



STATE OF ARKANSAS

OFFICE OF STATE PROCUREMENT

1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

FINAL - REQUEST FOR PROPOSAL BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	SP-19-0058	Solicitation Issued:	06/03/2019
Description:	K-12 Electronic Transcript System		
Agency:	Arkansas Department of Education		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Opening Date:	07/12/2019	Proposal Opening Time:	2:00 p.m., Central Time
<p>Deliver proposal submissions for this Request for Proposal to the Office of State Procurement on or before the designated proposal opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit proposals at the designated location on or before the proposal opening date and time. Proposals received after the designated opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Office of State Procurement 1509 West 7th Street, Room 300 Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Proposal's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes.</p> <ul style="list-style-type: none">• Solicitation number• Date and time of proposal opening• Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Shane Phillips	Buyer's Direct Phone Number:	501-324-9322
Email Address:	Jordan.Phillips@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not provide responses to items in this section unless specifically and expressly required.**

1.1 PURPOSE

The Office of State Procurement (OSP) issues this Request for Proposal (RFP) on behalf of Arkansas Department of Education to obtain proposals and a contract for the purchase and implementation of a K-12 Electronic Transcript System. The System **must** allow for the access, retention, and maintenance of the official electronic transcript for every student (active or inactive) who has enrolled in an Arkansas Public School. The proposed System **must** go-live no later than July 1st, 2020.

1.2 TYPE OF CONTRACT

- A. As a result of this RFP, OSP intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is 10/01/2019, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.3 ISSUING AGENCY

OSP, as the issuing office, is the sole point of contact throughout this solicitation process.

1.4 PROPOSAL OPENING LOCATION

Proposals will be opened at the following location:

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222

1.5 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this RFP to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's proposal will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFP.

1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a proposal in response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Request for Proposal", "RFP," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.

- G. "Proposal Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a proposal response. These requirements will be distinguished by using the term "shall" or "must" in the requirement.
- H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- I. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.
- J. "User" means any person authorized to access the State's Electronic Transcript System.
- K. "System" means the Electronic Transcript System proposed by the Prospective Contractor in its proposal.

1.7 **RESPONSE DOCUMENTS**

A. Original Technical Proposal Packet

1. The following items are Proposal Submission Requirements and **must** be submitted in the original *Technical Proposal Packet*.
 - a. Original signed *Proposal Signature Page*. (See *Technical Proposal Packet*.)
 - b. One (1) original hard copy of the proposal response which includes:
 - i. Technical Proposal response to the Information for Evaluation section included in the *Technical Proposal Packet*. Proposal response **must** be in the English language.
 - ii. Response to the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents
 - The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". A Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
2. The following items should be submitted in the original *Technical Proposal Packet*.
 - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*, #27. *Disclosure*.)
 - b. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. *Voluntary Product Accessibility Template* (VPAT). (See *Technology Access*.)
 - d. Proposed Subcontractors Form. (See Subcontractors.)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Additional Copies and Redacted Copy of the Technical Proposal Packet and Official Bid Price Sheet

In addition to the original *Technical Proposal Packet* and the *Official Bid Price Sheet*, the following items should be submitted:

1. Additional Copies of the *Technical Proposal Packet*
 - a. Three (3) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
 - b. Four (4) electronic copies of the *Technical Proposal Packet*, preferably on flash drives and in PDF format. Do not send electronic copies via email or fax.

- c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
- d. If OSP requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.

2. Additional Copies of the Official Bid Price Sheet

- a. Prospective Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive and in PDF format. Do not send electronic copies via email or fax.
 - i. *The Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
3. One (1) redacted (marked "REDACTED") copy the original *Technical Proposal Packet*, preferably on a flash drive and in PDF format. Do not send electronic copies via email or fax. (See *Proprietary Information*.)

1.8 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that Prospective Contractors adhere to the following format and suggestions when preparing their Technical Proposal response.
- B. The original *Technical Proposal Packet* and all copies should be arranged in the following order.
 - *Proposal Signature Page*.
 - *Proposed Subcontractors Form*.
 - Signed Addenda, if applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form*.
 - *Equal Opportunity Policy*.
 - *Voluntary Product Accessibility Template (VPAT)*.
 - Technical Proposal response to the *Information for Evaluation* section of the *Technical Proposal Packet*.

1.9 CLARIFICATION OF BID SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 2:00 p.m., Central Time on or before 06/24/2019 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
 1. The Prospective Contractor **shall** submit questions using Response Template O-1 Written Questions. The questions **must** be submitted in the original file format "Microsoft Excel" as denoted in Template O-1.
 2. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 3. Prospective Contractors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on 06/28/2019. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the proposal opening.

- D. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.10 **PROPOSAL SIGNATURE PAGE**

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.
- B. Prospective Contractor's signature on this page signifies Prospective Contractor's agreement to and compliance with all Requirements of this RFP, and that any exception that conflicts with a Requirement or Proposal Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's proposal to be rejected.

1.11 **SUBCONTRACTORS**

- A. Prospective Contractor should complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet*.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the *Information for Evaluation* section provided in the *Technical Proposal Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency.

1.12 **PRICING**

- A. Prospective Contractor(s) **shall** include all pricing on the Official Bid Price Sheet(s) only. If any cost is not included by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Bid Price Sheet* is provided as a separate excel file posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for 90 days following the proposal opening.
- C. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". DO NOT submit any ancillary information not related to actual pricing on the Official Bid Price sheet or in the sealed pricing package.

1.13 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A single Prospective Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.14 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of this proposal, the Prospective Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - The prices in the proposal have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion warrants consideration of this proposal by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.15 **PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).

- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.16 CAUTION TO PROSPECTIVE CONTRACTORS

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the OSP buyer.
- B. Do not alter any language in any solicitation document provided by the State.
- C. Do not alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. As requested, provide clarification regarding Prospective Contractor's proposal response to OSP.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- H. Prospective Contractors may submit multiple proposals.

1.17 REQUIREMENT OF ADDENDUM

- A. Only an addendum written and authorized by OSP will modify this *Bid Solicitation*.

- B. An addendum posted within three (3) calendar days prior to the proposal opening may extend the opening date and time and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to proposal opening.

1.18 **AWARD PROCESS**

A. Successful Contractor Selection

The Grand Total Score for each Prospective Contractor, which is the sum of the Technical Score and Cost Score, will be used to determine the ranking of proposals. The State may move forward to negotiations with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

B. Negotiations

1. If the State so chooses, negotiations may be conducted with the highest ranking Prospective Contractors. Negotiations are conducted at the sole discretion of the State.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next highest ranking Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.
3. OSP may waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* is subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for the solicitation and award of any resulting contract.

1.19 **INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS**

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

1.20 **MINORITY AND WOMEN-OWNED BUSINESS POLICY**

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veteran as designated by the United States Department of Veteran Affairs

- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Proposal Signature Page*.

1.21 **EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.
- C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.22 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.23 **RESTRICTION OF BOYCOTT OF ISRAEL**

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Proposal Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.24 **PAST PERFORMANCE**

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible". Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.

1.25 **TECHNOLOGY ACCESS**

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22,

that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
 6. Integrating into networks used to share communications among employees, program participants, and the public.
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.26 **COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM**

The Prospective Contractor's solution **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.27 **VISA ACCEPTANCE**

- A. Awarded Contractor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.28 **PUBLICITY**

- A. Do not discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.

B. Failure to comply with this Requirement may be cause for a Prospective Contractor's proposal to be rejected.

1.29 RESERVATION

The State will not pay costs incurred in the preparation of a proposal.

SECTION 2 – REQUIREMENTS

- **Do not provide responses to items in this section unless specifically and expressly required.**

2.1 INTRODUCTION

The Office of State Procurement (OSP) issues this Request for Proposal (RFP) on behalf of Arkansas Department of Education to obtain proposals and a contract for implementation of an online K-12 Electronic Transcript System. The System **must** allow for the access, retention, and maintenance of the official electronic transcript for every student (active or inactive) who has enrolled in an Arkansas Public School. The proposed System **must** go-live no later than July 1st, 2020.

2.2 BACKGROUND

A. Schools

The Arkansas public school system is currently made up of approximately 238 districts, 25 open enrollment charter schools, 1053 public schools, and 479,258 students.

B. Current System

ADE currently utilizes Triand for its Electronic Transcript System. Triand interfaces with the State's student and financial management systems, eSchoolPLUS and eFinancePLUS, (transactional systems from PowerSchool/Sungard) for the transmittal of student information. Each school district has Student Management System (SMS) and Financial Management System (FMS) database. Approximately 1.6 million transcripts are sent via Triand on a monthly basis.

2.3 MINIMUM CONTRATOR QUALIFICATIONS

- A. The Prospective Contractor **shall** have at least three (3) years of experience in providing K-12 Online Electronic Transcript Systems of a similar size and scope described in this RFP.
- B. The Prospective Contractor's proposed System **must** be currently in use by and have been implemented in the last five (5) years by at least one (1) public entity for a project of similar size and scope as described in this RFP.

2.4 HOSTING

- A. Prospective Contractors **shall** propose a Contractor Hosted System. Contractors proposing a Software as a Service (SaaS) System will be considered under the Contractor Hosted model.
- B. All servers and data associated with the Arkansas instance of the Contractor Hosted Solution **must** reside in the continental United States.
- C. The State prefers the proposed System be hosted on a private cloud or a virtual private cloud. For the purposes of this RFP, a private cloud is either a single-tenant environment where the hardware, storage, and network are dedicated to the State; or a virtual private cloud, a multi-tenant environment with network isolation and private subnets. Contractors may propose other types of cloud in their proposal, but preferential scoring will be given for private or virtual private cloud.
- D. Contractor **shall** perform all work on the proposed system from within the continental United States of America. The System **must not** be accessed from outside of the U.S.
- E. The Contractor **shall** be responsible for the acquisition and operation of all hardware, software, and network support related to the hosting services being provided.
- F. The Contractor **shall** develop and implement the System and all dependent hosted hardware in such a manner that allows for direct network communications with the Contractor's system and the exchange of data via approved industry standard protocols for interfacing with other State of Arkansas systems as deemed necessary.
- G. The Contractor **shall** provision all environments including, at minimum, the following:
 - Development
 - Testing

- Production

H. The Contractor **shall** keep all hosting related software current and up to date.

1. The Contractor **shall** notify the State of all software and security upgrades within three (3) business days of upgrade availability. The Contractor **shall** provide all software and security upgrades at no additional cost to the State.
2. The Contractor **shall** provide ADE's designee with a proposed implementation plan for approval with implementation timelines for all software and security upgrades within seven (7) business days of upgrade availability.

I. Optional State Hosting (Not Scored)

ADE is interested in the possibility of hosting the State's System on site in Little Rock, Arkansas at a Department of Information Systems facility. Contractors may include as part of their proposal an optional scenario for a State Hosted Solution. At time of award, ADE may choose to pursue with the top ranked Contractor the proposed hosting method deemed to be most advantageous to the State. Contractors are not required to provide a proposal for Optional State Hosting in order to respond to this RFP. Proposals for Optional State Hosting **must** include at minimum:

1. The number of required web servers and recommended minimum specifications.
2. The number of required application servers and recommended minimum specifications.
3. The number of required SQL database servers and recommended minimum specifications.
4. Recommended load balancing (if any).
5. Virtualization type: VMware vs. Hyper-V. ADE has a preference for VMware.

2.5 SYSTEM ACCESS

- A. The Contractor **shall** provide user access to the System through a secure, web-based portal.
- B. The System **must** provide a user-friendly administrative interface with automated workflows for common functions (e.g. Transcripts, Assessments, Reports, etc.)
- C. The System **must** be browser and operating system neutral for all user types.
- D. The System **must** function accurately on common modern browsers including, but not limited to, Internet Explorer, Chrome, Firefox, and Safari.
- E. The System **must not** require additional browser plug-ins, add-ons, or helper applications.
- F. The System **must** be accessible and function normally from mobile devices such as tablets, smartphones, and chrome books. This **must** include, but is not limited to, iPhones, iPads, and Android based phones and tablets.
- G. End User authentication for K-12 public school employees **must** utilize APSCN, ADE's Active Directory. The Contractor **shall** provide and maintain the necessary API between the proposed System and APSCN. Additional information on APSCN can be found at <https://apscn.org/>.
- H. End User authentication for ADE employees **must** utilize ark.gov.net. The Contractor **shall** provide and maintain the necessary API between the proposed System and ark.gov.net.
- I. The System **must** require the use of a School or State issued email address as an individual's username for accessing the System.
- J. The Contractor **shall** provide user management functionality based on industry best practices that includes, at minimum:

1. Processes for user authentication, access management, role-based security architecture, security rules and restrictions, and a single sign-on.
2. The capability to import Users and profiles, verify electronic mailing addresses, enforce utilization of a strong password, capacity for user to change their password at any time, and the capability to retrieve forgotten username and/or password information.

2.6 **STUDENT & TEACHER IDENTIFICATION NUMBERS**

- A. The System **must** be capable of generating a unique 10-16-character identification number for all K-12 public education students and teachers without the use of Social Security Numbers.
- B. The System **must** be compatible with the State's existing ten-digit identification numbers (e.g. 9876543210).
- C. The System **must** be capable of pushing newly generated identification numbers back to the State's Student and Financial Management systems (See Section 2.2).
- D. The System **must** automatically resolve duplicate records and combine information when appropriate.
- E. The System **must** provide a process by which ADE designated Users can review the System's automatic resolution of duplicate records for accuracy and undo the change if it is deemed to be inaccurate.

2.7 **SYSTEM REQUIREMENTS**

- A. The System **must** provide access, retention and maintenance for the official electronic transcript of every student (active and inactive) who has enrolled in an Arkansas public school beginning with academic year 2006-2007.
- B. The System **must** provide a seamless process for viewing, requesting, and transferring student records from one school to another upon enrollment/withdrawal. This **must** include a process by which the school receiving the request approves the transfer of student records to the requesting entity.
- C. The System **must** be capable of sending an Electronic Transcript in a variety of formats, including but not limited to:
 - XML
 - EDI
 - JSON
 - HTML
- D. The System **must not** charge Users a fee for the sending/receiving of an Electronic Transcript.
- E. The System **must** provide accurate school enrollment and withdrawal history for each student.
- F. The System **must** provide an accurate course enrollment and withdrawal history for each student.
- G. The System **must** be capable of writing back to eSchoolPLUS the entire system of record compassing the course, teacher, and the students enrolled in the course in the form of a master schedule.
- H. Student information **must**, at minimum, be refreshed nightly from eSchoolPLUS and eFinancePLUS. The nightly extract consists of approximately 52 million data records with 732 million data elements pulled from approximately 600 existing ADE database instances (one for each school district).
- I. Nightly migrations from eSchoolPLUS and eFinancePLUS **must** be logged and reported.
- J. The System **must** have the ability to link student transcripts to other ADE systems via an API, including but not limited to Arkansas Student Intervention System, studentGPS, and ADE Ed-Fi. The Contractor **shall** provide and maintain the necessary API between the proposed System other ADE systems.
- K. The System **must** allow for the transfer of student records to Institutions of Higher Education via an electronic data exchange utilizing the National Student Clearinghouse's Standardization of Postsecondary Education

Electronic Data Exchange (SPEEDE) server. Additional information on SPEEDE can be found at:
<https://speedeserver.org/>.

2.8 **ELECTRONIC TRANSCRIPT REQUIREMENTS**

The Contractor **shall** provide a System that captures and displays, at minimum, the information outlined in this Section of the RFP as part of the Electronic Transcript for each student.

A. Student Demographics

The System **must** capture and display accurate demographic information for each student, including but not limited to:

- | | |
|---|----------------------------------|
| 1. Student's First, Middle, and Last name | 16. Number in Class |
| 2. Twin Status | 17. Graduation Date |
| 3. Grade Level | 18. Rank |
| 4. District Name | 19. Ranking Date |
| 5. School Name | 20. Quartile |
| 6. Local ID | 21. Graduation Plan |
| 7. State ID | 22. GPA |
| 8. National ID | 23. Core |
| 9. Social Security Number | 24. Credits |
| 10. Date of Birth | 25. Promoted |
| 11. Gender | 26. Personal Finance Requirement |
| 12. Ethnicity | 27. Civics Requirement |
| 13. Birth Place | 28. Digital Learning Requirement |
| 14. Primary/Homeroom | 29. Coding Block Requirement |
| 15. Certificate Date | |

B. Parent/Guardian Contact Information

The System **must** capture and display Parent/Guardian Contact Information for each student, including, but not limited to:

1. Parent/Guardian Name(s)
2. Home Address
3. Telephone Number(s)
4. Email Address

C. Parent/Guardian Contact Log

1. The System **must** include functionality by which School and District level Users can keep track of and make notes on any contact that takes place between the School or District and a student's parent/guardian.

2. Only the User who entered a record into the Parent/Guardian Contact Log **shall** have the ability to remove that record.
3. Users **shall** have the ability to designate a Parent/Guardian Contact as “Public” or “Private”. Only those designated “Public” **shall** be viewable by transcript recipients.

D. Current Schedule

1. The System **must** display the current schedule for the student for the current academic year.

E. Report Card History

1. The System **must** provide a detailed Report Card History for each student including, but not limited to:

a. Academic year in which a course was taken	f. Course title
b. The name of the school course was taken at	g. Term
c. Grade level	h. Mark
d. Subject name	i. Attendance
e. Course code	j. Credit

F. Smart Core Status

1. The System **must** track and display the student’s progress towards meeting the State’s Smart Core (See Section 2.10.A. for additional information) graduation requirements. This **must** include, at minimum:
 - a. Credits Possible for each required course
 - b. Actual Credits Earned for each required course

G. Career and Technical Education (CTE) Completer Status

1. The System **must** track and display the Student’s progress towards meeting the State’s CTE Completer graduation requirements. (See Section 2.10.B. for additional information) This **must** include at minimum:
 - a. Credits Possible for each required course
 - b. Actual Credits Earned for each required course

H. State Assessment Results

1. The System **must** provide the student with a detailed history of results for all required State Assessment and College entrance exams. See Section 2.11 for additional information.

I. Interim Assessment Results

1. Interim Assessments are conducted approximately thirty (30) times throughout the academic year. The final summative Interim Assessment of the year for grades 3-10 is the ACT Aspire. See Section 2.11.A. for additional information on State Assessment vendors.
2. The System **must** provide the Student with a detailed history of results on all required Interim Assessments.

J. Programs

1. The System **must** track and display a student's enrollment or status in various programs, including, but not limited to:
 - a. At Risk
 - b. Bilingual
 - c. Career and Technology
 - d. Gifted and Talented
 - e. Special Education
 - f. Homeless Type
 - g. Homeless Status
 - h. Minority Student Language
 - i. English Learner
 - j. English Learner Entry Date
 - k. English Learner Exit Date
 - l. English Learner Waiver Date
 - m. Monitored Former English Learner
 - n. Title I
 - o. Migrant
 - p. ALE
 - q. Section 504 Plan
 - r. Military Dependent
 - s. Foster Child
 - t. Dyslexia Intervention
 - u. Exceptional Student Identification
 - v. Exceptional Student Identification Assigned Grade
 - w. Economic Disadvantaged
 - x. Meal Status
 - y. Native Language
 - z. Educational Placement
 - aa. Residency
 - bb. Alternate Portfolio

K. Transcript Request History

1. The System **must** provide a detailed history of all transcript requests for each student, including but not limited to the Requestor and the status of the request.

L. Class Enrollment and Withdrawal History

1. The System **must** provide an enrollment and withdrawal history for individual classes for each student.

M. School Enrollment and Withdrawal History

1. The System **must** provide an enrollment and withdrawal history by school for each student.

2.9 USER ROLES AND ACCESS

- A. The System **must** authenticate and assign the appropriate level of access to Users based on the appropriate User Roles. Contractor **shall**, at minimum, provide the User Roles and Access levels outlined in this section.

B. STUDENTS/PARENTS

Students and/or the Parent or Guardian of a minor Student **shall** be able to perform the following functionality:

1. View Student Transcripts- Students and/or the Parent or Guardian of a minor Student **shall** be able to view the following information for the student:
 - a. Report Card History
 - b. Smart Core Report
 - c. CTE Report

- d. Basic Demographic Information
- e. Current Schedule
- f. State Assessments
- g. Transcript Requests
- h. Enrollment/Withdrawals

2. Send Transcripts- Students/Parents or Guardians **shall** have the ability to send the student's transcript to an Institution of Higher Education.

C. TEACHERS

Teachers **shall** have access to the following information/functionality when accessing the System:

1. State Assessments- Teachers **shall** be able to search for and view the results of all State Assessments for students they are currently teaching.
2. Student Search- Teachers **shall** have the ability to search for students currently enrolled in their school.
3. Master Schedules- Teachers **shall** have the ability to search and view teacher and student schedules for their schools.
4. Student Transcripts- Teachers **shall** have the ability to view Student Transcripts for students enrolled in their class. Teachers **shall** be able to view the following information:
 - a. Report Card History
 - b. Smart Core Report
 - c. CTE Report
 - d. Basic Demographic Information
 - e. Current Schedule
 - f. State Assessments
 - g. Transcript Requests
 - h. Enrollment/Withdrawals
 - i. Guardian Information
 - j. Guardian Communications
 - k. Interim Assessments
 - l. Completion Status
 - m. Programs

D. SCHOOL COUNSELORS/DISTRICT REGISTRARS

School Counselors/Registrars **shall** be able to perform the following functionality:

1. Search and View State Assessments- Counselors/Registrars **shall** be able to search and view all State Assessment results for their District, School and individual students who were assessed at their school or district, and for students who are currently enrolled in their district.
2. Student Search- Counselors/Registrars **shall** be able to search for students by school, district, and State.
3. Search Master Schedules- Counselors/Registrars **shall** be able to search and view teacher and student schedules for their school.
4. View Student Transcripts- Counselors/Registrars **shall** be able to view Student Transcripts for students enrolled in their district, including the following information:
 - a. Report Card History
 - b. Smart Core Report
 - c. CTE Report
 - d. Basic Demographic Information
 - e. Current Schedule
 - f. State Assessments
 - g. Transcript Requests
 - h. Enrollment/Withdrawals

- i. Guardian Information
- j. Guardian Communications
- k. Interim Assessments
- l. Completion Status
- m. Programs

E. SCHOOL ADMINISTRATORS

School Administrators **shall** be able to perform the following functionality:

1. Search and View State Assessments- School Administrators **shall** be able to search and view all State Assessment results for their school, district, and individual students who were assessed at or who are currently enrolled in their school or district.
2. Assign User Permissions- School Administrators **shall** be able to view and manage User permissions for Users assigned to their school, including parents, students, teachers, principals, counselors, etc.
3. Student Search- School Administrators **shall** be able to search for students by School, District, and State.
4. Search Master Schedules- School Administrators **shall** be able to search and view teacher and student schedules for their school.
5. Email Alerts- School Administrators **shall** have the ability to receive Transcripts notifications via an e-mail.
6. View Student Transcripts- School Administrators **shall** be able to view Student Transcripts for students currently enrolled in their school or district, including the following information:
 - a. Report Card History
 - b. Smart Core Report
 - c. CTE Report
 - d. Basic Demographic Information
 - e. Current Schedule
 - f. State Assessments
 - g. Transcript Requests
 - h. Enrollment/Withdrawals
 - i. Guardian Information
 - j. Guardian Communications
 - k. Interim Assessments
 - l. Completion Status
 - m. Programs

F. DISTRICT ADMINISTRATORS

District Administrators **shall** be able to perform the following functionality:

1. Search and View State Assessments- District Administrators **shall** be able to search and view all State Assessment results for students who were assessed at or who are currently enrolled in their district.
2. Assign User Permissions- District Administrators **shall** be able to view and manage permissions for Users in their assigned district, including parents, students, teachers, principals, counselors, etc.
3. Student Search- District Administrators **shall** be able to search for students by District and by State.
4. Search Master Schedules- District Administrators **shall** be able to search and view master schedules for teachers and students in their District.
5. Email Alerts- District Administrators **shall** have the ability to receive Transcripts notifications via an e-mail.
6. View Student Transcripts- District Administrators **shall** be able to view Student Transcripts for students enrolled in their district, including the following information:

- | | |
|----------------------------------|----------------------------|
| a. Report Card History | h. Enrollment/Withdrawals |
| b. Smart Core Report | i. Guardian Information |
| c. CTE Report | j. Guardian Communications |
| d. Basic Demographic Information | k. Interim Assessments |
| e. Current Schedule | l. Completion Status |
| f. State Assessments | m. Programs |
| g. Transcript Requests | |

G. HIGHER EDUCATION

Higher Education Users **shall** be able to perform the following functionality:

1. Student Search- Higher Education Users **shall** be able to search for students by student name and social security number.
2. View Student Transcripts- Higher Education Users **shall** be able to view Student Transcripts for any student, including the following information:

a. Report Card History	g. Transcript Requests
b. Smart Core Report	h. Enrollment/Withdrawals
c. CTE Report	i. Guardian Information
d. Basic Demographic Information	j. Guardian Communications
e. Current Schedule	k. Completion Status
f. State Assessments	l. Programs

H. STATE USERS

State Users **shall** be able to perform the following functionality:

1. Search and View State Assessments- State Users **shall** be able to search and view all State Assessment results for students who were assessed at or currently enrolled in a school in the State.
2. Student Search- State Users **shall** be able to search for students by School, District, and State.
3. Search Master Schedules- State Users **shall** be able to search and view all Master Schedules for teachers and students in the State.
4. View Student Transcripts- State Users **shall** be able to view Student Transcripts for any student enrolled in the State, including the following information:

a. Report Card History	f. State Assessments
b. Smart Core Report	g. Transcript Requests
c. CTE Report	h. Enrollment/Withdrawals
d. Basic Demographic Information	i. Guardian Information
e. Current Schedule	

- | | |
|----------------------------|----------------------|
| j. Guardian Communications | l. Completion Status |
| k. Interim Assessments | m. Programs |

I. **STATE ADMINISTRATORS**

State Administrators **shall** be able to perform the following functionality:

1. Search and View State Assessments- State Administrators **shall** be able to search and view all State Assessment results for students who were assessed at or currently enrolled in a school in the State.
2. Assign User Permissions- State Administrators **shall** be able to view and manage permissions for Users in the State, including parents, students, teachers, principals, counselors, State Users, etc.
3. Student Search- State Administrators **shall** be able to search for students by School, District, and State.
4. Search Master Schedules: State Administrators **shall** be able to search and view Master Schedules for Teachers and Students in the State.
5. Ability to upload Student Assessments data based off each assessment test.
6. View Student Transcripts- State Administrators **shall** be able to view Student Transcripts for any student enrolled in the State, including the following information:

a. Report Card History	h. Enrollment/Withdrawals
b. Smart Core Report	i. Guardian Information
c. CTE Report	j. Guardian Communications
d. Basic Demographic Information	k. Interim Assessments
e. Current Schedule	l. Completion Status
f. State Assessments	m. Programs
g. Transcript Requests	

2.10 SMART CORE & CTE REQUIREMENTS

A. **SMART CORE REQUIREMENTS**

1. Smart Core is Arkansas's College and Career Ready curriculum for High School Additional information and minimum course requirements can be found at:
http://www.arkansased.gov/public/userfiles/Learning_Services/Curriculum%20Support/Support%20Files/Smartcore%20Core/smartcore_information_2018_07162018.pdf.
2. The System **must** calculate and maintain each student's individual progress in meeting ADE's Smart Core requirements beginning with the 2010-2011 academic year.
3. The System **must** create and maintain a custom report for monitoring Smart Core progress at the Teacher, School, and District levels. See Attachment A.

B. **CAREER AND TECHNICAL EDUCATION (CTE) REQUIREMENTS**

1. The CTE Completer program is Arkansas's Career and Technical Education preparation curriculum. Students who enroll in Career and Technical Education courses are encouraged to become a Completer in a program of study. A Completer is a student who completes the minimum of three (3) units of credit (including the core required courses) in a CTE program of study and graduates from High School. Additional information and minimum course requirements can be found at:
https://arcareereducation.org/docs/default-source/career-and-technical-education/administration/2018-2020-operational-guide-3-1-19.pdf?sfvrsn=a6d44116_2

2. The System **must** calculate and maintain each student's individual progress in meeting ADE's Career and Technical Education (CTE) Completer requirements beginning with the 2018-2019 academic year.
3. The System **must** create and maintain a custom report for monitoring CTE progress at the Teacher, School, and District levels. See Attachment B.

2.11 **ASSESSMENT DATA STORE**

- A. The System **must** provide an assessment data store to maintain test scores and create and maintain reports for all ADE contracted assessments and college entrance exams. The State currently contracts with the following assessment vendors:

<ul style="list-style-type: none"> • ACT • ACT Aspire • ACTAAP • AP • ACT Aspire Interim • ELDA • ELPA21 • ACT Explore • IOWA • ITBS • ITED • MSAA • DLM 	<ul style="list-style-type: none"> • NCSC • PARCC • ACT Plan • PSAT • QELI • SAT 10 • SAT • Science Portfolio • State Administered ACT • Renaissance STAR • iStation • NWEA MAP
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- B. The System **must** provide an accurate assessment history for each student that includes all State, National and Local Assessments as part of the Electronic Transcript for each individual Student.
- C. The System **must** provide a robust matching solution to attach the appropriate assessment vendor record to the appropriate individual student transcript.
- D. The System **must** provide a mechanism for ADE employees to transfer files from the assessment vendor into the Electronic Transcript System. Currently, ADE uploads raw data files received from assessment vendors to BaseCamp (<https://basecamp.com/>) for retrieval and processing.
- E. Processing of assessment files from existing vendors **must** be completed within forty-eight (48) hours or less if there are no changes to the assessment report or file structure.
- F. Files from new assessment vendors, or those from existing vendors with changes to the assessment report or file structure, **must** be completed within two (2) weeks or less.
- G. The System **must** be able to compile and make assessment data available at teacher, school, and district levels for reporting purposes.
- H. The System **must** make assessment data available to be downloaded by teachers, school administrators, and district officials based on the appropriate User Roles.
- I. The System **must** have the ability to add new vendors who may be awarded Statewide assessment contracts.
- J. The System **must** be adaptable to changes in file layouts from existing Statewide assessment vendors.
- K. Contractor **shall** load existing assessment data into the proposed solution. This includes approximately 2,300 reports containing 30 million student scoresheet records.
- L. All data files uploaded **must** be logged, reported, and downloadable in Microsoft Excel and CSV formats.

2.12 **REQUIRED INTERFACES**

- A. The Contractor **shall** provide and implement the technology necessary to integrate the transcript data between the proposed solution and the Student and Financial Management System databases housed and maintained by ADE and individual Schools and Districts throughout the State. See Section 2.2 for additional information.

2.13 **DATA CONVERSION**

- A. The Contractor **shall** be responsible for the conversion of approximately 3.15 TB of historical data from ADE's current system into the proposed solution. Historical data begins with the 2006-2007 academic year and consists of approximately 1.4 million student records and 400,000 teacher records in a CSV data file.
- B. Converted information **must** be available for use at time of Go Live as if that information had been originally captured in the System.

2.14 **REPORTING, DATA EXPORT, AND AUDIT FUNCTIONALITY**

- A. The Contractor **shall** provide report writing capabilities as part of the proposed System. The System **must**, at minimum, be capable of producing the following reports currently utilized by ADE at time of Go Live:

• ACT	• ITED
• ACT Cumulative	• MSAA
• ACT WorkKeys	• NCSC
• ACT ASPIRE	• NWEA
• ACTAAP	• PARCC
• AP	• PLAN
• Aspire Interim	• PSAT
• Early Warning Grade Completion Report	• QELI
• ELDA	• SAT 10
• ELPA21	• SAT
• EXPLORE	• Science Portfolio
• Graduates Smart Core Report	• State Administered ACT
• Graduates CTE Completer Report	• Transcripts Report
• IEP	• Completion Status Report
• IOWA	• STAR
• ITBS	• iStation
- B. The Contractor **shall** ensure the system provides a robust ad-hoc and pre-defined reporting functionality for ADE's use.
- C. The Contractor **shall** ensure ADE has the ability to define new reports in the System and edit as needed without assistance or ongoing support from the Contractor.
- D. The System **must** be able to export report data to a variety of formats including, but not limited to the following:
 - Microsoft Excel
 - .csv
 - .txt
 - .pdf
- E. If the Prospective Contractor's proposed solution requires the use of a third-party reporting tool such as Crystal Reports, the costs of any and all required licenses to operate the reporting tool with the System **must** be included in the licensing cost proposed in the Official Bid Price Sheet.
- F. The System **must** have the ability to batch print reports, allow advanced filtering, and set customized print-outs.
- G. The System **must** create and maintain a custom report for monitoring special requirements designated by ADE and/or State law. (e.g., personal finance, civics requirement, indicate student's completion status).

- H. The System **must** allow local authorities (schools & districts) to manually export stored student information in a Microsoft Excel or CSV format.
- I. The System **must** allow State authorities manually export stored student information for the entire State, including a Pre-ID extract to be used for rostering students with State assessment vendors.
 - 1. The Pre-ID file **must** include, at minimum:
 - a. CSV formatting,
 - b. One line per student per course that contains student demographics, course information, program status, and associated teacher, school, and district information
 - 2. The approximate file size for a Statewide Pre-ID extract is 3.3 GB and 8.4 million lines for 470,000 students.
 - 3. Pre-ID file **must** be extractable as a statewide file or filterable by state course ID number.
- J. The System **must** provide the Arkansas Department of Higher Education (ADHE) with a nightly feed for scholarship eligibility purposes. The feed **must** consist of a complete transcript for each requested student in an XML format. ADHE requests approximately 30,000 to 50,000 transcripts each night using the student's State ID.
- K. The Contractor **shall** provide an API solution that allows other automated systems to extract information from the proposed System on an as needed basis. ADE's current system transfers approximately 750,000 student transcripts monthly. The Contractor **shall** provide API rostering assistance to ADE on an as needed basis.
- L. The System **must** allow Users to print an entire transcript, or to print using only selected fields. Fields available on a printed transcript **must** be restricted to the User Roles of the person printing the transcript.
- M. The Contractor **shall** produce up to fifteen (15) custom reports per calendar year depending on new attributes of data fields being included in the transcript processing.
- N. The System **must** have the ability to send update notifications for end-users in the form of e-mail and messaging board.
- O. AUDIT FUNCTIONALITY
 - 1. The System **must** track all inquiries and data changes including, but not limited to, the following:
 - a. Date and time of inquiry/modification
 - b. Type of activity
 - c. Identification of the user
 - d. All fields inquired and/or modified
 - 2. The System **must** provide a searchable log of every student record viewed, including the above information.
 - 3. Authorized State Admin Users **shall** have the ability to login and view the audit details online.

2.15 ONGOING MAINTENANCE

- A. The Contractor **shall** provide a plan for performing maintenance of the proposed solution. A proposed Maintenance Plan should be submitted as part of the Prospective Contractor's response to this RFP. The Contractor **shall** submit a final Maintenance Plan for ADE's review and approval within thirty (30) days of Contract Award. The proposed and the final Maintenance Plan **must**, at minimum, meet the requirements set forth in this section of the RFP.

- B. The Contractor **shall** furnish to the State, thirty (30) calendar days prior to go-live, Quality Assurance Guidelines for testing new updates, patches or upgrades to the software solution.
- C. The Contractor **shall** ensure that system changes or system upgrades are accompanied by a System Upgrade Plan which includes a timeline, milestones and adequate testing to be completed prior to implementation. The Contractor **shall** notify and provide such plans to the ADE Designee upon request in the timeframe and manner specified by the Contract Administrator. All maintenance or updates to the solution that require scheduled down-time **must** occur at scheduled times, with fourteen (14) calendar day written notice being provided to the Contract Administrator and **must** only commence after the Contract Administrator's approval of the requested timeline in the System Upgrade Plan. Approval will not be unreasonably withheld from the Contractor.
- D. The Contractor **shall** ensure that any System updates or maintenance will not compromise or negatively impact or interrupt any configurations or customizations made by the Contractor to the solution.

2.16 **ONGOING USER AND TECHNICAL SUPPORT**

- A. The Prospective Contractor **shall** provide a plan for Ongoing User and Technical Support. A proposed Ongoing User and Technical Support Plan should be submitted as part of the Prospective Contractor's response to this RFP. The Contractor shall submit a final Ongoing User and Technical Support Plan for ADE's review and approval within thirty (30) days of Contract Award. The proposed and the final Ongoing User and Technical Support Plan **must**, at minimum, meet the requirements set forth in this section of the RFP.
- B. The Contractor **shall** provide ongoing user and technical support via telephone and email to ADE staff beginning at the time of Go Live and continuing for the life of the contract. The Contractor **shall**:
 - 1. Provide Emergency Support twenty-four (24) hours a day, seven (7) days a week. Emergency Support **shall** include but not be limited to an event such as a complete system failure.
 - 2. Provide Standard User and Tech Support via toll free telephone and email, at minimum, Monday through Friday, 8 AM to 5 PM Central Time, excluding State Holidays (<https://www.sos.arkansas.gov/news/state-holiday-calendar/>).
 - 3. Provide English speaking Telephone Support Staff.
 - 4. Provide properly trained User and Technical Support staff in sufficient quantities to support ADE.
- C. Technical Issues **must** be designated Emergency, High, Medium, or Low Priority. The Contractor **shall**:
 - 1. Provide resolution to Emergency/High Priority Issues within four (4) hours.
 - 2. Provide resolution to Medium Priority Issues within eight (8) hours.
 - 3. Provide resolution to Low Priority Issues within twenty-four (24) hours.
- D. The State and the Contractor **shall** mutually agree upon the definitions of Emergency, High, Medium, and Low Priority Issues within thirty (30) days of Contract Award.

2.17 **TRAINING**

- A. The Prospective Contractor **shall** provide Training Plan. A proposed Training Plan should be submitted as part of the Contractor's response to this RFP. The Contractor **shall** submit a final Training Plan for ADE's review and approval within thirty (30) days of Contract Award. The proposed and final Training Plan **must**, at minimum, meet all requirements set forth in this section of the RFP.
- B. Contractor **shall** provide all training sufficiently in advance to the "Go-Live" of the proposed System such that all Users required to be trained have had a sufficient amount of exposure to capably use the System.
- C. Contractor **shall** provide training that consists of "Train the Trainer" type sessions, so that Users trained directly by the Contractor may go out and serve as Trainers for other Users.
- D. The Contractor **shall** develop and provide curriculum and training materials for the Train the Trainer Sessions, as well as the curriculum and materials that will then be used by State Trainers to train each specific User type.

- E. The Contractor **shall** provide electronic reference materials which ADE and School District Users **shall** be able to access for the life of the contract. Contractor **shall** provide, at minimum, the following materials:
1. User Manual
 2. Frequently Asked Questions (FAQ) list
 3. Web-based tutorials or instructional videos that **must** be available for the life of the contract
 4. Website URLs or location information for all other online and printed resources
- F. In the event that the Contractor makes any material alterations to the solution, the Contractor **shall** be required to update the training materials accordingly. The State and the Contractor **shall** mutually agree on what constitutes a "material alteration." The Contractor **shall** provide updated training materials at no additional cost to the State.
- G. ADE User Training
1. The Contractor **shall** be responsible for training approximately twenty-five (25) ADE staff members.
 2. Training for ADE staff **shall** include a mixture of System Administrators and View Only Users.
 3. Contractor **shall** hold ADE User Training onsite at ADE facilities in Little Rock, Arkansas.
 4. All twenty-five (25) ADE staff members may be trained in the same session.
- H. School and District Level User Training
1. The Contractor **shall** be responsible for training approximately 600 School and District level staff members (approximately one user per school).
 2. The Contractor **shall** hold School and District level User Training onsite at ADE Co-op locations around the State. Co-op locations can be found at: <http://www.arkansased.gov/contact-us/education-service-cooperatives>.
 3. ADE facilities are capable of including up to 50 School and District level Users per session.
- I. Higher Education User Training
1. The Contractor **shall** provide training documentation online for Higher Education Users for the life of the Contract.

2.18 **STAFFING AND KEY PERSONNEL**

- A. The Prospective Contractor **shall** provide a Staffing Plan. A Staffing Plan should be submitted as part of the Prospective Contractor's response to the RFP. The Staffing Plan should include proposed staffing candidates and their experience. The Prospective Contractor should provide the actual Staffing Plan and staffing candidates that would be proposed if Prospective Contractor is selected for Contract Award. Proposed Staffing Plan and Candidates submitted upon Contract Award **must** be substantially similar to the sample plan submitted in the Contractor's response to the RFP. The Contractor **shall** submit a final Staffing Plan for ADE's review and approval within thirty (30) days of Contract Award. Both the proposed and the final Staffing Plan **must**, at minimum, meet the requirements set forth in this section of the RFP.
- B. Project Manager
- The Contractor **shall** include in the Staffing Plan a Project Manager. The Project Manager **shall**, at a minimum:
1. Be PMP Certified; or
 2. Have three (3) years of project management experience working with the implementation of an Electronic Transcript System of similar size and scope to this RFP.
 3. Serve as the primary point of contact for the Contractor during the Implementation phase of the project.

4. Provide the complete project timeline schedule with all the related tasks during the schedule management phase.
5. Coordinate between various stakeholders.
6. Manage the total project (i.e. delivery, customization and implementation, coordination for site preparation, and networking).
7. Participate in all required meetings, including a mandatory kick off meeting and weekly status meetings. Meetings may be held onsite at a location to be specified by ADE or via conference call at ADE's discretion.
8. Develop Project Scope Documents
9. Monitor Risk Management aspects and project delays.
10. Ensure synchronization of all the activities of the project (i.e. development, implementation, training etc.).
11. Provide weekly updates to the State's designee from the start of the contract through the implementation phase. Project Status reports **must** be in MS Word/Excel or other agreed upon format, and **must** include at minimum:
 - a. Significant work plan activities performed during the reporting period
 - b. Review of the completed activities and a comparison to the project plan
 - c. Identification of project risks and document recommendations to mitigate such risks
 - d. Deliverables completed during the reporting period
 - e. Identification of milestones reached and a comparison to the project plan
 - f. Significant work plan activities planned for the next reporting period
 - g. Deliverables expected to be completed in the next reporting period
 - h. Identification of problems and/or issues and track the status of current problems and/or issues

C. Technical Team

The Contractor **shall** include, in the Staffing Plan, individuals with sufficient technical expertise and experience to accomplish the Implementation Plan. This technical team **shall**, at a minimum:

1. Determine operational feasibility through analysis, problem definition, and evaluating requirements, solution development, and proposed systems;
2. Prepare solutions by determining and designing system specifications, standards, and programming;
3. Implement the proposed system by studying information needs, conferring with Users, investigating problem areas, following the software development lifecycle, and studying systems flow, data usage, and work processes.

D. Account Manager

The Contractor **shall** include, in the Staffing Plan, Account Manager who will serve as the primary point of contact between the State and the Contractor after Implementation is complete and the solution is fully operational.

- E. The State **shall** have the right to approve or reject proposed staff members prior to the finalization of the plan after Contract Award if candidates do not meet the minimum requirements set forth in the RFP.

F. The Contractor **shall** include, in the Staffing Plan, a provision to address the vacancies of the Project Manager or other key personnel. In the event of the vacancy of a key person, the Contractor **shall** provide replacement candidates to the State for the State's review within fifteen (15) days of the Contractor learning of the vacancy. The State **shall** have the right to approve or reject proposed replacements if they do not meet the minimum requirements set forth in the RFP.

G. Background Checks

1. At commencement of contract award and prior to the hiring of staff, the Contractor **shall** conduct Federal and State Criminal Background Checks for the state of jurisdiction where the employee is located on all personnel involved in any aspect of the process described in this RFP.
2. Upon request, the Contractor **shall** provide ADE with access to Criminal Background Checks (including fingerprints) on all key personnel and subcontractors who perform or supervise work on this contract for purposes of auditing. Criminal Background Checks **shall** be provided to ADE within 72 hours of the request from ADE.
3. ADE **shall** have the right to refuse personnel based on results of the criminal background checks.
4. The State **shall** have the right to terminate the entire contract should Criminal Background Reports show evidence of being tampered with, i.e. sections blocked out, dates of greater time than 72 hours, etc.

2.19 **IMPLEMENTATION**

- A. The Prospective Contractor **shall** provide a plan for the design, configuration, implementation, and delivery of the proposed solution. The Prospective Contractor should provide the State with a proposed Implementation Plan as part of the RFP response reflecting the recommended implementation timeline, staff responsibilities, and estimated hours of effort for the completion of the proposed solution. The Contractor **shall** submit a final Implementation Plan for ADE's review and approval within thirty (30) days of Contract Award. The proposed and final Implementation Plan **must**, at minimum, meet the requirements set forth in this section of the RFP.
- B. Within two (2) weeks of contract award, the awarded Contractor **shall** schedule and setup a series of kickoff meetings with ADE, who **shall** have the final determination of all meeting sites and times. The initial kickoff meeting **must** be held onsite at an ADE provided location. ADE may choose to hold any remaining meetings via conference call or video conference.
- C. Implementation **must** include:
 1. Initial system design and configuration, and the creation of maintenance files to support the system.
 2. Any requirements gathering or workflow mapping.
 3. Installation of all required hardware and software.
 4. Building and testing of all required interfaces.
 5. Coordination of the implementation with ADE, School Districts and Institutions of Higher Education.
 6. A plan by which the system will Go-Live no later than July 1st, 2020.
- D. The project work plan **must** be resource balanced.
- E. Each activity and task **must** have an estimated start and end date along with estimated hours of effort.

2.20 **TESTING**

- A. The Prospective Contractor **shall** provide a plan for the Testing and Acceptance of the proposed solution. A proposed Testing Plan should be submitted as part of the RFP response and should include all forms of system testing. The Contractor **shall** submit a final Testing Plan for ADE's review and approval within thirty

(30) days of Contract Award. The proposed and the final Testing Plan **must**, at minimum, meet all requirements set forth in this section of the RFP.

- B. The Testing Plan **must** address all forms of system testing and include at minimum:
 1. Functional Testing
 2. User Acceptance Testing
 3. Final Acceptance Testing
 4. Process by which the Contractor will obtain the State's sign off upon completion of each stage of testing
 5. A phase of State Acceptance Testing prior to Go Live whereby the State can confirm that the system adheres to all contractual requirements. In the event that the solution does not conform with Contract requirements, the State may:
 - a. Grant the Contractor an opportunity to repair and/or modify the system and restart the testing; or
 - b. Upon mutual agreement, perform additional acceptance tests until the system(s) have operated within the specifications as stated in the Contract for thirty (30) consecutive days; or
 - c. Accept minor deviations from the specifications; or
 - d. Terminate the Contract in its entirety
- C. During testing, the system **must** perform successfully under all normal operational conditions in accordance with the requirements of the Contract, Manufacturer's operating instructions, and the Contractor's technical and user specifications.
- D. All critical defects (Severity Level 1 & 2) **must** be resolved prior to Go Live.
- E. The Contractor and the State **shall** mutually agree upon the definitions of Severity Level 1 & 2 defects within thirty (30) days of Contract award.
- F. The Contractor **shall** submit a plan to address and fix all severity level 1 and 2 deficiencies within five (5) days of identification. This plan **must** include, but not be limited to, the development of a Corrective Action Plan (CAP) for each defect or deficiency. The CAP **must** identify in detail the remedial action to be taken by the Contractor, along with the date(s) when each remedial action is to be implemented. Each CAP **must** be subject to review and approval by the State's Contract Monitor.
- G. The Contractor **shall** give a minimum of fifteen (15) days' notice to all the authorized State test Users prior to the commencement of testing.
- H. The Contractor **shall** provide a test report to the State's Contract Monitor within fifteen (15) business days of the completion of each phase of testing.

2.21 **DISASTER RECOVERY**

- A. The Prospective Contractor **shall** provide a Disaster Recovery and Business Continuity Plan. A proposed Disaster Recovery and Business Continuity Plan should be included as part of the RFP response. Sixty (60) calendar days before Go-Live, the Contractor **shall** provide to the State Project Manager or their designee a final plan for his or her review and approval. The proposed and final Disaster Recovery and Business Continuity Plan **must**, at minimum, meet all requirements set forth in this section of the RFP.
 1. The Contractor **shall** include backup and recovery procedures which will allow recovery of the system and all data up to the moment of the disaster and successfully resume functioning within four (4) hours of any disaster.
 2. The Contractor **shall** include the following in the final plan(s):

- a. Plan Objectives
 - b. What situations and conditions are covered by the Plan
 - c. Technical considerations
 - d. System fail over plans
 - e. Roles and responsibilities of Contractor staff
 - f. How and when to notify the Contract Monitor
 - g. Recovery procedures
 - h. Procedures for deactivating the Disaster Recovery Plan
 - i. End of Contract Transition Plan demonstrating how the Contractor will transfer 100% of State-owned data back to the State or a subsequent Contractor.
3. The solution **must** frequently and automatically back up data. All backup servers and backup data associated with the Arkansas instance of the Contractor-hosted solution **must** reside in the continental United States. The Contractor **shall** include data back-up provisions adhering to the following requirements and principles in their proposed Disaster Recovery and Business Continuity Plan:
- a. The System **must** backup and completely restore key system data files. Backup media should be common media readable by readily available hardware.
 - b. If access to backed-up information depends on Contractor-owned hardware that is scheduled for discontinuation or prolonged downtimes, or if for any other reason the Contractor believes that its hardware or software may inhibit the State's access to backed up information at any point in time, the Contractor **shall** immediately notify and present a remedy in writing to the State Project Manager that the Contractor and the State Project Manager **must** mutually agree upon.
 - c. The Contractor **shall** maintain a data backup schedule in accordance with the following requirements:
 - i. A weekly cycle providing a full backup of system information that reflects all project components, configurations, and data at the completion of that week's cycle, run on Sundays.
 - ii. A daily backup reflecting that day's processed information, Monday through Sunday.
 - iii. The Contractor **shall** furnish to the Contract Administrator or their designee an electronic daily report delineating the completion of that day's backup, the status, and catalog of items backed up.
 - d. The System **must** maintain seven (7) years of backups for all historical data sets post migration.
- B. The Contractor **shall** ensure the proposed system meets NIST (National Institute of Standards and Technology) standards for disaster recovery and contingency planning.
- C. The Contractor **shall** be required to test the Disaster Recovery Plan by doing a complete fail over of all test/production systems during the final testing stage and after initial rollout.

2.22 **DATA SECURITY**

- A. The Prospective Contractor **shall** submit a Data Security Plan that outlines the process of reporting security violations, security breaches, or any attempts to gain access to the system. The Contractor should provide a proposed Data Security Plan as part of the RFP response. The Contractor **shall** submit the final Data Security Plan for ADE's review and approval within thirty (30) days of Contract Award. The proposed and final Data Security Plan **must**, at minimum, meet the requirements set forth in this section of the RFP. The Data Security Plan **must** include the following information:

1. The name and contact information for an employee who **shall** serve as the State's primary security contact and be available to assist the State twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach. The security contact **must** be able to give a detailed explanation of the breach and the impact of the breach. The security contact **must** also provide a detailed resolution so that the breach will not be repeated.
 2. Automated notification processes within the solution that **must** be sent out to both Contractor and State Resources in the event of a breach.
- B. Any data located on servers **must** be physically and virtually secure from any unauthorized access using the strictest of accepted principles adhering to the International Information Systems Security Certification Consortium ((ISC)²) body of knowledge.
- C. The Contractor **shall** notify the State of a security breach as soon as practicable, but no later than four (4) hours after the event is identified and the Contractor becomes aware of it.
- D. Third parties or personnel from the Contractor that are not directly involved with the development **shall not** be allowed information relating to statistics or demographics of the State of Arkansas. Only staff with a need to know **shall** have access to such data.
- E. At the end of the contract period, or at any time a hard drive is removed from use within the scope of this contract, the Contractor **shall** erase, destroy, and render unrecoverable all data and certify in writing that these actions have been completed within thirty (30) days of the termination of this agreement or within 7 days of the request by the State, whichever comes first. At a minimum, a "Clear" media sanitization **must** be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88, Appendix A - see <http://csrc.nist.gov/>.
- F. The Contractor's System (software and hardware) **must not** store any personally identifiable Arkansas citizen's information for any time longer than required by Arkansas State Law and the requirements of this RFP.
- G. The System **must** meet or exceed applicable Federal and State privacy and security standards, including but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA), the Health Insurance Portability and Accountability Act (HIPPA).
- H. The Contractor **shall** ensure all logs are encrypted using AES-256.
- I. The Contractor **shall** ensure all data being transmitted is encrypted and all stored data is encrypted at rest. Encrypting **must** be done with AES-256.
- J. The Contractor **shall** ensure all the authorized Users have a unique user-id and password to access the Contractor's solution.
- K. The Contractor **shall** ensure the system has role-based access levels for authorized Users.
- L. The Contractor **shall** ensure ADE as the final authority to grant access to any user from other State Entities.
- M. The Contractor **shall** coordinate and manage granting access to institutions of higher education.
- N. The System **must** be configurable to lock out an operator after a State-assigned number of failed attempts to log in.
- O. The System **must** include a complex or strong password requirement that includes the following at a minimum:
- Minimum of eight (8) for State Admin Users
 - Minimum of twenty (20) characters in length for all other user types
 - Maximum password length: no limit
 - Have at least one (1) upper case.

- Have at least one (1) lower case.
- Have at least one (1) number.
- Have at least one (1) special character for passwords with minimum length of 8 characters.
- Prohibit use of special characters for passwords with a minimum length of 20 characters.
- Lock the user ID after five (5) sequential incorrect password attempts.
- Password reuse prohibited for 6 generations.
- Require the password to be changed every 120 days.
- Notify the user to change the password at 110 days and 115 days after password creation.
- Reset the user ID if the password is not changed at 120 days after creation.

P. The System **must not** allow multiple sessions by the same User ID

Q. The System **must** have the ability to establish “timeout” and terminate session” limits by User Role.

2.23 DATA OWNERSHIP AND END OF CONTRACT TRANSITION

- A. The State **shall** retain sole ownership, right, title and interest to all data stored in the Contractor-hosted solution. At the end of the contract the Contractor **shall** transfer 100% of State-owned data back to the State or to another Contractor at the request of the State. At the end of the contract and after confirmed transfer of 100% of State-owned data back to the State or their designee, the Contractor **shall** destroy all copies of the State-owned data the Contractor possesses.
- B. The Contractor **shall** ensure all data received as part of the Contract **must** be used solely for the purpose of this contract and not shared, reused, or disseminated to any other party or entity without the express written consent of the ADE Chief Information Officer.
- C. Upon termination or expiration, should any subsequent contract for K-12 Electronic Transcript System be awarded to a provider other than the awardee of this RFP, the then current Contractor **shall**, to the greatest extent possible and reasonable, cooperate with ADE in initiating a smooth and orderly transition to the next Contractor.

2.24 SYSTEM PERFORMANCE REQUIREMENTS

- A. The System **must** maintain at minimum a 99.9% uptime, excluding scheduled downtime for maintenance.
- B. The System **must** have at minimum a ninety (90) percent or greater sub 200 millisecond page response time.
- C. The System **must** have at minimum a ninety (90) percent or greater sub 200 millisecond response time for API calls.
- D. ADE will not provide dedicated bandwidth for the proposed solution and the System **must not** negatively impact or interfere with services from ADE’s other existing systems.
- E. The Contractor **shall** provide a monthly System Usage and Performance Report which **shall** include, at minimum, data related to the requirements set forth in this section of the RFP. The System Usage and Performance Report **must** be provided to ADE’s designee on the first business day of the month following the previous reporting period in a Microsoft Excel format.

2.25 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. The Performance Standards table below identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. The State has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the Contractor so as to establish standards that are reasonably achievable.

- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- H. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

Service Criteria	Acceptable Performance	Damages for Insufficient Performance
System Uptime	The System must maintain a 99.9% uptime, excluding scheduled downtime for maintenance.	\$1,000.00 for each month that the System does not meet the required availability.
System Response Time	<p>The System must have a ninety (90) percent or greater sub 200 millisecond page response time.</p> <p>The System must have a ninety (90) percent or greater sub 200 millisecond response time for API calls.</p>	<ul style="list-style-type: none"> ▪ 85% to 89.9% - 1% of Monthly Total Cost ▪ 80% to 84.9% - 2% of Monthly Total Cost ▪ 75% to 79.9% - 3% of Monthly Total Cost <p>Below 75% may be grounds for contract termination</p>
Assessment File Processing	<p>Processing of assessment files from existing vendors must be completed within forty-eight (48) hours or less if there are no changes to the assessment report or file structure.</p> <p>Files from new assessment vendors, or those from existing vendors with changes to the assessment report or file structure, must be completed within two (2) weeks or less.</p>	\$100.00 per day, per assessment file, for each day a file is late.
Data Conversion	All required data converted into the System at time of Go-Live.	\$1,000 for each day the data conversion is not complete after Go-Live.
Monthly Performance Report	Monthly performance report delivered on time.	\$100 per day for each day each report is late.
Requirements Plans	All required plans shall be submitted and finalized within the timeframe allowed for in the RFP. This shall include, but not be limited to: The Maintenance Plan, the Ongoing User & Technical Support Plan, the Training Plan, The Staffing Plan, the Implementation Plan, the Testing Plan, the Disaster Recovery Plan, and the Data Security Plan.	\$250 per day, per plan, for each day that plan is late.
Technical Support Response Times	Provide resolution to Emergency/High Priority Issues within four (4) hours.	\$1,000.00 credit for each hour past four (4) hours a High Priority Issue was not resolved.

Service Criteria	Acceptable Performance	Damages for Insufficient Performance
	<p>Provide resolution to Medium Priority Issues within eight (8) hours.</p> <p>Provide resolution to Low Priority Issues within twenty-four (24) hours.</p>	<p>\$750.00 credit for each hour over twenty-four (24) hours a Medium Priority Issue was not resolved.</p> <p>\$500.00 credit for each day over three (3) days a Low Priority Issue was not resolved.</p>
Go-Live	Fully-functioning solution must be delivered by July 1 st , 2020.	1% of the implementation cost for each week that the System is late past the Go-Live date.
Testing	A Corrective Action Plan (CAP) is submitted within five (5) days to address and fix all deficiencies identified both during system testing as set forth in the RFP and ongoing for the life of the contract within allotted timeframe as stated in the approved CAP.	\$2500.00 per business day for each business day the CAP is late and/or \$2500.00 per calendar day for each calendar day the deficiency remains uncorrected past the date stated in the CAP.
Disaster Recovery	The Contractor shall include backup and recovery procedures which will allow recovery of the System and all data up to the moment of the disaster and successfully resume functioning within four (4) hours of any disaster.	\$500.00 per hour for each hour over four (4) hours that the System is down.
Data Breach	The Contractor shall notify the State of a security breach as soon as practicable, but no later than four (4) hours after the event is identified and the Contractor becomes aware of it.	\$500 per hour for each additional hour the Contract Monitor is not notified of a security breach.

SECTION 3 – CRITERIA FOR SELECTION

- **Do not provide responses to items in this section.**

3.1 TECHNICAL PROPOSAL SCORE

- A. OSP will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements will be rejected and will not be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Prospective Contractor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement, either because it was left blank or because the proposal is unresponsive.	No Confidence

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After committee members have had an opportunity to discuss their individual scores with the committee, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal.
5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

C. The *Information for Evaluation* section has been divided into sub-sections.

1. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Prospective Contractor Qualifications	10	5	35
E.2 Hosting	10	1	7
E.3 System Access	20	7	49
E.4 Student & Teacher Identification Numbers	10	10	70
E.5 System Requirements	30	10	70
E.6 Electronic Transcript Requirements	5	10	70
E.7 User Roles & Access	5	10	70
E.8 Smart Core & CTE Requirements	20	10	70
E.9 Assessment Data Store	5	10	70
E.10 Required Interfaces	5	2	14
E.11 Data Conversion	5	1	7
E.12 Reporting, Data Export, & Audit Functionality	35	10	70
E.13 Ongoing Maintenance	5	1	7
E.14 Ongoing User & Technical Support	5	1	7
E.15 Training	5	1	7
E.16 Staffing & Key Personnel	5	1	7
E.17 Implementation	5	1	7
E.18 Testing	5	5	35
E.19 Disaster Recovery	5	1	7
E.20 Data Security	5	1	7
E.21 Data Ownership & End of Contract Transition	10	1	7
E.22 System Performance Requirements	15	1	7
Total Technical Score	225	100%	700

*Sub-Section's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the sub-section.

D. The proposal's weighted score for each sub-section will be determined using the following formula:

$$(A/B) * C = D$$

A = Actual Raw Points received for sub-section in evaluation
 B = Maximum Raw Points possible for sub-section
 C = Maximum Weighted Score possible for sub-section
 D = Weighted Score received for sub-section

E. The proposal's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.

3.2 **DEMONSTRATION SCORE**

A. The Prospective Contractors with the top three Technical proposal scores after the completion of the technical proposal evaluation will be contacted to schedule a demonstration.

- B. The buyer will create a second set of score sheets by copying the Excel workbook (including the scores entered) and titling each of the score sheets in that workbook as the "Post-Demonstration" score sheets.
- C. After each demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the demonstration and revise their individual scores on the Post-Demonstration Consensus Score Sheet based on the information in the demonstration.
- D. The final individual scores of the evaluators on the Post-Demonstration Consensus Score Sheets will be averaged to determine the final Technical score for each proposal.
- E. The pricing for proposals which do not move forward to Demonstrations will not be scored.

3.3 **COST SCORE**

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest seven (7) year grand total as shown in Table Eight (8) on the Official Bid Price Sheet. (See *Grand Total Score* for maximum points possible for cost score.)
- B. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

$$(A/B) \times (C) = D$$

A = Lowest Total Cost

B = Second (third, fourth, etc.) Lowest Total Cost

C = Maximum Points for Lowest Total Cost

D = Total Cost Points Received

3.4 **GRAND TOTAL SCORE**

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The Prospective Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor. (See *Award Process*.)

	Maximum Points Possible
Technical Proposal	700
Cost	300
Maximum Possible Grand Total Score	1,000

3.5 **PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE**

- A. Prospective Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal Packet* signifies the Prospective Contractor's understanding and agreement that subjective judgments will be made during the evaluation and scoring of the Technical Proposals.

SECTION 4 – GENERAL CONTRACTUAL ITEMS

- **Do not provide responses to items in this section.**

4.1 PAYMENT AND INVOICE PROVISIONS

A. Forward invoices to:

Arkansas Department of Education
Office of Information Technology
5 Main Place
423 Main Street
Little Rock, AR 72201

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Prospective Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

4.2 GENERAL INFORMATION

A. The State will not:

1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the Contractor/lessor in the event funds are not appropriated.
2. Contract with another party to indemnify and defend that party for any liability and damages.
3. Pay damages, legal expenses or other costs and expenses of any other party.
4. Continue a contract once any equipment has been repossessed.
5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of deinstallation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.

C. The laws of the State of Arkansas govern this contract.

- D. A contract is not effective prior to award being made by a State Procurement Official.

4.3 CONDITIONS OF CONTRACT

- A. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

4.4 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract or \$7,000,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

4.5 RECORD RETENTION

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.6 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.
- B. The Contractor **must** provide to OSP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OSP has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. OSP has the right to approve or deny the request.

4.7 CONFIDENTIALITY

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.8 CONTRACT INTERPRETATION

Should the State and Contractor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State is final and controlling.

4.9 CANCELLATION

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

4.10 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

SECTION 5 – STANDARD TERMS AND CONDITIONS

- **Do not provide responses to items in this section.**

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any resulting contract if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original Proposal Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid shall have title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and is used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
10. **AMENDMENTS:** Contractor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the Contractor.

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
23. **CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
24. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
25. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.