

Attachment A

to

RFP No. 4730

Mississippi Department of Human
Services (MDHS)

Professional Development Training
Service Platform

Technical Requirements

ITS Project No. 49255

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I. GENERAL

A. How to Respond to this Section

1. Beginning with Item 11 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

Currently, there are 20,197 teachers working in Mississippi’s childcare programs. Each of these teachers must obtain continuing education credits to work in childcare programs. Personnel cost accounts for majority of childcare program budgets, including training costs, which puts greater strain on childcare program budgets. To assist childcare providers with keeping their training costs down, MDHS offers training free of charge to any teacher working in a licensed childcare center in Mississippi. As the number of teachers continuously grows, MDHS has limited resources to offer face-to-face training to all teachers working in childcare programs. To resolve this issue, MDHS has been taking action to offer on-line, on-demand training options to meet the training needs of childcare teachers and other staff. To this end, MDHS is issuing this RFP to secure a qualified Vendor to provide a platform that will be used by teachers in childcare programs seeking to earn continuing education credits. MDHS will provide the data needed to be included in the platform.

C. Statement of Understanding

8. Throughout this document, references to this RFP will mean RFP No. 4730, including Attachment A to RFP No. 4730, and all accompanying exhibits and appendices.
9. Unless otherwise specified, throughout this document, references to the proposed solution will represent the collective services, system, or solution(s) being sought by the State.

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10. 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.

D. Vendor Qualifications

11. Vendor must be capable of and have previous experience in the development, implementation, hosting, and support of fully integrated online platforms of similar size and scope. At least two of the vendor references submitted in Section IX of RFP No. 4730 must substantiate this experience.
12. Vendor must have been in the business of providing such solutions for at least the past three years.
13. The Vendor must disclose if any of the personnel proposed for this project are independent consultants, subcontractors, or acting in a capacity other than an employee of the Vendor submitting the proposal. If subcontractor, Vendor must complete the subcontractor reference form located in Section IX, References.
14. The Vendor must provide a list of current governmental clients and/or other public entities to demonstrate prior experience.
15. The Vendor must provide an organizational chart showing the staffing and lines of authority for the key personnel to be used and specifying any subcontractors that may be used. Vendor must describe the implementation team, team member roles and responsibilities, resources, processes, and all other information necessary for MDHS to assess your ability to manage the implementation.
16. Total Personnel Resources – The Vendor must provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the Vendor has other ongoing contracts that also require personnel resources, the Vendor should document how sufficient resources will be provided to the State of Mississippi.
17. Vendor must provide a list summarizing pending litigation, any civil or criminal judgements, any bankruptcy proceedings, etc., that could affect the Vendor's ability to perform. Failure to list such litigation may result in rejection of the proposal or in termination of any subsequent contract.
18. Vendor should document its financial stability in a manner that is acceptable for public review. Audited financial statements for the last two years will provide such documentation.
19. The Vendor should also present any additional information, which reasonably demonstrates the financial strength of the proposed Vendor's company/organization.
20. If the Vendor is a subsidiary, also provide the documentation for the parent company.

II. FUNCTIONAL/TECHNICAL REQUIREMENTS

A. System Requirements/Capabilities

21. **MANDATORY:** The Vendor must provide a web-based, vendor-hosted online professional development training platform for childcare teachers in Mississippi, where all training can be pursued independently.

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22. **MANDATORY:** Vendor must develop and host the on-line version of the Mississippi Child Care Director's Credential Renewal Course platform. This should be developed in partnership with the MDHS Division of Early Childhood Care & Development (DECCD.)
23. **MANDATORY:** The Vendor must provide an interactive, on-line Child Care Development Fund (CCDF) Health and Safety Training course, which includes all twelve (12) mandatory health and safety topics. All staff working in child care facilities must receive this training within 90 days of being hired to work in a child care facility. Staff must retake the training every two years per federal requirements for the CCDF Program. Training content must be aligned with CCDF requirements and vendor must agree to have training content reviewed and approved by the federal Office of Child Care. See section 5.6 of the Mississippi CCDF Triennial State Plan, Pg. 142: <https://www.mdhs.ms.gov/wp-content/uploads/2025/01/ACF-118-CCDF-FFY-2025-2027-For-Mississippi.pdf>. The twelve (12) CCDF Health and Safety topics are:
- a. Prevention and control of infectious diseases (including immunization)
 - b. SIDS prevention and use of safe sleep practices
 - c. Administration of medication
 - d. Prevention/response to emergencies due to food and allergic reactions
 - e. Building and physical premises safety
 - f. Prevention of shaken baby syndrome, abusive head trauma, and child maltreatment
 - g. Emergency preparedness and response planning
 - h. Handling and storage of hazardous materials and the appropriate disposal of bio-contaminants
 - i. Transportation of children
 - j. Pediatric first aid and CPR (information only, vendor not expected to certify teachers in first aid and CPR).
 - k. Recognition and reporting of child abuse and neglect
 - l. Child development
24. **MANDATORY:** The Vendor must provide access to interactive, on-line/on-demand professional development courses for approximately 20,000 teachers who work primarily in childcare classrooms and after-school programs. Course content should include, but may not be limited to:
- a. A child development (birth to five years of age)
 - b. Working with school-age children in an afterschool setting
 - c. Developmentally appropriate practice for early childhood education
 - d. Curriculum and learning activities for childcare programs
 - e. Classroom set up and classroom management for childcare programs
 - f. Behavior guidance for children birth through 12

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- g. Health and safety topics for childcare
 - h. Nutritional guidance for children
25. The solution must be configurable to accommodate additional course offerings as needed.
 26. Vendor must provide and maintain online courses and platform specifically for child care program leadership.
 27. Vendor must convert content to online module, provide course outlines, and manuscript for MDHS approval.
 28. Vendor must develop and host course content and issue Continuing Education Units (CEU's) on course completion certificates.
 29. Vendor must update health and safety courses annually to comply with federal regulations.
 30. Vendor must package and host the on-line *My Mississippi Adventures* professional development curriculum which has been developed by Mississippi State University.
 31. Vendor must provide all the training an educator needs to meet the annual federal health and safety requirements in English and Spanish under the Child Care and Development Fund (CCDF) in order to earn or renew their Child Development Associate (CDA) credential. This includes a course that addresses the federal CCDF emergency preparedness requirement.
 32. The solution must collect teacher information as determined by MDHS during the registration process. Vendor must work with MDHS to identify all required fields for the registration process to ensure that subsequent processes will have access to the appropriate data.
 33. Solution must display course information along with enrolling teacher's prerequisite history, including certifications where applicable.
 34. The solution must provide a membership to a Hub, a moderated online learning community with an "Ask the Expert" feature, and the establishment of a Mississippi focused discussion community.
 - a. The cost for Hub should be included in the Vendor's proposed price. Vendor is responsible for any deficiencies or defects in the Hub membership functionality and all SLAs provided by Vendor would apply to the Hub membership.
 35. The solution must provide access to topic-specific live courses and classes each month.
 36. The solution must be capable of displaying course information to authorized users.
 37. Vendor must agree to update/upgrade the product/solution in response to policy/program updates that affect comprehensive MDHS activities such as email notifications, certifications, etc.
 38. The solution must be configurable to accommodate evolving business needs in areas such as course offerings, data collection, and reporting.
 39. The solution must develop and host online training to support Mississippi-specific professional development courses and curriculum aligned with ELEVATE:

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Mississippi's quality standards for childcare programs and curriculum on the new platform.

40. The solution must accommodate configurable workflows and business rules that are common to best practice academic enrollment and program management solutions.

B. Administrative Management

41. **MANDATORY:** The solution must establish a print-friendly record of completion of all training activities (i.e., transcript).
42. The solution must provide configurable user notification creation and tracking capabilities.
43. The solution must force consistent data entry parameters as determined by MDHS. For example, the solution should ensure consistent name and address formats including name suffixes, hyphens, common address abbreviations, etc.
44. The solution must minimize redundant data entry and data manipulation. For example, solution must auto-populate fields with data from related fields where applicable.
45. The solution must be able to send training completion information to Mississippi's Learning Investment for Tomorrow Education (LIFT-ED) professional development system for licensing requirements and other coaching activities. LIFT-ED is the name of the system that holds credentialing data for teachers. Transfer of information should occur daily via Application Programming Interface (API) or similar format and any costs associated with such interface should be included in Vendor's proposed cost.
46. Training is to be offered at no cost to any individual employed by a childcare center that is licensed to operate in the state of Mississippi.
47. The Vendor must build and host an Application Programming Interface (API) connection between the new platform and the Web-Based Early Learning System (WELS) system in Mississippi for purposes of ELEVATE, Mississippi's Early Childhood Quality System, to capture course completions and training hours in real-time for the entire Mississippi early education workforce. Transfer of information should occur daily via API or similar format and any costs associated with such interface should be included in Vendor's proposed cost.
48. The solution must provide the ability for leadership and administrative accounts at the MDHS to track real-time training progress, obtain and store copies of completion certificates, document training completions, and run reports and analytics.
49. The solution must accommodate the need for MDHS and system administrators to perform necessary administrative functions including, but not limited to, creating and maintaining user accounts, backing up and restoring files, exporting files, and generating reports, etc.

C. Access

50. Access to all courses and content must be available on any device with an internet connection via a vendor website. The solution must support mobile access to general functionality such as system administration, program management, and other functions available to authorized sponsoring organizations and teachers. For example, mobile device users need to be able to browse the solution and perform

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basic entry and reporting functions. Teachers must be able to check grades or progress during a course. MDHS staff members need to be able to view enrollment in courses, grades, etc.

51. The solution must support secure access to restricted functionality through a protected login in accordance with access privileges of that specific user.
52. The solution must be configurable to accommodate various data types and user functions.
53. The solution must support logging and reporting of system access by user, type, and/or agency.
54. The web-accessible portal for the solution must be intuitive and easy to navigate.
55. The solution must be browser neutral and must be compatible with the current version and two preceding versions of the most common browsers including Chrome, Microsoft Edge, and Safari. Vendor must provide a current list of supported browsers and describe their process for certifying their proposed solution on specific browsers.
56. The solution must provide real-time data exchange with mobile devices for authorized users having adequate access.

D. Reports and Dashboards

57. The solution must be able to track and report the dates when certificates or transcripts of completed trainings.
58. The reporting functions of the solution must support MDHS in responding to executive or legislative queries on the performance of the course offerings.
59. The solution must accommodate the creation and modification of standard reporting templates for each using and/or authorizing entity as defined by MDHS.
60. The solution must accommodate user defined reporting for the purpose of creating custom reports from any and all data elements for which MDHS requires tracking and/or reporting.
61. User defined reporting tool must be intuitive and easy for the user to comprehend.
62. The solution must provide configurable reporting of all system activity, as required by MDHS.
63. The solution must provide the ability to save user-generated reports under user profiles.
64. The solution must be capable of exporting reports into several file formats including but not limited to .pdf, MS Excel, and MS Word.
65. The solution must be able to distribute reports through the workflow as email attachments.
66. The solution must provide configurable dashboards on throughput performance measures and system activity, such as active users, etc.
67. The solution must produce an official transcript for a specified educator.
68. The solution must produce reports based on parameters for a specified time period. The parameters are course ID or student (teacher) ID.

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- 69. The solution must produce a report of all teachers enrolled in a given month. At a minimum, such information will include teacher's organization, course name, course start/end dates, and course location.
- 70. The solution must produce a count of teachers in each course during a specified period.

E. Archival

- 71. In accordance with MDHS' retention schedule requirements, the proposed solution must retain, in a non-proprietary format, a complete repository of all MDHS data relating to registration/fulfillment process records, documents, and transactions for the current operating year and the three years prior, or as specified by MDHS.
- 72. Authorized MDHS users must have access to all such archived records, documents, and transactions.

F. Audit Functions

- 73. The solution must assign unique identifiers to system transactions to facilitate MDHS auditing functions.
- 74. For tracking and audit purposes, the proposed solution must assign unique identifiers to all authorized users.
- 75. The proposed solution must timestamp all actions taken by users and reflect the activity in the audit trail.
- 76. The proposed 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.
- 77. Audit trails must be accessible in real time by authorized MDHS staff.
- 78. The proposed solution must also be able to produce an audit trail of the historical security access changes for each user.
- 79. Audit trails must be customizable and exportable in common report formats.
- 80. Audit trails must be retained and accessible for the current month and the prior twelve months.

III. SUPPORT AND MAINTENANCE

A. Customer Support

- 81. **MANDATORY:** The Vendor must provide help-desk support for MDHS staff and end users of the system to assist with log-in issues, accessing content, etc. Help-desk support should be available Monday to Friday, 8:00AM-5:00PM Central Standard Time (CST) at minimum. Help-desk support should include phone and email options at minimum.
- 82. The Vendor must provide 24/7 access to over 400 hours of high-quality online training to all staff working in licensed child care facilities at no charge to the staff member.
- 83. The Vendor must provide MDHS with enhancements and updates to the proposed solution as they are made generally available.

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84. The Vendor must identify and explain the process through which MDHS is notified when new functionality is provided, or other enhancements are made to the proposed solution.

B. Issue Tracking

85. The Vendor must use an industry standard tracking system to thoroughly document issues and requests for MDHS.
86. The Vendor must describe how operational trouble issues, software performance, and support issues are submitted, prioritized, tracked, and resolved.
87. The Vendor must detail escalation procedures for responding to trouble tickets, software performance, and user support issues.

C. Service Level Agreements

88. MDHS 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 MDHS points of contact.
89. 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 MDHS points of contact via a call tree-based solution, depending on the severity and type of issue.
90. 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.
91. The provider shall follow the problem severity guidelines specified in Table 1 for assigning severity levels for incident creation.
92. 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 MDHS registration system services, to be measured monthly.

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 |

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| 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 Levels

93. 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.
94. 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.
95. For purposes of assessing service credits, Vendor agrees that credits will be measured in monthly cumulative hours/minutes for unresolved deficiencies and unscheduled downtime.
96. 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.
97. 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.
98. 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.
99. 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.

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100. 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.
101. Vendor agrees that service credits are not penalties and, when assessed, will be deducted from the State's payment due to the Vendor.
102. Vendor agrees to include as unavailable time, any scheduled outages for preventive maintenance and planned upgrades where the MDHS users do not have access to and the use of awarded services.

Table 2a – Service Credit Assessments for Unscheduled Downtime

| 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 |
| 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 |

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

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IV. HOSTING ENVIRONMENT

A. General

103. MDHS is seeking a vendor hosted, cloud solution. The cloud hosted environment must be capable of supporting the solution at maximum user capacity as well as maintaining all database functions. MDHS offers on-site, on-line, and off-site/on-demand courses year round for up to 21,000 teachers annually. MDHS maintains user accounts and teacher records for the active career of each teacher. MDHS services are available to approximately 90,000 teachers who may need periodic access to their records over the course of their careers.
- a. Vendor should not impose a limit on the number of users of the system and should assume concurrent usage.
 - b. Vendor's solution should be scalable to accommodate any number of users without risk of any lag or latency. Such latency should be considered a Priority Level 2 issue.
104. Vendor must submit a detailed description of their cloud hosting services. At a minimum, Vendor should address the following:
- a. What is your retention scheme for standard server backups? Describe your plans for databases, applications, auto-run, and on-demand reporting, etc.
105. MDHS requires an at-most Recovery Time Objective (RTO) of 24 hours and an at-most Recovery Point Objective (RPO) of 24 hours. Cloud services must be restored within 24 hours of a service disruption. Production systems must be backed up at least nightly so that the longest possible period of data loss would be 24 hours. Vendor must describe how his services meet or exceed these expectations.
106. Vendor must provide pricing details for cloud and application hosting services in Section VIII, Cost Information Submission which is found in RFP No. 4730.

B. Business Continuity/Disaster Recovery

107. So that MDHS 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.
108. The business continuity plan must reveal contingency and disaster recovery strategies available to MDHS 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 MDHS services as quickly and effectively as possible following a service disruption? So that MDHS 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 MDHS when a major event has occurred or is likely to occur that will impact service? How do you keep your process and contacts updated?

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d. Describe your plans for periodically testing business continuity and disaster recovery processes.

109. Upon award, the agreed upon RPO and RTO must be accounted for and documented in the resulting plans for business continuity and disaster recovery.

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

110. Vendor understands and agrees that all proposed hosting services will comply with the State of Mississippi Enterprise Cloud and Offsite Hosting Security Policy specified below in this section of this RFP.

111. 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 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.

112. 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:

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

a. 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.

114. 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.

115. 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, or other legal requests related to the State without first notifying the State unless prohibited by law from providing such notice.

116. Termination and Suspension of Service: In the event of termination of the contract, the Vendor shall implement an orderly return of State data in CSV or XML or another mutually agreeable format. The Vendor shall guarantee the subsequent secure disposal of State data.

a. Suspension of services: During any period of suspension of this Agreement, for whatever reason, the Vendor shall not take any action to intentionally erase any State data.

b. Termination of any services or agreement in entirety: In the event of termination of any services or agreement in entirety, the Vendor shall maintain the existing

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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 Vendor shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, dispose of all State data in its systems or otherwise in its possession or under its control as specified in section 7(d) below. Within this 90-day timeframe, vendor will continue to secure and back up State data covered under the contract.

- c. Post-Termination Assistance: The State shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.
- 117. Background Checks: The Vendor 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 Vendor shall promote and maintain an awareness of the importance of securing the State's information among the Vendor's employees and agents.
- 118. 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.
- 119. 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.
- 120. 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.
- 121. 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.
- 122. 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.
- 123. Operational Metrics: The Vendor 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:

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- 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

V. IMPLEMENTATION REQUIREMENTS – STATEMENT OF WORK

A. Vendor Acknowledgement

- 124. 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 acceptance testing, etc. MDHS expects the preliminary implementation plans to be refined by the awarded Vendor and MDHS 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. MDHS reserves the right to require onsite Vendor participation if it would be in the best interest of MDHS.
- 125. The State expects the awarded Vendor to be responsible for design, configuration, implementation, testing, training, hosting, maintenance, and support of the awarded solution.
- 126. The State expects implementation with limited interruption to incumbent MDHS business operations. Any interruption to such operations must be approved by MDHS and conducted in a way to prevent loss of service.
- 127. Upon award, MDHS intends for the requirements set forth in RFP No. 4730, Attachment A to RFP No. 4730, and the awarded Vendor's proposal, including any subsequent, agreed upon provisions and revisions, to act as the Implementation Statement of Work.

B. Project Management Plan

- 128. 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 MDHS staff and end users.
- 129. Upon award, the Vendor and MDHS will jointly modify the proposed plans as appropriate to meet implementation objectives. MDHS expects the Vendor to work with the MDHS Project Manager to ensure effective project management during all phases.
- 130. Vendor will be responsible for any integration or implementation issues that may arise during implementation.
- 131. 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.

Attachment A

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- 132. 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 MDHS can take to mitigate these risks.
- 133. The implementation plan must include multiple environments, including Development, User Testing, Final Acceptance Testing, and Production. All customizations, integrations, and interfaces must be tested and validated.

C. Acceptance Test Plan

- 134. 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. MDHS must provide written approval that the proposed ATP is complete and acceptable.
- 135. MDHS 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 MDHS' office location to provide assistance in demonstrating all functions of the system. The system must be demonstrated to be operational by MDHS employees to ensure that proper training has been received.
- 136. The Vendor must agree to and allow for an acceptance period of 30 working days in accordance with the work plan delivery schedule.
- 137. 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 30 working days.
- 138. The system must meet performance requirements as stated in this RFP. MDHS and the Vendor will mutually define the criteria for the performance test.
- 139. The Vendor must provide all documentation for the module being tested before acceptance testing will begin.
- 140. 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 MDHS. MDHS will not debug modifications for the Vendor.
- 141. Vendor agrees that upon the successful completion of all implementation phases, including end user training, MDHS 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. 4730, and Attachment A to RFP No. 4730.

VI. OTHER

A. Other Requirements

- 142. 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.