academic progress information for students against standards, • Individual student reports showing objective mastery performance by date, teacher, school, and grade level, • A profile of individual students showing objective mastery performance on all objectives in all subject areas, • Standardized assessment data for each student,

	<ul style="list-style-type: none"> • Assessment results received from State agencies, • Academic data for students who transfer from other schools or school units, and • Attendance at the school level.
2	Provide the ability to generate tests with test items that match the curriculum.
3	Provide assessment tools that can measure student performance against objectives.
4	Provide forecast tools for student performance on high-stakes tests.
5	Provide the ability to allow administrative staff access to information that is required in order for them to perform their job function, but restricted by security according to their job function.

2.10.5 School Unit Access

Item #	Requirement Text
1	Provide the ability to allow authorized school unit users to view: <ul style="list-style-type: none"> • Performance information to manage school improvement and demonstrate adequate yearly progress, • Lesson plans and activities that are aligned to specific objectives, • Teacher certification information, • Aggregate student and course information, • Test information for all grades, • Standardized assessment data for each student, • Assessment results received from State agencies, and • Individual student reports showing objective mastery performance by date, teacher, school, and grade level.
2	Provide the ability to define either school unit developed instructional requirements or import purchased instructional programs.
3	Provide the ability to define or import State mandated educational standards or frameworks.
4	Provide the ability to disaggregate data by multiple variables, including race and income from across the school unit.
5	Provide the ability to identify student areas of deficiency and individualize instruction for pre K-8.
6	Provide the ability to identify students below the “proficient” level on State tests.

2.10.6 Public Access

Item #	Requirement Text
1	Provide an annual report card showing: <ul style="list-style-type: none"> • Student-achievement data broken down by subgroup, • information on the performance of school units, and • school unit report showing school-by-school data.
2	Provide general information regarding school functions.

2.11 Training and Documentation Requirements

2.11.1 Training and Documentation

Item #	Requirement Text
1	Provide all User Manuals and System Administration manuals.
2	Provide the ability to meet the MDOE and the State of Maine standards for technical and program documentation.
3	Provide training material needed to support the System Administrator Training and the User Train-the-Trainer sessions.
4	Provide up to 2 weeks of Systems Administration Training.
5	Provide up to 4 weeks of Train-the-Trainer sessions. It will be the obligation of MDOE to identify trainers and to support these trainers in end-user training
6	Provide to MDOE all necessary documentation to facilitate ongoing maintenance of the system after implementation.

3 Instructions For Submitting Proposal

3.1 Cover Letter

Provide a cover letter to the proposal that includes the following:

3.1.1 Name and Address

Provide the name and address of the prime bidder. Names and addresses of all subcontracted providers must also be included.

3.1.2 Guarantee

Provide a statement guaranteeing that the bidder can and will meet the August 1, 2008 implementation date for the project.

3.1.3 Signature

Provide a signature and title, in the cover letter, of the person empowered to bind the prime bidder.

3.2 Technical Proposal

Submit a technical proposal explaining how the bidder will meet the requirements detailed in Section 2 of this RFP. Proposed solutions must be correlated, by number, to the appropriate sections outlined in Section 2.

Identify and describe in detail the hardware and software necessary to install, run, and support the system being proposed including testing and/or training environments.

If any component of the proposed system is not compatible with the development and operating environments documented in Section 2.2 of this RFP, the bidder must indicate what additional tools and equipment will be required and include an estimate for the procurement, installation, and support of these tools and equipment. In the event the provider cannot guarantee an August 1, 2008 implementation date, a proposed implementation date is required. MDOE is under no obligation to consider a proposal that does not comply with section 3.1.2, but may do so at its discretion based on the number and quality of responses.

Provide a warranty of at least one year on the system and all products provided by the bidder. The warranty period begins at when MDOE has accepted the delivery of the system shall cover the diagnosis and fixing of all system features and functions that do not operate as stated in this RFP and the bidder's documentation.

The bidder must also provide a warranty that the software used to implement the system proposed is bug free for a period of one year after the product is delivered in final form or until MDOE enters into an Agreement with another vendor for further modifications of the software, whichever is shorter. This means that once the software is delivered, the bidder must be willing to fix, at no charge to MDOE, any faults the software may exhibit

for a period of one year. Should MDOE execute an Agreement with another vendor for work that will change any of the coding delivered under this Agreement before the one year has elapsed, the software warranty referred to herein would be null and void.

3.3 Work Plans and Timelines

Provide a description of how the bidder plans to interact with MDOE staff and bidder requirements of MDOE.

3.3.1 Project Work Plan

Provide a work plan outlining the steps being taken in each category:

- Design, Development, Implementation, Acceptance Testing and Production Cutover and Stabilization to meet the August 1, 2008 implementation date.

The work plan must include:

- The steps required;
- Detailed descriptions of the deliverables in each step;
- The level of effort for each deliverable;
- Proposed time frames;
- Bidder staff requirements;
- MDOE staff requirements including skill levels required, and time commitments to accomplish a successful implementation of the system, including conversion of MDOE data, and customizations needed to meet MDOE business needs; and
- How the bidder will provide the necessary interaction with MDOE staff to help modify workflows around the proposed system and define and implement required enhancements.

3.4 Bidder Qualifications

Provide a brief history of the bidder's company including a general company overview, background, and ownership.

If this is to be a joint bidder proposal, or the bidder intends to utilize the services of a subcontractor or subcontractors, include a narrative description of the considerations and benefits of such an approach.

3.4.1 Bidder Experience

3.4.1.1 Systems Development Experience

Provide a detailed narrative description of the bidder's experience with data systems development and support within the last three (3) years; identify the application development methodologies used and include the dates when services were provided.

3.4.1.1.1 COTS Experience/Application Service Provider Experience

Provide a detailed narrative of the Bidder's experience with the offered product and/or experience in the last three years providing application services remotely to customers.

3.4.1.2 Project Commitment

Describe the current project commitment, and the total number of full-time employees being dedicated to this project for MDOE.

3.4.1.3 Bidder Staff Qualifications

The bidder must commit dedicated, skilled personnel to MDOE to provide professional services. MDOE shall retain the right to reject any of the Provider's employees whose qualifications, in the reasonable, good faith judgment of MDOE, do not meet the standards established by the Department as necessary for the performance of the Agreement. During the course of the Agreement, the Department reserves the right to require the Provider to reassign or otherwise remove any Provider employees found unacceptable by Department. The bidder must provide a completed list of qualified employees and/or subcontractors who will work on this project, and an outline of the structure of the team and the names of specific key employees that will be assigned to work on this project. Bidder staff qualifications must be completed and submitted with the proposal. Failure to do so will result in a bidder losing points in the scoring process.

3.4.1.4 Client References

Provide a comprehensive list of clients, including contact information, for whom the bidder has provided similar services within the last three (3) years; include the dates when services were provided. MDOE may contact clients from the list as references for the bidder.

3.4.2 Financial Responsibility

Provide financial documentation as evidence of adequate financial stability. In the event a bidder is either substantially or wholly owned by another corporate entity, the bidder must also include the most recent detailed financial report of the parent organization and a statement that the parent organization will unconditionally guarantee performance by the bidder on each and every term, covenant, and condition of such Agreement as may be executed by the parties. Any proposed subcontractors, whose percentage of work to be performed (measured as percentage of total Agreement price) equals or exceeds 20 percent, must submit the required information also.

3.4.2.1 Financial Summary

Provide a financial summary of financial performance over the most recent three (3) years of operation, including the following:

Highlights of the year:

- Revenue
- Net Operating Income
- Earnings Before Income Taxes

At year end:

- Total Assets
- Working Capital

- Long Term Debt
- Stockholders Equity
- Number of Employees

3.4.2.2 Financial Stability

One of two responses is required in this subsection, depending upon whether the firm is publicly held (Section 3.4.2.2.1) or not (Section 3.4.2.2.2). Additionally, all proposals must include a response to the requirements of Section 3.4.2.2.3.

3.4.2.2.1 Publicly Held

If the bidder is a publicly held corporation, enclose a copy of the corporation's most recent three (3) years of audited financial reports and financial statements and the name, address and telephone number of a responsible representative of the bidder's principal financial or banking organization. The bidder must also disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals that might materially affect the viability or stability of the organization; or warrant that no such condition is known to exist. The bidder must submit a complete Dunn and Bradstreet credit report dated not more than thirty (30) days prior to the proposal submission. If this requirement is not met, the bidder must explain why and the Evaluation Committee will consider this during the evaluation.

3.4.2.2.2 Not Publicly Held

If the bidder is not a publicly held corporation, the bidder may either comply with the preceding subsection or:

- a. Describe the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information in such a manner that the Evaluation Committee may reasonably formulate a determination about the stability and financial strength of the organization;
- b. Provide a banking reference;
- c. If available, provide a complete Dunn and Bradstreet credit report dated not more than thirty (30) days prior to the proposal submission; and
- d. Disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals that might materially affect the viability or stability of the bidding organization; or warrant that no such condition is known to exist.

3.4.2.2.3 Change In Ownership

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, describe the circumstances of such change and indicate when the change will likely occur.

3.5 Cost Proposal

It is estimated that available funding for this project will be approximately \$2.0 million. Bidders are requested to take this into consideration when preparing the proposal to maximize the value of the work proposed.

Bidders are required to give a firm, fixed price quotation for the work to be done to complete this RFP. This RFP is to be based on fixed discrete, concrete deliverables (consistent with the Appendix B – Cost Proposal Form format). As part of negotiating an Agreement, a formal, written payments process will be identified and indexed to these deliverables with an acceptance sign-off procedure based on the cost proposal submitted.

Costs for the proposal as completed by the required implementation date of August 1, 2008.

Costs must be allocated to the following sequential parts of the project:

- Design,
- Development,
- Implementation,
- Acceptance Testing, and
- Production Cutover and Stabilization.

For each of these parts of the project, the identified costs should be attributed to the deliverables that are included in the project work plan as outlined in Section 3.3.1 of this RFP.

Cost Proposals must also include associated costs for hardware and software necessary to implement the system including production and testing/training environments. Cost Proposals must be on the form provided in Appendix B –Cost Proposal Form.

Optional Costs - Remote Hosting

Bidders may propose optional costs for hosting the hardware infrastructure. Cost Proposals for Remote Hosting must be on separate sheets of paper with the title “Optional Costs - Remote Hosting”. The costs for remote hosting will not be scored nor will it have any weight in determination of the award for the integrated data management system.

The State of Maine’s Remote Hosting Policy can be viewed at <http://www.maine.gov/oit/oitpolicies/RemoteHostingPolicy.htm>.

3.6 Bidder Comments

Bidders are encouraged to include any comments that might further clarify their proposal.

3.7 Proposal Organization

To ensure consistency of presentation, to ensure that MDOE personnel can easily find required information, and to ensure that all requirements have been addressed MDOE requests that proposals be organized as follows:

- a. Cover Letter as described in Section 3.1
- b. Technical Proposal as outlined in Section 3.2
- c. Work Plan and Time Frames as outlined in Section 3.3

- d. Bidder Qualifications as outlined in Section 3.4
- e. Cost Proposal as outlined in Section 3.5 in separate sealed envelope (Appendix B –Cost Proposal Form)

4 Proposal Evaluation Process

4.1 Proposal Evaluation Process

An Evaluation Committee consisting of MDOE personnel and consultants will evaluate all responses to this RFP. Accepted proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received by the date and time specified in **Section 1.8 Preparation of the Proposal** with the correct number of copies and the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements could result in the proposal being rejected and not included in the evaluation process.

Upon receipt, the proposal information will be disclosed to the Evaluation Committee members only. Bidders may not contact members of the Evaluation Committee except at the request of the MDOE RFP administrator.

4.2 Evaluation Of Proposals

Accepted proposals will be evaluated by the Evaluation Committee based on the bidders' responses to the requirements detailed in Section 2. Scoring shall include information obtained by reviewing the bidder's proposal documents, and contacting references. The Evaluation Committee shall be under no obligation to contact bidders for clarification of proposals, but shall reserve the right to do so at any time prior to Agreement award.

At the option of the Evaluation Committee, a test and evaluation (T&E) may be conducted. Each proposal will be evaluated on the basis of the categories below. A point score will be established for each response in each category. Based on the results of the evaluation, the proposals determined to be most advantageous to MDOE, taking into account all of the evaluation factors, will be selected by MDOE.

1. Bidder Qualifications: Total Possible: 25 pts
 - Qualifications of bidder employees or subcontractors assigned to work on this project
 - Client list from the past three (3) years from which MDOE may select references
2. Demonstrated Understanding of RFP Section 2 requirements Total Possible: 45 pts
 - Strategy and work plan
 - Ability to meet specified deadlines
 - Outline of the work, demonstrating satisfaction of all technical requirements or alternatives suggested
 - Clarity of proposal

3. Cost Total Possible: 30 pts
- The lowest bid will receive the entire 30 points.
 - Each of the other bids will receive a share of the 30 points based on the following formula: $\frac{\text{Lowest bid}}{\text{Bid}} \times 30 = \text{points}$

RFP Total Possible: 100

4.3 Test and Evaluation

One or more of the bidders who achieve the highest score (the finalists) may be required:

1. To provide a live demonstration of its proposed solution, preferably in an educational setting;
2. To make its solution available to a MDOE-designated team who will conduct a series of hands-on tests to evaluate functional capabilities as pertain to the goals of this RFP; or
3. Both 1 and 2.

The need, if any, for this Test and Evaluation (T&E) stage will be determined by the Evaluation Committee after completing the evaluation of proposals specified in Section 4.2 of this RFP. For this stage of the evaluation and at short notice (perhaps as soon as 3 business days), each finalist must be prepared to make its proposed solution available to the Evaluation Committee at a bidder site agreed upon by the bidder and MDOE. During this T&E period, the bidder's proposed project manager and other senior staff must make any requested presentation.

If this T&E stage is conducted, the Evaluation Committee will further assess and validate the functionality and effectiveness of each finalist's proposal through bidder demonstrations, MDOE hands-on tests or both. This assessment and validation may result in changes to the scores of finalist's by the Evaluation Committee.

4.4 Final Scoring

The finalist who achieves the highest score – that, is whose proposal reflects the best value offer to MDOE - will be awarded the Agreement subject to successful Agreement negotiations and required Agreement approvals.

5 Appendices

5.1 Appendix A - List of Acronyms

Acronym	Description
CDS	Child Development Services
COTS	Commercial Off the Shelf
CSD	Community School District
DOC	Department of Corrections
Ed Tech	Educational Technician
EPS	Essential Programs and Services
EUT	Education in the Unorganized Territories
FERPA	Family Educational Rights and Privacy Act
FTE	Full time equivalent
GED	General Equivalency Diploma
GLE	Grade Level Expectations
GPA	General Purpose Aid
HIPPA	Health Insurance Portability and Accountability Act
ISPB	Information Services Policy Board
LEP	Limited English Proficient
MDOE	Maine Department of Education
MEA	Maine Educational Assessment
MEDMS	Maine Education Data Management System
NCLBA	No Child Left Behind Act
OIT	State Office of Information Technology
RFP	Request For Proposal
SAD	School Administrative District
SAU	School Administrative Unit
SIF	Schools Interoperability Framework
SIS	Student Information System

5.2 Appendix B - Cost Proposal Form

PROJECT COST:

COST PROPOSAL PHASE 1 PROJECT COST	Proposed Deliverable #	Bidders may insert additional columns as needed	Total						
Design									\$0.00
Development									\$0.00
Implementation									\$0.00
Acceptance testing									\$0.00
Production Cutover/Stabilization									\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Software Licenses

Grand Total

Annual Maintenance & Support Costs

Hardware Costs (list details)

Software Costs (list details)

Hosting Costs (optional)

Signature

5.3 Appendix C - SIF Data Format Technical Information

www.sifinfo.org

5.4 Appendix D - Supporting Policy Documents

Chapter 125 Basic Approval Standards: Public Schools and School Administrative Units

Chapter 127 Instructional Program, Assessment, and Diploma Requirements can be found at the following web site:

<http://www.maine.gov/education/LR%20Rules%20Document.htm>

FERPA can be found at the following web site:

<http://www.ed.gov/offices/OM/fpco/ferpa/index.html>

HIPAA can be found at the following web site:

<http://www.cms.hhs.gov/hipaa/>

NCLBA can be found at the following web site:

<http://www.ed.gov/nclb/landing.jhtml?src=pb>

Maine's Consolidated Application for Funding under the *No Child Left Behind Act* can be found at the following web site:

<http://www.maine.gov/education/nclb/state%20app/summary.htm>

Maine Revised Statutes Annotated Title 20-A: Education can be found at the following web site:

<http://janus.state.me.us/legis/statutes/20-A/title20-Ach0sec0.html>

Maine Web Standards and Accessibility Language for State Contracts

http://www.maine.gov/oit/accessibility/purchasing_memo.htm

5.5 Appendix E - School Administrative Unit Configuration

Maine currently has 290 school units with 152 superintendent offices. A description of the current configuration is listed below. The Maine House and Senate enacted the two-year state budget on Wednesday, June 6, 2007 which includes school administrative reorganization legislation. It is anticipated that the number of school administrative units for the 2009-2010 school year will be reduced to approximately 80 SAUs.

Currently, there are three types of SAUs, related to towns or cities in the State of Maine:

- **School Administrative District (SAD):** An SAD is an SAU that has a board of directors with fiscal autonomy from the municipality. Most SADs have more than 1 town and operate schools K-12.
- **Community School District (CSD):** A CSD is an SAU that has a school committee with fiscal autonomy from the municipality. All CSDs have more than 1 town and they operate schools for any grades pre-K-12, decided by citizens when the district was formed or modified at a later time.
- **Municipal School System:** A municipal school system is an SAU that has a school board but the town is fiscal agent, operating schools for any combination of grades pre-K-12 or no school. There are 50 SAUs in Maine with so few students that they do not operate any schools. Students in these SAUs are all tuitioned to other SAUs or to private schools.

Beginning July 1, 2009, SAUs will only include municipal school units and regional school units formed pursuant to State law (20-A MRSA Chapter 103-A). In addition to SAUs, the following configurations shall be addressed in the MEDMS:

- **School Union:** A school union is not an SAU. Rather, it is a collection of SAUs that come together for the sole purpose of sharing central office services. The joint union board consists of all the members of member boards. The joint board only meets to employ central office staff and decide on the share of central office costs to be born by each SAU. A school union cannot operate a school. Members of school unions can be municipalities, SADs, or CSDs.
- **Maine Indian Education (MIE) –** A collection of three SAUs ; Indian Island, Indian Township and Pleasant Point, administered and run by the Indian Nation, inter or intra tribe for the purpose of sharing central office services.
- **Private Schools Enrolling at least 60% of Students at Public Expense:** Erskine Academy, Foxcroft Academy, Fryeburg Academy, George Stevens Academy, Lee Academy, John Bapst High School, Liberty School, Lincoln Academy, Maine Central Institute, Thornton Academy, and Washington Academy.
- **Technology Regions:** A technology region is a quasi-municipal corporation established by the Legislature to provide career and technical education to secondary students that is comprised of all the school administrative units within the geographical boundaries set forth for each career and technical education region in section 8451. A region is governed by a cooperative board formed and operating in accordance with 20-A MRSA, Chapter 313.
- **Education in Unorganized Territory:** Education in Maine's unorganized territory is a responsibility of the State. The education of territory children is accomplished by the state operating schools which are in unorganized townships and by the assignment of agent superintendents to assure that each child in an unorganized township receives education. These agents are assigned by the Commissioner of Education.
- **State Funded Schools:** Governor Baxter School for the Deaf, Long Creek Youth Development Center, Mountain View Youth Development Center, and Maine School for Science and Mathematics.

5.6 Appendix F - Data Required for Implementation of the Essential Programs and Services Funding Formula

All of the following data must be collected and reported by school:

- Grades K through 5
- Grades 6 through 8
- Grades 9 through 12

Specialized Student Populations:

- Special Education Students
- Students with a 504 Plan
- Limited English Proficient Students
- Low Income Students (those eligible for free or reduced lunch)
- Students in Primary Grades (4 year old, pre-K, K through 2)
- Gifted & Talented

Personnel Ratios in full-time equivalents (FTE) from MEDMS modules:

- Teachers
- Educational Technicians
- Guidance/Counseling staff
- Librarian
- Media Assistant
- Health staff
- School Administrative staff
- School Clerical staff

Spending reported by school in each of the following categories:

- Personnel costs for each of the FTE categories above
- Per pupil rates for:
 - Substitute Teachers
 - Contracted Services
 - Supplies & Equipment
 - Professional Development
 - Instructional Leadership Support
 - Student Assessment
 - Technology Resources
 - Co-curricular & Extra-curricular
 - System Administration/Support
 - Maintenance & Operations of Plant
 - Vocational Education
 - Transportation
 - Debt Service (Principal & Interest), Approved Leases and Lease Purchases, and Insured Value Factor

5.7 Appendix G - State Accessibility Standards and Policies

Appendix G.1 - Computer Application Program Accessibility Standard

Approved by Information Services Managers' Group 12/10/97

Adopted by the Information Services Policy Board 1/13/98

INTRODUCTION

The purpose of this standard is to ensure that the needs of State employees and citizens of the State of Maine with disabilities are met through reasonable accommodation in the IT products and services of the state. IT products and services include data, voice, and video technologies.

1. Software

1.1 Keyboard Access

- 1.1.1 a program must provide keyboard access to all functions of the application. All actions required or available by the program must be available with keystrokes, i.e., keyboard equivalents for all mouse actions including, but not limited to, buttons, scroll windows, text entry fields and pop-up menus.
- 1.1.2 A program must have a keyboard control sequence among all program controls and focal points. (e.g. using the tab key to navigate among edit fields, text boxes, buttons, and all other controls).
- 1.1.3 the focus must follow the keystroke, that is, using the arrow keys to navigate through a list followed by pressing the ENTER key or spacebar to select the desired item.
- 1.1.4 the software shall not interfere with existing accessibility features built into the operating system, such as Sticky keys, Slow Keys and Repeat Keys.
- 1.1.5 Timed responses are not to be used unless the timing parameter can be adjusted by an individual user.
- 1.1.6 There shall be selectable visual and auditory indication of key status for all toggle keys. (i.e. visual and auditory status indicators for keys such as the Number Lock, Shift/Caps Lock, and Scroll Lock keys).

1.2 Icons

- 1.2.1 All icons shall have clear precise text labels included on the focus or provide a user-selected option of text-only buttons.
- 1.2.2 The use of icons shall be consistent throughout the application.
- 1.2.3 Pull-down menu equivalents must be provided for Icon functions (menu, tool and format bar).
- 1.2.4 There must be keyboard access to all pull-down menus.
- 1.2.5 For graphic text, system text drawing tools or other industry standard methods must be used so that screen reader software can interpret the image.

1.3 Sounds

- 1.3.1 A visual cue for all audio alerts must be provided.
- 1.3.2 The Sounds feature must be supported where built into the operating system.
- 1.3.3 The user must be allowed to disable or adjust sound volume.

1.4 Display

- 1.4.1 Color-coding is not to be used as the only means of conveying information or indicating an action. An alternative or parallel method that can be used by individuals who do not possess the ability to identify colors must always be provided.
- 1.4.2 The application must support user defined color settings system wide. Highlighting should also be viewable with inverted colors.
- 1.4.3 No patterned backgrounds behind text or important graphics are to be used.
- 1.4.4 User adjustment of, or user disabling of flashing, rotating or moving displays must be permitted to the extent that it does not interfere with the purpose of the application.

1.5 Field Labeling

- 1.5.1. Consistently position the descriptions or labels for data fields immediately next to the field.

1.6 Reports and Program Output

- 1.6.1 All reports and program output must be available in a format that is accessible by screen readers and other access systems.

2. Documentation

- 2.1 All documentation must be accessible through industry standard accessibility tools.
- 2.2 Accessibility features must be written and provided as part of documentation for the product.

3. Definitions

- 3.1 Focus: The "current point of action" as indicated by a visual indicator such as a carrot or focus rectangle.
- 3.2 Sticky keys: Sticky keys is a feature of Windows 95 and other operating systems that will allow keys such as the alt, control and shift to maintain their depressed state without being depressed. I.e. to execute a control (O with sticky keys the user would tap the control key then tap the o key).
- 3.3 Inverted colors: Inverted colors are the opposite of each other. For example, the inverse of black on white is white on black.

Appendix G.2 - Maine State Government Web Content Policy - March 13, 2001

PURPOSE

Maine State Government is committed to the Guiding Principles of Universal Access to Information (www.maine.gov - Maximizing Economic Potential-Information Access for Everyone.). This commitment is currently reflected in the existing Computer Applications Program Accessibility Standard, adopted in 1998. In view of recently enacted legislation, Title 5 MRSA~54, requiring forms to be available on the Internet, this document sets forth additional policy to insure the accessibility of Maine State Government web sites.

All citizens and employees, including those who have disabilities, have a right to access Maine's information resources and to that end Maine State Government's facilities, technologies, and services that are sources for information must be designed to provide universal access.

Compliance with the following set of standards will benefit not only our citizens with disabilities, but will also provide an additional benefit to those users who require keyboard access or use text-based browsers, low-end processors, slow modem connections and/or no multi-media capabilities on their computer. It also enhances access to Maine web sites by new technologies, such as Web TV, Internet phones and personal organizers with Internet connectivity.

POLICY

It shall be the policy of the State of Maine that information and services on Maine State Government web sites is designed to be accessible to people with disabilities.

It is the responsibility of the agency and its web page developers to become familiar with the guidelines for achieving these standards and to apply these standards in designing and creating any official State of Maine website.

STANDARD

The following shall comprise the standard as a means to provide optimal access to web sites and content. They are adopted from the World Wide Web Consortia (w3c) content guidelines of May 1999 and are adapted for Maine. (www.w3c.org/TR/WAI-CONTENT/checkpoint-list.htm)

In addition, each site shall contain a contact mechanism so those individuals who have trouble accessing any portion of the site can report the problem to the site's Webmaster or a designated individual.

General

1. Provide a text equivalent for every non-text element (e.g., via "alt", "longdesc", or in element content). This includes: images, graphical representations of text (including symbols), image map regions, animations (e.g., animated GIFs), applets and programmatic objects, ASCII art, frames, scripts, images used as list bullets, spacers, graphical buttons, sounds (played with or without user interaction), stand-alone audio files, audio tracks of video, and video. (1.1 checkpoint)
2. Ensure that all information conveyed with color is also available without color, for example from context or markup. (2.1 checkpoint)

3. Clearly identify changes in the natural language of a document's text and any text equivalents (e.g., captions). (4.1 checkpoint)
4. Organize documents so they may be read without style sheets. For example, when an HTML document is rendered without associated style sheets, it must still be possible to read the document. (6.1 checkpoint)
5. Ensure that equivalents for dynamic content are updated when the dynamic content changes. (6.2 checkpoint)
6. Until user agents allow users to control flickering, avoid causing the screen to flicker. (7.1 checkpoint)
7. Use the clearest and simplest language appropriate for a site's content. (14.1 checkpoint)
8. Use relative rather than absolute units in markup language attribute values and style sheet property values. (3.4 checkpoint)
9. Use header elements to convey document structure and use them according to specification. (3.5 checkpoint)

Images and image maps

1. Provide redundant text links for each active region of a server-side image map. (1.2 checkpoint)
2. Provide client-side image maps instead of server-side image maps except where the regions cannot be defined with an available geometric shape. (9.1 checkpoint)

Tables

1. For data tables, identify row and column headers. (5.1 checkpoint)
2. For data tables that have two or more logical levels of row or column headers, use markup to associate data cells and header cells. (5.2 checkpoint)
3. Do not use tables for layout unless the table makes sense when linearized. Otherwise if the table does not make sense, provide an alternative equivalent (which may be a linearized version.) (5.3 checkpoint)

Frames

1. Title each frame to facilitate frame identification and navigation. (12.1 checkpoint)

Applets and scripts

1. Ensure that pages are usable when scripts, applets, or other programmatic objects are turned off or not supported. If this is not possible, provide equivalent information on an alternative accessible page. (6.3 checkpoint)

Multimedia

1. Until user agents can automatically read aloud the text equivalent of a visual track, provide an auditory description of the important information of the visual track of a multimedia presentation. (1.3 checkpoint)

2. For any time-based multimedia presentation (e.g., a movie or animation), synchronize equivalent alternatives (e.g., captions or auditory descriptions of the visual track) with the presentation. (1.4 checkpoint)

If all else fails

1. If, after best efforts, you cannot create an accessible page, provide a link to an alternative page that uses W3C technologies, is accessible, has equivalent information (or functionality), and is updated as often as the inaccessible (original) page. (11.4 checkpoint)

Portable Document Format (PDF) on the Internet. This section of the standard refers specifically to document image files that are created using the Portable Document Format. PDF is specified here because it is so widely used. The standard is intended to apply to any document image file, however, regardless of its format.

PDF Documents

PDF is a commonly used format for making documents available over the Internet. Some PDF documents cannot be converted to speech output that is readable by assistive technologies, while other PDF documents cannot be converted to speech output accurately. In order to make information posted on State web sites usable by assistive technologies, the following requirements apply to the use of PDF documents:

- (1) Each new PDF document posted on a State web site after May 1, 2001 requires an equivalent version of the document also is posted in ASCII or HTML text format. A link to the alternate ASCII or HTML text version of the document shall be prominently displayed next to the link leading to the PDF document.
- (2) Each PDF document posted on a State web site prior to May 1, 2001 requires either:
 - a) an equivalent version of the document also be posted in ASCII or HTML text format and that a link to the alternate version of the document be prominently displayed next to the link leading to the PDF document file; or,
 - b) a text explanation of how an accessible version of the PDF document may be obtained be prominently displayed next to the link leading to the PDF document. At a minimum, the explanation shall identify a telephone number or an email address which can be contacted to request an accessible version of the document; the format(s) in which the accessible version of that document may be obtained (e.g., ASCII text file, HTML text file); and the maximum number of business days before the accessible version of the document will be sent to the requesting individual.

EXCEPTION: An exception to the requirements in (1) and (2) above shall be allowed in the following circumstance: those PDF documents that depict information that, by its very nature is graphical, such as maps, requirement to post an accessible version building plan drawings, and pictorial diagrams, are exempt from the. However, a brief text description of the general nature of the information contained in the PDF document shall be prominently displayed next to the link leading to the PDF document.

PDF Forms This section of the standard refers specifically to electronic forms that are created using the Portable Document Format. PDF is specified here because it is so widely used. The standard is intended to apply to any electronic form, however, regardless of its format.

Forms created as PDF files cannot be accurately converted to speech output that are usable by assistive technologies. In order to make forms posted on State web sites accessed by assistive technologies, the following requirements apply to the use of PDF forms:

Each form posted on a State web site as a PDF file requires an equivalent version of the form also be posted in a format that allows a person using speech output to access the form's field elements, information, and functionality required for completion and submission of the form, including all directions and cues. A link to the alternate form shall be prominently displayed next to the link leading to the PDF form.

EXCEPTION: An exception to the requirements shall be allowed in the following circumstance: If a PDF form is made available only to provide a means to distribute it electronically so that users can print it and fill it out by hand, then an accessible alternative is not required.

TIME FRAME for COMPLIANCE

1. All new web pages, new documents, and new forms posted or revised after May 1, 2001 shall comply with the standard.
2. For web sites posted before May 1, 2001 and any subsequent revisions or updates, the home page and first three levels shall comply with the standard no later than September 1, 2001 and all levels must comply with the standard no later than May 1, 2002.

WAIVERS

Any requests for waivers to the standard shall follow the current Policy on Administration of Standards.

NOTE: The Addendum below applies only to an application that is delivered via the Intranet. Applications delivered via the Internet are considered web content and are covered by the Standard.

Client/Server Applications on the State Government Intranet

Some client/server applications currently delivered via the State Government Intranet are not accessible according to the standards contained in this policy. While every effort should be made to comply with the standard, for any employee who needs to use a non-conforming application, it shall be ported to their desktop. Since the desktop version shall be accessible by virtue of its adherence to the Computer Applications Program Accessibility Standard adopted by the Information Services Policy Board in 1998, an employee will then have equivalent access and be able to do the work required.

It is imperative that full desktop installation documentation be available to support staff, upon request, for the duration of the application. To this end, an electronic version of the documentation, and any updates that occur within the life cycle of the application, shall be forwarded to the Accessibility Committee web site for storage within 30 calendar days of production installation. This electronic documentation shall be available to others who need and request it.

Time Frame for Compliance. Client/ Server Applications standard shall take effect May 1, 2001.

5.8 Appendix H – Standard Agreement

Page 1 of _____

Agreement No: _____

STATE OF MAINE
DEPARTMENT OF _____
Agreement to Purchase Services

THIS AGREEMENT, made this _____ day of _____, _____, is by and between the State of Maine, _____, hereinafter called “Department,” and _____, located at _____, telephone number _____, hereinafter called “Provider”, for the period of _____ to _____.

The Employer Identification Number of the Provider is _____

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider C – Exceptions to Rider B
- Rider G – Identification of Country in Which Contracted Work will be Performed

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in _____ original copies.

DEPARTMENT OF EDUCATION

By:

Susan A. Gendron, Commissioner

and

By:

Name and Title, Provider Representative

Total Agreement Amount: \$ _____

Approved: _____
Chair, State Purchases Review Committee

BP54 (Rev 6/04)

DRAFT

MFASIS ACCOUNT CODING

VENDOR CODE	DOC TOTAL	FND	AGY	ORG	SUB ORG	APPR	ACTIVITY	OBJ	SUB ORG	JOB NO.	REPT. CATG.
VENDOR CODE	DOC TOTAL	FND	AGY	ORG	SUB ORG	APPR	ACTIVITY	OBJ	SUB ORG	JOB NO.	REPT. CATG.
VENDOR CODE	DOC TOTAL	FND	AGY	ORG	SUB ORG	APPR	ACTIVITY	OBJ	SUB ORG	JOB NO.	REPT. CATG.
VENDOR CODE	DOC TOTAL	FND	AGY	ORG	SUB ORG	APPR	ACTIVITY	OBJ	SUB ORG	JOB NO.	REPT. CATG.
VENDOR CODE	DOC TOTAL	FND	AGY	ORG	SUB ORG	APPR	ACTIVITY	OBJ	SUB ORG	JOB NO.	REPT. CATG.
VENDOR CODE	DOC TOTAL	FND	AGY	ORG	SUB ORG	APPR	ACTIVITY	OBJ	SUB ORG	JOB NO.	REPT. CATG.



RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$ _____
2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: _____
Title: _____
Address: _____

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be

admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this

paragraph referred to as “claims”) resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as “person”) providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department’s negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C
EXCEPTIONS TO RIDER B

RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

- United States. Please identify state: _____**
- Other. Please identify country: _____**

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.