

Attachment A

to

RFP No. 4457

Mississippi Community College
Board

Technical Requirements

ITS Project No. 46850

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I. GENERAL

A. How to respond to this Section

1. Beginning with Item 12 of this Attachment A, label and respond to each outline point in this section as it is labeled in the RFP.
2. The State is under the impression that Vendors have read and agree to all items in this RFP. Vendors should take exception to items to which they disagree.
3. The Vendor must respond with “WILL COMPLY” or “EXCEPTION” to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification.
4. “WILL COMPLY” indicates that the vendor can and will adhere to the requirement. This response specifies that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.
5. If the Vendor cannot respond with “WILL COMPLY”, then the Vendor must respond with “EXCEPTION”. (See Section V, for additional instructions regarding Vendor exceptions.)
6. Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
7. In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

B. Mandatory Provisions in Technical Requirements for this RFP

8. Certain items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification.
9. Mandatory requirements are those features classified as “**MANDATORY**” in Section VII, Technical Specifications and/or Attachment A. Meeting a mandatory requirement means the Vendor meets the qualifications and experience required and/or request functionality exists in the base solution.
10. **MANDATORY** – Attendance at the Vendor Web Conference on Tuesday, October 18, 2022 at 11:00 a.m. Central Time is mandatory for any Vendor who intends to submit an RFP response. No exceptions will be granted to this requirement. Any proposal received from a Vendor who did not have an authorized representative at the Vendor Conference will be rejected.
 - a. To access the mandatory Vendor Web Conference, Vendor must contact Robert Martinez via email no later than Monday, October 17, 2022 at 12:00 p.m. Central Time to receive instructions on how to enter into the web conference.

C. General Overview and Background

11. The Mississippi Virtual Community College (MSVCC) is a consortium of Mississippi’s 15 community colleges that makes it possible for these colleges to leverage their eLearning resources – including faculty, courses, support services, and technology. Through the MSVCC, students may take courses from community

colleges anywhere in Mississippi while getting support services from a local college. To take a course from a remote (provider) college, a student enrolls at a local (host) community college. The host college supports the student with a full slate of student services, including advisement and counseling, financial aid, and learning resources. The host college awards credit for the course. The remote (provider) college provides the course instruction.

12. The MSVCC is exploring options for an on-demand tutoring 24/7/361 software that fully integrates with canvas. Software would be accessible to all 15 community colleges via a SaaS model for face-to-face and online students. Tutoring site would include screen sharing, audio, video chat and cover a large variety of subjects taught at the community college level.

D. Procurement Goals and Objectives

13. **MANDATORY** - MCCB is currently seeking a vendor to provide a virtual tutoring solution that integrates with the learning management system Canvas and allows for cross student enrollment.

E. Current Environment

14. The current tutoring system is fully integrated into the Canvas learning management system.

F. Cloud or Offsite Hosting Requirements

15. Data Ownership: The State shall own all right, title and interest in all data used by, resulting from, and collected using the services provided. The Vendor shall not access State User accounts, or State Data, except (i) in the course of data center operation related to this solution; (ii) response to service or technical issues; (iii) as required by the express terms of this service; or (iv) at State 's written request.
16. Data Protection: Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Vendor to ensure that there is no inappropriate or unauthorized use of State information at any time. To this end, the Vendor shall safeguard the confidentiality, integrity, and availability of State information and comply with the following conditions:
 - a. All information obtained by the Vendor under this contract shall become and remain property of the State.
 - b. At no time shall any data or processes which either belong to or are intended for the use of State or its officers, agents, or employees be copied, disclosed, or retained by the Vendor or any party related to the Vendor for subsequent use in any transaction that does not include the State.
17. Data Location: The Vendor shall not store or transfer State data outside of the United States. This includes backup data and Disaster Recovery locations. The Vendor will permit its personnel and contractors to access State data remotely only as required to provide technical support.
18. Encryption: The Vendor shall encrypt all non-public data in transit regardless of the transit mechanism.
19. For engagements where the Vendor stores non-public data, the data shall be encrypted at rest. The key location and other key management details will be discussed and negotiated by both parties. Where encryption of data at rest is not possible, the Vendor must describe existing security measures that provide a similar level of protection. Additionally, when the Vendor cannot offer encryption at

rest, it must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach. The policy shall comply with the following requirements:

- a. The policy shall be issued by an insurance company acceptable to the State and valid for the entire term of the contract, inclusive of any term extension(s).
 - b. The Vendor and the State shall reach agreement on the level of liability insurance coverage required.
 - c. The policy shall include, but not be limited to, coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, and liability assumed under an insured contract.
 - d. At a minimum, the policy shall include third party coverage for credit monitoring, notification costs to data breach victims; and regulatory penalties and fines.
 - e. The policy shall apply separately to each insured against whom claim is made or suit is brought subject to the Vendor's limit of liability.
 - f. The policy shall include a provision requiring that the policy cannot be cancelled without thirty (30) days written notice.
 - g. The Vendor shall be responsible for any deductible or self-insured retention contained in the insurance policy.
 - h. The coverage under the policy shall be primary and not in excess to any other insurance carried by the Vendor.
 - i. In the event the Vendor fails to keep in effect at all times the insurance coverage required by this provision, the State may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.
20. Breach Notification and Recovery: Unauthorized access or disclosure of non-public data is considered to be a security breach. The Vendor will provide immediate notification and all communication shall be coordinated with the State. When the Vendor or their sub-contractors are liable for the loss, the Vendor shall bear all costs associated with the investigation, response and recovery from the breach including but not limited to credit monitoring services with a term of at least 3 years, mailing costs, website, and toll free telephone call center services. The State shall not agree to any limitation on liability that relieves a Vendor from its own negligence or to the extent that it creates an obligation on the part of the State to hold a Vendor harmless.
21. Notification of Legal Requests: The Vendor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State. The Vendor shall not respond to subpoenas, service of process, and other legal requests related to the State without first notifying the State unless prohibited by law from providing such notice.
22. Termination and Suspension of Service: In the event of termination of the contract, the Vendor shall implement an orderly return of State data in CSV or XML or another mutually agreeable format. The Vendor shall guarantee the subsequent secure disposal of State data.
- a. Suspension of services: During any period of suspension of this Agreement, for whatever reason, the Vendor shall not take any action to intentionally erase any State data.

- b. Termination of any services or agreement in entirety: In the event of termination of any services or of the agreement in its entirety, the Vendor shall not take any action to intentionally erase any State data for a period of 90 days after the effective date of the termination. After such 90 day period, the Vendor shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, dispose of all State data in its systems or otherwise in its possession or under its control as specified in section 7(d) below. Within this 90 day timeframe, Vendor will continue to secure and back up State data covered under the contract.
 - c. Post-Termination Assistance: The State shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.
 - d. Secure Data Disposal: When requested by the State, the provider shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods. Certificates of destruction shall be provided to the State.
23. Background Checks: The Vendor warrants that it will not utilize any staff members, including sub-contractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty. The Vendor shall promote and maintain an awareness of the importance of securing the State's information among the Vendor's employees and agents.
24. Security Logs and Reports: The Vendor shall allow the State access to system security logs that affect this engagement, its data, and/or processes. This includes the ability to request a report of the activities that a specific user or administrator accessed over a specified period of time as well as the ability for an agency customer to request reports of activities of a specific user associated with that agency. These mechanisms should be defined up front and be available for the entire length of the agreement with the Vendor.
25. Contract Audit: The Vendor shall allow the State to audit conformance including contract terms, system security and data centers as appropriate. The State may perform this audit or contract with a third party at its discretion at the State's expense.
26. Sub-contractor Disclosure: The Vendor shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Vendor, who will be involved in any application development and/or operations.
27. Sub-contractor Compliance: The Vendor must ensure that any agent, including a Vendor or subcontractor, to whom the Vendor provides access agrees to the same restrictions and conditions that apply through this Agreement.
28. Processes and Procedures: The Vendor shall disclose its non-proprietary security processes and technical limitations to the State so that the State can determine if and how adequate protection and flexibility can be attained between the State and the Vendor. For example: virus checking and port sniffing — the State and the Vendor shall understand each other's roles and responsibilities.

29. Operational Metrics: The Vendor and the State shall reach agreement on operational metrics and document said metrics in the Service Level Agreement. At a minimum the SLA shall include:
 - a. Advance notice and change control for major upgrades and system changes
 - b. System availability/uptime guarantee/agreed-upon maintenance downtime
 - c. Recovery Time Objective/Recovery Point Objective
 - d. Security Vulnerability Scanning

G. Vendor Qualifications

30. Vendor shall provide a general overview of its organization and experience as it relates to providing Online Tutoring Services and the facets contained within. Please provide information related to the bullet points below in your narrative and describe the value your potential selection as a vendor would provide to the Mississippi community college system.
 - a. History
 - b. Ownership and principal officers
 - c. Experience pertinent to this request
 1. Offices and locations that would provide direct services and a full description of other resources that will be utilized to complete this project
 - d. Staff to be engaged in supporting the completion of the project and organizational chart. Identify and describe the experience and qualifications of those engaged in the delivery and execution of this request. Provide information regarding the functions to be performed by each of those individuals and any planned contingency arrangements should one or more of these individuals be unable to deliver as expected.
31. Multiple contact points and methods of contacting the provider.
32. Financial status
33. Major claims or lawsuits, if any, pending against the firm or its principals that may impact on the ability to deliver.
34. Vendor shall describe its tutoring values and philosophy. Describe what constitutes a successful tutoring session. How is it enforced among the tutors?
35. Vendor shall describe any plans for future development of its platform during the next 3-5 years.
36. Vendor shall demonstrate experience in providing online tutorial services to consortiums at the college level in which students may be enrolled at one college (host college) but receiving instruction from a different college (provider college).
37. Vendor shall supply names of at least two higher education institutions that are or have been clients. Supply name of at least one consortium that are or have been clients. Contact information must include: (1) contact person; (2) institution; (3) mailing address; (4) telephone number; and (5) email address.

II. TECHNOLOGY

A. System

38. Vendor shall ensure that the tutoring system contains messaging, whiteboard, text editor, screen sharing, file sharing, graphing calculator, code editor, and audio/video capabilities.
39. Vendor will provide a description of the tutoring system and its construction (HTML5, Java, etc.).
40. Vendor will describe the technology requirements for accessing and using the system.
41. Vendor will ensure that the tutoring system performs on multiple devices. All services must be accessible from a mobile device via a mobile browser, apps for Android and IOS devices, etc.
42. Vendor will ensure the system includes a notation feature that allows institutional tutors to record and capture sessions with students for review purposes. Sessions must be available for students, instructors, and administrators for review.
43. Vendor shall ensure that additional costs for patches, upgrades, and maintenance are not accrued during the contract term.

B. Updates

44. Vendor will ensure that users are notified in advance of any system downtime due to upgrades or maintenance. Vendor will provide a description of the notification process and ensure that upgrades/maintenance occur during low volume tutoring hours.
45. Vendor will provide a description of and results from previous security audits, certificates, patches, and upgrades to the system.
46. Vendor will describe how downtime is determined and provide data documenting system availability for the past year. Vendor will include the monitoring systems used for this process in the description.

C. Functionality

47. Vendor will provide access to the tutoring service via single sign on from the Canvas Learning Management System. Vendor will describe the log in process for all users.
48. Vendor shall ensure the automatic population of users within the tutoring platform. The system must support the sharing of users across Canvas instances.
49. Vendor will provide a description of how user information is entered within the tutoring system. Description must include how users can be modified and how new enrollments and/or withdrawals are updated.
50. Vendor shall ensure the system integrates with each of the local college's tutoring services and their tutors.
51. Vendor shall ensure the system integrates with existing student information, early alert, and data systems.
52. Vendor shall provide a list of software for which they have existing integrations or compatibility. (i.e. Jenzabar, Datatel, Banner, PeopleSoft, Starfish)

D. Support

53. Vendor will ensure that an in-house support team is available 24/7/361 to all user profiles.
54. Vendor shall describe support available to administrators, instructors, and students.

55. Vendor shall describe promotional materials available for campus-wide notification of adoption of service and product usage.
56. Vendor shall describe customer service philosophy and resolution process for complaints.

III. TUTORING

A. Tutors

57. Vendor will share how many tutors are employed, percentage of tutors by subject area, and whether additional tutors are staffed during peak times.
58. Vendor will ensure that tutors do not provide answers to the students. Tutors will guide students to the answer in order to learn the concept appropriately.
59. Vendor will conduct a criminal and educational background check of all employees, including tutors and mentors, and repeat that background check every quarter.
60. Vendor shall ensure that all tutoring is provided by tutors with a bachelor's degree or higher from an accredited institution. Vendor will provide a list of the percentage of tutors with doctorates, masters, and bachelor's degrees. Tutors should be able to demonstrate expertise in the subject area.
61. Vendor will ensure that all tutors are fluent in English.
62. Vendor will ensure availability of tutors fluent in Spanish for the following subject areas, at a minimum: math, English/writing, history, and the sciences.
63. Vendor shall ensure tutors undergo a rigorous vetting process that validates subject matter expertise. Provide an example of tutor training, onboarding, and quality control procedures for tutors.

B. Scheduling

64. Vendor will provide a general overview of the tutoring process from the students' perspective.
65. Vendor shall ensure that tutoring is available in several different formats, to include on-demand synchronous 1:1, on-demand synchronous group, pre-scheduled synchronous 1:1, pre-scheduled synchronous group, asynchronous question drop off, and writing lab or comparable service.
66. Vendor will provide a writing lab or comparable service as part of the tutoring suite at no additional charge.
67. Vendor response time for asynchronous essay reviews for all subject areas within the writing lab will be twelve (12) hours or less.
68. Vendor shall ensure that students can request a specific tutor when pre-scheduling a synchronous session.
69. Vendor must provide 24/7 tutoring services, at a minimum, in the following subject areas: math (lower and upper level, ex: college algebra, trigonometry, calculus, accounting, statistics), writing/English, science (biology, anatomy and physiology, chemistry, physics, physical science), nursing/allied health, computer science, history, social science, and business. Vendor will provide a comprehensive list of available subject areas.
70. Vendor shall ensure that on-demand tutoring is available 24/7 in Spanish for the following subject areas: math, English/writing, history, and the sciences.

C. Policies, Procedures, and Operations

71. Vendor shall ensure that tutoring services are available, at a minimum, twenty-four (24) hours per day, seven (7) days a week, three hundred and sixty-one (361) days a year. Vendor will provide planned outages (holidays, etc.) in advance.
72. Vendor will provide expected wait time for students regarding on-demand tutoring in an easy to view location.
73. Vendor shall ensure that student wait times should average under three minutes for on-demand tutoring.
74. Vendor shall ensure that synchronous sessions are limited to a pre-determined time limit during peak hours when there is a wait list for tutoring services.
75. Vendor shall ensure that tutors are always scheduled in the majority of subject areas. Provide example schedule of tutoring availability by subject area.
76. Vendor will provide a dashboard in which instructors can provide notes to tutors regarding instructional practices and methodologies specific to the instructor's course.

D. Retention

77. Vendor shall ensure that tutoring sessions are archived and available within twelve (12) hours of completion for students, instructors, and administrators to review.
78. Vendor will provide evidence of efficacy – including independent and client research demonstrating how the use of the tutoring service improves class completion and retention.
79. Vendor will provide an early alert system for tutors to alert instructors and administrators through a reporting dashboard for follow-up needed for students, and vice versa.

IV. USER PROFILES AND FEATURES

A. Administrator

80. Vendor shall identify the number of administrative accounts available at each of the colleges. Each college should have no less than 2 unique administrative accounts.
81. Vendor shall provide MCCB (Mississippi Community College Board) with a master administrator account with access to local accounts.
82. Vendor shall identify how individual accounts can be customized, to include institutional branding, to meet local needs.
83. Vendor shall identify and describe the reports, including formats, available to administrators at the local level and at MCCB.

B. Instructor

84. Vendor shall provide a process for instructors to refer students for tutoring. Vendor shall provide a narrative of the referral process.
85. Vendor shall describe the reports available regarding the success of tutoring referrals at instructor and administrator level.

C. Student

86. Vendor shall ensure that the service is Americans with Disabilities Act, Family Educational Rights and Privacy Act compliant. Vendor shall ensure that services

allow for accessibility for students with unique needs. Describe how the service is compliant and allows for accessibility for users with unique needs.

87. Vendor shall ensure privacy, as defined under the Family Education and Privacy Act (FERPA), for any student information collected during the tutoring services.
88. Vendor shall provide transcribed recordings of sessions and make available for review at the student, instructor, and administrator level, within 12 hours.
89. Vendor shall provide a platform which allows students to share and upload documents in multiple formats to include PDF, Word, Excel, and PPT. Vendor shall anonymize student data after an agreed upon period
90. Vendor shall ensure that College administrators have the ability to limit, block or delete students or unauthorized users from the system.
91. Vendor shall solicit student and instructor feedback about the quality of the tutoring session and describe the results and utilization of the feedback data. Results of feedback and/or evaluation data must be made available to administrators.
92. Vendor shall solicit feedback in the form of evaluations, satisfaction surveys, and ratings. Describe the process and frequency of the various forms of feedback and how the data is disseminated to the institutions.
93. Vendor shall ensure student, and his/her instructor, access to previous tutoring sessions. Vendor's tutoring session transcripts must include all interactions between the tutor and student, with content from the interactive whiteboard, voice communications, text chat, file sharing, graphing calculator tool, text editor tool and code editor tool to ensure a safe and secure environment.

V. IMPLEMENTATION AND TRAINING

94. Vendor shall describe the implementation process, including schedule/timetable, and metrics for evaluation of success.
95. Vendor shall describe the training and resources provided for administrators, instructors, and students. Describe any resources or materials available for distribution to end users.
96. Vendor shall provide ongoing and regular online training available to administrators, instructors, staff, and students. Training as a part of upgrades and updates should come at no cost to MCCB.

VI. REPORTING

97. Vendor shall provide easy access to learning analytics data for instructors and administrators through a custom dashboard.
98. Vendor shall provide customizable reporting options.
99. Vendor shall ensure that the colleges are provided with online, on-demand access to reports, including, but not limited to usage reports, student reports and archived sessions with access to the following:
 - a. Student ID (name, unique ID identifier, email, class/session).
 - b. Date, time, and duration of session
 - c. Type of session (synchronous, asynchronous)
 - d. Subject area and course
 - e. Tutor's name or unique identifier

- f. Screen share and audio/video chat
- 100. Vendor shall ensure that the Reporting feature allows for export to spreadsheets and word processing documents.
- 101. Vendor shall provide monthly reports on hour balance and other system usage data.
- 102. Vendor shall indicate the process for delivering reports on actual wait times and turnaround times.
- 103. Vendor shall provide comprehensive reporting of outputs and outcomes. Reports should include the following broken down by access point (or campus) if applicable:
 - a. Charts, Graphs and Trend Analysis
 - b. Grade level & Subject
 - c. By granular scope/topic
 - d. Exit survey results
 - e. Student comments and feedback
 - f. Ability to add a custom survey to collect additional information
 - g. Ad hoc reporting of sessions by day and hour upon request
 - h. Ad hoc reporting of sessions by subject by request.
 - i. Supply example of report(s)

VII. PRICING

- 104. Vendor shall only charge for actual session time used – free of minimum and incremental charges.
- 105. Vendor shall record and archive all student sessions with no additional fee.
- 106. Vendor shall not charge additional fees for product upgrades and enhancements during the license period.

VIII. OTHER

A. Change Order Rate

- 107. After implementation and acceptance of the services procured by this RFP, MCCB may require additional services, such as enhancements or other system related needs. Vendor must include a fully loaded change order rate as a separate line in the Vendor's Cost Information Submission, Section VIII of RFP No. 4457.

B. Other Requirements

- 108. ITS acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed solution. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.
- 109. If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost.