

Attachment A

to

RFP 4594

Mississippi Insurance Department
(MID)

Web-Based Licensing System

Technical Requirements

ITS Project No. 47891

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I. GENERAL

A. How to Respond to this Section

1. Beginning with Item 13 of this section, 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 in 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. General Overview and Background

8. The Mississippi Insurance Department (MID) provides electronic producer licensing transactions that include applications, renewals, appointments, and terminations functionalities. MID is currently in a 5-year contract that is set to expire on June 30, 2025.
9. Below is a link to the Mississippi Insurance Department’s website.
<https://www.mid.ms.gov/>.

C. Procurement Goals and Objectives

10. MID seeks a Vendor to provide MID, insurance producers, entities, and companies with the online tools needed to perform their daily functions while servicing the people of Mississippi without issues or interruptions.
11. MID desires to replace their current system with a web-based, modern licensing application that will have better functionality and provide additional features for the entire department.

D. Current Environment

12. MID has eleven major functions that the new system must address: (1) Revenue Management, (2) Company Administration, (3) Producer Administration, (4) Continuing Education Administration, (5) Consumer Complaints, (6) Rate and Form Filings, (7) Examinations, (8) Investigations and Legal Process, (9) Fire Marshal Regulation, (10) LC Gas, and (11) Elevators. A basic description of each function as it is currently performed can be found in Attachment D.

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E. Vendor Qualifications

13. The Vendor must have substantial, proven experience providing products and services for the operation of state insurance departments. Vendor must provide a description their experience in this industry.
14. The Vendor must provide the location of its principal office and the number of executive and professional personnel employed at this office.
15. The Vendor's project staff must agree to work closely with the State's staff in all aspects of this project. The State will identify a primary contact to serve as the MID Project Manager for all project activities.
16. The Vendor must, with their proposal response, provide resumes and references for each key individual to be assigned to the project. Resumes for key personnel to be supplied by subcontractors must also be provided. Resumes must reflect qualifications and recent experience relevant to the scope of work indicated in this RFP. Each resume must include at least three references that can be contacted to verify the individual's qualifications and experience. Each reference must include the individual's name, title, company name or organization, mailing address, e-mail address, and telephone number.
17. The Vendor Project Manager must provide weekly written status reports. These status reports must include the following: an open items list, recap of the previous period's work, preview of the next period's tasks, status of major activities, target dates for completion of remaining tasks, any potential delays in reaching target dates, and the basis for those delays, and any proposed revisions to the overall work schedule.

II. FUNCTIONAL/TECHNICAL REQUIREMENTS

A. Global Conditions

18. Solution must provide three (3) MID staff, acting as system administrators, the ability to maintain security tables which indicate system privileges and rights assigned to specific users and groups of users.
19. Solution must provide for the MID staff the capability to view, update, and/or delete privileges to certain users and/or groups via security table maintenance. This capability must exist to grant privileges all the way down to the field level.
20. The system must provide MID staff with the ability to easily maintain all tables and business rules.
21. In order to track changes, the system must provide an effective, dated audit trail for all business rules.
22. Solution must provide the ability for MID staff to run SQL reports and queries on the data and to perform MS WORD mail-merges with the data.
23. Solution must track time/date of updates and track which user performed the update.
24. Solution must be compliant with privacy issues such as those concerning Social Security Numbers, HIPAA, Gramm-Leach-Bliley Act, and any applicable Federal Trade Commission privacy rules. Vendor must ensure the solution follows the State, Federal, and industry security policy guidelines to be in compliance.

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25. Solution must be adaptable due to changes in Mississippi law, NAIC initiatives, or requirements of the MID.
26. Solution must provide a seamless interface between MID state office operations and NAIC I-SITE inquiries.
27. The point-of-sale system must meet all Payment Card Industry (PCI) requirements, and any Mississippi security compliance requirements. See Section N for more details.

B. Revenue

28. Solution must reconcile funds collected to work activity by:
 - a. Type,
 - b. Division, and
 - c. Fund Distribution
29. Solution must provide mechanism to disallow any work activity without receipt of corresponding funds equal to or greater than the price of the work.
30. Solution must flag and track returned checks and adjustments.
31. Solution must automatically invoice agent license renewals.
32. Solution must invoice for:
 - a. other activities of the agency (such as copies, adjusting invoices, research, postage, etc.)
 - b. underpayments or adjustments.
33. Solution must provide refunds or partial refunds for overpayments of fees.
34. Solution must provide SAAS interface for all receipts. See Section N – Payment Processing Requirement for requirements.
35. Solution must enable deposit of monies within established time frames.
36. Solution must be able to allocate a single credit card transaction, check, money order, or cash receipt to multiple activities and funds.
37. Solution must be able to relate a single activity to multiple checks, money orders, and/or cash receipts.
38. Solution must be able to void payments or refunds that have been previously recorded or make other adjustments as necessary.
39. Solution must track all invoices and payments.
40. Solution must produce aged trial balances.
41. Solution must process treasury transfers and documentation of transfers.
42. Solution must provide the following reports:
 - a. Reconciling of daily EFTs and all other fund sources to activity (Summary and Detail)
 - b. Exception reports by activity
 - c. Produce report for any time frame of fees, activities by division
 - d. Daily deposit reports

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- e. Cash receipts journal
- 43. Solution must provide audit trails by:
 - a. Company number,
 - b. Producer number,
 - c. Check number, and
 - d. Payor
- 44. MID would prefer solution to include automatic invoicing of company assessments.
- 45. Solution must allow for current fee structure as mandated by statute and for changes to fee structure in the future.
- 46. Solution must allow for manual deposits of cash, checks, and money orders received in the mail or from walk-ins.
- 47. Solution must provide for manual recording of cash received from walk-ins.

C. Company Administration

- 48. Solution must be able to electronically receive company licensing data submitted through National Association of Insurance Commissioner Internet-State Interface Technology Enhancement System (NAIC's I-SITE) for UCAA expansion or corporate amendments.
- 49. All company information must be held permanently. Such information from the current system must be converted to the new system. Current company license information contained in the current licensing system and the past five years of such information must be converted to the new system.
- 50. Solution must be able to handle data on all types of companies which MID tracks. This data includes:
 - a. Company name,
 - b. Name,
 - c. Home address,
 - d. Mailing address,
 - e. Date first licensed,
 - f. Mississippi license information,
 - g. NAIC company code,
 - h. Phone number,
 - i. Where organized,
 - j. Lines,
 - k. Comments,
 - l. Actions and dates of action,
 - m. Agent of process,
 - n. Contacts,
 - o. Status information, and
 - p. Current and historical data must be stored and available.

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51. Solution must provide MID personnel the ability to create, maintain, and print company license and renewal data. Such processing must be made to follow Mississippi business rules, which should be maintainable by MID personnel who are given security clearance to do so.
52. MID prefers a means by which to easily follow history of a company chronologically, including being able to relate companies that result from a corporate change, such as a merger or name change.
53. Solution must allow for efficient inquiry on current company license information by MID personnel, some of which are in divisions other than the Company Division. Historical information could then be displayed upon specific request. Initial inquiry should be based on company name, MS license number, or NAIC CoCode (company code).
54. MID prefers having the ability for public access of particular company information via the Internet. Under the existing system, much time is spent by the Company Division in giving out information to the public. Making some company information available via the Web would alleviate this situation.
55. Solution must provide MID the ability to produce electronic copies of company information.
56. Solution must provide for computer storage and processing of current and historical data for all company types.
57. Solution must allow for initial license and renewal applications for company licenses through the Internet using Mississippi business rules.
58. Solution must provide seamless integration with NAIC's I-SITE.

D. Producer and Continuing Education Administration

59. Solution must enable resident and non-resident producers to file electronically.
60. Solution must be able to access the National Insurance Producers Registry (NIPR), Producer Database (PDB), and Regulatory Information Retrieval System (RIRS) producer data.
61. Solution must be able to maintain Mississippi NIPR producer data.
62. Solution must maintain producer information including:
 - a. Demographics,
 - b. License information,
 - c. Lines, and
 - d. Certificate of authority information.
 - e. Must store current year and five years of historical information.
63. Solution must allow for initial license and renewal application through the Internet using Mississippi business rules for:
 - a. Producer licenses,
 - b. Business entities,
 - c. Certificates of authority, and
 - d. Cancellations of certificates of authority.

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64. Solution must provide MID personnel the ability to create, maintain, and print:
 - a. License and renewal data,
 - b. Appointment data,
 - c. Letters of clearance, and
 - d. Certification.
 - e. Such processing must be made to follow Mississippi business rules, which should be maintainable by those MID personnel with appropriate security clearance.
65. Solution must provide MID personnel the ability to enter data electronically for walk-ins and mail-ins.
66. Solution must track pre-license and renewal requirements including continuing education requirements.
67. Solution must maintain and track:
 - a. Continuing education providers,
 - b. Approved courses,
 - c. Instructors, and
 - d. Course completion by attendee.
68. Solution must be able to accept data concerning exam results from Testing Services, Inc. MID currently has a contract with this company that will remain in place.
69. Solution must be able to accept data from continuing education providers.
70. Solution must be able to track relationships between business entities and producers.
71. Solution must be able to track relationships between producers and companies.

E. Consumer Complaints Administration

72. Solution must allow MID personnel to maintain and/or view (depending on security rights) NAIC standard complaint information and MS specific information including:
 - a. Date received,
 - b. Insured's name,
 - c. Address
 - d. Phone number,
 - e. Daytime phone number
 - f. Follow up dates,
 - g. Policy number,
 - h. Mississippi license number,
 - i. Inquirer name,
 - j. Comments,
 - k. Amounts recovered, and
 - l. Company contacts.
73. Solution must provide functionality to run ad-hoc and standard reports including:

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- a. Follow up report,
 - b. Count by date received,
 - c. Print of one record's details,
 - d. Select records by NAIC CoCode,
 - e. Recovered amounts by closed dates,
 - f. Summary amount by examiner,
 - g. Medicare report,
 - h. Examiner caseload by opened date.
74. Solution must provide checking of data for correctness and completeness.
75. MID prefers provision for on-demand upload of data to NAIC.

F. Rate and Form Filings

76. Solution must track receipt of electronic rate and form filings.
77. Solution must relate electronic funds from SERFF to corresponding filing.
78. Solution must track receipt of paper rate and form filings by the following:
- a. Divisions type and
 - b. Fund number.
79. Solution must track activities performed concerning each filing.
80. Solution must track staff members who are assigned to the filing.
81. Solution must record information concerning actuary involvement.
82. Solution must check that electronic fund amount matches cost of filings.
83. Solution must provide seamless integration with SERFF such that the SERFF functionality MID now uses is maintained.
84. MID personnel must be able to inquire on filing by check number for checks received from walk-ins and mail-ins.
85. Solution must check within the determination process to ensure the company has a current license for the type and lines of insurance of the filing.
86. MID prefers that the system allows users to enter company identifier (license number, NAIC CoCode, or company name) and then pull in the corresponding company information from the company database automatically.
87. Solution must offer ability to pull records by:
- a. License number,
 - b. NAIC CoCode, or
 - c. Company name.

G. Examinations

88. Solution must provide seamless integration with NAIC's I-SITE.
- a. MID prefers the ability to keep inventory receipts of:
 - 1. Annual statements,
 - 2. Quarterly statements, and

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3. Supplemental filings.

89. MID prefers for solution to track filings that are overdue and produce reports/letters concerning such.
90. Solution must track information pertaining to:
 - a. Each specific examination,
 - b. Actions taken, and
 - c. Examiner working the examination.

H. Investigations and Legal Process

91. Solution must provide seamless integration with NAIC's RIRS and Special Activities Database (SAD) systems for update of Mississippi information and inquiry on information from other sources.
92. Solution must allow inquiry on consumer complaints.
93. Solution must allow ability to flag companies and producers under review so that a License cannot be issued without approval.

I. Fire Marshal

94. Solution must maintain license information, including county, for mobile home industry.
95. MID prefers the solution to keep track of inspections by:
 - a. County,
 - b. District
 - c. Region, and
 - d. Inspector.
96. MID prefers to be able to print forms for dealer lot inspections.
97. MID prefers the solution have ability to track inspections.

J. Marketing

98. The MID wants to ensure that the online licensing functionality is used to the fullest extent possible. Vendor must describe what marketing functions will be provided to promote the use of the proposed system.

K. Documentation

99. The Vendor must agree that MID shall have the right to reproduce any and all physical documentation supplied under the terms of the agreement resulting from this RFP, provided, however, such reproduction shall be for the sole use of the MID and shall be subject to the same restrictions or use and disclosure as contained elsewhere in the agreement resulting from this RFP.
100. The Vendor must provide "quick reference sheets" on the basic functionality of using the application for the purpose of user training.
101. The Vendor must provide all documentation including but not limited to manuals, instructions, and system updates.

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102. The Vendor must specify how documentation will be distributed when updates to the application are implemented.

L. Security

103. The MID systems administrator must be able to specify privileges, access, and capability for each user through the database login and password function.

104. The MID systems administrator must be able to define each user's data access based on job function (on a need-to-know basis).

105. The Vendor shall maintain the confidentiality of MID data.

106. The MID is especially sensitive with regard to protecting social security numbers (SSN). Vendor must ensure that SSNs are not displayed as a part of routine searches or reports. In addition, vendor must describe how this data will be protected.

107. All Internet transactions must be encrypted or handled through SSL.

108. Any data entry mechanism proposed must be subject to multi-level security. Vendor must detail application security measures for the proposed solution.

109. The system must be able to revoke user access after a certain number of consecutive attempts to login.

110. The system must provide security and access controls that do not depend on 'hard-coded' program logic.

111. The MID systems administrator must have the ability to restrict user access at all system levels including: modules, functions, transactions, screens, and data entities.

M. Performance

112. MID requires specific assurances that the proposed system will meet performance standards. Listed below are MID's desired performance standards. Vendor must agree to these performance standards or propose alternate standards that will be evaluated to determine acceptability in meeting this requirement.

113. The system must perform successfully in accordance with the RFP functional requirements, at the judgment of MID.

114. The system must perform successfully in accordance with all manufacturer and Vendor's technical and user specifications.

115. Response time should provide smooth screen scrolling and screen updates on local network attached desktops. Transaction response time should not exceed these preferred maximum response times at peak workload. These times do not include the load time of any client software to start the application and connect to the database. The Vendor must provide a means of documenting these response times.

Display of Forms	2 seconds
Information Transfer to and display at a remote workstation	2 seconds
Select and display information for a remote workstation	2 seconds

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Display of associated information	4 seconds
Display of drop down field information	2 seconds
Committing information to the appropriate databases	6 seconds
Information status changes and displays	4 seconds

N. Payment Processing Requirements

116. The Vendor must obtain and maintain Payment Card Industry certification from a credible evaluating entity. The Vendor must adhere to the Payment Card Industry's Data Security Standards (PCI-DSS) and PCI card industry standards. (<https://www.pcisecuritystandards.org>).
117. The Mississippi Department Of Finance And Administration's Administrative Rule for Payments By Credit Card, Charge Card, Debit Cards Or Other Forms Of Electronic Payment Of Amounts Owed To State Agencies requires the use of the state's credit card processor (Tyler Technologies, formerly known as NIC Mississippi) to process electronic payments. The Administrative Rule can be referenced in Attachment B.
118. Tyler Technologies is the single point of entry for all e-commerce transactions. Vendors must use the official payment processor for any services where electronic payment is required. See Attachment C for details on how to interface with the system.
119. The following payment methods accepted through Tyler include: Visa, Master Card, American Express, Discover, electronic check, and subscription (monthly billed).
120. If the Vendor has a preferred payment processing solution and believes that using the State's payment solution is not technically possible or presents an undue burden, the Vendor must provide a detailed explanation or the issue in their proposal response. Should the State decide that using the Vendor's payment solution is in the best interest of the State, the Mississippi Department of Insurance will use this information to apply for a waiver as outlined in DFA's Administrative Rule referenced in Attachment B.
121. If the State agrees to use the Vendor's payment solution, the Vendor must assume all responsibility for meeting Payment Card Industry (PCI) compliance requirements.
122. Vendors not using the State's approved payment solution must demonstrate PCI compliance annually and assume all liability in the event of a system breach.
123. Vendors not using the State's approved payment solution must comply with all regulations regarding handling of state funds as required by official Mississippi Code of 1972, Annotated.

O. State of Mississippi Enterprise Cloud and Offsite Hosting Security Policy

124. Vendor understands and agrees that all proposed hosting services will allow MID to comply with the State of Mississippi Enterprise Cloud and Offsite Hosting Security Policy specified below in this section of this RFP.
125. Per rule 1.4 of the State of Mississippi Enterprise Cloud and Offsite Hosting Security Policy, each agency must ensure that new contracts and amendments include the terms and conditions approved by ITS. The terms and conditions provided below are

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applicable for State of Mississippi data that the agency has categorized as public and private data.

126. **Data Ownership:** The State of Mississippi (State) shall own all right, title and interest in all data used by, resulting from, and collected using the services provided. The Service Provider 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.
127. **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 Service Provider or any party related to the Service Provider for subsequent use in any transaction that does not include the State.
128. **Data Location:** The Service Provider shall not store or transfer State data outside of the United States. This includes backup data and Disaster Recovery locations. The Service Provider will permit its personnel and contractors to access State data remotely only as required to provide technical support.
129. **Notification of Legal Requests:** The Service Provider 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 Service Provider shall not respond to subpoenas, service of process, or other legal requests related to the State without first notifying the State unless prohibited by law from providing such notice.
130. **Termination and Suspension of Service:** In the event of termination of the contract, the Service Provider shall implement an orderly return of State data in CSV or XML or another mutually agreeable format. The Service Provider 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 Service Provider 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 agreement in entirety, the Service Provider shall maintain the existing level of security as stipulated in the agreement and 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 Service Provider 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

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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.

131. Encryption

- a. The Vendor shall encrypt all non-public data in transit regardless of the transit mechanism.
- b. 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:
 - 1. 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).
 - 2. The Vendor and the State shall reach agreement on the level of liability insurance coverage required.
 - 3. 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.
 - 4. At a minimum, the policy shall include third party coverage for credit monitoring, notification costs to data breach victims, and regulatory penalties and fines.
 - 5. 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.
 - 6. The policy shall include a provision requiring that the policy cannot be cancelled without thirty (30) days written notice.
 - 7. The Vendor shall be responsible for any deductible or self-insured retention contained in the insurance policy.
 - 8. The coverage under the policy shall be primary and not in excess to any other insurance carried by the Vendor.
 - 9. 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.

132. Breach Notification and Recovery

- a. Unauthorized access or disclosure of non-public data is considered to be a security breach. The Vendor will provide immediate notification and all

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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.

133. **Background Checks:** The Service Provider shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration of a minimum of one (1) year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents.
134. **Security Logs and Reports:** The Service Provider 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.
 - a. These mechanisms should be defined up front and be available for the entire length of the agreement with the Vendor.
135. **Contract Audit:** The Service Provider 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.
136. **Sub-contractor Disclosure:** The Service Provider 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 Service Provider, who will be involved in any application development and/or operations.
137. **Sub-contractor Compliance:** 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.
138. **Processes and Procedures:** The Service Provider 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.
139. **Operational Metrics:** The Service Provider and the State shall reach agreement on operational metrics and document said metrics in the Service Level Agreement. Examples include but are not limited to:
 - a. Advance notice and change control for major upgrades and system changes;
 - b. System availability/uptime guarantee/agreed-upon maintenance downtime;

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- c. Recovery Time Objective/Recovery Point Objective; and
- d. Security Vulnerability Scanning.

III. HOSTING ENVIRONMENT REQUIREMENTS

A. Application Service Provider Requirements

- 140. The Vendor must host the application and provide all products and support.
- 141. The Vendor must identify the maximum number of concurrent users and describe the conditions that the standard system will support. This information must be provided in response to the RFP.
- 142. The Vendor must provide detailed description and specifications of any software needed by the MID for the implementation of this project.
- 143. It is the Vendor’s responsibility to work with MID to perform analysis, design, development, and implementation with MID approval points throughout the life of this project. Vendor should be aware that the initial analysis will require extensive interviewing to determine Mississippi-specific requirements.
- 144. The Vendor must furnish and maintain all software, databases, and interfaces as necessary to deploy the system as defined herein.
- 145. The Vendor shall propose and adhere to a disaster recovery plan, all at the Contractor’s expense.
- 146. Requirements for Vendor-hosted web site:
 - a. The Vendor must provide 24x7x365 support of the web site.
 - b. The Vendor must guarantee uptime of 99% during routine work hours each month, subject to credits or refunds for uptime of less than the guaranteed. In the event that MID or one of its users is unable to achieve the 99% application availability for a given month, Vendor must refer to Table 2 - Service Credit Assessments for associated penalties.
 - c. Vendor must agree to perform any maintenance or system updates during non-prime time hours.
 - d. The Vendor must provide redundant Internet connections for the server(s) hosting the MID application.
 - e. The Vendor must provide a web-based remote management capability for systems administration functions.
 - f. The Vendor must complete daily backups of the site. Vendor should submit plan for retention of data for end of month, end of quarter, and end of year.

Table 2 – Service Credit Assessments

Length of Continuous Unscheduled Downtime	Service Credits
1 to 4 hours	One day of Service Credits equal to 1/30th of Monthly Fees
4 to 48 hours	Two days of Service Credits equal to 1/15th of Monthly Fees

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Table 2 – Service Credit Assessments

48 to 96 hours	Five days of Service Credits equal to 1/6th of Monthly Fees
Each additional block of 96 hours thereafter	Additional Five days of Service Credits equal to 1/6th of Monthly Fees

147. Any Internet-based software proposed must comply with Priority One of the World Wide Web Consortium's (W3C's) Web Accessibility Initiative and guidelines in Section 508 of the Rehabilitation Act that are not covered in W3C Priority.
148. All Graphical User Interfaces (GUI) and reports must be approved by the MID during the design process.
149. The Vendor must ensure that upon termination or expiration of any resulting Agreement that transition of the site from the Contractor to the customer or to a successor host will be accomplished with minimal interruption of the site's accessibility and insignificant changes to the site's appearance and functionality. Vendor must fully describe how such a transition would occur.

B. Business Continuity/Disaster Recovery

150. So that MID can assess Vendor's business continuity strengths, Vendor must provide a preliminary business continuity plan that reveals Vendor's ability to analyze, design, implement, test, and maintain cloud services.
151. The business continuity plan must reveal contingency and disaster recovery strategies available to MID for the services sought by this RFP. At a minimum, the plan must address such questions and issues as:
 - a. What are your plans, procedures, and technical measures that will restore MID services as quickly and effectively as possible following a service disruption? So that MID can properly evaluate your response, provide as much detail as possible.
 - b. Is the distance between the backup facility and the primary facility adequate to ensure one incident does not affect both? Do the two sites provide redundant power and networking?
 - c. Describe your process for notifying MID when a major event has occurred or is likely to occur that will impact service? How do you keep your process and contacts updated?
 - d. Describe your plans for periodically testing business continuity and disaster recovery processes.
152. Upon award, the agreed upon Recovery Point Objective (RPO) and Recovery Time Objective (RTO) must be accounted for and documented in the resulting plans for business continuity and disaster recovery.

IV. IMPLEMENTATION REQUIREMENTS – STATEMENT OF WORK

A. Vendor Acknowledgement

153. This section outlines the minimum expectations of the awarded Vendor for implementation of the selected solution. Implementation deliverables will reveal the Vendor's expertise in project management, data conversion/migration, and

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acceptance testing, etc. MID expects the preliminary implementation plans to be refined by the awarded Vendor and MID project managers during the implementation process. Whether the awarded Vendor will need to be onsite at any time will be determined by the implementation project demands. MID reserves the right to require onsite Vendor participation if it would be in the best interest of MID.

154. The State expects the awarded Vendor to be responsible for design, configuration, conversion/migration, implementation, testing, training, hosting, maintenance, and support of the awarded solution.
155. The State expects implementation with limited interruption to incumbent MID business operations. Any interruption to such operations must be approved by MID and conducted in a way to prevent loss of service.
156. Upon award, MID intends for the requirements set forth in RFP 4594, Attachment A to RFP 4594, and the awarded Vendor's proposal, including any subsequent, agreed upon provisions and revisions, to act as the Implementation Statement of Work.

B. Project Work Plan and Schedule

157. Vendor must propose a project work plan that includes an implementation plan and schedule. The plan must include, but not be limited to, tasks (all phases), estimated hours per task, major project milestones, quality assurance checkpoints, etc. Provide an estimated timetable detailing all phases of implementation from the point of contract execution through completion of go-live, final system acceptance, and user training to MID staff and end users.
158. Upon award, the Vendor and MID will jointly modify the proposed plans as appropriate to meet implementation objectives. MID expects the Vendor to work with the MID Project Manager to ensure effective project management during all phases.
159. Vendor will be responsible for any integration, migration, or implementation issues that may arise during implementation.
160. As it relates to this procurement, Vendor must state all assumptions or constraints regarding the proposed solution and overall project plan, timeline, and project management.
161. 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. Vendor must recommend a high-level strategy that MID can take to mitigate these risks.
162. The implementation plan must include multiple environments, including Development, User Testing, Final Acceptance Testing, and Production.
163. In the testing environments, all customizations, integrations, and interfaces must be tested and validated.

C. Data Conversion

164. The data must be converted from the current system to the system proposed to aid in establishing the new data files. The Vendor must describe plans for converting the existing data files. It will be the Vendor's responsibility to complete the successful conversion of the data specified.

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165. Conversion costs should be calculated based on the Fully Loaded Hourly Change Order rate multiplied by the anticipated level of effort involved. Vendor should propose a not-to-exceed price for the conversion effort. For this particular phase, Vendor will be compensated for actual hours expended up to the not-to-exceed cost rather than by deliverable or firm fixed price.
166. The Vendor must convert the files that have been identified into the new system. The Vendor must design, develop and implement any automation to be used in conversion.
167. MID will be solely responsible for sanitizing the existing data. Additionally, MID will bear sole responsibility for providing all manual data entry required to provide a fully functioning system.
168. The Vendor must provide a means to populate any new data elements into the new system in the most automated fashion as possible. MID will be responsible for populating any new required system data elements that do not exist in the current MID system.
169. The Vendor must provide statistical reports with record counts to show where data is imported from and where it now resides to enable MID to verify that the desired results have been achieved. MID will be responsible for the quality and integrity of the existing system data to be used in the conversion process.
170. The Vendor must provide all programs required to integrate existing MID data files and to identify conversion issues and missing data elements required for the new system.
171. The Vendor must submit formal Conversion Test Results for MID to view and approve prior to the final file conversion. MID will be responsible for the manual analysis of data from the existing system prior to using that data for the new system.
172. The Vendor must provide as a component of data conversion, a data entry mechanism to capture historical data that currently exists on paper or cards only.
173. The Vendor must provide a means of identifying records that are converted from current legacy systems and imported into the new system.
174. The MID is aware of the following potential problems in the data conversion effort:
 - a. Companies with the same name, different admission dates, and MS ID numbers.
 - b. Companies with no MS ID numbers.
 - c. Companies with no specific admission date; MID uses “prior to 1903.”
 - d. The handling of a single license per year for multi-line companies. Under the existing system, companies with both Life, Health, and Accident lines and Property and Casualty Lines must carry two licenses. This particularly causes confusion for those multi-line companies which carry the accident and health line. The new system should handle the multiple licenses per company for the historical, converted data; single licenses for licenses created within the new system; and, links to follow the formation of the one license from the combination of the two licenses within the prior year.

D. Training Requirements

175. The Vendor must be able to furnish a full range of onsite instructor-led technical training to six (6) MID staff and three (3) system administrators. Vendor will be

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required to provide both technical and user training on the proposed system to designated MID staff. For user training, Vendor should propose a 'train the trainer' approach. In addition, Vendor must propose a cost per day for additional training that is a fully loaded cost, inclusive of all travel expenses.

176. Should MID require additional training beyond the first year, Vendor must provide training costs in the Cost Submission Form for subsequent years or confirm that training costs will remain the same for the life of the contract.
177. Training should be competency based with adequate verification by Vendor to ensure that MID employees can utilize the system to accomplish their day-to-day operations.
178. Training should include development and maintenance of screens and tables, as well as report writing.
179. All training materials will become the property of the MID including training plans, guides, training review instruments, computer-assisted aids, and audio-visual aids.
180. Upon award, the Vendor must supply electronic copies, for unlimited reproduction, of all course materials to include materials and texts necessary for training. The attendees upon completion of training will retain the course material. MID agrees to only reproduce these materials for training purposes within the agency.
181. The Vendor must provide sufficient training for staff in the proposed ad hoc reporting and report writing tools.

E. Acceptance Test Plan

182. The purpose and net result of the acceptance test is to determine that the system proposed and installed meets the technical and functional requirements outlined in these specifications. A system considered 'acceptance test ready' is defined as a system that has completed a full system test with no known outstanding material defects.
183. The Vendor must provide a proposed 'Acceptance Test Plan' (ATP) prior to implementation of the system. The ATP must show events, sequences and schedules required for acceptance of the system. MID must provide written approval that the proposed ATP is complete and acceptable.
184. MID personnel will conduct acceptance testing of the system after system testing has been completed and certified by the Vendor. The Vendor must participate in the acceptance testing of the system by providing technical staff at MID's office location to provide assistance in demonstrating all functions of the system. The system must be demonstrated to be operational by MID employees to ensure that proper training has been received.
185. The Vendor must agree to and allow for an acceptance period of 30 calendar days in accordance with the work plan delivery schedule.
186. In the event that one or more modules is not accepted based on the test criteria, the Vendor must provide, at his own expense, whatever software or remedy may be required to meet the acceptance criteria within 10 working days.
187. The system must meet performance requirements as stated in Section M Performance of this RFP. MID, and the Vendor will mutually define the criteria for the performance test.

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188. The Vendor must provide all documentation for the module being tested before acceptance testing will begin.
189. The Vendor must conduct an operational systems test of the proposed system and certify, in writing, that the system is ready for use and will perform in accordance with the requirements stated in this document. The Vendor must ensure that the system in general and each module of the system in particular operates according to specifications before turning the system over to MID. MID will not debug modifications for the Vendor.

F. Final Acceptance Review

190. Vendor agrees that upon the successful completion of all implementation phases, including end user training, MID 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 RFP No. 4594, and Attachment A to RFP 4594.

V. SUPPORT AND MAINTENANCE

A. User Help Desk Requirements

191. Vendor must provide a help desk for MID staff which shall be available twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year, via a toll-free number.
192. The Vendor must specify the annual cost, if any, of operating the help desk.
193. Vendor and MID must agree on turnaround times on resolution of calls.

B. Issue Tracking

194. The Vendor shall use an industry standard tracking system to thoroughly document issues and requests for MID.
195. Vendor must describe how operational trouble issues are submitted, prioritized, tracked, and resolved.
196. Vendor must describe how software performance issues are submitted, prioritized, tracked, and resolved.
197. Vendor must describe how user support issues are requested, prioritized, tracked and resolved.
198. Vendor must detail its escalation procedures for responding to trouble tickets, software performance, and user support issues should a support call not be satisfactory.
199. The Vendor shall provide a customer portal for MID to track help desk ticketing and incident resolution.
200. Details of MID environments must be readily available to any authorized support personnel of the provider, including but not limited to architecture diagrams, network connectivity diagrams, service level agreements (SLA), contacts, backups, and monitoring alerts.
201. The Vendor must provide a monthly issue tracking report as defined by MID. For example, the report must detail and comment on any open tickets at month's end,

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all issues opened and closed within the past month, and other details as required by MID.

202. The issue tracking solution must be capable of on demand as well as auto-run reporting.

C. Service Level Agreements

203. MID requires notifications of service outages or degraded performance. The Vendor shall 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 MID points of contact.
204. Vendor must provide root-cause analysis notifications within two business days of the incident. The Vendor must have proven technology, processes, and procedures to escalate problems to MID points of contact via a call tree-based solution, depending on the severity and type of issue.
205. 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.
206. The provider shall follow the problem severity guidelines specified in Table 1 for assigning severity levels for incident creation.

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Table 1 – Service Level Agreement

Priority Level	Description of Deficiency	Response Required	Resolution Time
1 Critical	System is down (unscheduled downtime) or is practically down (e.g., extremely slow response time) or does not function at all, as determined by State. There is no way to circumvent the problem; a significant number of State users, including distributors and recipient agencies are affected. A production business system is inoperable.	Within One hour from intake	Eight consecutive hours from intake
2 Severe	A component of the solution is not performing in accordance with the specifications (e.g., slow response time), creating significant State business impact, its core functionality is not available, or one of system requirements is not met, as determined by State.	Within Four hours from intake	24 hours from intake
3 Moderate	A component of the solution is not performing in accordance with the specifications; there are unexpected results, moderate or minor operational impact, as determined by State.	Within 24 hours from intake	14 days from intake
4 Low	As determined by the State, this is a low impact problem, that is not significant to operations or is related to education. Some examples are general <i>how to</i> or informational solution software questions, understanding of reports, general <i>how to create reports</i> , or documentation requests.	Within 48 hours from intake	Resolve educational issues as soon as practicable by Vendor. Low impact software or operational issues to be resolved by next version release unless otherwise agreed to by State and Vendor.

D. Remedies for Failure to Meet Service Credits

207. 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.

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208. 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.
209. For purposes of assessing service credits, Vendor agrees that credits will be measured in monthly cumulative hours/minutes for unresolved deficiencies and unscheduled downtime.
210. Vendor agrees that, in addition to the service credits in Table 2b, Table 1 Incident Category 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.
211. Without limiting any other rights and remedies available to State, Vendor agrees to issue service credits per incident in accordance with the measures prescribed by Table 2b, Service Credit Assessments.
212. 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.
213. In the event of repeated violations of a single SLA measure or multiple failures across SLA measures over two consecutive months, the State reserves the right to renegotiate SLA measures and/or escalate the applicable reductions by 50% of the stated liquidated damages after non-responsiveness.
214. Vendor agrees that service credits are not penalties and, when assessed, will be deducted from the State's payment due to the Vendor.

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 Respond: 4 hours Action Plan: 24 hours Resolve: 40 hours	\$500.00	\$500.00	\$1,000.00

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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 4 – Low Respond: 4 hours Action Plan: 40 hours Resolve: 80 hours	\$250.00	\$250.00	\$500.00

E. Warranty and Support

215. Vendor must specify how upgrades are obtained and how the state will receive notification of upgrades.
216. Vendor must agree to make any modifications required as a result of federal and state legislative changes at no charge. Vendor must contractually agree to have these mandated changes incorporated into the system and approved by the MID by the effective date. In some cases, MID will know of legislative changes 60 days in advance. However, in other instances the Legislature may enact legislation that is effective upon the passage date. Vendor must explain the process for how these legislative changes will be handled.
217. Vendor must specify how both user and technical problems are reported and resolved.
218. The Vendor must state and discuss the full warranty offered during the warranty period on all proposed software and services and indicate if it is longer than the minimum.
219. Vendor must specify the warranty period for the proposed system during which time support charges need not be paid. The State mandates a minimum of one year warranty after acceptance of the product such that if the system fails during warranty due to a bug, the vendor will offer a workaround solution within 24 hours and a full fix within 5 working days.
220. Vendor must also fully describe other features offered by the proposed warranty plan.
221. Warranty coverage must also include provision of enhancements, fixes, and upgrades free of charge. Vendor must acknowledge the inclusion of all required warranty features.
222. Vendor must identify the cost to provide ongoing support after the warranty period. Support must be provided twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year and must include provisions for enhancements, fixes, and upgrades.
223. Vendor must acknowledge support calls within two hours. Vendor must provide a timetable of problem resolution times based on severity.
224. Vendor must provide a toll-free support number.
225. Preference will be given to vendors who also provide online web support. Vendor must describe what web-based services are available.

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VI. OTHER

A. Deliverables

Table 3 - Deliverables

Deliverable/Plan Title
1. Implementation Requirements - Section IV
Project Work Plan and Schedule – Item B*
Training Requirements – Item D
Acceptance Testing Plan - Item E
2. System manuals and project documentation - complete and all inclusive.

B. Change Order Rate

226. After implementation and acceptance of the services procured by this RFP, MID may require additional services, such as enhancements or other system related needs. Vendor must include a fully loaded change order rate(s) as a separate line in the Vendor's Cost Information Submission, Section VIII of this RFP.

C. Other Requirements

227. 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.

228. 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.