



**STATE OF ARKANSAS**  
**DEPARTMENT OF TRANSFORMATION AND SHARED SERVICES**  
**OFFICE OF STATE PROCUREMENT**  
 501 Woodlane St., Ste. 220  
 Little Rock, Arkansas 72201-1023

**REQUEST FOR PROPOSAL**  
**RFP SOLICITATION DOCUMENT**

| SOLICITATION INFORMATION |                                  |                      |            |
|--------------------------|----------------------------------|----------------------|------------|
| Solicitation Number:     | SP-21-0031                       | Solicitation Issued: | 01/14/2021 |
| Description:             | Migrant Education Database       |                      |            |
| Agency:                  | Arkansas Department of Education |                      |            |

| SUBMISSION DEADLINE  |            |                        |                         |
|--|------------|------------------------|-------------------------|
| Proposal Opening Date:   | 02/12/2021 | 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 submission deadline. Proposals received after the submission deadline may be rejected as untimely. See Section 1.2 for information regarding Live Proposal Openings.</p> |            |                        |                         |

| DELIVERY OF RESPONSE DOCUMENTS             |   |
|--|---|
| Delivery Address and RFP Opening Location: | <p>Department of Transformation and Shared Services<br/>           Office of State Procurement<br/>           501 Woodlane St., Ste. 220<br/>           Little Rock, Arkansas 72201-1023</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. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b></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"> <li>Solicitation number</li> <li>Date and time of proposal opening</li> <li>Prospective Contractor's name and return address</li> </ul>  |

| 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:                                    | <a href="https://www.transform.ar.gov/procurement/">https://www.transform.ar.gov/procurement/</a> |                              |              |

## SECTION 1 – GENERAL INFORMATION AND INSTRUCTIONS

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

### 1.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the Office of State Procurement (OSP) for the Arkansas Department of Education to obtain pricing and a contract for the licensing, implementation, maintenance, and hosting of a Migrant Education Database (MED). The Office of State Procurement is the sole point of contact throughout this solicitation process.

### 1.2 LIVE PROPOSAL OPENING

Use the information below to view the proposal opening online.

Zoom Meeting Link: <https://arkansas-gov.zoom.us/j/81001524747?pwd=QXBTd1ZTMHNSSHJwOWRGRjF0SVZEZz09>

Meeting ID: 810 0152 4747

Meeting Password: 403227

Dial-In Information: 877 853 5257 US Toll-free  
888 475 4499 US Toll-free

### 1.3 TYPE OF CONTRACT

- As a result of this RFP, OSP intends to award a contract to a single Contractor.
- The anticipated starting date for any resulting contract is April, 2021 except that the actual contract start date may be adjusted 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.
- The initial term of a resulting contract will be for four (4) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to three (3) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

### 1.4 SOLICITATION SCHEDULE

- For informational purposes, OSP is providing a Solicitation Schedule; however, dates listed and noted with an asterisk (\*) are anticipated dates only and are subject to change at the discretion of the State.

**TABLE A: TENTATIVE SOLICITATION SCHEDULE**

| ACTIVITY                                      | DATE                                 |
|---|--------------------------------------|
| RFP Release to Prospective Contractors        | 01/13/2021                           |
| Deadline for Prospective Contractor Questions | 01/22/2021                           |
| Answers to Questions Posted to OSP website*   | 01/29/2021                           |
| Proposal Due Date                             | 2:00 PM CST, 02/12/2021              |
| Oral Presentations/Demonstrations*            | Week of March 8 <sup>th</sup> , 2021 |
| Post Anticipation to Award*                   | 03/26/2021                           |
| Award Contract*                               | April 2021                           |

### 1.5 CLARIFICATION OF RFP SOLICITATION

- Submit any questions requesting clarification of information contained in this *RFP Solicitation* in writing via email by the date and time listed in Section 1.4, Table A to the OSP buyer as shown on page one (1) of this *RFP Solicitation*.

1. Written questions **must** be submitted using Template Q-1 Written Questions.
  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 as deemed appropriate. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on the date provided in Section 1.4, Table A. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
- 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.

## 1.6 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- B. "Prospective Contractor" means a responsible offeror who submits a proposal in response to this solicitation.
- C. The terms "Request for Proposal", "RFP," "RFP Solicitation," and "Solicitation" are used synonymously in this document.
- D. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- E. "Proposal Submission Requirement" means a task a Prospective Contractor **shall** complete when submitting a proposal response. These requirements will be distinguished by using the term "shall" or "must" in the requirement.
- F. "Requirement" means a specification that a Contractor's commodity and/or service **must** meet or exceed in the performance of its contractual duties under any contract awarded as a result of this RFP. These specifications will be distinguished by using the terms "shall" or "must" in the requirement.
- G. "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 Department using such a contract.

## 1.7 RESPONSE DOCUMENTS

### A. Original *Technical Proposal Packet*

1. Responses within the *Information for Evaluation and Exceptions* sections **must not** contain the Prospective Contractor's name or any other identifiers, including without limitation names of staff members, projects, products, and addresses.
2. Prospective Contractors **shall** utilize the *Technical Proposal Packet* to submit their responses.
3. The following items are Proposal Submission Requirements and **must** be submitted as a hard copy 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 Solicitation Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
      - The *Official Solicitation 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*.
    - iii. Proposed *Subcontractors Form*.
    - iv. Proposed *Exceptions Form*.
4. The following items should be submitted in the original *Technical Proposal Packet*.
  - a. *EO 98-04: Contract and Grant Disclosure Form*.
  - b. Copy of Prospective Contractor's *Equal Opportunity Policy*.
  - c. *Voluntary Product Accessibility Template (VPAT)*, if applicable.
5. **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 Solicitation Price Sheet*

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

1. Additional Copies of the *Technical Proposal Packet*
  - a. Two (2) electronic copies of the *Technical Proposal Packet*, preferably on flash drives and in PDF format. Do not send electronic copies via email or fax.
    - i. The *Information for Evaluation and Exceptions Form* sub-sections should be a separate file on the flash drive.

- b. 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.
- c. 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 Solicitation Price Sheet*

- a. Prospective Contractor should also submit one (1) electronic copy of the *Official Solicitation Price Sheet*, preferably on a flash drive and in PDF format. Do not send electronic copies via email or fax.
    - i. *The Official Solicitation 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.

## 1.8 ACCEPTANCE OF REQUIREMENTS

- A. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the Requirements in the Specifications Section(s) of this RFP by listing them on the *Exceptions Form* (See Technical Proposal Packet), Prospective Contractor understands its submission of a proposal to represent that its proposal meets all such Requirements.
- B. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any Requirements in the Specifications Section(s) of this RFP.

## 1.9 ADDITIONAL TERMS AND CONDITIONS

- A. Any special terms and conditions included in this solicitation **shall** override the Solicitation Terms and Conditions located on the OSP website here (Agencies – Forms and Reporting – Solicitation Templates): <https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>.
- B. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the terms in the Standard Services Contract by listing them on the *Exceptions Form* (See Technical Proposal Packet), Prospective Contractor agrees and **shall** adhere to all terms if selected as the successful Contractor. Items identified as non-negotiable may only be modified if the legal requirement is satisfied and approved by the State. The Standard Services Contract can be viewed on the OSP website here (Agencies – Services – Forms): <https://www.transform.ar.gov/procurement/agencies/services/>.

## SECTION 2 – SPECIFICATIONS

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

### 2.1 CURRENT ENVIRONMENT

- A. ADE currently utilizes MIS2000 for its Migrant Education Database. MIS2000 is an ASP.NET web application and Windows native application running on a Windows server. Native applications are used at field locations and by recruiters who are disconnected from the Internet.

### 2.2 MINIMUM QUALIFICATIONS

- A. The Prospective Contractor **shall** have at least four (4) years of experience in providing Migrant Student Data Systems of a similar size and scope as described in this RFP.
- B. The Prospective Contractor's proposed Migrant Student Data System **must** be currently in use by and have been implemented in the last five (5) years by at least three (3) public entities of similar size and scope as described in this RFP.

### 2.3 SYSTEM PERFORMANCE REQUIREMENTS

- A. The system **must** maintain at minimum a 99% uptime, excluding scheduled downtime for maintenance.
- B. The system **must** have at minimum a ninety (90) percent or greater sub 400 millisecond page response time.
- C. The system **must** have at minimum a ninety (90) percent or greater sub 400 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.

### 2.4 HOSTING

- A. Prospective Contractors **shall** propose a Contractor hosted solution. Contractors proposing a Software as a Service (SaaS) solution 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.
  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  
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 prefers 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 support for users who do not have access to the internet in the form of a downloadable app. The app **must not** be dependent upon cellular or other wireless connectivity for functionality once downloaded. The app must have full system functionality while having only limited or no access to the internet. This is critically important because data collection will often need to take place at remote locations. App data collected in an offline mode **must** be up loadable to the system once internet or cellular service is available. App **must** be accessible on a variety of device types, including but not limited to Apple and Android smartphones and tablets, Windows and Mac based laptops, etc.
- C. The system **must** function accurately on common modern browsers including, but not limited to, Internet Explorer, Chrome, Firefox, and Safari.
- D. The system **must not** require additional browser plug-ins, add-ons, or helper applications.
- E. The system **must** provide a user-friendly administrative interface with automated workflows for common functions (e.g. COEs, Reports, etc.).
- F. 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, and security rules and restrictions.
2. The capability to import 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 IDENTIFICATION NUMBERS

- A. The system **must** be capable of generating a unique identification number for all migrant students without the use of Social Security Numbers.
- B. The system **must** be able to accommodate 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.
- D. The system **must** be able to accommodate Migrant Student Information Exchange (MSIX) IDs including support for reporting and resolving MSIX duplicates to both the Arkansas Migrant Education Program (MEP) staff and MSIX.
- E. The system **must** have automated support for resolving duplicate records and merging information when appropriate.
- F. 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 for the collection, access, retention, and maintenance of all data needed for running the MEP, including but not limited to:
  1. All data on the national Certificate of Eligibility (COE), including customizations for the State
  2. Signatures for families and MEP personnel
  3. All data required by MSIX
  4. All service provision data, supporting documents, and needs assessments
  5. Other data relevant to the MEP that may be specified from time to time
- B. The system **must** support nightly updates of Course History and Assessment data for all eligible students from Triand.
- C. The system **must** support periodic imports of Course History, Assessment, and some demographic data from the Statewide Information System (SIS).
- D. All data changes via imports **must** be fully logged.
- E. The system **must** support a RESTful API to facilitate the retrieval of an up to date list of eligible migrant students from the SIS.

- F. The system **must** support data validations for all elements as specified by the Arkansas Migrant Education Program in this RFP. Additional data validation may occasionally be specified by the State and **must** be added to the system in a timely manner.

## 2.8 CERTIFICATE OF ELIGIBILITY REQUIREMENTS

- A. The system **must** capture, validate, and display all the COE information outlined in this section including but not limited to:

- COE Date
- School District
- COE ID
- Audited by
- Interviewer
- Interviewee name
- Obtained from
- Current parent or guardian names
- Legal parent names
- Residency date
- Current address
- Current city
- Current state
- Current zip
- Current phone
- Work phone
- Home base address
- Home base city
- Home base state
- Home base zip
- From school district
- From city
- From State
- From Country
- To school district
- To City
- To State
- Who the children moved with
- The worker's name
- Worker's relationship to children
- Children moved date
- Worker moved date
- Qualifying arrival date
- Date worker moved due to economic necessity
- From school district
- From city
- From State
- From Country
- To school district
- To City
- To State
- Whether the worker subsequently engaged in qualifying work.
- Qualifying activity
- Temporary/Seasonal
- Fishing/Agricultural
- Personal Subsistence
- Temporary work verification method
- General comments
- Comments about children joining worker
- Comments about engaging qualifying work
- Comments about seeking qualifying work
- Comments about qualifying work
- Worker's statement about temporary employment
- Employer's statement about temporary employment
- Comments for parent/guardian signature clarification

- B. The system **must** provide a COE review process that allows for a customizable number of review steps which may vary by school, region, or personnel.
- C. The system **must** provide for a COE Log that can document each transition of the approval process.
- D. The system **must** support the enabling and disabling or showing and hiding of various parts of the user interface based upon data entered. For example, if interviewee answers "yes" to a particular question, it may prompt them to answer additional follow up questions. If they answer no, it proceeds to the next question on the list.
- E. The system **must** support scanning documents as attachments to the COE.
- F. The system **must** support attaching digital documents as attachments to the COE.
- G. The system **must** support the collection of the name, signature, and date of signature from interviewees, along with specific wording in multiple languages for them to check off on. The following languages, at minimum, **must** be available in the system: English, Spanish, Marshallese, Vietnamese, Chinese, Karen, Tai, Hmong, Arabic, and Laotian.

- H. The system **must** collect the name, signature, and date of signature from all staff members who review the COEs.
- I. The system **must** support the capturing of reusable signatures for staff so that they do not have to physically sign each COE.
- J. The system **must** collect, at minimum, the following information for each student:
- Last Name
  - Last Name 2
  - Suffix
  - First Name
  - Middle
  - Sex
  - Birthdate
  - Birthdate verification
  - Multiple birth
  - Birth city
  - Birth state
  - Birth country
  - Grade
  - Race
  - Enroll date
  - Enroll type
  - Facility, entered either by code or name
  - Funding date
  - District of residence
  - Comments
  - AR State student ID

## 2.9 STUDENT DATA REQUIREMENTS

- A. In addition to the student data for the COE, additional student data **must** also be collected and maintained, including but not limited to:

1. Designated graduation school
2. Graduation/HSE indicator and date
3. Legal parents
4. Current parents – separate from COEs as needed
5. Current address – separate from COEs as needed
6. Mailing address – separate from COEs as needed
7. Document scans
8. Digital document attachments
9. A historical list of all enrollments for the student in the MEP and associated schools and programs with data including but not limited to:
  - School
  - Enroll Date
  - Withdrawal Date
  - Enrollment Type (not limited to MSIX enrollment types)
  - Grade
  - Days enrolled
  - Days present
  - Immunization available
  - Algebra 1 indicator
  - Out of state transcript indicator
  - Termination type
  - Termination date
  - Residency date override
  - Residency verification date
  - Comments

10. A historical list of all assessments for the student with data including but not limited to:
  - Assessment name
  - Score
  - Date
  - Score interpretation
  
11. A historical list of all services and supplemental programs provided to the student with data including but not limited to:
 

|   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Program/Service name</li> <li>• Start Date</li> <li>• End Date</li> <li>• Hours</li> </ul> | <ul style="list-style-type: none"> <li>• Funding code</li> <li>• Provider</li> <li>• Certification</li> </ul> |
|---|---|
  
12. A historical list of all course history for the student with data including but not limited to:
 

|   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Subject</li> <li>• Course name</li> <li>• Course type</li> <li>• Grade level</li> <li>• Course section</li> <li>• Term type</li> </ul> | <ul style="list-style-type: none"> <li>• School year</li> <li>• Clock hours</li> <li>• Grade to date</li> <li>• Final grade</li> <li>• Credits granted</li> </ul> |
|---|---|
  
13. A historical list of risk assessments with data including but not limited to:
 

|  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Attendance</li> <li>• Grades</li> <li>• Retention</li> <li>• Credit deficient</li> <li>• Education interrupted</li> <li>• Mobility</li> </ul> | <ul style="list-style-type: none"> <li>• LEP</li> <li>• Achievement scores</li> <li>• Below modal grade</li> <li>• School request</li> <li>• Priority for service</li> <li>• Comments</li> </ul> |
|--|--|

## 2.10 USER ROLES AND PERMISSIONS

- 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 following user roles:
  1. Administrator (Approximately 97)
  2. Resource Administrator (Approximately 3)
  3. State Level User (Approximately 5)
  4. Verifier (Approximately 3)
  5. District Recruiters (Approximately 97)
  6. District Users (Approximately 55)
  7. Regional Recruiters (Approximately 13)
  
- B. ADE **must** be able to customize user roles from all available permissions. Required functionality for a user role may vary by district or region.

- C. The system **must** allow for the creation and customization of new user roles and access levels.
- D. The system **must** support the notion of individual, granular permissions such as “can view district A”, “can alter facility B”, or “can run report C”.
- E. Permissions **must** be assignable to individual users or used to create ad hoc roles out of sets of permissions.
- F. Users **must** be able to have multiple roles so that permissions for any particular user can be composed out of reusable roles.
- G. Individual permissions **must** be able to control access to functions including but not limited to:
  - 1. Fields that may be filtered in a report.
  - 2. Specific values that may be supplied as a filter.
  - 3. Operators that may be used as a reporting filter.
  - 4. Code tables that may be edited.
  - 5. Pages that can be accessed in the web app.
  - 6. Panels that can be accessed in native apps.
  - 7. Reports that are visible.
  - 8. Classes of students that can be viewed.
  - 9. Classes of students that can be altered.
  - 10. Classes of COEs that can be viewed.
  - 11. Classes of COEs that can be altered.
  - 12. Classes of enrollments that can be viewed.
  - 13. Classes of enrollments that can be altered.
- H. User roles and permissions for the approximately 300 initial users **must** be set up in the system at time of Go-Live.

## 2.11 MSIX REQUIREMENTS

- A. The Contractor **shall** provide MSIX certification for the system.
- B. The system **must** include a complete interface to the Migrant Student Information Exchange (MSIX) operated by the federal Office of Migrant Education (OME).
- C. The system **must** submit full and complete information on a nightly basis for all students updated since the last submission.
- D. The system **must** process all MSIX response files and alert appropriate personnel for all reported errors.

- E. The system **must** process all MSIX merge files and convey merge information as appropriate to state personnel.
- F. The Contractor **shall** provide support to the State to investigate any discrepancies in the data submitted to MSIX.
- G. The Contractor **shall** provide custom report development to assist in the analysis of any discrepancies between student counts for the State and MSIX.

## 2.12 REPORTING

- A. The system **must**, at minimum, produce the following reports:
  - 1. EdFacts Reports - Produce the EdFacts CSV file for each of the files, below:
    - 054
    - 121
    - 122
    - 145
    - 165
  - 2. COE Log Report - Displays the COE Log for COEs signed during a time period.
  - 3. Credit Deficiencies Report - Provides a list of students with credit deficiency testing.
  - 4. Eligible for Free Lunch - Provides a list of all eligible students for the free lunch program's use.
  - 5. Enrollment List by Grade - Provides a list of all students enrolled during a time period.
  - 6. Enrollments with No Services - Data Quality report used to find enrollments with no services associated with them.
  - 7. Funding Formula Counts - Provides funding formula data by region and district for use in the funding formula.
  - 8. Funding Formula Count Breakout - Provides funding formula data by region and district with breakouts for K-12 and Residency Only.
  - 9. K-12 Enrollment List - Provides a list of students enrolled in grades K-12.
  - 10. Migrant Enrolled and Residing - Provides a list of migrant students enrolled and residing during a time period.
  - 11. Migrant Family Counts - Summarizes Family and Student demographic data.
  - 12. Child Count Reconciliation - Data quality report used to find differences for the child count reconciliation process.
  - 13. Priority for Service List - Provides a list of all priority for service students for a time period.
  - 14. Random Student Sample - Provides a random sample of students.
  - 15. Secondary Student List - Provides a list of students enrolled in grades 9-12.

16. State Assessment Summary - Provides the number of students tested, how many scored proficient, and how many were priority for service.
  17. Students Missing Enroll Dates - Data quality report used to find enrollments with missing enroll dates.
  18. Students with New Enrollments - Provides a list of students who are newly enrolled in the time period.
  19. Students without a Specific SP - Data quality report used to find students missing specific services.
- 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. The system **must** support the export of any report to JSON via RESTful web services without developer involvement.
- F. 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.
- G. The System **must** have the ability to batch print reports, allow advanced filtering, and set customized print-outs.
- H. 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.

## 2.13 REQUIRED INTERFACES

- A. The system **must** provide an automated import interface for Assessments and Course History in CSV format from ADE's Statewide Information System (SIS). Information is pulled from a warehouse in a CSV format.

- B. The system **must** provide an interface for importing Assessments and Course History from the Triand system.

#### 2.14 DATA CONVERSION

- A. The Contractor **shall** be responsible for converting approximately 3GB of historical data including scanned and electronic documents and approximately 3 million rows of student data. Data is stored in a Firebird database in Firebird native format. There are several dozen tables and each table may have a dozen to several dozen data points.
- B. The converted data **must** be available for use at time of Go Live as if that information had been originally captured by the System.

#### 2.15 ONGOING MAINTENANCE AND ENHANCEMENTS

- 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.
- E. Maintenance **must** include changes required to maintain compatibility with MSIX, ADE systems, or Triand.
- F. Maintenance **must** include any enhancements, additions, changes, or customizations relevant to the MEP.

#### 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. The Contractor **shall** provide annual training for approximately 165 State and School District employees. Number of employees to train may fluctuate on a yearly basis.
- D. Training may be conducted via teleconference in either group or one on one sessions.
- E. 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.
- F. 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.
- G. 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

- H. If 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

## 2.18 STAFFING AND KEY PERSONNEL

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.

### A. Project Manager

The Contractor **shall** include in the Staffing Plan a Project Manager. The Project Manager shall, at a minimum:

1. Have three (3) years of project management experience working with the implementation of a Migrant Student System of similar size and scope to this RFP.
2. Serve as the primary point of contact for the Contractor during the Implementation phase of the project.
3. Provide the complete project timeline schedule with all the related tasks during the schedule management phase.
4. Coordinate between various stakeholders.
5. Manage the total project (i.e. delivery, customization and implementation, coordination for site preparation, and networking).
6. Ensure synchronization of all the activities of the project (i.e. development, implementation, training etc.).

### B. 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.

### C. 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.

- D. 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.
- E. 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.

## 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. ADE may choose to hold any 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, and School Districts as needed.
  - 6. A plan by which the system will Go-Live no later than September 1st, 2021.
- 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
  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 daily backup reflecting that day's processed information, Monday through Sunday.
      - ii. The system **must** maintain five (5) 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.

## 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)<sup>2</sup>) 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 the Family Educational Rights and Privacy Act (FERPA).
  - 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 system **must** be configurable to lock out an operator after a State-assigned number of failed attempts to log in.
  - N. 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

- 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 180 days.
- Reset the user ID if the password is not changed at 120 days after creation.

## 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 a Migrant Student Data 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 PERFORMANCE STANDARDS

- A. *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards (See Table 1: Performance Standards).
- B. State law requires that qualifying contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **shall** meet in order to avoid assessment of damages.
- C. 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.
- 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.

Table 1: Performance Standards

| Service Criteria                                       | Acceptable Performance  | Damages for Insufficient Performance  |
|--|---|---|
| <b>System Uptime</b>                                   | The system <b>must</b> maintain a 99% uptime, excluding scheduled downtime for maintenance.   | \$1,000.00 for each month that the System does not meet the required availability.  |
| <b>System Response Time</b>                            | The system <b>must</b> have a ninety (90) percent or greater sub 400 millisecond page response time. The system <b>must</b> have a ninety (90) percent or greater sub 400 millisecond response time for API calls.  | <ul style="list-style-type: none"> <li>✦ 85% to 89.9% - 1% of Monthly Total Cost</li> <li>✦ 80% to 84.9% - 2% of Monthly Total Cost</li> <li>✦ 75% to 79.9% - 3% of Monthly Total Cost</li> </ul> Below 75% may be grounds for contract termination   |
| <b>Assessment and Course History Import Processing</b> | Assessments and Course History <b>must</b> be imported to the Migrant Education Database from the SIS on a nightly basis.   | \$100.00 per day, per assessment file, for each day a file is late.   |
| <b>Data Conversion</b>                                 | 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.   |
| <b>Requirements Plans</b>                              | All required plans <b>shall</b> be submitted and finalized within the timeframe allowed for in the RFP. This <b>shall</b> include, but not be limited to: The Maintenance Plan, User & Technical Support Plan, Training Plan, Staffing Plan, Implementation Plan, Testing Plan, Disaster Recovery Plan, and Data Security Plan. | \$250 per day, per plan, for each day that plan is late.  |
| <b>Technical Support Response Times</b>                | Provide resolution to Emergency/High Priority Issues within twenty-four (24) hours.<br><br>Provide resolution to Medium Priority Issues within seventy-two (72) hours.<br><br>Provide resolution to Low Priority Issues within one (1) week.  | \$500.00 credit for each hour past twenty-four (24) hours a High Priority Issue was not resolved.<br><br>\$250.00 credit for each hour over seventy-two (72) hours a Medium Priority Issue was not resolved.<br><br>\$100.00 credit for each day over one (1) week a Low Priority Issue was not resolved. |
| <b>Go-Live</b>   | Fully-functioning system <b>must</b> be delivered by September 1st, 2021.   | 1% of the implementation cost for each week that the system is late past the Go-Live date.  |
| <b>Testing</b>   | 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.  |

|                          |   |  |
|--------------------------|---|--|
| <b>Disaster Recovery</b> | The Contractor <b>shall</b> 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 one (1) day of any disaster. | \$500.00 per day for each day over one (1) day that the system is down.                            |
| <b>Data Breach</b>       | The Contractor <b>shall</b> 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 – 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 nothing in the proposal is responsive in relation to the evaluation factor or the proposal affirmatively shows that it is unacceptable in relation to the evaluation factor. | No Confidence                   |

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus 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                          | 4%                                | 28                                |
| E.2 System Performance Requirements                | 15                          | 5%                                | 35                                |
| E.3 Hosting  | 10                          | 3%                                | 21                                |
| E.4 System Access                                  | 20                          | 7%                                | 49                                |
| E.5 Student Identification Numbers                 | 15                          | 4%                                | 28                                |
| E.6 System Requirements                            | 5                           | 7%                                | 49                                |
| E.7 COE Requirements                               | 5                           | 6%                                | 42                                |
| E.8 Student Data Requirements                      | 5                           | 5%                                | 35                                |
| E.9 User Roles & Permissions                       | 5                           | 3%                                | 21                                |
| E.10 MSIX Requirements                             | 5                           | 5%                                | 35                                |
| E.11 Reporting                                     | 25                          | 5%                                | 35                                |
| E.12 Required Interfaces                           | 5                           | 5%                                | 35                                |
| E.13 Data Conversion                               | 5                           | 5%                                | 35                                |
| E.14 Ongoing Maintenance                           | 5                           | 5%                                | 35                                |
| E.15 Ongoing User & Technical Support              | 5                           | 3%                                | 21                                |
| E.16 Training                                      | 5                           | 2%                                | 14                                |
| E.17 Staffing and Key Personnel                    | 5                           | 2%                                | 14                                |
| E.18 Implementation                                | 5                           | 3%                                | 21                                |
| E.19 Testing                                       | 5                           | 2%                                | 14                                |
| E.20 Disaster Recovery                             | 5                           | 7%                                | 49                                |
| E.21 Data Security                                 | 5                           | 7%                                | 49                                |
| E.22 Data Ownership and End of Contract Transition | 10                          | 5%                                | 35                                |
| <b>Total Technical Score</b>                       | <b>160</b>                  | <b>100%</b>                       | <b>700</b>                        |

\*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 ORAL PRESENTATION/DEMONSTRATION SCORE

- A. The three (3) Prospective Contractors with the top Technical proposal scores after the completion of the technical proposal evaluation will be contacted to schedule an oral presentation/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 oral presentation/demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the oral presentation/demonstration and revise their individual scores on the Post-Demonstration Consensus Score Sheet based on the information provided during the oral presentation/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.

### 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 Solicitation 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:

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

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. The State may move forward to discussions with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

|   | Maximum Points Possible |
|---|-------------------------|
| Technical Proposal                        | 700                     |
| Cost                                      | 300                     |
| <b>Maximum Possible Grand Total Score</b> | <b>1,000</b>            |

### 3.5 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

The submission of a *Technical Proposal Packet* signifies the Prospective Contractor's understanding and agreement that some subjective value judgments will be made during the evaluation and scoring of the Technical Proposals.