

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

THIS AMENDMENT to Professional Services Contract No. PC093DOE13 amended by PC067DOE15, (hereinafter "Amendment") made this 12th day of May 2016, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, DEPARTMENT OF PROPERTY AND PROCUREMENT, on behalf of the DEPARTMENT OF EDUCATION, 1834 Kongens Gade, St. Thomas, U.S. Virgin Islands 00802-6746 (hereinafter "Government") and Otis Educational Systems, Inc., 3845 Powder Springs Road, Suite 202 Power Springs, Georgia 30127 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Parties entered into a Contract for Professional Services, PC093DOE13 ("Contract"), executed June 5, 2013, wherein the Contractor performed services to develop a State Longitudinal Data System ("SLDS), referred to as the Virgin Islands Virtual Information System ("VIVIS") to capture a continuum of critical data such as early warning indicators and provide usable, timely, accurate data that is accessible to the Department and other agencies of the Government of the Virgin Islands ("GVI") in order to inform instruction and policy to improve educational standards so that students successfully matriculate through the Virgin Islands educational system and become productive citizens; and

WHEREAS, through PC67DOE15, the Parties excised its option to renew the Contract for one (1) year, on June 5, 2015 , for the Contractor to provide hosting and support services at a cost of **One Hundred Ninety-Eight Thousand, Four Hundred Dollars and Zero Cents (\$198,400.00)** in accordance with Paragraph 2, TERM, of the Contract; and

WHEREAS, the Early Childhood Advisory Council has determined that an Early Childhood Integrated Data System (ECIDS) is needed to aggregate early childhood data currently collected and stored by GVI agencies; and

WHEREAS, the ECIDS must be designed and engineered to be integrated into the state longitudinal data system, VISIS; and

WHEREAS, Otis Educational Systems is in sole possession of the technology and the only contractor capable of integrated data systems, such as ECIDS, into VISIS, the state longitudinal data system created by Contract PC093DOE13; and

WHEREAS, the Parties desire to extend the term of the Contract for the Contractor to continue technical assistance, hosting and support services and to establish an Early Childhood Integrated Data System: and

WHEREAS, the additional services shall require an increase in compensation of **One Million, Thirty Eight Thousand, Four Hundred Dollars and Zero Cents (1,038,400.00)** increasing the total

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Compensation of the Contract in an amount not to exceed **Two Million, Five Hundred Thirty-One Thousand, Six Hundred Ninety-Five Dollars and Zero Cents (2,531,695.00)**; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services; and

NOW, THEREFORE, the Parties agree that the Contract is amended as follows:

1. Paragraph 2 (TERM) of the Contract is amended to state the following:

“This Contract shall commence on June 5th, 2013 and shall terminate on terminate June 6, 2017. The Government shall have the option to renew the contract for one (1) additional one (1) year period, for hosting and support services, at a contract cost of **Two Hundred Thirty-Eight Thousand, Four Hundred Dollars and Zero cents (\$238,400.00)** per option, subject to the appropriation and availability of funds, and provided that the Government serve written notice of its decision to exercise said option prior to the expiration of the contract term”.

2. Paragraph 3 (Compensation) of the Contract is amended to state the following:

“The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), attached hereto, incorporated herein, and made a part of this Contract by reference, agrees to pay Contractor in an amount not to exceed **Two Million, Five Hundred Thirty-One Thousand, Six Hundred Ninety-Five Dollars and Zero Cents (2,531,695.00)** in accordance with the provisions set forth in Addendum II (Compensation) attached hereto, incorporated herein and made a part of this contract by reference.”

3. Paragraph 4 (Travel Expenses) of the Contract is amended to state the following:

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging, and other travel related expenses, while in travel status for trips which have been authorized in writing, in advance, by the Government. Theses total Costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an Addendum to this Contract, however, said costs and expenses shall not exceed **Forty-Four Thousand, Six Hundred Fifty Five Dollars and Zero Cents (\$44,655.00)**.

4. Paragraph 22 (Notice) of the Contract is amended to state the following:

“Any notice required to be given, by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:”

Initials: DOE *SMC* Contractor *R*

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GOVERNMENT: Randolph Bennett, Commissioner
DEPARTMENT OF PROPERTY & PROCUREMENT
Sub Base, Building No. 1
St. Thomas, Virgin Islands 00802

Sharon A. McCollum, PhD, Commissioner
DEPARTMENT OF EDUCATION
1834 Kongens Gade
St. Thomas, Virgin Islands 00802-6746

CONTRACTOR: Timothy H. Nall
Chief Operating Officer/Executive Vice President/Treasurer
3845 Powder Springs Road, Suite 202
Power Springs, Georgia 30127

5. ADDENDUM I, (Scope of Services) is amended to be added to the end to the Scope of Work: Year 4, technical assistance, hosting & support services: and, the creation of ECIDS and integration of ECIDS into VIVIS as follows:

“Early Childhood Integrated Data System

Work Management Elements: The Contractor shall provide four major functional elements of the ECIDS project which includes: (1) Project Management; (2) Information Technology; (3) Training; and, (4) Quality Assurance (including Work Review) as follows:

- I. **Project Management**: The Contractor has overall responsibility for coordinating with the Government’s Agencies and Stakeholders and shall provide senior management staff to oversee the daily activities of the OtisEd resources on the project. The Contractor shall provide support services through the Project Office. The Contractor’s Project Management processes shall include:
 - *Work Effort Integration*- a Project Schedule will be developed that establishes schedule constraints and identifies contractual and significant internal milestones. Intermediate schedules will be established that clearly show key project interfaces and the interdependencies of the work efforts. Engineering meetings will be conducted on a regular basis to provide visibility into work being performed and provide opportunities for discussion with and among the GVI Partners.
 - *Progress Reporting*- The Contractor shall keep the project team aware of the overall progress of the project, and shall include reporting on progress at the task level on a weekly basis and a progress report at the Work Breakdown Structure level on a monthly basis. Each report must be

submitted approximately 48 hours before a web conference meeting to discuss any questions and/or concerns that may arise.

- *Weekly Progress Reporting-* The Contractor will prepare and deliver to the ECIDS Project Office a weekly progress report for each task for which an open Work Authorization Form exists. A single report may be produced provided the information for each task is clearly identified. The report is to be delivered by noon on Fridays. The Weekly Progress Reports (example attached) will also be attached to the monthly invoicing with the time logs. The report shall identify:

- 1) Authorized work that was scheduled to be performed during the week.
- 2) Progress made against that authorized work presented as:
- 3) A textual description of progress,
- 4) A list of internal milestones attained,
- 5) An accounting of the hours billed against that task by an assessment of the estimated time (in hours) remaining to complete the activities. Authorized work that is scheduled to be performed during the next week, including any internal milestones expected to be reached, and
- 6) Authorized work that was not completed and a justification as to why the work was not completed
- 7) A brief description of any problems encountered in performing the activities or warnings of schedule slippage.

The monthly Reports will be prepared by the Contractor and the master project tracking system updated to reflect the progress.

- *Monthly Work Breakdown Structure (WBS) Level Progress Reporting-* The Contractor will prepare a WBS Level Progress Report for submission to GVI. This report will present the progress of WBS elements expressed as a percentage complete and an indication of whether the work is ahead of or behind schedule.
- *Review Practices-* the Contractor shall establish points of visibility to review its practices to reduce the risk of inappropriate work being done resulting in unplanned, costly rework.
- *Progress Review-* VIDE may request, on an on needed basis, an informal review of the project progress and shall involve discussions with the Project Manager (Team Leader) or the point of contact for contractual matters.
- *Contractor Issues Meetings-* the Project Director will meet with delegates of the project team as needed, to discuss issues of concern to either party. These meetings shall exist to facilitate the project and to remove any roadblocks to a successful completion.
- *Milestone Reviews-*A formal review will be conducted at key contractual milestones, to provide visibility into the direction of the project to all

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parties. Topics covered depend on the milestone but could include such items as:

- 1) Where we are in the overall project schedule,
- 2) An overview presentation of the key points contained in the project tasks that comprise that milestone,
- 3) A briefing on the quality of work achieved to date,
- 4) A briefing on the budget and schedule status with major variances clearly highlighted and plans for corrective action presented, and
- 5) A briefing on the current configuration status (baseline status, status of approved baseline change requests, etc.).

II. **Information Technology:** The Contractor shall work towards providing the solution for ECIDS by the completion of tasks, as needed and is responsible for;

- a) Analysis of the current technical environment,
- b) Analysis of business requirements relevant to the application architecture,
- c) Architecture definition,
- d) Application software requirements analysis, as needed,
- e) Application software development, as defined
- f) Application software testing,
- g) System level integration and testing,
- h) Software version control for OtisEd software.

III. **Training:** The Contractor shall be responsible for the coordination of training needs analysis; development of training strategies and plans; development or procurement of training courseware; and coordination of the training courses. The Contractor and the Government shall coordinate efforts to deliver the training utilizing the train-the trainer methodology in the following sessions:

- a) Master Person Index System (MPIS) Configuration and Administration
- b) ETL Status and Monitoring
- c) iMart Validate
- d) iMart Analytics
- e) End User Trainer (Train the Trainer)

IV. **Quality Assurance:** The Contractor shall provide the project discipline functions through the Quality Assurance organization which includes:

- a) Providing quality assurance and quality contract services,
- b) Providing issues management services.

Work Review for ECIDS Tasks: *Note: The ECIDS implementation and integration efforts are under Monthly Time and Materials billing methodology (see Invoices and Payments). The Work Review is to verify that the progress of the project is following the intent of this Amendment.* The Work Review shall include the following:

- Work Review- the Contractor shall review all tasks in Table 1 for adherence to project requirements. The work efforts will identify any significant deficiencies that would preclude the acceptance of tasks potentially not following the intent of Table 1. Any deficiencies found will be provided to the Contractor's Project Manager. Each identified deficiency must be addressed to satisfaction in writing to the Project Director within ten business (10) days. If Project Director is not satisfied with Contractor remedy, the Government will place a hold on all future work.
- Invoices and Payments-Invoices for the ECIDS implementation and integration will be submitted **monthly** on time and materials basis, with time logs included in the invoice package. These time logs will include resource name, dates of service, hours and task name on which services was performed. The "proof of service" will be as follows:
 - Tasks in progress: For tasks in progress, the proof of service will be the Monthly Time Log and the Weekly Progress Reports.
 - Completed Tasks: For tasks completed during the invoice month, in addition to the Monthly Time Log and the Weekly Progress Reports, any documentation or screenshot of the task, if applicable, will be provided.
- A Budget to Actuals summary for ECIDS tasks estimate will be provided with each monthly invoice.
- In the event that onsite travel costs are incurred, receipts for hotel, rental car, airfare, parking and rental car gas will be submitted in the invoice package submitted for payment. A daily per diem for Meals and Incidentals not to include alcohol will be billed according to the rate established by the US Virgin Islands Government policy.
- Invoice payment terms for ECIDS Invoices are 30 days.

ECIDS Contract Tasks Chart: The Contractor shall provide the following tasks at the hourly rates specified below in Table 1 for the Early Childhood Integrated Data System (ECIDS) project:

Table 1:

iMart Analytics (MicroStrategy) - Hosted, Annual renewal required. First Term is from installation date to end of 12 months.	\$ 38,250.00
iMart Analytics Web Professional, Quantity 2 (with Mobile) Annual renewal required. First Term is from installation date to end of 12 months.	\$ 3,000.00
iMart Analytics Software Install. & Config. 200 hrs @ \$160/hr.	\$ 32,000.00
MPIS Configuration and Testing 260 hrs @ \$160/hr.	\$ 41,600.00
<i>MPIS Configuration and Testing (matching and assigning a unique ID to tract student longitudinally)</i>	
<i>MPIS Configuration for a territory wide unique ID</i>	
<i>MPIS & VIVIS No-PII Data Presentation</i>	
Data Warehouse Architect 439.5 hrs. @ \$180 per hr.	\$ 79,110.00
<i>Architectural design changes to accommodate the Early Childhood into the VIVIS environment</i>	
Business Analyst 214 hrs. @\$155.00 per hour	\$ 33,170.00
<i>Requirements clarification, gathering and clarification of the Early Childhood data</i>	
<i>Data harvesting and data discovery to inform the data modeling process</i>	
Data Modeler 460 hrs @ \$165 per hr.	\$ 75,900.00
<i>Data Model (Custom Early Childhood data model, integrated with the current VIVIS data model to support longitudinal analysis. Based on the CEDS v5 Standards).</i>	
Project Manager 396 hrs. @ \$155 per hr.	\$ 61,380.00
<i>Project Manager (Oversee OtisEd resources, and coordinate with GVI</i>	
<i>Project Manager (Oversee resources on the project)</i>	
<i>Data Governance, Steering Committee & Executive Council Support</i>	
<i>iMart Synergy Data Dictionary (support and document the metadata)</i>	
<i>Contractor must coordinate with system vendors</i>	
DataPump Setup 40 hrs @\$155/hr	\$ 6,200.00
ETL-Assessments 51 Instances of Exams (17 Types of Exams with 3 Iterations each) 150 hrs @\$120/hr	\$ 18,000.00
<i>Assessment Load LAP-3</i>	
<i>Assessment Load Grow LAP-3</i>	
<i>Assessment Load COR Formative Assessments</i>	
<i>Assessment Load Read-E-Set</i>	
<i>Assessment Load PreK (ages 3-4) LAP-3 Battelle, Bracken, Social History, Adaptive Behavior Scales, GARS-Autism Rating Scale</i>	
<i>Assessment Load K-3 (ages 5-8) Wexler Intelligence Scale for Children (WISC), Woodcock Johnson, UNIT-Universal Nonverbal Intelligence, Social History, Behavior Assessment System for Children (BASC)</i>	
<i>Assessment Load Early Learning Accomplishment Profile (ELAP)</i>	
<i>Assessment Load Hawaii Early Learning Profile (HEL)</i>	
<i>Assessment Load The Rossetti (language assessment)</i>	
<i>Assessment Load Smarter Balanced Assessments (To be defined)</i>	
<i>Assessment Load National Center State Collaborative (NCSC) -Alternate Assessment</i>	
<i>Assessment Load ASQ/ASQ-3 screening assessments</i>	
<i>Assessment Load ELAP</i>	
<i>Assessment Load HELP</i>	
<i>Assessment Load Child Outcomes Summary Form</i>	

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ETL The Early Head Start (EHS Program (136 fields)	
ETL Head Start (HS) Program (247 Fields)	
ETL Office of Child Care and Regulatory Services, (OCCRS) 248 Fields for INQUIRE)	
ETL Early Childhood Special Education (68) Fields)	
ETL The Infants and Toddlers/Early Intervention Program (347 Fields)	
ETL Office of Vital Records and Statistics (VRS) (66 Fields)	
Portal-Integration 225 hrs @\$155/hr	\$ 34,875.00
Reporting (Limited to 10 new iMart Reports (SSRS or MSTR), 2 MSTR Dashboards with metrics based on the effort of developing 4 SSRS reports, MSTR reporting compatible on Smartphones and Tablets), and a Tablet/Smartphone Data Collection App via MSTR within time allocated 411 hrs@\$200/hr	\$ 82,200.00
Report Development (using SSRS or MSTR)	
Dashboard Development (using SSRS or MSTR)	
Mobile Reporting (Tablet and Smartphone Platform using MSTR)	
Migrate to solution where data is captured electronically at source and populates CAP 60 by using a tablet to collect assessment data.	
iMart Documentation 270 hrs @\$160/hr	\$ 43,200.00
Technical Trainer (ETL, DVR) Onsite Travel Separately billed	\$ 62,460.00
Preparation and Delivery of Technical Knowledge Transfer (Actual Training Session-1:4-hours) -MPIS Configuration and Administration \$12,000.00	
Preparation and Delivery of Technical Knowledge Transfer (Actual Training Session-2:4-hours) -ETL Status and Monitoring \$12,000.00	
Preparation and Delivery of iMart Validate (Actual Training Session-3:3-Hours)-Implementing, Configuring and Modifying the Validation Rules \$10,460.00	
Preparation and Delivery of iMart Analytics Training (Actual Training 3-days, 10 people) \$28,000.00	
End User Trainer (Train-the-Trainer) 100 hrs @\$200/hr, onsite travel separately billed	\$ 20,000.00
Modify the VIVIS User Training Plan to incorporate the Early Childhood program staff	
Preparation and Delivery of User Training (Actual Training On-Site, 2-Sessions, 4-Hours each)	
Preparation and Delivery of Data Coaches Training (Actual Training On-Site, 1-Session, 3-Hours)	
YEAR 4 Technical Assistance and Hosting and Support Services (VIVIS and ECIDS)	\$ 238,400.00
PROJECT TOTAL (Licenses and Services)	
TRAVEL (limited on-site)	\$ 44,655.00

*The budgets associated with each category and/or resources are estimated for the accomplishment of tasks listed, and should not be considered to be a "not to exceed" task amount for completion. This is not a deliverable based Amendment, so time will be invoiced as hours expended to accomplish tasks, without any guarantee of task completion. The Contractor and project Director may reallocate dollar amounts between Services line item estimates as work progresses without contract amendment.

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Amends Contract No. PC067DOE15
Amended by Contract No. PC093DOE13

6. ADDENDUM II (Compensation) of the Contract is deleted in its entirety and replaced by the attached AMENDMENT TO ADDENDUM II (Compensation) outlining the compensation to be paid Contractor for the services described in ADDENDUM I (Scope of Work), in the amount not to exceed **Two Million, Five Hundred Thirty One Thousand, Six Hundred Ninety-Five Dollars and Zero Cents (2,531,695.00)**.
7. This Amendment to the Contract is subject to the approval of the Governor of the Virgin Islands and the appropriation and availability of funds.
8. Except as expressly amended herein, all other terms and conditions of the Contract remain in full force and effect.

[Signatures on the next page]

Initials: DOE SMC Contractor TRW

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Amends Contract No. PC067DOE15
Amended by Contract No. PC093DOE13

IN WITNESS WHEREOF, the parties intending to be legally bound have hereunto set their hands on the day and year first above written.

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

[Signature]

Sharon Ann McCollum 4-7-16
Sharon A. McCollum, PhD Date
Commissioner
DEPARTMENT OF EDUCATION

[Signature]

[Signature] 4/27/16
Randolph Bennett Date
Commissioner
DEPARTMENT OF PROPERTY AND PROCUREMENT

Otis Educational Systems, Inc.

[Signature]

[Signature] 4/15/16
Timothy H. Nall Date
Chief Operating Officer/Executive Vice President/Treasurer

APPROVED:

[Signature]
KENNETH E. MAPP
GOVERNOR OF THE VIRGIN ISLANDS

05-12-16
Date

APPROVED FOR LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE:

[Signature]

4/26/2016
Date

Account Code No. _____

Purchase Order No. _____

Initials: DOE [Signature] Contractor [Signature]

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Amends Contract No. PC067DOE15
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