

Service Criteria	Acceptable Performance	Damages for Insufficient Performance
<b>Submittal of Required Plans</b> The Contractor <b>shall</b> submit and finalize all required plans within the timeframes agreed upon by the awarded contractor and the Arkansas Department of Human Services (DHS). This includes but is not limited to: The Implementation Plan, Communication and Issue Resolution Plan, Information Security Plan, Training Plan, Disaster Recovery and Business Continuity Plan, and Staffing Plan.	Contractor must submit Implementation Plan, Communication and Issue Resolution Plan, Information Security Plan, Training Plan, and Staffing Plan no later than thirty (30) calendar days after contract award.  Contractor must submit a Disaster Recovery and Business Continuity Plan no later than sixty (60) calendar days before Go-Live.	Two-hundred and fifty dollars (\$250) per day, per plan, for each day that plan is late.
<b>Testing and Correction of Deficiencies</b> The Contractor <b>shall</b> address and fix all deficiencies identified both during system testing as set forth in the Request for Proposals (RFP) and ongoing for the life of the contract.	Contractor must submit a Plan of Correction (POC) within fifteen (15) business days, and correct all deficiencies within timeframes stated in the DHS-approved POC.	Two thousand five hundred dollars (\$2,500.00) per business day for each business day the CAP is late and/or  Two thousand five hundred dollars (\$2,500.00) per calendar day for each calendar day the deficiency remains uncorrected past the date stated in the CAP.
<b>Solution Delivery</b> The Contractor <b>shall</b> deliver a fully-functioning Juvenile Justice Information System (JJIS) per the requirements set forth in this RFP and the subsequent contract, by the go-live date mutually agreed upon during Contract negotiations.	Contractor must deliver a fully-functioning solution by the go-live date mutually agreed upon during Contract negotiations.	One percent (1%) of the total implementation cost for each week that the System is late past the mutually agreed upon Go- Live date.
<b>Training</b> The Contractor <b>shall</b> complete all training activities as required in RFP.	All designated DHS staff must be trained by the date mutually agreed upon during contract negotiations.	One percent (1%) of the total implementation cost for each week that the training activities are incomplete past the date agreed upon during contract negotiations.
<b>System Updates and Enhancements</b> The Contractor <b>shall</b> provide written notice to the Contract Monitor of any system update or maintenance that requires scheduled down-time.	Contractor must deliver written notice at least fourteen (14) calendar days prior to the planned downtime.	Three hundred dollars (\$300.00) per day for every calendar day less than fourteen (14) days the Contractor does not provide written notice of planned downtime to the Contract Monitor.
<b>System Availability</b> The Contractor's system <b>shall</b> be available 99.9% of the time each month, excluding scheduled down-times agreed to by the Contract Monitor.	Contractor's system must be available 99.9% of the time for each calendar month excluding agreed upon, scheduled down-times.	One thousand dollars (\$1,000.00) for each month that the System does not meet the required availability.
<b>Security Breaches</b> The Contractor <b>shall</b> report all security breaches to the Contract Monitor in writing via email and by telephone.	Contractor <b>must</b> submit notification to Contract Monitor within one (1)	Five hundred dollars (\$500) per business hour for every business hour the Contract

	business hour of discovery of a security breach.	Monitor is not notified of a security breach.
<b>On-going User Support</b> The Contractor <b>shall</b> provide resolution as agreed upon by the communication and issue resolution plan: <ul style="list-style-type: none"> <li>Emergency Support to designated State Personnel via telephone and email twenty-four (24) hours a day, seven (7) days a week. Emergency Support <b>shall</b> include, but not be limited to an event such as Complete System Failure.</li> <li>High Priority Issues within four (4) hours of notification by DHS.</li> <li>Medium Priority Issues within twenty-four (24) hours of notification by DHS.</li> <li>Low Priority Issues within three (3) days of notification by DHS.</li> </ul>	Contractor <b>must</b> provide resolution according the following schedule: <ol style="list-style-type: none"> <li>Emergency Support provided via telephone and email twenty-four (24) hours per day, seven (7) days per week.</li> <li>High Priority Issues resolved within four (4) hours.</li> <li>Medium Priority Issues resolved within twenty-four (24) hours.</li> <li>Low Priority Issues resolved within three (3) days.</li> </ol>	One thousand dollars (\$1,000.00) credit for each hour past four (4) hours a High Priority Issue was not resolved.  Seven hundred and fifty (\$750.00) credit for each hour over twenty-four (24) hours a Medium Priority Issue was not resolved.  Five hundred dollar (\$500.00) credit for each day over three (3) days a Low Priority Issue was not resolved.
<b>Required Interfaces</b> Contractor <b>must</b> provide all required, fully functional interfaces by time of Go-Live. Contractor <b>must</b> maintain all required, fully functional interfaces for the life of the contract.	Contractor must provide all fully functional, required interfaces by time of Go-Live.  Contractor must maintain fully functional required interfaces for the life of the contract.	Two thousand dollars (\$2,000.00) per interface, per day for each day after Go-Live that each required interface is not functional. One thousand (\$1,000.00) per interface, per week for each week that the interface is not functional.
<b>Data Conversion</b> The Contractor <b>shall</b> convert all required data into the System by time of Go-Live.	Contractor must convert all required data into the System by time of Go-Live.	Five thousand dollars (\$5,000) for each day the data conversion is not complete after Go-Live.
<b>Disaster Recovery</b> In the event of a disaster, data collection <b>must</b> resume within twenty-four (24) hours per the requirements of the Disaster Recovery and Business Continuity Plan.	Contractor must resume data collection within twenty-four (24) hours of a disaster.	Five thousand dollars (\$5,000.00) per day for every day past the initial twenty-four (24) hour period.

**Conflict of Interest Mitigation**

During the term of this contract, the Contractor **shall** comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Contractor **shall** disclose all actual, apparent, or potential conflicts of interest to the Department of Human Services (DHS) within five (5) days of having knowledge of them. The Contractor **shall** develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.

The Contractor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.

The Contractor will be fined **five thousand dollars (\$5,000)** per day for each day past five (5) days for each actual, apparent, or potential conflict of interest it fails to disclose. The Contractor **shall** be fined **one hundred thousand dollars (\$100,000)** for the first failure to comply with the mitigation plan developed by the Contractor and approved by DHS. Each subsequent violation of the mitigation plan **shall** be twice the amount of the immediately preceding violation fine.

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<p><b>Transition Planning</b>  Ninety (90) days prior to the contract end date, the Contractor <b>shall</b> submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another contractor selected by DHS to provide the contracted services.</p> <p>The transition plan <b>shall</b> include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial delivery, <b>shall</b> be delivered to DHS no more than fifteen (15) days following the contract end date.</p>	<p>The Contractor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>If the Contractor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report (VPR) maintained in the Contractor file.</p> <p>Final payment may be withheld from the Contractor until the all elements of the transition are satisfied as determined by DHS.</p>