Attachment A
to
RFP No. 4459

Mississippi Department
Of Education

Food Distribution Software

ITS Project No. 45687

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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 <u>specific</u> 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. General Overview and Background

8. The Mississippi Department of Education (MDE) administers the school lunch programs for all the school districts in the State of Mississippi. Food is supplied to the districts through the National School Lunch Program (NSLP).

9. The National School Lunch Program (NSLP) is a federally assisted meal program operating in public and nonprofit private schools and residential childcare institutions. It provides nutritionally balanced, low-cost, or no-cost lunches to children each school day. The program was established under the Richard B. Russell National School Lunch Act, signed into law by President Harry Truman in 1946. The NSLP is regulated by the U.S. Department of Agriculture (USDA) Food and Nutrition Service (FNS). Included in the food distribution program are fresh fruit and vegetables supplied through a joint effort with the US Department of Defense (DOD).

   a) Food and Nutrition Service (FNS) of the United States Department of Agriculture (USDA) administers the Program at the Federal level. At the State level, the NSLP is administered by State agencies, which operate the Program through agreements with school food authorities, Recipient Agencies (RA).

10. State agencies are responsible for the administration of the USDA Food Distribution Program (FDP). As such, MDE is the link between the USDA and recipient agencies and contracted distributors. MDE is responsible for ensuring the program is managed to the benefit of the participants according to the federal requirements.

a) The USDA manages the interaction between the FDP and the States (MDE) with a web-based tool called *Web Based Supply Chain Management (WBSCM)*. The usage information provided by the school districts allows the WBSCM to forecast future needs, negotiate reduced truckload pricing for heavily used food items, and schedule automatic deliveries throughout the year.

b) The WBSCM is a fully integrated, internet-based commodity acquisition, distribution, and tracking system built on systems, applications, and products (SAP) in data processing commercial software on an Oracle platform. All federal food and commodity orders, solicitations, offers, awards, deliveries, invoices, and payments occur in WBSCM, and all business partners in the commodity program are required to use this system. Commodities are food products supplied by the USDA and the DOD.

11. Throughout this RFP the term *FDP* will represent requirements necessary to fulfill the State's responsibilities relative to the USDA Food Distribution Program (FDP) and its interactions with the WBSCM.

C. Procurement Goals and Objectives

12. MDE seeks one Vendor capable of providing an FDP solution. MDE intends for the solution to have a common look and feel for the user interface. MDE intends to work with one vendor to achieve all the objectives set forth in this RFP up to and including hosting, maintenance and support.

13. MDE seeks to replace the incumbent FDP solution with a leading, commercial, government cloud-hosted solution that will eliminate current manual processes and position MDE to meet all FDP program requirements. MDE seeks a solution fully capable of interacting/interfacing with the current federal Web Based Supply Chain Management (WBSCM) application.

14. MDE seeks to replicate the incumbent core FDP functionality and seeks a Vendor capable of enhancing incumbent processes with best practice food distribution tools and methodologies.

15. MDE seeks real-time integration or interfaces for functions that interact with solution's databases.

16. MDE seeks a Vendor capable of converting and migrating legacy data from the incumbent system to the awarded solution.

D. Statement of Understanding

17. Requirements in this RFP are presented as being specific to the FDP solution.

18. Vendor understands and agrees that the requirements in this RFP must be met for the proposed FDP solution.

19. The State expects the Vendor to be capable of implementing a solution that will enable the State to fully manage and comply with the goals and requirements of the USDA FDP/WBSCM. The State expects the Vendor to work with MDE to cure known deficiencies in the incumbent solution, to enhance incumbent workflows, and to automate current manual processes.

20. Vendor must agree to provide best practice, industry standard tools, and methodologies. Vendor acknowledges that the State will not accept proprietary formats.

21. The Vendor will be responsible for the implementation of the proposed solution. The comprehensive solution proposed by the Vendor must address the general and functional requirements set forth in this RFP including all applicable State and Federal requirements.

22. The solution must be compatible with current Microsoft products available through the MDE enterprise agreement. These include but are not limited to Microsoft Office 365, SharePoint, etc.

23. The Vendor must propose single release implementations designed to replace the incumbent solution with limited interruption to service/business operations. Any interruption to current operations must be conducted in a way to prevent loss of service and must be approved by MDE.

24. The federal regulations governing State participation in the FDP are found in Title 7, CFR 250 – Subchapter B - General Regulations and Policies – Food Distribution. Vendor must acknowledge these regulations and the Vendor's proposed solution must position the State to comply with any and all related regulations and requirements. Below is a link to Tile 7, CFR 250, Subchapter B.

    https://www.govinfo.gov/content/pkg/CFR-2013-title7-vol4/pdf/CFR-2013-title7-vol4-subtitleB-chapII-subchapB.pdf

E. Hosting Environment

25. MDE is seeking a cloud-based solution. The cloud hosted environment must be capable of supporting the FDP application at maximum user capacity as well as maintaining all database functions. Startup capacity is estimated to be 200 users. The solution must be scalable to accommodate additional users at no additional cost to MDE, except for agreed upon subscription and hosting costs.

26. For Vendor hosted solution, Vendor must meet the following minimum requirements.

    a) Vendor must provide Managed Services (government cloud), including migration of any on-premise services detailed in this RFP.

    b) Vendor must be a provider/reseller of hosting services (government cloud).

    c) Vendor must provide professional services such as monitoring, help desk support, security, etc.

27. Vendor must provide cloud hosting details and pricing in Section VIII, Cost Information Submission.

F. Current Overview and Configuration

28. The current FDP application is hosted by MDE, in the MDE datacenter, on a single Windows 2016 host. The application and database both reside on a Windows 2016 server. The database is an SQL 2016 Standard database and is less than half of a gigabyte in size. There are two pieces to the application. One is a fat client and is only accessed by internal staff. The other is Web-based and is accessed by approximately 200 users in the school districts.

G. Vendor Qualifications

29. Vendor must be capable of and must have previous experience in the development, configuration, implementation, testing, user training, hosting, maintenance, and

support of food distribution (FDP) software designed to interact with the USDA WBSCM program. All vendor references submitted in Section IX of the RFP must substantiate this experience.

30. Vendor must have experience providing FDP solutions. Vendor must provide detailed information that substantiates this experience.

31. Vendor must provide an introduction and general description of its company's background and years in business providing vendor hosted applications.

32. Vendor must specify the location of the organization's principal office and the number of executive and professional personnel employed at this office.

33. Vendor must specify the organization's size in terms of the number of full-time employees, the number of contract personnel used at any one time, the number of offices and their locations, and structure (for example, state, national, or international organization).

34. Vendor must disclose any company restructurings, mergers, and acquisitions over the past three (3) years.

35. Vendor must provide a copy of the company's most recent annual report, including consolidated balance sheets and related statements of income, stockholders' or partners' equity and changes in financial position, for each of the three fiscal years preceding the end of the most recent fiscal year. The financial information listed above should be compiled, reviewed, and/or audited by a Certified Public Accountant.

36. Vendor headquarters must be located in the United States and must provide U.S. based customer support.

H. Vendor Implementation Team

37. Vendor must demonstrate that all team members have the necessary experience for development, configuration, implementation, testing, user training, maintenance and support of the services required by this RFP No. 4459. At a minimum, Vendor response should include team member roles, functional responsibilities, and experience with projects similar in size and scope to the services required by this RFP.

38. Identify the participating key staff members who will be responsible for the execution of the various aspects of the project, including but not limited to: Project Manager, Development Team, Business Analyst(s), and Technical Architect(s).

39. For each participating key staff member, provide a summary of qualifications, years of experience, and length of employment with your company.

40. Vendor must ensure that each team member assigned to this project is able to communicate clearly in the English language both verbally and in written form.

I. Glossary of Terms

Glossary of Terms – FDP	
ASN	Advance Shipping Notice – a document that indicates a timeframe when a USDA purchased food item will arrive at a distributor.

Glossary of Terms – FDP	
Bonus Products	Bonus products are products purchased by USDA to relieve agricultural market surpluses and are in addition to those received as part of the State's calculated entitlement and are offered to States on a fair-share basis.
Distributors (FDP)	Warehousing and delivery entities contracted by the State Distribution Agency (SDA) to receive and deliver USDA foods to approximately 800 recipient agency sites.
Entitlement	The total USDA Food assistance available to a School Food Authority/Recipient Agency for the school lunch program is calculated by multiplying the number of lunches claimed in the prior year by the annually established per-meal-rate.
US DOD Fresh	A joint effort between the Department of Defense and the USDA to provide fresh fruits and vegetables utilizing recipient agency entitlement
FDP	USDA Food Distribution Program
Planned Assistance Level (PAL)	An entitlement amount of dollars that an authorized organization will have available to complete the annual requisition survey. Organizations will not receive PAL as a cash reimbursement.
Recipient Agency (RA)	Approximately 170 authorized organizations allowed to receive USDA foods
State Agency (SA)	Commonly used when referencing the State in APS issues.
State Distribution Agency (SDA)	The state agency delegated to perform the duties required to provide USDA foods to authorized recipient agencies. In Mississippi, this is the MDE.
SFSP	Summer Food Service Program
Trade Mitigation (TM)	A program aimed at assisting farmers suffering from damage due to unjustified trade retaliation by foreign nations.
Trade Mitigation SFSP (TM_SF)	A program aimed at assisting farmers suffering from damage due to unjustified trade retaliation by foreign nations.
(WBSCM) Web Based Supply Chain Management (WBSCM)	The federal government website that state and other agencies must use to requisition, transfer, and communicate other status with the USDA in case of donated foods.

II.   FUNCTIONAL/TECHNICAL REQUIREMENTS

A. Web Access

41.   Solution must be web accessible to MDE staff and authorized external system users.

42. Solution must provide a user account management interface that allows for password complexity policies and self-service password reset. User management activity should be logged and reportable. At a minimum, logging should provide details such as timestamp, user, IP, and action performed.

43. Solution must offer web portal access to credentialed users for MDE defined functions. The web-accessible portal for the solution must be intuitive and easy to navigate.

44. Solution must offer a web portal to grant access to credentialed external partners such as distributors. Distributor access rights must be configurable by MDE authorized administrators. The web-accessible portal for the solution must be intuitive and easy to navigate.

45. Solution must be browser neutral and must be compatible with browsers including Chrome, Edge, Firefox, and Safari. Vendors must provide a current list of supported browsers and describe their process for certifying their proposed solution on specific browsers.

46. Vendor acknowledges that the USDA recommends accessing WBSCM through Google Chrome.

47. Proposed solution must not utilize any browser plugins or add-ons.

48. Vendor must recommend minimum hardware and minimum browser specifications necessary to successfully interact with the proposed solution.

B. Mobile Access

49. Solution must be accessible to IOS and Android mobile devices.

50. Solution must have offline functionality which allows users to access, add, and edit data. Modifications must synchronize to the respective databases when connectivity is restored.

51. Solution must accommodate system management functions on mobile platforms.

52. Solution must provide real-time data exchange with field devices having adequate access.

C. General

53. Using best practice food distribution tools and methodologies, the FDP solution must replicate valid, incumbent, core FDP functionality, and must enhance processes where appropriate. MDE considers incumbent core functionality to be common to such solutions.

54. Solution must provide role-base access control for all users, including external partners such as RAs, Distributors, and Bidders.

55. Solution must provide data import and export capabilities.

56. Solution must accommodate context sensitive messaging, error messaging, help, and instructions to authorized users and/or MDE staff.

57. Solution must support typical Microsoft Office functions such as cut, copy, paste, spell/grammar check, etc.

58. Solution must include flexible output formats such as .pdf,.xls, and any other commonly used formats.

59. Solution must provide familiar keyboard shortcuts such as those common to Microsoft Windows applications.

60. Solution must allow the viewing of multiple screens simultaneously, along with the ability to minimize and resize windows as needed.

61. Solution must comply with ADA Standards for Accessible Design released by U. S. Department of Justice (DOJ) in September 2010.

62. The FDP solution must be customizable for MDE data elements applicable to the administration of the USDA Food Distribution Program and interaction with WBSCM.

63. Data elements must be accessible through dropdown menus, checkboxes, data pickers, etc. to ensure standardization of MDE processes and data collection formats.

64. Solution must have the ability to manage, verify, and apply digital signatures.

65. Solution must include standard email templates, correspondence templates and the ability to produce mailing labels based on user defined criteria.

66. Solution must provide a User Interface (UI) to build and manage templates.

67. Solution must allow authorized users to configure and maintain templates and components.

68. Solution must prevent users from permanently deleting records.

69. Authorized MDE staff must be able to change a record status to inactive within the solution.

70. Solution must provide context sensitive help for users throughout the USDA Food Distribution/WBSCM process from origination to archival.

71. The FDP solution must be capable of uploading/downloading to/from the WBSCM or any other application that the USDA Food Program may use.

72. A Recipient Agency (RA) is an entity authorized to receive food items through the USDA FDP. Each RA has a unique identity in the incumbent solution. The proposed solution must maintain the unique identity of each RA for the purpose of fulfilling, tracking, reconciling, and reporting all FDP RA activities.

73. If the proposed solution requires a different format for unique identities, Vendor must provide a method for linking incumbent RA history to the awarded solution. MDE will determine the scope of the history to be brought forward into the awarded solution.

74. A Distributor is a warehousing and delivery entity contracted by MDE to receive and deliver USDA foods to approximately 800 recipient agency sites. Each Distributor has a unique identity in the incumbent solution. The proposed solution must accommodate unique identifiers for each Distributor for the purpose of tracking, reporting, and reconciling all Distributor activities. MDE prefers that the unique distributor identifiers be the same within the solution. MDE expects to rely on awarded Vendor expertise in the design and implementation of distributor unique identifiers based on the Vendors proposed solution.

75. If the proposed solution requires a different format for unique identities, Vendor must provide a method for linking incumbent Distributor histories to the awarded

solution. MDE will determine the scope of the history to be brought forward into the awarded solution.

76. Solution must offer typical general functions such as:

   a) The ability to determine if required fields on forms have not been populated, highlighting the unpopulated fields and displaying a message indicating that the fields have not been completed;

   b) The ability to deny submittal if designated/required sections/fields have not been populated;

   c) The ability to save forms data for completion in subsequent sessions;

   d) The ability to prepopulate forms with data from other parts of the database. For example, the solution must allow Vendor information to be stored in one place and pulled onto forms as needed; and

   e) The ability for on-line real-time data entry, file maintenance, transaction editing, and inquiry.

D. Administrative Management

77. Solution must provide configurable, role-based, administrative tools and controls.

78. Solution must be highly configurable and at a minimum, allow authorized users to configure business rules, data elements, screens, workflows, triggers, navigation, and dashboards.

79. Solution must accommodate the need for MDE and Provider system administrators to perform necessary administrative functions, including but not limited to managing user accounts, backing up and restoring files, exporting files, and generating reports, etc.

80. System Administrators must be able to produce selective reports. Examples are *RA Notice of Arrival*, *RA Notice of Allocation*, *RA Notice of Cancellation*, and *Distributor Inventory on Demand*, etc.

E. Workflow

81. Solution must accommodate configurable workflows and business rules that are common to best practice food purchasing and distribution solutions.

82. The solution business rules and workflows must allow multiple, related triggers.

83. Solution must provide configurable triggers that will initiate events and/or data driven workflow actions that will result in automatic updates to targeted MDE food distribution processes.

84. Solution must provide configurable time standards that trigger and route workflows based on multiple variables such as inventory aging, order cancellations, etc. Such events and conditions will be defined by MDE.

85. Solution must allow authorized users to redirect workflows in response to circumstances that require temporary or permanent changes.

86. Solution must automatically calculate service deadlines as determined by MDE; this feature must be configurable by MDE authorized users.

87. The solution workflow routing must accommodate, track, and report on due dates as defined by MDE.

88. Solution must simultaneously distribute tasks to relevant parties.

89. Solution must display workflows in simple, graphic formats that are easily understood by system users.

90. The solution workflow graphics must indicate current status of a work item in the workflow.

91. The solution must allow workflows to be saved as templates to be reused for other types of food distribution activities.

92. Solution must provide the ability to create and modify workflows using built-in administrative tools.

93. The solution workflows must be capable of routing functional responsibilities to specific staff member work queues.

94. For this solution, MDE prefers drag-and-drop tools through a graphic user interface to configure workflows.

95. For this solution, authorized MDE users must be able to reassign and/or override workflow tasks as necessary to manage workloads, staffing, and processes.

96. The solution must offer pre-configured workflows for processes common to FDP and WBSCM activities.

F. Notifications and Alerts

97. Solution must auto-generate emails or notifications based on conditions and thresholds set by MDE.

98. Solution must provide email and/or correspondence templates for notification purposes.

99. Solution must provide task management functions that will issue alerts for pending, due, or past due tasks. This function should interface with the dashboard function to give users a visual representation of the status of their tasks.

100. For this solution, task logs must reveal daily assigned tasks, task details, task due dates, task status, and all other details pertinent to task management.

G. Search Function

101. Solution must offer full featured, configurable data search functions that can be scheduled to run automatically and/or as a result of an individual request from an authorized user.

102. Solution must allow users to search by any indexable attribute required by MDE.

103. Solution must be able to search on all data elements and have full key word search capability.

104. Solution must be able to produce search results that represent the search term, as well as subtle variations of the search term.

105. Solution must offer pre-defined searches that would be common to USDA food distribution and WBSCM management activities.

106. For this solution, search results must be exportable or downloadable to common file formats such as Excel, .pdf, .xml, and csv.

107. For this solution, users must be able to save frequently used searches for repeated use.

108. For this solution, users must be able to search by categories such as state contracted items or non-contracted items, non-food items, fresh or frozen items, etc.

109. For this solution, users must be able to search for upcoming events, deadlines, or other quantifiable parameters as determined by MDE.

110. The solution must provide global search functionality. At a minimum, this function should allow users to search for any data or combination of data in the system. The results should be presented in a prioritized structure determined by the relevance to the search criteria. All connected or relatable data based on the search criteria should be presented within the prioritized results.

H. Calendar Function

111. Solution must offer full featured calendar functions that are common to best practice food distribution practices.

112. At a minimum, the solution must offer calendar functions as described below:

   a) Can generate calendars based on food distribution program data; Calendar event can be sent to Outlook calendars. If event is updated, Outlook event is automatically updated;

   b) Configurable meeting notification and event fields display;

   c) Calendars can be shared with participating entities, as determined by MDE;

   d) Calendars are exportable;

   e) Events can be displayed in calendar style; and

   f) Users can subscribe to calendar events.

I. Audit Function

113. For tracking and audit purposes, solution must assign unique identifiers to all users.

114. Solution must timestamp all actions taken by users and reflect the activity in the audit trail.

115. Solution must maintain audit trails of data changes including but not limited to previous and new values, change dates, and the identity of the person making the change.

116. Solution audit trails must be accessible in real time by authorized MDE staff.

117. Solution must also be able to produce an audit trail of the historical security access changes for each user.

118. Audit trails must be customizable and exportable in common report formats.

119. Audit trails must be retained and accessible for the current month and the prior twelve months.

J. Document Manager

120. Solution must offer full featured document management systems (DMS) that accommodate generating, scanning, indexing, manipulating, editing, and storing paper and electronic documents.

121. Solution must be able to upload documents in formats commonly accepted by the MDE processes. Common MDE document formats are: All Microsoft Office formats, .pdf, and all photo formats including JPEG, TIFF, GIF, and PNG. MDE staff will be responsible for any scanning and uploading tasks.

122. Solution must accommodate printing and/or exporting of maintained and managed documents.

123. Solution must allow users to upload and attach documents to targeted records. This must also apply to mobile users.

124. For this solution, stored documents must be searchable by key words, such as application, customer, parcel ID, address, and other indexed attributes.

125. Solution must allow permission-based review and editing of documents in the document manager.

126. Document management solutions must accept the migration/import of documents and other digital assets presently being used by MDE. Common MDE document formats include: All Microsoft Office formats, .pdf, and all photo formats including JPEG, TIFF, GIF, and PNG.

K. Reports and Dashboards

127. Solution must offer pre-designed, standard reports common to best USDA food distribution practices.

128. Solution must accommodate the creation and modification of standard reporting templates as defined by MDE.

129. Solution must accommodate user defined reporting for the purpose of creating custom reports from all data elements for which MDE requires tracking and/or reporting.

130. Solution user defined reporting tools must be intuitive and easy for the user to comprehend.

131. Solution must provide the ability to save user-generated reports under user profiles.

132. Solution must allow authorized MDE staff to create their own reports using an interface that does not require specialized knowledge of a third-party tool such as Crystal Reports.

133. Solution must allow MDE staff to create and save customized reports and queries.

134. Solution must provide ad hoc reports of all users with system access, including level of access and the date/time of last access.

135. Solution must be capable of exporting reports into file formats including but not limited to PDF, CSV, MS Excel, and MS Word.

136. Solution must be able to distribute reports through the workflow as email attachments.

137. Solution must provide dashboards that can be configured according to roles and preferences of individual users.

138. Solution must provide configurable dashboards on throughput performance measures and system activities such as active users, and active investigations, etc.

139. Solution must provide configurable dashboards for users to manage open tasks.

140. Solution must provide dashboard views that provide pertinent information related to workloads and tasks to assist in visualizing and prioritizing work.

141. Solution must automatically generate reports on a configurable schedule and distribute them to selected users, as determined by MDE.

142. Solution must provide food status reports as required by MDE. Some examples of related data elements to be tracked and reported are item ID number, item description, storage type, gross pounds per case, and entitlement values per pound, case, and truckload.

143. Solution must provide RA reports as required by MDE. Examples of required reporting indicators are items received with case value and net total value, delivery period, bonus/non-bonus, and trade mitigation (TM).

144. Solution must provide RA reports that indicate values within the group, subgroup (Region), or RA.

145. Solution must provide Notice of Arrival reports which detail and quantify the orders of each RA for the year, as well as aggerate yearly RA orders. RAs must have the ability to review notice of arrival reports for their individual activities.

146. Solution must provide Notice of Allocation reports which detail and quantify allocations per RA for the year, as well as aggregate yearly RA allocations. RAs must have the ability to review notice of allocation reports for their individual activities.

147. Solution must provide Notice of Cancellation reports which detail and quantify cancelled orders per RA for the year, as well as aggregate yearly RA cancellations. RAs must have the ability to review notice of cancellation reports for their individual activities.

148. Solution must provide Processing Reports as required for USDA compliance. This requirement includes the ability to enter and track all monthly performance reports (MPR) for each processor and each material number in the processor's inventory. Note: The state currently does not send any USDA foods to manufacturers for further processing into end-use products but may decide in the future to do so. If this functionality is not integral to the proposed solution, Vendor must include pricing as a separate line item labeled *Optional Pricing* in RFP No. 4459 Section VIII Cost Information Submission.

L. Archival

149. In accordance with USDA's retention schedule requirements, solution must retain, in a non-proprietary format, a complete repository of all FDP records, documents, and transactions for the current operating year and the three years prior, or as specified by MDE.

150. Authorized MDE users must have access to all FDP archived records, documents, and transactions.

III.   FUNCTIONAL/TECHNICAL REQUIREMENTS SPECIFIC TO FDP SOLUTION

A. Catalog/Survey Requirements

151. In advance of each school year, MDE receives a USDA Catalog that has been customized to offer food products that are used by the State's RAs. The process by which RAs select the next year's food items from the USDA Catalog is a Survey, which becomes the source the RAs use for ordering and scheduling deliveries for the upcoming year. The proposed solution must provide complete functionality for conducting Catalog and Survey processes and for transmitting the results to the WBSCM. Examples of required Catalog/Survey functionality include but are not limited to the ability to add allowable food items, display package pricing per item, build a survey tally of ordered items for RAs to view, allow MDE to set selectable delivery periods, and to create customized delivery periods.

152. MDE must have the ability to edit the catalog to delete disallowed items as determined by MDE.

153. Solution must be able to manage separate surveys for multiple entities within the FDP. For example, surveys are required for USDA NSLP, SFSP, and the USDA partnership with the USDA DOD for fresh fruits and vegetables.

154. Catalog/Survey functionality must be highly configurable based on issue dates, service areas, start/end dates, and other factors as determined by MDE.

155. Catalog/Survey functionality must be highly configurable in order to capture data elements as defined by MDE. Examples of required data elements are delivery period, case price, case quantity, extended price, entitlement designation, bonus designation, and trade mitigation designation.

156. Solution must offer catalog/survey access controls in the form of configurable permissions for authorized users.

157. Solution must offer variable workflow approval processes based on type of Catalog/Survey and RA.

B. Recipient Agency (RA) Functions

158. Recipient Agency functionality must be highly configurable to meet FDP requirements as specified by the USDA and MDE.

159. The solution must accept and maintain all present RA user and site identification data, including the unique identifier for each RA.

160. RA user and site identification data must remain editable by authorized users.

161. Solution must electronically submit requisitions to distributors.

162. Each RA must have the ability to view its own real-time physical inventory as needed.

163. RAs are required to submit incident reports to document any instances of substandard products or services. The web-based incident report is hosted by the MDE Office of Child Nutrition. The solution must provide or accommodate a website hyperlink so that RAs can complete incident reports. Authorized MDE administrators must have the ability to update the link as needed. The current link is:

    https://www.mdek12.org/sites/default/files/documents/OCN/purchasing%20%26%20distribution/OCN-Incident-Report-Purchasing-and-Distribution.pdf

164. The USDA website provides *School Product Information Sheets* that reveal nutritional facts, serving yields, food safety, and other information about offered foods. The solution must provide or accommodate a hyperlink to the website and the link must be updateable by authorized MDE administrators as needed. The current link is:

    https://www.fns.usda.gov/usda-fis/usda-foods-product-information-sheets

165. Solution must be configurable to allow MDE to set and govern permissions for internal and external authorized users to view all food delivery activities. Distributors are considered to be external users.

C. Recipient Agency (RA) Orders

166. RA ordering functionality must be highly configurable to accommodate all MDE food distribution order, delivery, confirmation, and reconciliation processes.

167. Each RA must be able to electronically submit requests to the distributors to ship USDA foods to their sites. This is commonly referred to as the "draw down" of USDA foods.

168. Solution must allow only authorized users to place orders with approved distributors.

169. Solution must offer shopping cart functionality to allow users to create orders per individual catalog.

170. Solution must display an order confirmation screen and the ability for the user to edit the order before it is finalized.

171. Solution must provide integration between the activities of the RAs and the Distributors as determined by MDE. For example, solution must provide RAs with detailed requisition confirmations, including any deviations from the order as submitted.

172. When an order is received by the RA, solution must accommodate post-delivery data such as confirmation, receipting, complaints, and other data as determined by MDE.

173. Solution must accommodate orders for multiple items with different delivery addresses.

174. Solution must track orders from initial order entry through delivery, receipt, confirmation, and reconciliation.

175. Solution must provide the ability to search for orders using key words as determined by MDE.

176. Solution must track order data elements including but not limited to quantity, price, delivery location, delivery date, and product origin (if applicable).

D. Distributor Functions

177. Distributor functionality must be highly configurable to meet distribution, warehousing, delivery, and reconciliation requirements as determined by MDE.

178. Solution must provide a distributor portal from which distributor can perform authorized FDP distributor functions.

179. Distributor portal must be subject to all security, ID management, and access parameters applicable to authorized MDE users.

180. Solution must produce reports related to the RA requisitions to distributors, requisition status, balance of PAL, balances for State Entitlement, and other management reports as required by MDE.

181. Solution must accommodate distributor food distribution setups by regions. Examples of distribution data elements are material ID and sales order numbers, item description, delivery period, date shipped, item shipped, receipt status, cases pending, etc.

182. Inventory functionality must be highly configurable to allow tracking at multiple levels, including but not limited to, Distributor Warehouse, Processor, RA and RA sites.

183. At the distributor warehouse level, inventory must be trackable and reportable on a daily basis. Examples of tracking elements are inventory on hand, available, on order, and on hold.

184. Tracking at the Processor level must include a designation for inventory available, ordered, and remaining.

185. Inventory functionality must be highly configurable to accommodate multiple data elements for receipt and tracking of daily inventory and notice of arrival activities as determined by MDE. Examples are material ID number, material description, date received, case quantity, case price, extended price, and bonus/entitlement/TM funds used.

186. Inventory functionality must be highly configurable to accommodate any and all MDE food distribution processes such as order placement, order tracking, delivery status, order reconciliation, and any related financial transactions such as the payment of delivery fees and the assessment of late charges.

187. Solution must track inventory at an individual product level.

188. Solution must maintain real-time inventory counts of all items entered in the solution, including counts by individual distributor and aggregate counts of all distributors.

189. Solution must track inventory at multiple levels or endpoints including but not limited to Distributor Warehouse, Processor, RA, and RA Site.

190. Inventory tracking functionality must include all relevant inventory metadata. Specifically, it must include the date of arrival to the distributor for the purpose of computing storage fees.

191. Solution must allow manual input of inventory data.

192. Solution must accept the upload of inventory data from external sources, including but not limited to 3rd party solutions.

193. Solution must allow bi-directional transmission of detailed order data between MDE OCN, and external sources, including but not limited to 3rd party vendor systems.

194. Solution must allow authorized users to perform inventory transfer activities. Examples include but are not limited to updating transfer requests (edit, approve, deny) and performing inventory activities for USDA bonus products.

E. USDA Bonus Offerings

195. Bonus offerings are products purchased by USDA to relieve agricultural market surpluses and are in addition to those received as part of the State's calculated entitlement and are offered to States on a fair-share basis. Solution must be configurable to accommodate all core FDP functionality that is applicable to the bonus process, including all interactions between and among USDA WBSCM, MDE, RAs, Distributors, and Processors.

196. Vendor agrees to work with MDE to enhance incumbent workflows and automate manual processes related to bonus catalog receipt/editing, distribution to RAs, USDA orders, and the process of calculating truckload delivery requirements.

197. Solution must offer bonus catalog access controls in the form of configurable permissions for authorized users.

198. The proposed solution must be capable of notifying eligible RAs when bonus products are available for distribution in their specific regions.

199. Bonus catalog offerings must indicate start/end dates, as well as any other limiting factors relevant to the RA's opportunity to place orders.

200. Solution must accommodate order editing before finalization for USDA Bonus or Transfer processes.

201. Bonus Catalog item listings must be sortable, searchable, and reportable by any displayed data value including but not limited to name, WBSCM material product ID, product type, case cost, etc.

202. Solution must produce Bonus Authorizations and Bonus Worksheets to validate and document RA bonus transactions. Such bonus documentation must include but is not limited Catalog Item ID and Requesting RA.

F. Transfer Process – Surplus Offerings

203. Transfers occur when RAs offer surplus food items to other in-state RAs. Surpluses can include food items from the RA's initial annual allocation as well as surplus bonus items.

204. Vendor agrees to work with MDE to enhance incumbent workflows and automate manual processes related to surplus offerings, including but not limited to notifications to RAs and calculating truckload delivery requirements.

205. Surplus items can be transferred only between RAs that have access to the same warehousing and distribution providers, which is sometimes determined by regional or contractual boundaries. Solution must be capable of structuring and managing surplus transfers to and between valid targets.

206. Solution must produce Transfer Authorizations and Transfer Worksheets to validate and document RA transfers. Such transfer documentation must include but is not limited to WBSCM Material ID, Requesting RA and Targeted RA, Sales Order #, and Case Quantity.

G. FDP Accounting Requirements

207. The solution must account for the management of all FDP transaction-based functions such as capturing and processing storage/delivery fees and reconciling order/receipt discrepancies.

208. The solution must account for tracking, managing, reporting, and reconciling FDP inventory-based functions.

209. The solution must account for all incumbent transactional processes as well as any others created by the automation of current manual processes.

IV. SYSTEM/SOLUTION DESIGN

A. Data Migration

210. As a part of the Vendor's proposal response and included in the proposal price, Vendor must successfully migrate the existing on-premise SQL databases for the separate MDE FDP solution to the proposed solution. Vendor is responsible for data conversion if it is necessary for the migration.

    a) Solution must be capable of ingesting the content of the existing MDE FDP SQL database, which is less than a half gigabyte in size. It is an SQL 2016 database that resides on a Windows Server 2016 VM. It is approximately 250-300 MB in size and is housed in the MDE datacenter in Jackson, Mississippi.

211. Vendor must acknowledge and agree that MDE is the sole owner of any and all database content migrated from the current solution to the proposed solution, and any future database content created within the awarded vendor solution, with exclusive rights to use the database content without restriction.

212. Vendor must agree that, in the event it becomes necessary, such migrated database content and future created database content will be made accessible in a non-proprietary format that is acceptable to MDE.

213. Solution must accommodate all document formats that will require migration with existing records. Document formats currently in use include all Microsoft Office formats, .pdf, and all photo formats.

214. All migrated historical data must be searchable and reportable.

215. If conversion and migration costs are not included in the base quote for the solution, Vendor must present such costs as separate line items in RFP No. 4459, Section VIII, Cost Information Submission.

B. Data Management

216. 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.

217. Vendor agrees that 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 in the course of data center operations related to this solution, in response to service or technical issues as required by the express terms of this service, or at the State's written request.

218. Vendor agrees to maintain and archive State data in non-proprietary formats to facilitate any future transition from the hosted solution to another solution.

C. Backup Services

219. The Vendor must be able to configure, schedule, and manage backups of all the data including but not limited to files, folders, images, system databases, and enterprise applications.

220. The Vendor must maintain backup system security and application updates.

221. The Vendor must provide cloud backup options.

222. Vendor must agree that the proposed solution will be backed up (data and system configurations) at least daily for continuity of operations considerations.

223. Vendor must agree that the proposed solution will permit system administrators to selectively create full and incremental backups of any and all files without impacting functionality of the system.

224. The Vendor must encrypt all backup files and data and must manage encryption keys. At a minimum, the backup options must encompass a strategy of daily incremental and weekly full backups. All cloud instances must include options for snapshots and backups of snapshots.

225. The encrypted backup should be moved to another geographical cloud region. Regardless of the method of backup, weekly full backups must include complete system information. MDE retention requirement for all backups is 52 weeks. Backup retrieval must be started within two hours of notification from MDE. Vendor must monitor all disaster recovery instances, including replication and instance performances.

226. Solution must be capable of running backup reports on a weekly basis, or whatever sequence is required by MDE. For example, report should reveal which jobs successfully completed, which jobs failed, and which jobs restarted, etc.

227. For backup reporting, solution must be capable of on-demand as well as auto-run reporting.

228. The Vendor must be willing to provide backups on demand related to development, database changes, or emergency situations.

D. Business Continuity/Disaster Recovery

229. In the event Vendor's host site experiences unsafe or inoperable conditions, Vendor must be prepared to resume normal MDE operations within two business days of becoming compromised. So that MDE can assess Vendor's ability to meet this requirement, Vendor must submit with its proposal, a preliminary Continuity of Operations Plan (COOP). COOP services include but are not limited to the provision of cloud computing, system data, and documentation to ensure essential services in the event of disaster conditions. Essential services are defined as those functions that enable Vendor to provide normal MDE FDP operations under any and all circumstances.

230. At a minimum, the Preliminary COOP must:

   a) Outline a decision process for determining appropriate actions in implementing COOP plans and procedures in order to resume essential operations within two business days of failure;

b) Describe procedures to restore system functionality and to protect the integrity of system data and other assets;

c) Describe plans to mitigate disruptions to operations; and

d) Outline plans for a timely and orderly recovery from an emergency and to resume full service to users.

231. Upon implementation, MDE and the awarded Vendor will update the COOP to:

a) Revise plans and procedures as appropriate;

b) Identify essential functions;

c) Identify and describe alternate facilities;

d) Identify vital records and databases;

e) Document testing, training, and monthly exercises and drills;

f) Establish a roster of fully equipped and trained State personnel with the authority to perform essential functions and activities; and

g) Establish reliable processes and procedures to acquire resources necessary to resume essential operations and functions within two days of the declaration of disaster.

232. In the event of a declared disaster, MDE expects the Vendor to be completely responsible for the restoration of essential operations.

a) Vendor will be expected to invoke the appropriate disaster recovery plan within four hours from the disaster declaration and the disruption of normal operations.

b) MDE must be able to log on to the failover system at the disaster recovery site at 100% operational capacity within two business days of the declaration of disaster.

c) In the event of disaster conditions, Vendor must remain in regular and consistent communications with MDE, keeping all relevant managers and responders informed and updated on efforts to restore normal operations.

233. Vendor must agree that the proposed solution will maintain synchrony between the primary MDE site and the failover site to ensure that each and every transaction successfully enrolled in the operational site is still available in case of a switchover to the alternate site.

V. IMPLEMENTATION REQUIREMENTS – STATEMENTS OF WORK

A. Vendor Acknowledgement

234. This section outlines the MDE minimum expectations of the awarded Vendor for implementation of the selected solution. Implementation deliverables will reveal the Vendor's expertise in project management, USDA Food Distribution/WBSCM process management and improvement, data migration, and acceptance testing, etc. MDE expects the proposed preliminary implementation plans to be refined by the awarded Vendor and MDE project managers during the implementation process.

235. This procurement seeks a Vendor implementation plan.

236. Upon award, MDE intends for the requirements set forth in this section, and the responding Vendor's proposal, including any subsequent, agreed upon provisions and revisions, to act as the Implementation Statement of Work.

237. Vendor must acknowledge that he has read and understands the intent of this section - Implementation Requirements - Statement of Work.

B. General Scope

238. Vendor must agree to implement the awarded solution to achieve the following minimum goals:

    a) Replicate the USDA food distribution programmatic, functional, technical, and administrative capabilities of the incumbent FDP system.

    b) Enhance the functional, technical, and administrative capabilities of the incumbent FDP system to meet all relevant USDA Food Distribution/WBSCM requirements.

    c) Update/enhance incumbent workflows and automate incumbent manual processes.

    d) Migrate the incumbent database content from the existing solution to the selected solution.

    e) Maintain historical data integrity in the event current MDE data formats are changed by the proposed solution.

239. Vendor must conduct extensive testing of the proposed solution to identify and correct deficiencies in base capabilities, customizations, integrations, interfaces, migrations, and MDE processes. Such efforts must include but may not be limited to:

    a) On-site Testing;

    b) COOP Testing;

    c) User Acceptance Testing; and

    d) Final Acceptance Testing.

240. Vendor will be responsible for any interface, integration, conversion, migration, or other issues that may arise during implementation of the awarded solution.

241. Vendor must train system users and provide complete system documentation and user documentation for the awarded system.

C. Project Management Plan

242. Project Management Plan (PMP): MDE desires to implement the proposed solution as rapidly as possible after contract execution. So that MDE can assess Vendor's ability to successfully implement the proposed solution, Vendor must submit a preliminary PMP. At a minimum the PMP must address design and development, all implementation tasks, data conversion and migration, estimated hours per task, major project milestones, quality assurance checkpoints, testing, and end-user training. The preliminary PMP must be submitted with the Vendor's proposal.

243. Vendor's PMP must include a preliminary Integrated Master Schedule (IMS). The IMS must estimate the time necessary to complete all phases of implementation

from the point of contract execution through completion of go-live, final system acceptance, and user training.

244. The PMP, which will require MDE approval, must reveal plans for multiple environments, including design and development, user testing, production, end user training, and help desk support. In the user testing environment, all customizations, integrations, and interfaces must be tested and validated. Vendor must establish a fully functional UAT-level testing environment which must be regularly maintained to mirror production, and which must remain accessible to authorized MDE users going forward.

245. Vendor's PMP must reflect industry best practice standards and must detail Vendor's plans for planning, monitoring, supervising, tracking, and controlling all project activities.

246. Vendor's PMP must describe the organizational structure of the implementation team, team member roles and responsibilities, resources, processes, and all other information necessary for MDE to assess Vendor's ability to manage the implementation of the solution.

247. Upon award, the Vendor and MDE will jointly modify the proposed PMP and IMS as appropriate to meet implementation objectives. MDE expects the Vendor to work with the MDE Project Manager to ensure effective project management during all implementation phases through and until final acceptance.

248. As it relates to the goals and objectives of this procurement, Vendor must state all Vendor assumptions or constraints regarding the proposed solution and overall project plan, timeline, and project management.

249. Vendor must identify any potential risks, roadblocks, and challenges you have encountered in similar implementations that could negatively affect a timely and successful completion of the project and recommend a high-level strategy to mitigate these risks.

250. Vendor's PMP must address interface, integration, conversion, migration, or other issues that may arise during implementation of the awarded solution.

251. MDE will have limited resources available to the awarded Vendor for implementation.

D. System Design Document

252. Vendor must submit with the proposal a preliminary System Design Document (SDD). Upon award, the Vendor will work with MDE to refine the SDD, which must be approved by MDE prior to implementation. The preliminary SDD must:

   a) Include a conceptual model of the system architecture. This can be illustrated by flowcharts;

   b) Include descriptions and illustrations of modules which handle specific system tasks;

   c) Include descriptions and illustrations of components that provide a function or group of related functions;

   d) Include descriptions and illustrations of data flow and the management of this information;

e) Include complete workflows for all operational user and administrative functions; and

f) Include database scheme, listing all the table, fields, and characteristics.

253. Vendor must submit with his proposal preliminary System Design Documents (SDDs). Upon award, the Vendor will work with MDE to refine the SDDs, which must be approved by MDE prior to implementation. The preliminary SDDs must:

a) Include a conceptual model of the system architecture. This can be illustrated by flowcharts;

b) Include descriptions and illustrations of modules which handle specific system tasks;

c) Include descriptions and illustrations of components that provide a function or group of related functions;

d) Include descriptions and illustrations of data flow and the management of this information;

e) Include database scheme, listing all the table, fields, and characteristics.

254. The SDDs must be approved by the State before the awarded Vendor may proceed with implementation.

E. Data Migration Plan

255. So that MDE can assess Vendor's ability to migrate MDE legacy data to the proposed solution, Vendor must submit a preliminary Data Migration Plan (DMP). Highlight any known risk factors and present risk mitigation plans. The preliminary Data Migration plan must be submitted with the Vendor's proposal.

256. The Data Migration Plan must specifically show how Vendor intends to accurately and completely migrate MDE data, including conversion if necessary. Vendor agrees to work with MDE to define and execute data cleanup efforts prior to conversion/migration.

257. Vendor must be specific about the proposed methodology, tools, data, facilities, personnel, and other resources required for the migration. Regarding personal and other resources, be specific about whether the resources are supplied by the Vendor, MDE, or other. Vendor should keep in mind that MDE has limited available resources.

258. Vendor must detail data migration testing plans to validate the successful migration from the incumbent solution to the proposed solution.

259. Vendor must work with the MDE project implementation team(s) to update and modify the preliminary data migration plans as appropriate.

260. Vendor must agree that final data migration and data migration testing plans are subject to approval by the MDE.

261. Vendor must propose a set of system acceptance validations/tests that will demonstrate that the Vendor has complied with the Data Migration Plan. This set of system acceptance validations/tests, along with the Data Migration Plan, must be approved by MDE before any data migration occurs.

262. Upon award, the Data Migration Plans will be amended to meet specific migration needs as determined by the Vendor and MDE. During/following conversion completion, the Vendor/MDE must perform the acceptance tests in the Data Migration Plans. MDE will review the acceptance plan results and provide an acceptance or rejection letter signed by the proper MDE authority to the Vendor. Only if the Vendor receives the acceptance letter will the conversion be considered complete and accepted.

F. User Acceptance Testing Plan

263. Vendor agrees to conduct MDE User Acceptance Testing (UAT) to prove that the awarded solution fully meets the requirements of RFP No. 4459.

    a) Vendor agrees that UAT procedures will include proving all end-to-end workflows and all necessary MDE interfaces.

    b) Vendor agrees that UAT will provide a full suite of reports generated during the UAT period to validate the reporting functions.

264. Vendor must agree to regular status meetings with MDE project management team to review progress on UAT. These meetings will occur throughout the Implementation period, ending when Implementation has completed and will be included in the vendor's proposed implementation fees.

    a) Vendor agrees to submit meeting agendas, presentation materials, and subsequent meeting minutes.

265. Vendor must submit with his proposal, a preliminary, comprehensive UAT plan (UATP) to demonstrate Vendor's ability to conduct user acceptance testing to meet the requirements of the solution in accordance with the proposed system(s) design.

266. Vendor's UAT plan must incorporate the following minimum components:

    a) UAT Test Procedures and Methodologies;

    b) UAT Test Report; and

    c) Training Materials.

267. UAT must validate order submission, distributor receipt of orders, real-time inventory adjustments, and allocation adjustments relative to shipments received from USDA.

268. Upon award, Vendor agrees to finalize the preliminary UAT plans with input from the MDE project team.

    a) Vendor agrees that the final UAT plan requires approval from MDE.

    b) Vendor agrees that MDE expects to witness the execution of the UAT.

    c) Vendor agrees that MDE retains the right to determine the success or failure of individual UAT tests.

    d) Vendor must provide the personnel to support the services identified in UAT including MDE Final Acceptance Review (FAR).

269. Vendor must agree to provide the personnel to identify and resolve discrepancies between the results of the legacy system(s) and results of Vendor delivered system.

270. Vendor must agree to take corrective measures at no additional cost to MDE when such discrepancies result as a failure of the Vendor-delivered system(s).

G. User Training and Documentation

271. Vendor must provide thorough online tutorial/training geared toward USDA Food Distribution/WBSCM users.

272. Vendor must provide training documentation and keep it updated as appropriate. Web-accessible format is acceptable to MDE.

273. For general training purposes, Vendor must provide a mock system containing MDE data for use in hands-on training for internal and external users. Web-accessible format is acceptable to MDE.

274. Prior to go-live, Vendor must provide on-site training for three to five primary system administrators (SAs) in all facets including but not limited to oversight, reporting, tasks, workflows, security, archival and audit trail functions. Further, SAs must be prepared to offer training to external users such as RAs and Distributors (train-the-trainer).

275. Prior to go-live, Vendor must agree to adequately train MDE staff users in how to successfully perform their respective tasks and workflows.

276. Vendor must agree to train MDE staff users and administrators in the effective use of the document management system.

277. Training costs should be included in the Vendor's base offering in RFP No. 4459, Section VIII Cost Information Submission. Training that is considered to be outside the base offering must be presented as a separate line item in the cost information submission.

VI. FINAL ACCEPTANCE REVIEW

278. Vendor agrees that upon the successful completion of all implementation phases, including end user training, MDE will conduct a Final Acceptance Review (FAR) to determine whether or not Vendor has satisfied the terms and conditions of the awarded contract, which includes the requirements of this RFP No. 4459, Attachment A.

VII. SOFTWARE ADMINISTRATION AND SECURITY

A. General

279. Solution must provide all software and system administration security features common to best practice USDA Food Distribution/WBSCM management solutions, whether or not specified by this RFP.

280. Solution must provide controlled access to features and functions by configurable, role-based permissions as defined by MDE.

281. Solution must allow the system administrator to set rights for access to data by individual or group.

282. Solution must prevent unauthorized access to the system.

283. Solution must accommodate administrator user rights to any and all workflows and tasks as determined by MDE.

284. Authorized MDE staff must be able to restrict specific user groups from being able to view or print certain types of documentation.

285. The roles, security, and access rights must be easily configurable without Contractor assistance.

286. The proposed solution must adhere to all current, relevant security, and privacy standards.

287. The proposed solution must require Multi-factor Authentication. User identity management activity must be logged and be available for reporting. Logging must, at a minimum, provide details such as timestamp, user, IP, and action performed.

288. The Vendor must describe their established business and technical protocols to ensure that the transmission and storage of information remains encrypted while in transit and at rest.

B. Cloud or Offsite Hosting Requirements

289. For hosted services, the design for the solution must be compliant with the State of Mississippi Enterprise Cloud and Offsite Hosting Security Policy. For access to the State of Mississippi Enterprise Cloud and Offsite Hosting Security Policy, send an email request to Khelli.Reed@its.ms.gov. Include a reference to this RFP requirement as justification for your request.

290. 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.

291. 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:

292. All information obtained by the Vendor under this contract shall become and remain property of the State.

293. 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.

294. 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.

295. 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.

296. 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.

297. 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.

298. 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 according to National Institute of Standards and Technology (NIST) approved methods. Within this 90-day timeframe, Vendor will continue to secure and back up State data covered under the contract.

299. 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.

300. 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.

301. 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.

302. 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.

303. 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.

304. 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.

305. 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.

306. 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

C. Security Audit

307. The Vendor must complete Risk Assessments and Security Audit reports on an annual basis and when additions or changes to functionality affect the security framework and architecture, or when a new vulnerability is identified.

308. The Vendor must cooperate and assist the State in responding to all Federal and/or State, audit and review requests. The Vendor must provide audit support including random sample generation, data extracts, and hard-copy documents, and shall provide any requested data or information.

309. The Vendor must make themselves available for third party auditors that ensure compliance with State and Federal security and privacy rules. The Vendor must provide a mitigation plan for all reported deficiencies. Major and critical deficiencies shall be corrected within established and agreed upon timelines.

VIII. MAINTENANCE AND SUPPORT

A. Customer Support

310. The Vendor must provide continual, around the clock (24/7/365), manned network operating center (NOC) support and monitoring. This includes but is not limited to operating system support, network monitoring and health performance, network availability, and network security reporting. These services must be offered within the continental United States.

311. Vendor must provide a toll-free telephone number for MDE staff to call 24/7/365 and an always-accessible website for trouble reporting. All telephone customer support must originate in the Continental United States and all support staff must be able to communicate clearly in the English Language.

312. Vendor must disclose instances where a third party or sub-contractor is being used for any portion of customer support services, including the intake of reported problems.

313. Vendor must keep the appropriate MDE management and technical support staff updated on the status of trouble resolution.

314. Vendor agrees to provide adequate training for the effective access and use of support services as requested by the State.

315. Vendor agrees to provide always-updated documentation of all support processes.

B. Issue Tracking

316. The Vendor must use an industry standard tracking system to thoroughly document issues and requests for MDE.

317. Describe how operational trouble issues are submitted, prioritized, tracked, and resolved.

318. Describe how software performance issues are submitted, prioritized, tracked, and resolved.

319. Describe how user support issues are requested, prioritized, tracked and resolved.

320. Detail your escalation procedures for responding to trouble tickets, software performance, and user support issues.

321. The Vendor must provide a customer portal for MDE to track help desk ticketing and incident resolution.

322. For issue tracking, solution must be capable of on demand as well as auto-run reporting.

323. The Vendor must provide a monthly issue tracking report as defined by MDE. For example, the report must detail and comment on any open tickets at month's end, all issues opened and closed within the past month, and other details as required by MDE.

C. Service Availability and Restoration

324. For the initial term and any extended terms of service, the Vendor must agree that, except as the result of a catastrophic event, Vendor will provide least 99.98% percent availability of all MDE FDP services, to be measured monthly.

325. Vendor agrees to include as unavailable time, any scheduled outages for preventive maintenance and planned upgrades where the MDE users do not have access to and the use of awarded services.

D. Service Level Agreements

326. MDE requires notifications of service outages or degraded performance. The Vendor must communicate notifications via a support ticket, email, telephone call, or by all three methods, depending upon the severity of the situation. Upon service restoration, the provider shall provide fault isolation and root-cause analysis findings in restoration notices to MDE points of contact.

327. Vendor must provide root-cause analysis notifications within two business days of the incident. The Vendor must use proven technology, processes, and procedures to escalate problems to MDE points of contact via a call tree-based solution, depending on the severity and type of issue.

328. The Vendor must provide a work effort estimate once a root-cause analysis is complete and be willing to expedite issues which rate "Critical" or "Severe" depending on the root-cause.

329. The provider shall follow the problem severity guidelines specified in Table 1 for assigning severity levels for incident creation.

Table 1 – Service Level Agreement

Priority Level	Description of Deficiency	Acknowled-gement	Action Plan/Follow Up	Resolution Time

Table 1 – Service Level Agreement

1 **Critical**	Critical defects are defined as anything that hampers the data-to-day operation of the system for the majority of the end users, no workarounds have been defined and there a potential negative impact to the State.	1 – 2 hours	4 – 8 hours from intake	12 hours
2 **Severe**	Severe defects are defined as anything that frequently impacts some of the State's end users, and a work around has been identified.	2 – 3 hours	8 – 12 hours from intake	24 hours
3 **Moderat** **e**	Moderate defects are defined as something that infrequently impacts some of the State's end users.	4 hours	24 hours	40 hours
4 **Low**	Low defects are defined as something that rarely impact a small number of the State's end users.	4 hours	40 hours	80 hours

E. Remedies for Failure to Meet Service Levels

330. Vendor agrees that service credits will accrue for unscheduled downtime, including Vendor's failure to meet system availability requirements or response time requirements for curing deficiencies.

331. For purposes of assessing service credits, response timeframes will be measured from the time the Vendor is properly notified until the State determines that the deficiency has been resolved.

332. For purposes of assessing service credits, Vendor agrees that credits will be measured in monthly cumulative hours/minutes for unresolved deficiencies and unscheduled downtime.

333. Vendor agrees that Priority Levels 1 and 2 response time deficiencies will be considered unscheduled downtime and will entitle the State to service credits in accordance with Table 2, Service Credit Assessments.

334. Without limiting any other rights and remedies available to State, Vendor agrees to issue service credits in accordance with the measures prescribed by Table 2, Service Credit Assessments.

335. Vendor agrees that service credits will be calculated separately for each applicable deficiency and will be assessed at the end of each month of system maintenance.

336. Vendor agrees that after 30 days of continued, deficient response time, according to the SLA, the State will consider the conditions to be equal to unscheduled downtime and the service credits in the Table 2 will go into full force and effect.

337. Vendor agrees that service credits are not penalties and, when assessed, will be deducted from the State's payment due to the Vendor.

Table 2 – Service Credit Assessments for Unscheduled Down Time

Uptime Range	Length of Unscheduled Monthly Down Time	Monthly Service Credits for Down Time
100% - 99.98%	0 – 8.74 minutes	$0.00
<99.98% - 99.45%	>8.74 minutes – 4 hours	$3,000.00
<99.45% - 98.35%	>4 hours – 12 hours	$9,000.00
<98.35% - 96.70%	> 12 hours – 24 hours	$18,000.00
	Each additional block of: Up to 4 hours >4 hours - 12 hours or >12 hours - 24 hours	$3,000.00 $9,000.00 $18,000.00

Table 2b – Service Credit Assessments Per Incident for Timeframes Defined in Table 1

Priority Level	Service Credit for Failure to Meet Response Requirement	Service Credit for Failure to Provide Action Plan/Follow Up	Service Credit for Failure to Meet Resolution Requirement
Severity 1 – Critical Respond: 1 – 2 hours Action Plan: 4 – 8 hours Resolve: 12 hours	$1,500.00	$1,500.00	$3,000.00
Severity 2 – Severe Respond: 2 – 3 hours Action Plan: 8 – 12 hours Resolve: 24 hours	$1,000.00	$1,000.00	$2,000.00
Severity 3 – Moderate	$500.00	$500.00	$1,000.00

Priority Level	Service Credit for Failure to Meet Response Requirement	Service Credit for Failure to Provide Action Plan/Follow Up	Service Credit for Failure to Meet Resolution Requirement
Respond: 4 hours Action Plan: 24 hours Resolve: 40 hours			
Severity 4 – Low Respond: 4 hours Action Plan: 40 hours Resolve: 80 hours	$250.00	$250.00	$500.00

F. System Monitoring

338. Vendor agrees to provide monitoring services to cover all the services provided by the Vendor, including but not limited to:

   a) Network connectivity (i.e., whether the network is up or down, and real-time bandwidth usage);

   b) Full stack application monitoring;

   c) Services running on the operating systems;

   d) Performance indicator;

   e) Network latency;

   f) Utilization (e.g., memory, disk usage);

   g) Trending (for minimum of one year);

   h) Sharing of the monitored data with MDE through a portal;

   i) High Availability—provider must have capabilities to detect failover to another region or availability zone in the event MDE workload and services failover; and

   j) Vendor must provide detailed examples of how it has integrated alerts that are triggered by monitoring technologies into their support processes.

G. Patching

339. The Vendor must provide patching capabilities for all MDE systems in the cloud. Patching must cover all Microsoft and non-Microsoft vulnerabilities.

340. The Vendor must manage deployment of new patches in MDE environment before production deployment.

341. The Vendor must provide MDE with a list of patches to be applied before each patching event.

342. From time to time, MDE may request that specific patches be performed outside of the normal monthly patching cycle. The provider must be capable of support these out-of-cycle patch requests.

H. Software/Product Updates

343. Once available, Vendor must provide all software updates necessary to keep current with the proposed solution's technology standards, industry standards, third party software upgrades, enhancements, updates, patches, and bug fixes, etc.

344. Such Software updates shall include but not be limited to enhancements, version releases, and other improvements and modifications to the core solution software, including application software.

345. Vendor agrees that maintenance services will also include maintaining compatibility of the solution software with any and all applicable contractor provided interfaces.

346. Vendor agrees that prior to installation of any third-party software or any update thereto, Vendor must ensure compatibility, promptly upon release, with the then current version of the software.

347. Vendor agrees to ensure compatibility with all required or critical updates to third party software, including without limitation, service and compatibility packs, security patches, and updates to operating systems.

348. Vendor agrees that third party application software incorporated by the Vendor is subject to the same maintenance and service obligations and requirements as the application software components that are owned or are proprietary to the Vendor.

349. Enhancements and updates must be included with annual maintenance fees which must be included in RFP No. 4459, Section VIII Cost Information Submission.

I. Technology Refresh and Enhancements

350. Vendor agrees to conduct joint technology reviews with the State to guarantee that the software and system security are adequate for State purposes and are consistent with then-current technology used in similar systems.

J. Change Order Rate

351. After implementation and acceptance of the services procured by this RFP, MDE 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. 4459.

K. Other Requirements

352. ITS acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.

353. 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.

IX. DELIVERABLES

354. Vendor must agree to provide the deliverables described in Table 3 below so that the State can evaluate Vendor capabilities, make preliminary deliverables as detailed as possible to show compliance with the specific RFP requirements. Post award and prior to implementation, Vendor and MDE will amend deliverables as appropriate. MDE approval is required for all deliverables prior to implementation.

Table 3 - Deliverables

Deliverables
Implementation Requirements (Section VI)
1. Project Management Plan (PMP) (Item C)
2. System Design and Development (SDD) (Item E)
3. Data Migration Plan (DMP) (Item F)
4. User Acceptance Testing Plan (UATP) (Item G)
5. User Acceptance Approval of Items in (Item G)
6. Complete and Functional System Without Defects
7. User Training Documentation (Item H)
System manuals and project documentation - complete and all inclusive.