Kalamazoo Regional Educational Service Agency (KRESA) with The Center for Educational Performance and Information (CEPI) in collaboration are soliciting sealed proposals for:

Early Childhood API-Based Reporting System

RFP Issue Date: October 24, 2018
Proposal Due: November 12, 2018 3PM

This is a Request for Proposal (RFP) to establish a contract with a qualified vendor for the design and development of technology methods that support the submission of Early Childhood data for state reporting purposes via an Application Programming Interface (API) connection. Vendors must respond to all sections of the RFP. Vendors may partner with another provider to supply a complete and turnkey solution. If your response contains proposed services from multiple providers, all responding parties must be clearly identified and a synopsis of the partner relationship as well as the party that will serve as the prime vendor/contact for KRESA must be detailed. This RFP is being executed by Kalamazoo RESA with support from the state of Michigan's Center for Educational Performance and Information (CEPI). Potential Vendors identified through this solicitation will provide proposals for implementing a full-featured system that provides an Ed-Fi/CEDS-based API to accept Early Childhood data, a database model to store the data, and a management interface that allow for configuration, monitoring and reporting. These new features will be targeted to address the needs of CEPI's Early Childhood Data Collection as well as that of up to six additional states.

The proposal document shall be submitted in its entirety, in a properly identified and sealed envelope to the address provided below. Proposals must be properly received by the due date/time. Proposals received after the bid opening will be rejected.

Mailing Address & Submission Instructions

Number of Copies Required: Proposals must be submitted as follows:
Late proposals will not be accepted.

Printed signed original, (2) Printed copies, (1) Electronic copy clearly marked with company name, including Appendix A in Excel format to:

Kalamazoo Regional Educational Service Agency
Attn: Don Dailey
1819 E. Milham Ave.
Portage, MI 49002

All proposals shall be delivered in a sealed package with the wording **"Early Childhood Reporting System"** clearly marked on the outside of the envelope/package. The wording **"ORIGINAL"** is to appear on the outside of the binder containing the original signed proposal. Proposals **may not** be delivered via facsimile or email.

All proposals MUST be recorded on the proposal response sheets provided in this RFP document; supplemental information may be provided and referenced on the response sheets, but only numbers on the response sheets will be recorded and evaluated.

Proposals shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the Proposer or any employee of the Proposer and any member of the KRESA Board of Education or superintendent. The Owner shall not accept a Proposal that does not include this sworn and notarized disclosure statement. The Familial Form must accompany your bid proposal (see Appendix A).

In accordance with the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012, all vendors must execute the "Iran Linked Business Affidavit" and include it in their proposals (see Appendix A).

Bids will be publicly opened and read at the Kalamazoo RESA offices at the address listed above at 3pm on November 12, 2018.

RFP Clarification and Addenda

All questions/discussions regarding this RFP while it is in progress (from the time vendors receive this RFP until selection decision is made) should be via email and directed to the Michigan Data Hub support email at support@midatahub.org. Vendors may not contact Kalamazoo RESA or CEPI staff directly during this RFP process.

All questions and responses will be posted publicly on the Michigan Data Hub website at www.midatahub.org/rfp.

The Michigan Data Hub Team

About CEPI

The Center for Educational Performance and Information (CEPI) was established by the State of Michigan to coordinate collections, connections and reporting of education data in Michigan from early childhood to K-12 and postsecondary education, and into the workforce. CEPI facilitates efficient data gathering to reduce the administrative burden on reporting entities while ensuring student privacy.

CEPI helps intermediate school districts (ISDs), school districts and schools comply with federal and state reporting requirements using its sophisticated longitudinal data system that connects the data in powerful ways. CEPI also helps parents, educators and policy makers make decisions that can improve student outcomes. To collect data for these purposes, CEPI currently implements the Michigan Student Data System (MSDS) collection, which includes an Early Childhood data collection.

CEPI has two offices that work together to accomplish CEPI's mission:

The Office of Integration Support (OIS) has two main functions it supports for CEPI's mission:

1. Activities centered around collection of the data that CEPI is responsible for storing, analyzing and distributing. This includes responsibility for the secure online applications that collects data for the State of Michigan. The various applications collect data surrounding student information, transcript, crime and safety, financial, and personnel data. The OIS ensures that all data is collected in compliance with state and federal laws.

2. The strategic support of the data being collected, transformed and released. Activities within this responsibility include system development, data quality and assurance, project coordination and data governance.

The Office of Analytics and Reporting (OAR) also has two main functions:

1. Development and maintenance of the Michigan Student Longitudinal Data System (MSLDS). The MSLDS is the data warehouse that stores data collected by CEPI and other state agencies in formats and structures that allow for meaningful data analysis and timely, efficient distribution.

2. Perform activities centered on making data available and actionable for CEPI's customers. Data is made available multiple ways including through the MI School Data portal, custom-created researcher files, prepared .csv and spreadsheet files, direct presentations and others.

About Kalamazoo RESA

Kalamazoo RESA (KRESA) is a Michigan intermediate school district (ISD) that services the 9 local school districts in Kalamazoo County. KRESA has served as fiscal agent for the Michigan Data Hub (MiDataHub) and serves as one of the 5 data hub hosting locations. KRESA will serve as the lead in the Early Childhood API-Based Reporting System and will manage the RFP process.

General Terms and Conditions

Intent

This request for proposal covers the design, implementation, testing, support and warranty for the solution.

RFP Timeline and Project Schedule

The targeted timeline for this RFP is as follows:

October 24, 2018	RFP Release and Announcement
October 31, 2018	Notification of participation on the technical assistance teleconference must be received
November 1, 2018	Deadline for Vendor Questions
November 1, 2018	Technical Assistance Teleconference
November 5, 2018	Release of RFP Addendum- address questions and items discussed in the Technical Assistance Teleconference
November 12, 2018	Proposal due date
November 12th-18th, 2018	Initial review and preliminary selection by the parties
Week of November 19, 2018	Reference checking of finalists
Week of November 19, 2018	Vendor Interviews- Finalists
Week of November 19, 2018	Best and Final offer
Week of November 19, 2018	Final Selection Committee meeting and Recommendation
Week of November 19, 2018	Award Announced
Week of November 19, 2018	Contract Negotiations
December 1, 2019	Work Begins
June 30, 2019	Project work Completion

Respondents should be prepared in the week of November 19th to interview with the selection team if selected and have a presentation ready for the interview.

Instructions to the Bidders

This RFP includes standard legal and other important instructions. Respondents must be careful to adhere to all items. Failure to do so may result in a proposal being rejected.

1. **Examination of Proposal Document** -Before submitting a proposal, proposers shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The proposer shall indicate in the proposal the sum to cover the cost of all items included on the proposal form that the vendor plans to address. It is not a requirement to address all categories, but within a category a vendor should address all items.
2. **Preparation of Proposal** -The proposal shall be legibly prepared in ink or typed. The proposal shall be legally signed, and the complete address of the proposer given thereon. All proposals shall be tightly sealed and plainly marked sealed proposal and identified by project name, bid opening date and time. Proposals opened by mistake, due to improper identification, will be so documented and resealed. Kalamazoo RESA will maintain and guarantee confidentiality of the contents until the specified opening date and time.
3. **Additional Charges** - No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order and all costs for shipping and insurance costs.
4. **Unit Pricing** -In those cases where unit prices differ from total prices, unit prices shall prevail.
5. **Federal or State Excise, Use or Other Taxes** - KKRESA is tax exempt. Do not include Federal, State, or Local taxes in your bid price except as related to enhancements to real property.

6. **Acceptance of Proposals** - KRESA reserves the right to accept or reject any or all bids, either in whole or in part; To award contract to other than low bidder; To award portions of the contract to multiple bidders; To waive any irregularities and/or informalities; And in general, to make awards in any manner deemed to be in the best interest of the Activity.
7. **Required Responses** -On a per item basis, Respondents must clearly indicate whether their proposed work product includes functionality for the items included in the required and preferred feature sections. Should a required feature(s) not be supported, Respondents should propose alternate solutions.
8. **Confidentiality** - During the selection process, save pricing information, proposals will be kept confidential. At the end of the selection process, Respondents should be aware that any submitted proposal is subject to Freedom of Information Act Requests. As such, KRESA cannot enter into any confidentiality agreement regarding the contents of any proposal.

Intent to Respond

Each Proposer who intends to submit a Proposal in response to this RFP may submit, via email, an "Intent to Respond" to support@midatahub.org with the subject line "Early Childhood Reporting System RFP Intent to Respond – firm name." The intent to respond shall include the name of the Proposer, the name of the contact person, and that person's email address. CEPI and KRESA intend to communicate with Proposers via email, including with respect to RFP clarifications and addenda. Those Proposers who fail to properly provide an intent to respond are not precluded from bidding; however, they will be solely responsible for obtaining any such information in an alternative manner.

Proposal Format

a) Executive Summary
b) Company background and local organization support – see items 2-9 below.
c) Discovery Plan
d) Development Plan
e) Software Installation Plan
f) Testing Plan
g) System Documentation
h) Staffing Plan including resumes for the proposed team members
i) Completed Vendor Response Forms (Appendices A)

Additional information may be provided at the vendor's discretion.

Vendors are required to address all the requests below and to provide samples or screen shots when appropriate. If providing an attachment, please clearly identify it.

1 **Executive Summary**

Please provide a **brief** summary of why KRESA should select your solution and you as their vendor; include a brief summary of your experience related to information intensive websites and creating data display templates. **Required**

2 **General Corporate and Contact Information.**

2.1 Provide the legal name of vendor's firm, the address of vendor's principal place of business and website address. **Required**

2.2 Provide the legal name of any parent company, their address. **Required**

2.3 Provide the contact information for the person responsible for this proposal including name, title, address, telephone number, fax and email address. **Required**

2.4 If different from the contact information provided above, provide the contact information for the individual duly authorized to enter into an agreement on behalf of your organization. **Required**

2.5 Provide a brief corporate history including ownership information / structure, description of major business ventures. **Required**

2.6 Provide information on / proof of financial stability. **Optional**

2.7 Has your company had any contract terminated for contractor default in the last 3 years? If yes, explain when and the reasons for the termination. **Required**

2.8 Describe any specific restructuring, acquisitions, mergers and/or downsizing with vendor's firm that have occurred during the past three years or is anticipated in the next year, noting potential impacts to delivering the requirements of this RFP. **Required**

2.9 Describe any current lawsuits, legal actions or governmental investigations against your company initiated by customers. **Required**

3 **Similar Projects**

3.1 Contractor must evidence of similar projects that have been performed over the last 3 years. **Required**

3.2 If the award of any resulting contract will increase your gross revenue by more than 25%, from the last year's sales, explain how you will scale up to manage this increase. **Required**

4 **Vendor Experience and History.**

4.1 Indicate how long vendor has been performing the services requested in this RFP. Provide a description of vendor's qualifications to meet the specifications, including a history of vendor's prior experience in this area. **Required**

4.2 Describe your organization's Educational Data industry experience. Please provide examples of your work and references. **Required**

4.3 Describe your overarching software methodologies, processes, types of tools (and why) and documentation. How does your organization utilize best practices for Web implementations? Share how you stay abreast of changing practices within the industry as well as the Web and digital marketing generally. Address the categories below at a minimum: **Required**

- Strategic coordination between agency, partners, client and its stakeholders
- Project management change management and revisions cycles
- Software lifecycle methodologies - agile vs waterfall approaches
- User Experience
- Software – if third party software, must include perpetual license for the level of access needed for this project.
- Deployment
- Testing

4.4 Quality Assurance Plan.

Detail a Quality Assurance Plan that lists the methods by which the Vendor will guarantee the delivery and quality of services to Company – before, during and after implementation. **Required**

5 **Product Roadmap.**

Describe your product vision and your product roadmap. Outline plans and process including anything new or additional. Vendor should be able to demonstrate how they are continually improving their tools/skills to keep up with changes in the Education Data industry and ever-evolving Web technology such as responsive design, template development and Content Management Systems. Describe how you ensure your solutions are state of the art and can evolve with future enhanced technologies. **Required**

6 **Vendor Client List / References.**

Please provide 3 reference sites with URLs and contacts (name/ title/ organization/ telephone number/ email) at organizations using your services for scope similar to this initiative (i.e. – Information Web sites). A combination of recent implementations (within the last year) and long-term clients is requested. Include as an Appendix to your response. **Required**

- Company Name
- Contact Name
- Contact Role at the time of the project
- Contact Phone Number
- Contact Email
- City, State, Zip Code
- Project Name and Description of the scope of the project
- What role did your company play
- How is the project experience relevant to the subject of this RFP
- Start and end dates of the project
- Current Status (completed, live, other – please specify)
- Results that were achieved

7 **Sample Terms and Conditions.**

Provide standard contract documents with all standard clauses / addendums, for your product and services. include as an Appendix to your response. **Required**

8 **Principal Place of Business.**

The Contractor must identify the location (city, state and zip code) that would have primary responsibility for this account if awarded the contract. **Required**

9 Product **Support.**

Respondents shall outline their product support for system bugs and enhancements. The data integration activity staff prefers the following:

- Documentation for all features developed on our behalf, including those areas where periodic changes will need to be made
- Identification of any areas which the vendor considers proprietary and that we would not be able to redistribute without permission

- Release notes indicating which features are being included in each development push
- Ability to test updates in our QA site prior to deployment to production
- At least a 1-year period upon which the vendor will correct bugs identified in their development work

Evaluation Criteria

A winning proposal will be selected based on the following criteria:

1. Vendor's ability to meet the functional requirements of this RFP.
2. Vendor's commitment and experience in successfully performing similar engagements.
3. Vendor's financial stability.
4. Vendor's cost for performing the requirements of this RFP.
5. Overall fit and functionality of the proposed solution.
6. Lead times and delivery schedules.
7. Trust and fit with proposing vendor and applicable partners.
8. Vendor and applicable partners references.
9. Reputation for and vendor validation of prompt, courteous and effective service.
10. Compatibility with strategic vision and values of CEPI.
11. Training, implementation and support models.
12. Technical merits of proposed application architecture

Performance Bond

KRESA may require the selected vendor to provide a performance bond upon award of the contract. This bond shall be equal in amount to the Total Price to KRESA of purchased services. The Surety of the bond shall remain in effect until all acceptances of purchased services have been executed by KRESA. In the event that the vendor(s) fails to perform its obligations under any contract between the vendor(s) and KRESA, the bond shall be paid to KRESA. The vendor(s) further agrees to save and hold harmless KRESA and agents from all liability and damages of every description in connection with any subsequent contracts.

Discrepancies, Omissions or Interpretations

Any interpretation, correction, or change of the proposal or contract documents will be made by written addendum by KRESA and issued by KRESA. Interpretations, corrections, or changes of the document made in any other manner will not be binding. Addenda will be mailed or delivered to all who are known by KRESA to have received contract documents.

If any provisions of this RFP shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Contract Period

The contract award resulting from this Request for Proposal shall cover the entire implementation period through post-go-live support.

Insurance

The Vendor must have adequate insurance, for damage or loss, for all equipment and other valuables, until KRESA receives good and clear title. In defining insurance coverage, the Vendor shall secure full replacement value for the system without the requirement that KRESA be responsible for any payments or deductibles. If it is necessary to make a claim under this policy, any funds received by the Vendor shall be used to secure replacement software and equipment for KRESA.

The Vendor agrees to hold harmless and defend KRESA and its agents, officials and employees from any liability, claim or injury, related to or caused by fault or negligence of Vendor employees or subcontractors. In order to demonstrate this responsibility, the Vendor shall furnish KRESA with evidence of valid comprehensive general liability insurance coverage in the amount of two million dollars ($2,000,000) for each occurrence for personal injury (including death or dismemberment) and property damage related to or resulting from shipping, installation, operation or removal of the proposed automated system. The insurance policy shall make clear this coverage of KRESA installation. The Vendor must also have professional liability insurance in an amount of at least one million dollars ($1,000,000). The insurance policies shall be initiated prior to the installation of the system and maintained until final acceptance of the system by KRESA according to the prescribed procedures. The Vendor shall furnish to KRESA a copy of the insurance policy(ies) and all subsequent changes or updates.

Each policy described above must be written on an "occurrence", and not on a "claims made" form, and must also include the following additional insured endorsement:

> "Kalamazoo Regional Educational Service Area", all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing, or excess."

Confidential Information

The proposals and supporting materials become the property of KRESA and are subject to public access according to the Michigan Freedom of Information Act, MCL 15.231 et. Seq.

Right to Request Additional Information

KRESA reserves the right to request any additional information that might be deemed necessary during the procurement process.

Rights of Owner

KRESA reserves the right to refuse any or all proposals in their entirety, or to select certain equipment, services or software products from various vendor proposals, based on the best interests of KRESA. KRESA reserves the right in its sole discretion (for this and the other provisions of this RFP) to accept or reject any or all Proposals, in whole or in part, with or without cause. Kalamazoo Regional Educational Service Area reserves the right to waive any irregularity or informality in the RFP process, and the right to award the Contract to other than the Proposer submitting the best financial Proposal. KRESA reserves the right to negotiate with the Proposers concerning their Proposals including requesting best and final offers (BAFO).

Proposal Preparation Costs

The vendor is responsible for any and all costs incurred by the vendor or his/her subcontractors in responding to this Request for Proposal.

System Design Costs

The successful vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base proposal.

Pricing Eligibility Period

All vendor proposals are required to be offered for a term not less than 150 calendar days in duration.

Additional Charges

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include discovery, development, installation, testing, training and any other services required to successfully implement the code base, database and user interface. Under no circumstances will vendor be paid, or reimbursed, for any expenses for entertainment, alcohol or other similar personal expenses, or any other expenses which are illegal.

Turnkey solution

All prices quoted must include all services that will be necessary to make the system specified fully operational for the intent, function and purposes stated herein.

Federal or State sales, excise, or use taxes

KRESA is a tax-exempt entity for all purposes except if the project makes enhancements, and/or additions to real property. The Vendor shall obtain and pay for all permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of this contract.

The Vendor shall be responsible for obtaining all permits and licenses necessary for the proper completion of project. Permits and licenses are available from the appropriate agencies that have jurisdiction. The Vendor shall give all notices, pay all fees, and comply with all laws, ordinances, rules, and regulations bearing on the work. If any of the work of the Vendor is done contrary to such laws, ordinance rules, and regulations, without such notice, the Vendor shall bear all costs arising there from. The Vendor shall include all cost and taxes in its proposal and make proper provisions for payment of all other State and Federal applicable taxes, fees, or other costs. KRESA is NOT automatically exempt from State of Michigan Sales and Use Taxes. KRESA must pay these taxes when materials are to be incorporated into realty. Hence, for materials that are permanently attached, built-in, incorporated, or otherwise made part of the structure, all applicable taxes shall be paid by the Vendor. KRESA is exempt from sales and use taxes if the materials are movable and are not permanently made part of the structure.

Contract Requirements

KRESA considers this RFP legally binding and will require that this Request for Proposal and the resulting Vendor Proposal be included as addenda to any subsequent contracts between the Vendor(s) and KRESA. It should be understood by the Vendor(s) that this means that KRESA expects the Vendor(s) to satisfy substantially all requirements and reports listed herein. Exceptions should be explicitly noted in the Vendor Proposals. Lack of exceptions explicitly noted in the Vendors Proposal will be considered acceptance of all of the specifications as presented in this RFP.

Minimally, the contract must contain the following language and respective components:

A. Identification of Parties to the Agreement Clause - Both the vendor and KRESA shall be clearly identified by name. Neither of the identified parties to the Agreement shall assign or encumber any of its rights, or delegate or subcontract any of its duties defined in the Agreement, in whole or in part, to other third parties unless the other party to the Agreement gives prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by the Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from the Agreement shall bind the identified party and their respective successors and assignees.

B. Entire Agreement Clause - This Agreement, including appendices and referenced attachments, constitutes the entire Agreement between KRESA and Vendor and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

C. Agreement Extension and Modification Clause - The Agreement may be modified or extended in

accordance with the following procedures. In the event that all parties to the Agreement agree that such changes would be of a minor and non-material nature, such changes may be affected by a written statement which describes the situation and is signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to the Agreement to be of a major or complex nature, then the change shall be by formal amendment of the Agreement signed by the parties and made a permanent part of the Agreement.

D. Term of the Agreement Clause - The term of all licenses and support agreements shall be clearly identified in the contract but shall not be for less than one (1) year from the effective date.
E. Applicable and Governing Law Clause - The Agreement shall be subject to all laws of the Federal Government of the United States of America and to the laws of the State of Michigan. All duties of either party shall be legally performable in Michigan. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Michigan, and the form and venue for such disputes shall be of the appropriate district, county or justice court.
F. Notices Clause -All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:
    a. Actually received, or
    b. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party, or
    c. If not actually received, 10 days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out in the section of the Agreement titled "Identification of the Parties to the Agreement" or such other address as the party may have designated by notice or Agreement amendment to the other party, or
    d. Upon delivery by KRESA of the notice to an authorized Vendor representative while at KRESA site.
G. Payment Terms – Payments to the Vendor shall be paid monthly upon approval of the prior month's development activities.

Survival Clause

All duties and responsibilities of any party which, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

Force Majeure Clause

Timely performance is essential to the successful initial implementation and ongoing operation of the system described herein. However, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure.

Force Majeure Requisites

Force majeure shall not be allowed unless:

A. Within three (3) calendar days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.
B. Within seven (7) calendar days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.

120-Day Maximum

Under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) days from the scheduled delivery or completion date of a task, unless by prior [to the one hundred-twenty (120) days] written notice of permission of the other party. Failure to secure this written prior permission, even in the case of force majeure, shall constitute default by the party failing to meet the requirement.

Right of Cancellation

Either party shall have the right to cancel the contract Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. If a cancellation due to a Force Majeure occurs before title passes to KRESA, the Vendor may keep any parts of the system as it can salvage but must remove same at its own expense. If cancellation occurs due to a Force Majeure after title passes to KRESA, the system shall remain with KRESA and the Vendor shall be entitled to any such payments as have accrued according to the payment schedule.

Incorporation by reference

The Vendor shall supply software, equipment, training, and other related services adequate to accomplish the requirements as set forth in the Request for Proposals and the Vendor response to the Request for Proposals. Parties agree that where there is a conflict between terms of this Agreement and the information presented in the referenced documents, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the information presented in the referenced documents, that all terms, conditions and offers presented in the Vendor's proposal shall herein be referenced to the Agreement and shall be binding upon all parties to the Agreement.

Non-Waiver of agreement

It is the option of any party to the Agreement to grant extensions or provide flexibilities to the other party in meeting scheduled tasks or responsibilities defined in the Agreement. Under no circumstances, however, shall any parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the Vendor by KRESA should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

General Indemnification

The Vendor agrees to indemnify, hold harmless and defend the Owner, its Board and its Board members in their official and individual capacities, its successors, assignees, employees, contractors and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the negligent act or willful misconduct of the Vendor, its officers, directors, employees and agents, (ii) any breach of the terms of this Agreement by the Vendor or (iii) any breach of any representation or warranty by the Vendor under this Agreement. Owner agrees to notify Vendor by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Agreement. Vendor shall have the sole right, but not the obligation, to control the defense of any such claim. Owner agrees to provide reasonable assistance to Vendor, at Vendor's expense, in defense of same.

Patents, copyrights, and proprietary rights indemnification

The Vendor, at its own expense, shall completely and entirely defend KRESA from any claim or suit brought against KRESA arising from claims of violation of United States patents or copyrights resulting from the Vendor or KRESA

use of any software, documentation, and/or data developed in connection with the services and products described in this Agreement. KRESA will provide the Vendor with a written notice of any such claim or suit. KRESA will also assist the Vendor, in all reasonable ways, in the preparation of information helpful to the Vendor in defending KRESA against this suit.

In the event that KRESA is required to pay monies, in defending such claims, resulting from the Vendor being uncooperative or unsuccessful in representing KRESA's interest, or in the event that KRESA is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Vendor agrees to fully reimburse for all monies expended in connection with these matters. KRESA retains the right to offset against any amounts owed Vendor any such monies expended by KRESA in defending itself against such claims.
Should a court order be issued against KRESA restricting KRESA's use of any product of a claim, and should the Vendor determine not to further appeal the claim issue, at KRESA's sole option the Vendor shall provide, at the Vendor's sole expense, the following:

A. Purchase for KRESA the rights to continue suing the contested product(s), or
B. Provide substitute products to KRESA which are, in KRESA's sole opinion, of equal or greater quality, or
C. Refund all monies paid to the Vendor for the product(s) subject to the court action. The Vendor shall also pay to KRESA all reasonable related losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

Nondiscrimination by vendors or agents of vendor

Neither the Vendor nor anyone with whom the Vendor shall contract shall discriminate against any person employed or applying for employment concerning the performance of the Vendor responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, sex, religion, age, national origin, or ancestry. A breach of this covenant may be regarded as a default by the Vendor of this Agreement.

Subcontractors

Vendors may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Vendor must obtain written prior approval from KRESA for activities or duties to take place at the KRESA site. In using subcontractors, the Vendor agrees to be responsible for all their acts and omissions to the same extent as if the subcontractors were employees of the Vendor.

Effect of regulation

Should any local, state, or national regulatory authority having jurisdiction over KRESA enter a valid and enforceable order upon KRESA which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive KRESA of a material part of its Agreement with the Vendor. In the event this order results in depriving KRESA of materials or raising their costs beyond that defined in this Agreement, KRESA shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to the Vendor. Should the Agreement be terminated under such circumstances, KRESA shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

Project Management staff designation

The Vendor understands that the successful installation, testing, and operation of the system that is the subject of

this Agreement shall be accomplished by a cooperative effort. To most effectively manage this complicated process, the Vendor shall designate a single representative to act as an ex-officio member of the KRESA project management team and who shall have the authority to act on behalf of the Vendor on all matters pertaining to this Agreement.

In the event that an employee of the Vendor is, in the opinion of KRESA, uncooperative, inept, incompetent, or otherwise unacceptable, the Vendor agrees to remove such person from responsibility in the project. In the event of such a removal, the Vendor shall, within fifteen (15) days, fill this representative vacancy as described above. Regardless of whom the Vendor has designated as the representative, the Vendor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

Assignments

KRESA and the Vendor each binds themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement.

Vendor as independent contractor

It is expressly agreed that the Vendor is not an agent of KRESA but an independent contractor. The Vendor shall not pledge or attempt to pledge the credit of KRESA or in any other way attempt to bind KRESA.

Warranty of fitness for a particular purpose

KRESA has presented detailed technical specifications of the particular purpose for which the software is intended. KRESA has provided detailed descriptions and criteria of how the system can be defined to accomplish particular purpose. KRESA has also defined the procedures and techniques to be employed in testing whether the system has achieved the defined performance of this particular purpose. Given this advanced preparation concerning, and documentation about KRESA's particular purpose, the Vendor at the time this Agreement is in force has (1) reason and opportunity to know the particular purpose for which products are required, and (2) that KRESA is relying on the Vendor's experience and knowledge of these products to provide those which are most suitable and appropriate. Therefore, the Vendor warrants that the system is fit for the purposes for which it is intended as described in this document.

Final Acceptance of the system

The system proposed shall be defined to be finally accepted by KRESA after the development of the software, equipment, training, and successful completion of the following performance examinations: performance examination, system functional competence examination, system capacity examination, full-load processing capacity examination, system availability examination, training, and system documentation. KRESA and its consultants shall be the sole judge of whether all conditions for final acceptance criteria have been met.

Standard forms and contracts

Any forms and contracts the vendor(s) proposes to include as part of any agreement resulting from this proposal between the vendor(s) and KRESA must be submitted as part of the proposal. Any forms and contracts not submitted as part of the proposal and subsequently presented for inclusion may be rejected. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, and support agreements.

Non-collusion Covenant

The Vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with

any firm or person concerning the obtaining of this Agreement. The Vendor certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same services and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

Selection Criterion

KRESA intends to enter into a long-term partnership with a well-established vendor whose products, features, design philosophy and support policies come closest to meeting KRESA's needs. The selected vendor must be a well-established, financially stable firm committed to PK12 in Michigan, will have a commitment to attracting and retaining an excellent staff of technical and product support personnel, and will have a proven track record of support from development planning through implementation and ongoing use. There should also be strong evidence of responsiveness to clients' suggestions for improvements. Finally, there must be a good fit between vendor staff and KRESA's staff to assure a good working relationship.

The Vendors and associated solutions may be evaluated based on the following selection criteria:

- Compliance to Specifications (functional requirements)
- Vendor profile including familiarity with and/or similar applications
- Vendor fit including development services and ongoing support
- Cost

Special Notes

Failure to include in the proposal all information outlined above may be cause for rejection of the proposal.

Gifts, gratuities or kickbacks

Acceptance and the offering of gifts, gratuities or kickbacks from vendors to anyone involved in this procurement process or District employees and their family members or the members of the Board of Education are prohibited.

Project Scope

This request for proposal covers the discovery, creative design, implementation, support and warranty for the solution. The scope of this project is to provide an alternative API-Based data submission process to be used by educational entities statewide that provide Early Childhood services to students in Michigan and up to 6 other states initially (more possibly in the future). We desire to put in place an alternate data collection process to run in parallel initially with the current Early Childhood portion of the MSDS data submission.

The intent of this RFP is to allow each respondent to showcase their innovation, development capability and best practice implementation to the benefit of educational information state data collection. Acknowledging that the specifications are broad enough to allow for multiple ways to accomplish any given task, we will focus less on ‘checklists’ and more on a ‘best fit’ analysis of the proposed solution and more importantly, the selected vendor partner’s capability.

Goals and objectives

The primary goals and objectives for the project are listed below:

1. Work with CEPI and up to six (6) additional state contacts to establish a core set of data fields that must be collected for early childhood data submissions.

2. Recommend, design and implement an Ed-Fi or CEDS-based operational data store (ODS) capable of housing the Early Childhood data as identified.

3. Provide for an API capable of populating the ODS from vendor systems such as ChildPlus and district Student Information Systems (SIS).

4. Work with ChildPlus, SIS and other identified vendors to promote adoption, testing and production use of the API to submit data.

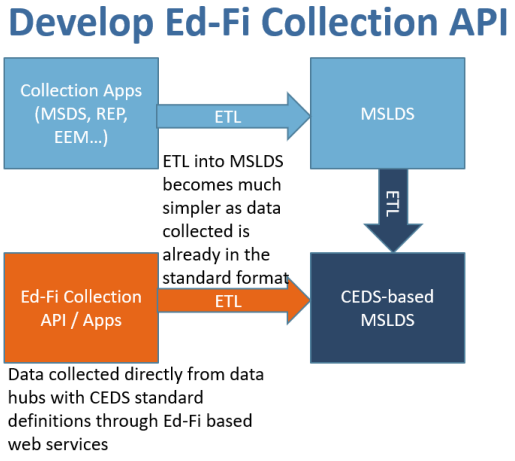
5. Provide a management interface capable of:

    a. provisioning the ODS
    b. provisioning the API credentials
    c. running appropriate error checks
    d. generating reports
    e. monitoring of the data submission process.

Project Background and Current environment

The Michigan Data Hub (MiDataHub), led by Kalamazoo RESA as fiscal agent, has worked to implement the Ed-Fi API and ODS for the use of school districts throughout the state. Building on this work, CEPI has worked to integrate state data systems with MiDataHub. Currently, the state unique identification code (UIC) process, educational entity master (EEM) and Michigan Student Test of Educational Proficiency (M-STEP) are all integrated with the MiDataHub environment.

To further build upon that work, CEPI recognizes the power and value of these open standards and desires to move in the direction of implementing CEDS-Based standards in their own work. The diagram below depicts the current Michigan Student Longitudinal Data System (MSLDS), which was custom built by CEPI based on its reporting needs. CEPI is now working to create a new CEDS-Based MSLDS, which will be the location that the data collected via this API-based reporting system will end up. Once the data lands in the Ed-Fi/CEDS-based ODS and is verified to be clean/error-free, it can then be moved via ETL process to the CEDS-Based MSLDS. For the short-term, it may also be sent via ETL to the legacy MSLDS.



The current MSDS Early Childhood collection leverages the Collection Component Matrix, which details the components that are collected. Each component has linked documents that indicate the individual characteristics/data elements that are collected. Specifically, the Early Childhood collection utilizes the Early Childhood Programs, Personal Core, Personal Demographics, and Submitting Entity components as required; Homeless Demographics and Seclusion & Restraint components as conditional; and Program Participation, SNE and Title III English Language Learner & Immigrant components as optional. Finally, the Michigan Data Hub team has worked to extend the Ed-Fi API and align that framework to the CEPI components and characteristics for all MSDS reporting, including early childhood. That alignment can be found in the Google spreadsheets reference here.

Detailed Technical Requirements

Overall Requirements

These requirements apply to all deliverables that will be produced as a result of this RFP.

Req #	Req Name	Req Description
O.1	Provide technical documentation	All deliverables must be accompanied with technical documentation sufficient to allow CEPI and MiDataHub staff to operate and expand the solution as needed.
O.2	Knowledge transfer	A minimum of one data transfer session will be scheduled to review technical documentation and
O.3	Testing	All deliverables will be tested and verified as functional in a quality assurance (QA) environment prior to deployment in production.

Below are the deliverables that have been identified for each of the five goal areas.

1. Work with CEPI and up to six (6) additional state contacts to establish a core set of data fields that must be collected for early childhood data submissions.

Req #	Requirement Name	Requirement Description
1.1	Work with CEPI and up to six additional states	Many other states also collect early childhood data. Vendor will work with CEPI to identify contacts from up to six additional states and include those contacts/states in the specification development.
1.2	Identify a core set of data fields	Working with all entities, a core set of field specifications will be documented that encompasses the needs of the states involved.
1.3	Resolve duplicate/conflicting field requests	Part of the work of bringing together early childhood data requirements from multiple states will likely identify similar elements that are implemented differently in multiple states. The designed solution will resolve these duplicates in a manner that will allow source systems to conveniently provide the information.

2. Recommend, design and implement an Ed-Fi or CEDS-based operational data store (ODS) capable of housing the Early Childhood data as identified:

Req #	Requirement Name	Requirement Description
2.1	Identify/Create an ODS to house the data	Identify an existing CEDS-Based ODS design or create a new CEDS-Based design to use as the basis for the solution
2.2	Create extensions for Early Childhood fields identified	Extend the ODS design (if selecting an existing design) to address and identified early childhood data elements that have not already been addressed

3. Provide for an API capable of populating the ODS from vendor systems such as ChildPlus and district Student Information Systems (SIS)

Req #	Requirement Name	Requirement Description
3.1	Leverage an existing CEDS/Ed-Fi based API to use as the basis for data interoperability	It is believed that an existing API code set can be used as the starting point of the work. The design will use an existing code-set as a starting point for the work.
3.2	Extend the API	The API will be extended to address any data elements that are not already part of the API code set.
3.3	Connect the API to the ODS	The API code-set will connect to the ODS so that data provided is stored in the ODS and data requested will be pulled from the ODS.

4. Work with ChildPlus, SIS and other identified vendors to promote adoption, testing and production use of the API to submit data.

Req #	Requirement Name	Requirement Description
4.1	Provide a sandbox environment for vendors	A sandbox environment will be created and connected to the QA platform to allow vendors to test API usage.
4.2	Provide API documentation	The sandbox will include Swagger or a similar tool that allows vendors to view the API details and test functionality
4.3	Conduct vendor engagement/training sessions	Conduct vendor engagement and training sessions sufficient to allow ChildPlus, SIS vendors, and other interested parties to develop their integrations.

4.4	Provide vendor development support	Provide for a base level (# of hours) of support to assist up to 10 vendors in using the API to provide the early childhood information needed by the states involved

5. Provide a management interface capable of:
    1. provisioning the ODS
    2. provisioning the API credentials
    3. running appropriate error checks
    4. generating reports
    5. monitoring of the data submission process.

Req #	Req Name	Req Description
5.1	Provide management interface	Create a management interface that allows end users to log in and manage all aspects of the reporting process.
5.2	Provision the ODS	The management interface will provision the ODS at either a statewide or entity level as identified by the project team.
5.3	Provisioning the API credentials	The management interface will provision the API key and secret information that vendors need to interact.
5.4	Running appropriate error checks	The management interface will allow for rules to be created and then run against the data in the ODS to identify issues in the data.
5.5	Generating reports	The management interface will allow for the generation of reports using a standard reporting engine (SSRS for instance)
5.6	Monitoring of the data submission process	The management interface will allow a user to monitor the data submission process to know, at a minimum, if the data has any errors and if it has been successfully accepted.

Professional Services Requirements

Project Management

Respondents must outline their proposed plans for project management, including direct contact information for the key individuals involved. These plans must include a weekly status call and identification of any tools the vendor utilizes to manage projects.

The Vendor understands that the successful installation, testing, and operation of the system that is the subject of this Agreement shall be accomplished by a cooperative effort. To most effectively manage this complicated process, the Vendor shall designate a single representative to act as an ex-officio member of KRESA project management team and who shall have the authority to act on behalf of the Vendor on all matters pertaining to this Agreement. If an employee of the Vendor is, in the opinion of KRESA, uncooperative, inept, incompetent, or otherwise unacceptable, the Vendor agrees to remove such person from responsibility in the project. In the event of such a removal, the Vendor shall, within fifteen (15) days, fill this representative vacancy and indicate who the replacement will be and include an updated resume. Regardless of whom the Vendor has designated as the representative, the

Vendor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

Training/Knowledge Transfer

The successful bidder is expected to train CEPI staff as appropriate on use of newly developed features. Further, a knowledge transfer component should be included where documentation, training, and code walkthroughs are included so that activity staff are able to manage and utilize the work going forward and the vendor will articulate the plan for the transfer.

Ownership of Code and Intellectual Property

All code developed for the project is ultimately considered the property of the Center for Educational Performance and Information (CEPI). If a vendor includes previously developed work that is considered proprietary, the vendor must detail those items and indicate any restrictions on redistribution of the code. In no case should there be any restrictions on the use of such code by any entity in conjunction with work done in the State of Michigan for the Center for Educational Performance and Information or the Michigan Department of Education.

Ownership. Any product or service developed under this agreement must be approved by CEPI, follow CEPI branding guidelines, and identify CEPI as project lead in partnership with MDE with credit given to the grantee and contractors as appropriate. Branding of user support materials should facilitate use by any training provider. CEPI and MDE will have an unlimited license to use, reproduce, and distribute all documents or presentations produced by the project.

Pricing

The Vendor must provide a pricing schedule for the proposed Contract Activities. The pricing schedule should be submitted in a modifiable format (Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.

By submitting its proposal, the Vendor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

See **Appendix A** for vendor response form.

For final contract negotiations, please consider that we may award parts of the overall bid to multiple vendors on a category basis, decline to award entire categories or individual items, award all items to a single vendor, or decline all bids.

Legal Status of Bidder

Certification regarding debarment, suspension and other responsibility matters: The Vendor and/or Bidder certifies to the best of its knowledge and belief that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; Violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; Are not presently

indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offences enumerated above in this certification; And Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; Is not now or has been, within a three-year period preceding this date, been listed on the Excluded Parties List System website (EPLS).

Name of Bidder

Firm Name:	
Address:	
Telephone, Fax & Email Address:	
Name, Signature and Title of Individual Duly Authorized to Execute Contracts:	

Project Name

Project Name:	

Agreements

Kalamazoo RESA and CEPI reserve the right to accept or reject any or all Bids in whole or in part, or to waive any informalities therein. If in the group's opinion it is in the best interest of the Activity, the contract may be awarded to other than the lowest bidder as outlined by the selection criteria included above.

The undersigned acknowledges the following are included with the Bid Proposal for: (initial)

- Pricing Information as Requested Above: _____
- Detailed Development and Project Management Proposal: _____
- Notarized Familial Relationship Disclosure Statement: _____
- Two (2) paper copies of the proposal_____
- Iran Economic Sanctions Act: _____

Local Affiliation (If it pertains):

Do you maintain a permanent office, factory, or other facility in the State of Michigan with employees working in the state? If yes, please provide the address:

_____

Have you paid real or personal property taxes relating to said business in the previous tax year? _____

Pricing Summary

Note: The overall total will be read at the bid opening.

Total for development of all items: _____

Appendix A: Vendor response and pricing (see Excel document)