Request for Proposals

To Provide Professional and Technical Services for the Operation and Maintenance of the Minnesota Department of Health Women, Infants, and Children Information System
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Section A: General Information

1. Project Overview

1.1. Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals to provide professional and technical services for the operations and maintenance of the Minnesota Department of Health (MDH) Women, Infants and Children (WIC) Information System including help desk services, hardware support and advanced technical and consultative support.

The objective of this professional/technical service contract is to provide the services in support of the WIC Information System, Health Benefits Real Time (HuBERT). MDH requires services that include, but are not limited to, the following:

- Operations and Maintenance of the System
  - Daily operation of the System including all software and hardware components and their updates/upgrades
  - Maintenance of System, including correction of system operational errors
  - Provide offsite disaster recovery capabilities and test the disaster recovery capabilities at least annually
  - Provide Database Management
    - Ensure daily support to optimize performance
    - Ensure data integrity
    - Provide rapid resolution of issues affecting performance
  - Provide Advanced Technical and Consultative Support

- General Reporting
  - Design and develop ad-hoc System reports as requested
  - Provide data to specific external entities
  - Generate standard system predefined reports

- Help Desk Services
  - Provision of adequate and qualified staff to support help desk calls/emails
  - Maintain data related to help desk activities
  - Provide standard, and ad-hoc (on-request), help desk status reports

- Hardware Support of Equipment
  - Used in Local Agency Clinics and State Agency Operations and Testing
  - Repair or replacement of equipment (inventory will be purchased by the State)
  - Set up and configuration of equipment
  - Maintenance of inventory of equipment and equipment status
  - Provide standard, and ad-hoc (on-request), hardware status reports

- Software Modifications (Refer to Section B.7.1 Overview, for applicability to this contract)
  - Development
  - Defect Fixes
  - Testing Management
1.2. Goal and Primary Objective
The primary overall objective is to have a robust and highly functional WIC Information system to enable the WIC Program to provide high quality nutrition services to the maximum number of eligible participants in an effective and efficient manner. The successful responder will provide services through effective maintenance, operation, and technical and consultative support of the system to ensure the overall goal is met.

1.3. Minnesota WIC Program Information
The Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) provides supplemental food items to pregnant and post-partum women, infants, and children (to 5 years of age) who are determined to be nutritionally at risk by a health professional. The Food and Nutrition Service (FNS) of USDA provides a grant to MDH, which, in turn, enters into agreements with local health agencies. These local agencies provide eligibility determination, nutrition counseling, a food benefit delivery system (utilizing negotiable food benefits redeemable at local grocers and pharmacies), and related services to the WIC participants.

The Minnesota WIC Program serves approximately 130,000 participants per month. MDH has agreements with 57 grantees to provide services for WIC participants in approximately 200 clinics with 800 HuBERT users. Local agencies vary substantially in the number of participants served, as well as the frequency for which clinic services are provided. The largest local agency serves approximately 23,000 participants per month, while the smallest serves approximately 30 participants each month. Larger local agencies usually operate on a daily basis, while smaller local agencies may only operate on a few specific days each month. WIC clinics throughout the state are enormously diverse in complexity. They range from very large clinics in which bilingual staff and/or interpreters are needed for eight or more languages to very small clinics held monthly with participants speaking just one language. Additionally, clinics vary considerably in other services with which they coordinate. Caseload information for the last three years can be found in Appendix A: Annual Caseload Summary.

1.4. History of Minnesota WIC Information System
The Minnesota Department of Health completed implementation of a new WIC Information System (IS) in 2011. The custom software for the MN WIC IS was originally developed by a consortium of states - Successful Partners in Reaching Innovative Technology (SPIRIT). It is considered a State Agency Model (SAM). The software is owned by the United State Department of Agriculture (USDA) Food and Nutrition Service (FNS). Currently the software (source code) is shared by approximately 20 states. The Minnesota Department of Health WIC program refers to the MN WIC IS as HuBERT.

The USDA WIC SAM is a FNS initiative to plan, develop, and deploy model management information systems (MIS) in WIC State Agencies (SAs). Three WIC SAM consortiums were created (no other consortiums will be created):

• SPIRIT (Successful Partners in Reaching Innovative Technologies)
SPIRIT is well ahead of the other State Agency Models and has been adopted by 17 WIC State agencies, with three more in stages of implementation. SPIRIT has working groups and communication channels in place:

- SPIRIT User Group (SUG)
- Executive Steering Committee (ESC)
- Change Control Work Group (CCWG)
- Task Forces (Put in place as necessary for specific system objectives)

The scope and complexity of SPIRIT has evolved significantly since its inception. Initially, the system served 13 Independent Tribal Organizations (ITOs) in New Mexico and Oklahoma with approximately 13,000 participants and 120 users. The SPIRIT system currently supports 2,700 users and certifies and issues benefits to more than 412,000 participants (based on FY 2011 average monthly reporting data). It is expected to increase to more than 3,500 users and 561,000 participants with full expansion.

The Minnesota Department of Health WIC program has been actively participating in SUG activities including the Change Control Work Group (CCWG), the Executive Steering Committee (ESC), and various task forces.

1.5. Glossary of Terms

The following are definitions of certain key terms used throughout this document. This is not intended to be a complete glossary.

**Banking Contractor:** The Banking Contractor pays redeemed benefits and exchanges financial information with the Contractor. The current Banking Contractor is Solutran.

**Benefit (Voucher):** The paper document that is provided to certified WIC participants for use at a grocer or pharmacy to purchase food. The benefit contains a specific list of authorized foods that can be purchased. These authorized food lists are also referred to as food instruments.

**Clinics:** The locations where Grantees/Local Agencies provide services.

**Current Contractor:** Computer Sciences Corporation (CSC) is the firm that currently supplies the operations and maintenance of the System, help desk, and hardware support services to MDH.

**Current System:** For the purposes of this RFP, the current System refers to the current Minnesota Information System, HuBERT. The system shares the source code with the SPIRIT Users Group (SUG).

**Department:** Minnesota Department of Health or its successor.

**End User:** Any Local Agency or State staff member that uses the System.

**Grantee:** The entity under subcontract with the Department to provide WIC Services in a designated geographical area of Minnesota. The number of Grantees can change.

**Local Agency:** The sub-grantee of a grantee, such as one agency of a multi-agency grantee. In many instances, the local agency and the grantee are the same entity, but have differing local agency ID and grantee ID numbers.
MDH: The Minnesota Department of Health. MDH administers the Minnesota WIC Program and is the issuing agency for this RFP.

Participant: Pregnant, postpartum, and breastfeeding women; infants; and children up to five years of age; who are certified to receive benefits from the WIC Program.

Responder: Any organization that submits a proposal (bid) in response to this RFP.

Retailer: Grocery store or pharmacy that has been authorized by the State to accept Benefits. A Retailer may also be referred to as a “Vendor.”

RFP: The Request for Proposals dated October 6, 2008, to which the Contractor responded.

SAM: USDA State Agency Model system.

SPIRIT System: Successful Partners in Reaching Innovative Technology (SPIRIT) system is a SAM system that has been transferred (source code) and implemented by Minnesota, referred to as “HuBERT” in Minnesota.

Successful Responder: The organization to which a contract is awarded based on responses to this RFP.

State: The State of Minnesota

USDA: United States Department of Agriculture

WIC: Special Supplemental Nutrition Program for Women, Infants, and Children

2. Current Environment

2.1. Overview
The following sections contain an overview of the current technical environment. Additional information related to the Minnesota WIC current environment is found in the Appendices, Section C.8.5, and the MDH WIC website, http://www.health.state.mn.us/divs/fh/wic/localagency/infosystem/newsysplan/index.html

2.2. Current Minnesota WIC IS Environment

2.2.1. Minnesota WIC has a centralized information system, called HuBERT. Servers are used to host the database and the web services needed to access the database. The HuBERT client is installed on computers that will be used in WIC clinic, or any computer that will need access to WIC information. State vendor staff utilize the HuBERT application to perform vendor management functions, which includes the entry, retrieval and reporting on vendor related activities.

2.2.1.1. HuBERT is a .NET based application designed to update and pull data form a centralized database over the Internet. The system requires a connection to the web servers to function and the client-side install serves only to send and retrieve the necessary data, much like an Internet Browser.

2.2.1.2. Technical points:
- Client operating systems supported are Windows 7 and Windows XP SP3
- The web application is currently deployed on Windows 2008 servers
- Internet communications are encrypted (SSL)
- HuBERT implements and requires user authentication with the central servers via the application itself. This is separate from any other system authentications, e.g., Windows, Novell or Active Directory.
  - Security with regard to communications is achieved by using SSL to encrypt the XML service payloads being exchanged. Application security is controlled by a specialized application
authentication and authorization model that leverages a database driven user profile and role-based privilege model to control access to various application features. Customized credentials are used to exchange tokenized authentication during service invocations.” – SPIRIT Detailed Technical Specifications Document (DTSD) 2006

- Currently there are over two million lines of code
- All State-owned computers use full disk encryption. In addition, all locally-owned laptops that are intended to run the HuBERT client, are required to have full disk encryption

2.2.1.3. The system is comprised of the following major hardware items:
- Web Servers
- Central Database Servers
- An End-of-Month/End-of-Day (reports and reconciliation) server
- Client Workstations, printers, signature pads, and associated peripherals

2.2.2. Banking services are provided by Solutran (Banking Contractor). The Banking Contractor receives, processes, and sends file transfers regarding food instrument obligations to an SFTP (secure file transfer protocol) site. On a daily basis, the Banking Contractor accepts and processes files (in ASCII format) containing issuance information (i.e., a record of valid food instruments) from the Contractor. The Banking Contractor sends ASCII files with information related to processed obligations (paid and rejected food instruments) to the Contractor on a monthly basis. Reference copies of the bank issuance and payment files are included in Appendix D: Bank Files.

2.2.3. Currently, reconciliation information for the preceding month is provided to the Contractor by the fifth business day of each month. The Contractor and the Banking Contractor are responsible for resolving any discrepancies prior to the 15th of the month (or the next business day, if the 15th falls on a weekend or holiday), which is when the actual reconciliation run for the preceding month begins. A test will be required when the successful Responder initiates work on this contract to verify that the Contractor can accurately download data provided by the banking contractor and that the processes used are compatible.

2.3. Centralized Information System

2.3.1. The WIC IS system is a client-server centralized system. Successful use of the system depends on both the client, and central servers having access to the Internet, which facilitates the communication between the two.

2.3.2. Client-side

2.3.2.1. The HuBERT client application is used at the clinic level to perform participant processing activities (certification, benefit issuance, etc.).

2.3.2.2. Some major areas of WIC operations in which the HuBERT client application is used are:
- Scheduling participants
- Certifying participants
- Issuing benefits
- Viewing participant data
- Viewing benefit data
- Report generation
- Ad-hoc reporting
- Tracking nutrition education and information
- Document scanning and electronic storage
- State system administration
  - Maintenance of Reference utility
  - Management console (create and manage users for contractor staff)
- Vendor data management (used only at the State Office)
  - Track activity
2. Application approvals
   o Contract renewals

2.3.3. Server-side
   2.3.3.1. The Server side of the HuBERT application is composed of the HuBERT web server application and the database servers.
   2.3.3.2. Web Servers
       • The web servers handle incoming and outgoing HTTP traffic from HuBERT application clients
       • The servers then send the database commands to the database servers, based on the content of the HuBERT application requests.
   2.3.3.3. Database Servers
       • The database servers house the associated databases of WIC client, vendor, and redemption information.
       • The production database servers are queried by the HuBERT application Web Servers.
       • A non-production database server is queried by the SAP Business Objects Infoview application.
       • Contain data required for reconciliation. Benefit information is processed and sent to the banking contractor.
       • Provide a back-up of data. This is initiated nightly to the disaster recovery site.

2.3.4. Currently, all servers associated with the HuBERT application (excluding the Infoview server) are owned by the State.

2.4. System Components
   2.4.1. The following is a diagram that represents the current System components
2.4.2. The HuBERT Web Server application resides on the web servers and is responsible for providing HTTPS communications with the HuBERT client installations as well as communications with the database servers. SFTP and Infoview access are also provided on the web servers.

2.4.3. The SFTP server houses custom made reports and necessary files for the users.

2.4.4. The Infoview server communicates directly with the database servers and provides a route for database query and ad-hoc report generation. Reports are posted for the clinic level users.

2.4.5. Database servers are backed-up to the Disaster Recovery (DR) site.

2.4.6. The Current Contractor sends a daily issuance file to the Banking Contractor. The Banking Contractor pays the benefits and returns a redemption file to the Contractor. The Contractor uses the issuance and redemption files to conduct reconciliation.

2.4.7. The State and local agencies/clinics require certain reports on a regular basis. Reports can be generated by the HuBERT client application, the Infoview application, or posted on the SFTP server. Information about the current MN WIC reports can be found at: [http://www.health.state.mn.us/divs/fh/wic/localagency/infosystem/rptsindex.html](http://www.health.state.mn.us/divs/fh/wic/localagency/infosystem/rptsindex.html)
Section B: Statement of Work

3. General Project Deliverables and Work Plans

3.1. Work Plans

3.1.1. Preliminary work plans must be submitted with the proposal. Responders will be required to submit eight (8) hard copies and one (1) electronic copy of each plan. Refer to Section C.9.4 Preliminary Work Plans for a summary of all work plans that need to be included with the response to the proposal.

3.1.2. The successful Responder shall provide the final work plans to the State no later than three (3) months after contract execution. The State anticipates ongoing updates to be made to the work plans throughout the life of the contract.

3.1.3. Responders must deliver preliminary plans within a timeframe that allows the State to review and comment on the draft and for the successful Responder to incorporate the comments into a final plan that adheres to time deadlines.

3.1.4. When developing work plans, Responders should be aware that quality of work should not be sacrificed for timeframes. If a timeframe needs to be extended to ensure a quality, tested result, the successful Responder should notify the State immediately and prepare an alternate timeline for approval.

3.1.5. Any changes to the work plans must be approved by the State. The work plan should be updated with actual completion dates when final key deliverables (including documentation updates) are accepted by the State.

3.2. Communication and Coordination

3.2.1. Work Plan: Communication and Coordination Work Plan

The successful Responder must adhere to the communication protocol determined by the State and as outlined in this Communication and Coordination Plan. The Communication and Coordination Plan should include the Responder’s communication approach, including events such as status reports and conference calls. The Communication and Coordination Plan should include all applicable entities, including the State, the successful Responder, and any subcontractors. This plan should also describe the communication and coordination among the units of the successful Responder’s project team. This includes the method by which help desk and hardware support staff are informed of System changes or enhancements, as well as the method by which help desk staff transfer hardware issues to the hardware support team in order to meet specified timeframes. At a minimum, the Communication and Coordination Plan must include:

- Monthly telephone conference calls between the successful Responder’s Project Director or Senior Manager, and the State designated representative to discuss high-level issues such as budget, contractor performance, risk management, high-level program organization, and general operation issues of the HuBERT system.
- Weekly telephone conference calls between the successful Responder’s project account manager, technical lead, and the State staff to ensure adequate communication and discuss day-to-day operations and issues
- Monthly electronic status reports including risk management
  - Risk Management report is to include all current issues, their status and/or resolutions (not to include closed issues)
  - Status report is to include work accomplished, objectives for the following month, outstanding decisions, client responsibilities, etc.
  - Refer to the Procurement Library for past examples of these two reports.
- Methodology for providing reports to the State.
• Description of the successful Responder’s proposed secure project web site to be used by State staff to view project related documents (i.e., help desk logs, documentation updates, system reports, issues logs, meeting minutes, etc.).

• Strategy for maintaining an open line of communication among all entities associated with this project. This could include any other contractors that may be involved such as the Banking Contractor, Product Management Office (PMO), and/or the Enhancement Contractor for the SPIRIT Users Group (SUG)

3.2.1.1. As part of the response, Responders shall provide a preliminary Communication and Coordination Plan, which will serve as the basis for the Communication and Coordination Plan. Responders shall provide the final Communication and Coordination Plan to the State no later than three (3) months after contract execution. The State anticipates ongoing updates to be made to the final plan throughout the life of the contract.

3.3. Transition

3.3.1. Work Plan: Transition In Work Plan
The successful Responder shall provide a preliminary Transition Plan from the current Contractor to the successful Responder in response to this proposal. The final Transition Plan must be submitted to the State within three (3) months of contract execution. The Transition Plan must thoroughly detail and provide a schedule for how they will relocate the HuBERT Hardware/Software/Help Desk and assume support responsibilities for the HuBERT application, databases, and test environment. The plan must describe the tasks and services, facilities, equipment, and personnel required for completing each task. The plan must detail responsibilities of each entity (e.g. successful Responder, current Contractor, the State). At a minimum, the plan must also describe how the following will occur:

• Transfer of the Central Host Site hardware, including transfer of Uniform Resource Locator (URL)
• Transfer of client hardware stock/inventory in storage (desktops, laptops, scanners, printers, signature pads, peripherals, etc.)
• Preparation of the hosting facility including bandwidth capability sufficient to ensure transmission and response times required in this solicitation.
• Preservation and protection of the data prior to and during the physical move of the server(s) with full restoration afterward.
• Formal testing of the System following its physical move including full functionality in accordance with the functional requirements and technical specifications.
• Provide a secondary secure site for disaster recovery
• It is expected that all successful Responder staff be adequately trained and knowledgeable, in order to provide uninterrupted service. The plan should include a description of how the successful Responder will train staff.
• A timeline and anticipated responsibilities of both the successful Responder and the State
• Ensure connectivity and successful message exchange with the banking system
• Any Help Desk downtime associated with the relocation of the Help Desk to the successful Responder’s hosting facility should coincide with the negotiated HuBERT information system downtime.

3.3.1.1. Performance indicators for transition of HuBERT services:

• The server environment is relocated to the successful Responder’s hosting facility with agreed amount of downtime and full restoration thereafter of operational readiness and connectivity with sufficient bandwidth.
• The current disaster recovery site is relocated to the successful Responder’s secondary facility successfully with operational readiness established.

3.3.1.2. The successful Responder is responsible for all transition costs associated with the plan.

3.3.2. Transition Out
3.3.2.1. The successful responder shall at the end of this contract support an orderly and efficient transition of the HuBERT system to the successful responder of future Operations and Maintenance contracts. The following provisions provide the high-level requirements.

3.3.2.2. During transition out planning and execution the successful responder responsibilities shall include, but not be limited to, the delivery and/or support of the following activities:

- Incumbent contractor will work closely with the contract awardee on the planning, development and execution of the relocation and transition plan.
- Incumbent contractor shall work with the contract awardee and the Banking Contractor or EBT vendor to ensure successful transition of the communications connectivity between HuBERT and the Banking Contractor or EBT vendors.
- Incumbent contractor shall provide detailed inventory in support of the relocation effort.
- Incumbent contractor shall ensure the preservation of the HuBERT database prior to and during the physical move of the server(s) with full restoration afterward.
- Incumbent contractor shall support the formal testing of the System following its physical move.
- Incumbent contractor shall support the successful relocation of the secondary disaster recovery site to the awardee contractor’s facility.
- Incumbent contractor shall support the successful relocation and transition of the Help Desk and provide all knowledgebase data and system documentation used in the operational support of the system.

4. System Operations and Maintenance

4.1. Overview
The successful Responder will be responsible for ongoing operation and maintenance of the System and central host sites’ hardware, including correction of system operational errors, as well as maintaining the main lines of communication between the host and local agencies. The State will purchase and maintain contracts for the following hardware and software: all signature pads, the database servers (including the report generator and End-of-Day (EOD)/End-of-Month (EOM) batch processor), the web cluster servers, and all the necessary server and client-side operating systems for the hardware listed in Appendix B: Hardware-Software Environment. In addition, the State will purchase any additional web cluster servers or database servers and associated software deemed necessary to fulfill the State’s minimum performance standards. Central site hardware will initially be provided, however, the successful Responder is responsible for providing a server for the implementation of SAP Business Object Infoview software. If, through the course of moving the servers to end of life, there is a need to purchase a new server backend, the successful Responder will have the opportunity to quote and propose an upgrade to hardware under their ownership and management.

4.2. Requirements

4.2.1. General Requirements
4.2.1.1. The successful Responder must provide an environment that secures data, software, and hardware from unauthorized use.
4.2.1.2. The successful Responder must provide adequate and qualified staff to perform all Operations and Maintenance functions on an ongoing day-to-day basis.
4.2.1.3. The successful Responder must perform any needed System maintenance on a regularly scheduled basis. Emergency maintenance, i.e., security fixes, must be handled in a timely, ad-hoc, manner.
4.2.1.4. The successful Responder must ensure the System’s response time and availability remains at, or is improved upon, the standards defined in Section 4.4 Performance Standards.
4.2.1.5. The successful Responder must identify and/or implement any additional hardware and software at the Central Host Site to support all Client workstations.

4.2.1.6. The successful Responder must provide all file maintenance, including backups, archiving of data, and maintenance of databases.

4.2.1.7. The successful Responder must provide installation of all hardware necessary to run the Central Host Site.

4.2.1.8. The successful Responder will provide database support to the System.

4.2.1.9. The successful Responder must provide all system participation, reconciliation, expenditures, vendor, and other required reports in the media required and according to the agreed upon schedule.

4.2.2. Advanced Technical Consultation and Support

4.2.2.1. The successful Responder must provide Advanced Technical Support services to include the following:

- Routinely provide the State with guidance and options to resolve complex technical issues
- Provide recommendations to State that would extend or improve the system lifecycle
  - Written Deliverable: Technology Roadmap
    - (a) 3-5 year outlook with technology and process improvement recommendations.
    - (b) Periodically evaluate and provide written recommendations to the State for upgrading HuBERT architecture in regards to the database, operating system, interfaces, and programming language.
      - Recommendations will consider security, testing, scalability, user experience, and maintainability, including critical dates
- The successful Responder is expected to communicate and coordinate with the SUG enhancement contractor, should the enhancement contract be awarded to a different bidder.

4.2.3. Centralized Hosting Environment Requirements

4.2.3.1. The successful Responder will provide and support a centralized hosting environment as required for the System.

4.2.3.2. The successful Responder will be responsible for:

- Meeting the required levels of service for the State, including:
  - Operating, maintaining, and supporting all hardware, software, and connectivity.
  - Supporting all Contractor and State-owned equipment.
  - Providing a Storage Area Network (SAN) or equivalent area for database storage.
- Monitoring system operation of HuBERT to assure maximum performance and reporting any necessary system changes, and the timing of those changes, to the State.
- Recommending operating system updates and configuration modifications as necessary to maintain optimal system performance.
- Coordinating server hardware and operating system support with the appropriate vendor.
- Providing real time monitoring of servers and responding to alerts generated by automated tools.
- Monitoring the data communications originating at their facilities.
- Troubleshooting issues between the successful Responder’s network and the agencies’ clinics, logging the issues in a centrally maintained issues tracking system, and facilitating the resolution and closure of such issues.
- Monitoring the operations of the hosting environment, performing maintenance routinely to minimize or eliminate system downtime.
- Building a desensitized copy of the production database. This will need to be refreshed approximately every six weeks. Desensitized data is data that has been modified to protect personally identifiable information. The specifics of data modification will be negotiated.

4.2.3.3. The central host site will house the databases, web servers, and application servers used in implementing the following HuBERT environments. Below is a listing of the current data environments
being hosted. (A summary of the environments is included with the supporting docs, under “Minnesota Environments 101212.xlsx”)

- **Production** – Real-time database updated through the use of the HuBERT information system.
- **Reports** – This is a copy of the nightly backup of the production database. Used for viewing participant data and generating reports.
- **Training** – This is a desensitized copy of the production database and is used for training newly hired employees, as well as training on new functionality.
- **State** – This is a copy of the nightly backup of the production database. Used for State staff testing, troubleshooting, and documentation creation.
- **Help Desk** – This is a copy of the nightly backup of the production database. Used for troubleshooting by help desk staff.
- **UAT** – Used for User Acceptance Testing of future application releases. Built on a web cluster to better emulate the production environment.
- **UAT2** – Used for User Acceptance Testing of future application releases. The second UAT environment allows simultaneous testing of different release versions as needed.
- **Disaster Recovery** – Refreshed from the production environment in real time.
- **SAP Business Objects (BO) Infoview** – Used for ad-hoc report generation, and the generation of reports that cannot be made in HuBERT

4.2.3.4. The successful Responder must support the State’s ongoing operation of the “Time Machine server,” its software, and the database used. The server is used for testing time-dependent scenarios. This software is marketed and developed by Solution-Soft. [http://www.solution-soft.com/timemachine.shtml](http://www.solution-soft.com/timemachine.shtml)

- **Supporting the Time Machine server includes:**
  - Assisting State personnel in the installation, and maintenance of, each release onto the Time Machine server
  - Copying and supplying the production database to the State at appropriate intervals
  - This database will not be desensitized and therefore must be either stored securely on an SFTP site, or mailed via encrypted USB file, or encrypted drive

- **The components of the server are:**
  - The Time Machine software (used to configure the system time and rate of time passage)
  - The operating system, Windows Server 2008 Web Server
  - The database software, Microsoft SQL 2008 Workgroup Edition
  - The server mirrors the production environment in order to provide a valid testing setting

4.2.3.5. The successful Responder is responsible for providing a server for the implementation of SAP Business Object Infoview software, used for web accessible ad-hoc reporting. Responsibilities include:

- Setup and maintenance of the Infoview and HuBERT database relationship, referenced as a “Universe”
- Ongoing addition of HuBERT database tables to the Infoview Universe
- User group permissions management within the Universe
- User account management within the Universe
- Supporting user issues with the Infoview software
- Applying fix packs released by SAP
- Updates should be made to the Universe to coincide with table and field changes made in each HuBERT release
- Refer to the Section A.2: Current Environment for an overview of system components

4.2.3.6. End-of-Day (EOD)

- The successful Responder must configure the application to run the End-of-Day processes.
  - Configure to automatically run EOD at a time negotiated with the State.
  - EOD processing must be monitored for successful completion.
○ If errors are identified, they are to be corrected and documented.

4.2.3.7. End-of-Month (EOM)
  • The successful Responder must run the End-of-Month processes.
    ○ The successful Responder must manually start the EOM job and monitor the status throughout the process. Once the EOM process completes, the system logs a message in the database that EOM completed successfully.
    ○ The successful Responder must send an e-mail to the State once the EOM completes successfully.
    ○ If the EOM fails, a message is logged in the database and the successful Responder must determine the cause of failure.
      (a) If it is a failure that can be corrected without HuBERT application development support, the successful Responder must correct and restart the EOM.
      (b) If the successful Responder is unable to correct the failure, they must work with HuBERT application development staff for assistance. Once the HuBERT application developer has determined the cause of failure they must provide the successful Responder with a resolution which will then be tested and applied (with State approvals), and EOM will be restarted.
  • The successful Responder must perform test run(s) of these processes on a copy of the production database, prior to each EOM.
  • The successful Responder working with the State will determine an appropriate day to run EOM processes. Currently, EOM processes run on the 15th of each month, or the 1st business day after.

4.2.4. Security and Data Privacy Requirements
The successful Responder will be responsible for providing secure systems. The appropriate safeguards within the hosting environment should include the use of encryption software and unique passwords and IDs to protect the WIC data’s confidentiality, integrity, and availability.

4.2.4.1. The successful Responder must adhere to all Minnesota statutes related to data privacy and the rights of data subjects. Information related to The Tennessen Warning and The Minnesota Government Data Practices Act can be found in Appendix F: Data Privacy. Information about Minnesota statutes related to data privacy can be obtained at [www.leg.state.mn.us/leg/statutes.htm](http://www.leg.state.mn.us/leg/statutes.htm).

4.2.4.2. An audit of the successful Responder shall be performed in accordance with Service Organization Controls 1 (SOC1), or another audit similar in scope, and a report based on that audit shall be issued to the MDH every two (2) years after the start of the contract. The scope of the audit must cover a two year period. The audit shall be specific to the operation of the Minnesota WIC Information System. All costs associated with the SOC1 audit will be borne by the successful Responder.

4.2.4.3. Refer to 4.6.3 Work Plan: Security and Data Privacy Plan for written security and data privacy plan requirements.

4.2.5. Disaster Recovery Requirements
The successful Responder must provide a plan for data backup and recovery. The successful Responder must test the plan periodically and adjust accordingly.

4.2.5.1. Refer to 4.6.4 Work Plan: Disaster Recovery Plan for written disaster recovery plan requirements.

4.2.6. Benefit and Vendor Data Requirements

4.2.6.1. The successful Responder will be responsible for the maintenance and security of benefit information.

4.2.6.2. The successful Responder will be expected to ensure benefits are only issued to certified participants and to identify benefits cashed by persons not in a valid certification period.

4.2.6.3. The System has the capability to tally the number of participants in each month. The successful Responder must ensure that participants receiving benefits on a multi-month basis be counted only once in each of the months for which benefits have been issued.
4.2.6.4. The System has the capability of producing benefits on a multi-month basis. The successful Responder must maintain appropriate records to assure the obligations of food benefits in the proper months and enable proper reconciliation.

4.2.6.5. Benefit Reconciliation
The successful Responder must conduct one-to-one reconciliation of benefits. The reconciliation process for Minnesota WIC benefits includes, but is not limited to, the identification of benefits:

- Which have no record of issuance on file
- That were beyond the 60 day redemption date
- That were paid more than once by the Banking Contractor
- That are suspect because of other criteria

- On a daily basis an automated scheduled job executes the EOD program which performs the following data transfers using Secure File Transfer Protocol (SFTP):
  - Data is sent from HuBERT to the WIC Banking vendor. That data being: Food Instrument (check) issuance information and vendor update information.
  - Data is received by HuBERT from the WIC Banking vendor. That data being: A list of all checks paid for the day.

- EOD processing log files are automatically generated and must be reviewed each morning by the successful Responder to determine that information is completely and accurately processed. The following process applies:
  - If the EOD process displays a message indicating a Food Instrument as already being paid has been updated with new paid data, the successful Responder will research the message by checking the paid information on the WIC Banking vendor website.

- A weekly reconciliation process must be performed to determine that checks paid to vendors (from WIC Banking vendor) are appropriately noted in HuBERT.
- A weekly reconciliation process must be performed by the successful Responder to reconcile bank reported paid balances (i.e., check counts and dollar amounts) to HuBERT reported balances. This process is performed with the intention that when the successful Responder starts the EOM process, the totals, between HuBERT and the WIC Banking vendor, will match. The following process applies:
  - The successful Responder reviews the HuBERT reports’ (Bank Reconciliation Control Report and the Food Instrument Reconciliation Summary report) daily and monthly totals to the daily and monthly totals on the WIC Banking website.
  - If the totals do not match, the successful Responder must investigate the difference, and determine the cause.
  - After determining the cause of the difference, the correct payments are applied to the correct check numbers.

- Before EOM processing is started, the successful Responder must review the bank exception report to verify there are no exceptions on the report.
  - If there are bank exceptions on the report, the check(s) must be researched and corrected before starting the EOM process.

4.2.6.6. The successful Responder must ensure that the System functions properly to process and record any issued, voided, or lost/stolen benefits that have been produced by local agencies, and ensure that redeemed benefits reported lost and/or stolen will be easily identifiable for State investigation.

4.2.6.7. The successful Responder must collect, tally, and analyze the results of periodic vendor price surveys.

- Vendor price survey information may be collected on a monthly or quarterly basis for a representative sample of vendors or twice a year for all vendors.
• The results of this survey will be used to establish a maximum price for the individual food items that the Responder will use to identify overpriced benefits from specific vendors.

4.2.6.8. The successful Responder must analyze the prices charged by all vendors for all benefits redeemed each month

• This process involves the identification of the specific vendor associated with each redeemed benefit and comparing the value of each benefit to the maximum price for the food items contained on the benefit.

• This information is summarized in a text version of the Flagged Benefit Report which the state can use to extract imaged copies of the benefits from the banking system.

4.2.6.9. The successful Responder must support high risk vendor analysis functions through the production of various predefined high risk vendor reports.

4.2.7. System Maintenance Requirements

The successful Responder is expected to maintain the system as indicated in the following requirements.

4.2.7.1. Execute timely planning and coordination towards the implementation of all software releases, updates, and fixes.

4.2.7.2. Install new HuBERT releases for every operating environment.

• Support Minnesota’s custom templates and ensure they are pushed to clients for each release

• Provide the following system documentation for each release obtained from the enhancement contractor:
  o Source Code
  o Release Notes
  o Listing of new business rules
  o Listing of removed business rules
  o Database schema changes
  o Updated Detailed Functional Design Document (DFDD)
  o Updated Detailed Technical Specifications Document (DTSD)

4.2.7.3. Any scheduled system downtime must be approved by the State. The State anticipates minimal scheduled downtime.

4.2.7.4. All changes or modifications to the Central Host Site or intermediary components and infrastructure must be thoroughly tested by the successful Responder and approved by the State prior to being executed.

4.2.7.5. Testing should be conducted periodically to determine software performance, response time, and ability of the system to operate under stressed conditions and maximum load. This should be used to reevaluate the baseline loads involved with updates and modifications.

4.2.7.6. The successful responder must propose a maintenance schedule and maintenance window allowing server, network, and database maintenance to be accomplished without affecting the customer’s access. Below is an example:

• Normal Maintenance – within published maintenance window:
  o HuBERT Server and database backups run daily from 11pm - 6am (Central Time).
  o The application maintenance window shall be Friday 7pm - Monday 5am (Central Time). This includes releases provided by various vendors for release into the production environment.

• Routine Unscheduled Maintenance - submitted for approval to the State

• Emergency Maintenance - notify the State immediately with a plan for resolution
  o This is to be documented within 48 hours after the emergency.

• Execute HuBERT processing schedule:
  o HuBERT End-of-Day (EOD) process runs daily from 8pm - 11pm (Central Time).

4.2.8. System Operations Documentation and Tools
4.2.8.1. On an ongoing basis the successful Responder must provide updated documentation regarding operation of the system and its Central Host Site
4.2.8.2. Documentation updates must be delivered in electronic format, unless otherwise requested by the State.
4.2.8.3. The documentation must be updated based on timeframes determined by the State.
4.2.8.4. Must provide reference material to the State upon request.
4.2.8.5. Must provide secure electronic tools for tracking and managing issues and to view project related documentation to include but not limited to:
   • Provide secure web site to be used by MN state staff to view project related documents (i.e. help desk logs, hardware inventory logs, meeting minutes,)
   • Set-up and maintain a Minnesota “instance” in JIRA or a similar software
   • Provide support for and track all system issues in JIRA or a similar software
   • Host secure SFTP site to post EOM Reports and upload/download other files and information. The current site includes the following accounts:
     o Agencyeom – Used to post EOM reports accessible from the clinic
     o Stateeom – Used to post EOM reports accessible from the State
     o Agencygateway – Used to post files for the clinics
     o Stategateway – Used to post files for the State office
4.2.9. Telecommunications and Capacity Planning Requirements
4.2.9.1. The successful Responder shall provide adequate, qualified staff to monitor all communications to the central server from all local agencies and the State on a daily basis.
4.2.9.2. The successful Responder must ensure that data communications occur between the Central Site Processor, the local agencies and their clinics, and the State office.
4.2.9.3. The successful Responder shall provide a weekly Communications status report (i.e. loss of connection, total time not connected, average response time, volume of data sent and received, etc.) to the State summarizing the data collected.
   • Based on the information provided, the successful Responder will assist the State in determining any need for changes to the central host site or local site telecommunications.
4.2.9.4. The successful Responder shall implement any required modifications needed to maintain telecommunication performance standards.
4.2.9.5. The successful Responder must ensure that the Central Host Site servers are available during all WIC business hours to accept data.
4.2.9.6. The successful Responder shall plan for capacity growth based on current and estimated projections. Caseload growth information for the past five (5) years can be found in Appendix A: Annual Caseload Summary.
4.2.9.7. The successful Responder must notify the State immediately in the event of an emergency situation in which the System is not available or is not functioning.
4.2.10. Database Administration
4.2.10.1. The successful Responder shall host, and provide database administration for, the HuBERT databases. There are currently seven (7) databases, housed in four (4) database servers. Refer to Section A.2 Current Environment
4.2.10.2. Any instance of performance degradation shall be researched, resolved, and documented. The successful Responder shall be responsible for researching and evaluating the root cause of any and all performance degradation.
4.2.10.3. The successful Responder shall provide timely database repairs to fix and resolve any future potential for corruption of data and other potential complications created by software defects, system failures, user errors, etc.
4.2.10.4. The successful Responder shall monitor and execute the daily, weekly, and monthly database tuning procedures to ensure the efficiency and effectiveness of the production databases.

4.2.10.5. The successful Responder shall maintain controls in production environment by ensuring any modifications to, or creation of data directly in a HuBERT database is approved by the State before the change is implemented in production to ensure the integrity of program service and reporting.

4.2.10.6. The successful Responder is responsible for any database upgrades on the servers.

4.2.10.7. The successful Responder shall be responsible for the successful execution of the EOD and EOM processes.

4.2.10.8. The successful Responder shall run SQL script requests which may modify or create data on the database servers. This may be in support of software releases.

4.2.10.9. At a minimum, the successful Responder should conduct backups as such:
   - Incremental and full daily backups – to be retained for two weeks
   - At End-of-Month – to be retained for 13 months
   - Backups need to be destroyed after six years

4.2.10.10. The successful Responder must maintain all participant and benefit data for six (6) years after the last participant activity.
   - There must be a plan for purging data older than this. Purging data includes ensuring current reports and data sets are not negatively affected.

4.2.10.11. The successful Responder must maintain all vendor data for six (6) years.
   - There must be a plan for purging data older than this. Purging data includes ensuring current reports and data sets are not negatively affected.

4.2.11. Data Exchange and Interfaces

4.2.11.1. The successful Responder must provide the software and support required to exchange data with other State and Federal programs electronically.
   - The successful Responder will be responsible for providing certain data to USDA. Currently, the data required for submission include the minimum data set (MDS) and the supplemental data set (SDS). (This is also known as the Participant Characteristics Study.)

4.2.11.2. The successful Responder must provide to the State on an annual basis for MDH Performance Reporting Requirements System, in a CSV format:
   - The total unduplicated number of women served by a WIC clinic;
   - The total unduplicated number of infants and children served by a WIC clinic;
   - The percent of ever-breastfed WIC infants who at three months of age are currently breastfed;
   - The percent of WIC children over the age of two years that are:
     - Unknown BMI / Age Percentile = 0
     - Underweight BMI / Age Percentile > 0 to ≤ 5th
     - Normal Weight BMI / Age Percentile > 5th to < 85th
     - Overweight BMI / Age Percentile ≥ 85th to < 95th
     - Obese BMI / Age Percentile ≥ 95th, and
   - The percent of all WIC women that have a self-reported pre-pregnancy BMI in one of the following categories:
     - Unknown Pre-Pregnancy BMI = 0.0
     - Underweight Pre-Pregnancy BMI Range > 0.0 to < 18.5
     - Normal Weight Pre-Pregnancy BMI Range ≥ 18.5 to ≤ 24.9
     - Overweight Pre-Pregnancy BMI Range ≥ 25.0 to ≤ 29.9
     - Obese Pre-Pregnancy BMI Range ≥ 30.0

4.2.11.3. The successful Responder must provide a secure interface with the banking contractor for the transmission of issuance and redemption information.
• The successful Responder will provide the Banking Contractor with an updated vendor file on a daily basis.
• The Banking Contractor will provide the successful Responder with a file of all benefits presented for payment. The successful Responder will integrate this bank data to update the benefit information system and to perform the one-to-one reconciliation process.

4.2.11.4. The successful Responder must assist and consult with the State as needed when using the Food Programs Reporting System (FPRS).
4.2.11.5. The successful Responder should be aware of the Universal Interface Standards for EBT.

4.3. HuBERT Reporting Requirements
The State requires that the WIC information system provide accurate reports.

4.3.1. Reports must accurately capture data based on the defined criteria. The successful Responder must work with the State and Enhancement Contractor to determine cause of any anomalies or inaccuracies found in current or future reports. If the resolution is not determined to occur at the HuBERT application level and is instead at a database, or a client or central site software level, the successful Responder is expected to execute the resolution.
4.3.2. The successful Responder will provide queries as requested by the State.
4.3.3. The successful Responder will be required to maintain all reports generated through EOM and posted to the secure FTP site for six (6) years.
4.3.4. The following special request queries should be run after EOM is completed successfully, and posted to the Minnesota folder on the secure FTP site:
   • Formula Issued - Local Agency Breakdown (Excel)
   • Formula Issued - State Summary (Excel)
   • Fruit & Vegetable Redemption Activity - Local Agency Breakdown (Excel)
   • Fruit & Vegetable Redemption Activity - State Summary (Excel)
4.3.5. The successful Responder must provide accurate descriptions of each special request query to help the end-user understand them. At a minimum, descriptions must include: objectives, criteria and filters used to define cells within the report, and definitions of codes used.
4.3.6. The successful Responder shall post to a secure site, the following data sets that are generated through EOM:
   • Pediatric Nutrition Surveillance System (PedNSS) and
   • Pregnancy Nutrition Surveillance System (PNSS)

4.4. Performance Standards
The State has developed the following performance standards as a mechanism to ensure quality. The performance standards may be subject to penalties, as described in the RFP.

4.4.1. The software performance, response time, and ability of the system to operate under stressed conditions and maximum load must be tested on any new Central Host Site. This will determine the technical constraints and loads involved in applying system updates and modifications.
4.4.2. The Central Host Site must have enough bandwidth to provide a network latency of no more than 2.5 seconds 80% of the time and no more than 5 seconds for 100% of the time. Should the response times slow, the successful Responder must work with the State to resolve.
4.4.3. The successful Responder must update all Central Host Site operations documentation following any Central Host Site updates or modifications, within five (5) working days of the change(s).
4.4.4. HuBERT services, environments, and SFTP site should be available 24x7 and at least 99.5% of that time, excluding scheduled maintenance
   4.4.4.1. Maintenance windows must be approved by the state
4.4.4.2. The HuBERT Central Host Site must be able to maintain a 35 Megabits per second (Mbps) upload speed during release periods, and a 10 Mbps upload speed during normal operations.

4.4.5. HuBERT may require additional network capacity in the future. After increases are approved by the State, the successful Responder has ten (10) business days to complete the upgrade.

4.4.6. If the successful Responder does not achieve these performance standards, the State will be credited 10% of the fixed monthly system operations and maintenance fee, for that month.

4.5. Training Requirements

4.5.1. The successful Responder shall provide technical assistance to the State in preparing training documents, communications to users, and software updates. The assistance provided may include, but is not limited to, detailed instructions on system operations, installation, screen shots and other examples.

4.5.2. The successful Responder will also review and provide feedback on any training materials created by the State. The State will be responsible for distributing this information to local agencies.

4.6. Written Deliverables and Work Plans

4.6.1. Written Deliverable: Documentation of Central Host Site Operations
The successful Responder must provide the State with updated versions of all Central Host Site system documentation reflecting the current status and operations of the system throughout the life of the contract. This includes, but is not limited to, central site operational and installation manuals.

4.6.2. Written Deliverable: Software/Hardware Image Document
The Software/Hardware Image Document will reflect the successful Responder’s established (and State approved) configuration requirements for all distinct system environments (Central Host Site, State-level offices, and clinics). The Software/Hardware Image Document will contain a description of the standard imaging process for software and a set of standard procedures and configuration parameters for installation of the software at the central processing site and any off-line clinics. Current configurations are included in the supplement documents included with this RFP. This is expected to be updated and resubmitted to the State in concurrence with any changes made to the Software/Hardware Image processes.

4.6.3. Work Plan: Security and Data Privacy Plan
Responders shall prepare a security plan detailing the security provisions they intend to maintain. This plan should encompass both hardware and data transfers between the current contractor and the successful Responder, and security as it concerns ongoing operation of the system. At a minimum, the Responder’s security plan should include the following security components: personnel, facilities, hardware, software, data, etc. Please refer Chapter 8 of the FNS Handbook 901, found at http://www.fns.usda.gov/apd/Handbook_901_2007/Chapter_8_v1.1.pdf

4.6.3.1. The successful Responder’s Security Plan must include processes and procedures for maintaining hardware, software, and data safety and integrity during all phases of transition and operations and maintenance.

4.6.3.2. Must include a process for ongoing security assessments and reviews.

4.6.3.3. Must describe processes and procedures for preventing access to data by unauthorized persons.

4.6.3.4. Must describe in detail data encryption standards and public key/private key access controls.

4.6.4. Work Plan: Disaster Recovery Plan
Responders shall prepare a disaster recovery plan describing the types of disasters that may impact the system’s operation and therefore require a backup and recovery plan. For each disaster type, the successful Responder must detail the steps taken to endure the disaster and the range of time frames to recover from such a disaster, including the estimated daily capacity of the hardware support team to configure replacement equipment.

4.6.4.1. The disaster recovery site should be a warm site, capable of resuming operations within 24 hours of disaster. It should be capable of sustaining operations until the disaster is remedied.

4.6.4.2. Plans should address, but are not limited to:
• The successful Responder shall supply backups for the HuBERT databases and recovery services should a failure occur. This includes offsite storage of backups.
• Must ensure that the system can continue to operate in the event of an unexpected destruction of hardware or data through system failure or natural disasters.
• Arrangements for backup hardware or processing sites.
• Address off-site data storage arrangements.
• A schedule for creation of backup media.
• Must provide detailed recovery procedures for all anticipated types of disasters. Disasters described should include, but are not limited to:
  o System failures at the local agency site
  o System failures at the successful Responder’s level
  o Natural disasters
  o Theft
  o Hardware or data vandalism
  o Internet attacks

Preliminary work plans must be submitted with the proposal; complete versions must be submitted no later than three (3) months after contract execution.

5. Hardware Support

5.1. Overview
The hardware support function includes the repair, maintenance, imaging, replacement, surplus, disposal, and tracking of all State-owned hardware (i.e. used in the Local Agency, State office, Central site, and stock). Equipment repair may take place at the successful Responder’s location or at a repair facility. Adequate secure storage facilities must be available to store necessary stock equipment. Hardware support also includes tracking on-hand State equipment, as well as equipment in the field that has been repaired or replaced. Hardware support staff may be required to provide recommendations and evaluations of equipment (e.g., if a model used by the State is discontinued, the hardware support will evaluate alternatives and provide recommendations of alternate equipment). The State is responsible for reimbursing the successful Responder for actual equipment shipping costs.

5.2. Hardware Support Functional Requirements
  5.2.1. The successful Responder shall provide adequate staff to perform hardware support functions.
  5.2.2. The successful Responder shall correctly set up and configure equipment.
  5.2.3. The successful Responder must ensure full-disk encryption is applied to all client computers.
  5.2.4. The successful Responder shall evaluate the need for repair and determine if the repair is a function of the successful Responder or if the repair is covered by a warranty/service agreement under another contract.
  5.2.5. The successful Responder shall perform routine maintenance of all equipment, including attaching State Identification stickers.
  5.2.6. When the help desk determines an issue is related to hardware, the hardware support must send replacement equipment to the local agency.
    5.2.6.1. Replacement includes providing a piece of inventory to the end user and receiving the equipment that is being replaced.
    5.2.6.2. Replacement equipment is purchased by the State and comes from the hardware support on-hand inventory.
    5.2.6.3. Replacement inventory may be new or previously used equipment.
5.2.7. The number and locations of Minnesota WIC local agencies and clinic service sites is available by reviewing the Minnesota WIC Local Agency Directory web link:
http://www.health.state.mn.us/divs/cfh/connect/index.cfm?article=wicdirectory.welcome

5.2.8. If replacement equipment is required in order to provide clinic services, the replacement must be shipped overnight during the current business day.

5.2.9. All non-critical equipment must be shipped and received by the local agency within a timeframe determined during contract negotiations between the successful Responder and the State.

5.2.10. The successful Responder must provide image management, distribution, operations and maintenance of all state-owned hardware for Local Agency clinics and the State Agency.

5.2.11. When a local agency returns problem/surplus equipment to the successful Responder, the successful Responder shall repair or dispose of the equipment, based on the condition of the equipment as directed by the State.

5.2.11.1. If any revenue is obtained by the disposal method, these monies shall be returned to the State.

5.2.11.2. If a piece of equipment is damaged, lost, or stolen by/at the local agency the State must be consulted prior to repair, disposal, or replacement.

5.2.11.3. Disposing of equipment includes clearing any “Not Public” data present in the equipment using MDH approved Surplus and Disposal procedures.

5.2.11.4. All disposed of equipment must follow proper data privacy disposal methods. This includes all applicable State standards as well as all best practice security standards.

5.2.12. Emergency equipment purchases by the successful Responder must be approved by the State.

5.2.13. Adequate and secure storage facilities must be available to receive and store necessary stock equipment.

5.2.13.1. Facilities must be secure, temperature controlled, and support disaster recovery plans.

5.2.13.2. State equipment housed in these facilities must be insured.

5.2.14. The hardware support team must maintain a computerized equipment inventory log of all equipment (on-hand inventory and at local agency sites). A current inventory list is provided in the Procurement Library, refer to Section C.8.5. The successful Responder is not required to do an on-site inventory audit at the Local Agencies. The State will perform regular audits of Local Agency inventories and provide updates to the successful Responder. At a minimum, this inventory log must:

5.2.14.1. Track equipment name (if applicable)

5.2.14.2. Track Local Agency name (location of equipment)

5.2.14.3. Track equipment manufacturer, model and type

5.2.14.4. Track serial number

5.2.14.5. Track date shipped to agency

5.2.14.6. Track problem and issue information (date problem was reported, help desk reference number, repair status, etc.)

5.2.14.7. Maintain information about returned equipment so that equipment not functioning properly is not continually returned to the field. A piece of equipment or a certain model of equipment may be returned to the successful Responder from the field two (2) times for the same problem. The State must be consulted before equipment returned two (2) times for the same problem is sent out to the field again.

5.2.15. Most equipment will have a manufacturer’s warranty or service agreement that is included in the equipment purchase price for a specific amount of time.

5.2.15.1. The hardware support center must maintain records on service coverage by other vendors to ensure work done on the equipment by the successful Responder is not covered by another contract.

5.2.16. Some equipment will require local agency specific settings, such as computers and routers. This equipment must be configured for its destination prior to being distributed.

5.2.17. Hardware support includes the repair of equipment at the successful Responder’s facility or at a repair facility.
5.2.18. The successful Responder must ensure that any vendor that performs equipment repair has been approved by the State.
5.2.19. The successful Responder shall notify the State of replacement equipment needs, including but not limited to routers, mice, and keyboards by the first working day of each month.

5.3. Hardware Support Performance Standards
The State has developed the following performance standards as a mechanism to ensure quality. The performance standards are subject to incentives and/or penalties, as described in the RFP and as determined in contract negotiations.

5.3.1. The successful Responder will credit the State for costs associated with equipment that is setup incorrectly, equipment shipped to the wrong agency, or replacement equipment not received at the Agency within specified timeframes
5.3.2. If a piece of equipment is shipped to the wrong local agency, the State will incur no costs for shipping to and from the wrong location.
5.3.3. A Hardware Inventory report is to be run on the 1st and the 15th and is to be delivered by the 5th and 20th of each month of the contract. If any Hardware Inventory is not delivered as scheduled, then the successful responder will credit the State 10% of the monthly Hardware Support fee for that month. If the date falls on a weekend, holiday, or any non-business day, the Hardware Inventory report may be submitted the following business day.
5.3.4. The successful Responder must ensure that equipment covered by any type of warranty or service agreement is not serviced by the successful Responder for issues covered by the warranty or service agreement; the successful Responder will not be paid for work that is covered by another contract, but accomplished by the successful Responder, unless the successful Responder receives advance written approval from the State.

5.4. Hardware Support Reporting Requirements
5.4.1. The following data must be reported to the State in a format approved by the State based on the indicated timeframes.

5.4.1.1. Equipment Supply Reorder Reports – monthly (reference 5.2.19)
5.4.1.2. A hardware inventory must be run on the 1st and the 15th and is to be delivered to the State Office by the 5th and 20th of each month. This inventory must include, but is not limited to: type of equipment/brand/model, equipment application, serial number, quantity, and whether replaced, repaired, and/or shipped. If the date falls on a weekend, holiday, or any non-business day, the Hardware Inventory report may be submitted the following business day.
5.4.1.3. Surplus Equipment Disposal Report (old, non-functioning equipment that has been discarded must be accounted for) - as requested by the State.
5.4.2. Additional reports or data may be required on a standard, periodic, on-request or ad-hoc basis.
5.4.3. The successful Responder must maintain a web-based method by which State staff can access hardware support reports and/or data from a central server.

5.5. Written Deliverables and Work Plans
5.5.1. Work Plan: Hardware Plan
Must address methodology by which Local Agency and Central Host Site hardware will be maintained, imaged, tested, repaired/replaced, shipped, and disposed.

5.5.1.1. Must address methodology by which equipment will be stored at the successful Responder’s site.
5.5.1.2. Must detail how proper configuration and functioning will be ensured.
5.5.1.3. Must detail how hardware will be imaged and tested prior to releasing the equipment to the Local Agency.
• Computers hard drives must be encrypted before being shipped
• Computers must have antivirus installed before being shipped
5.5.1.4. Must address the methodology by which equipment will be inventoried and tracked.
5.5.1.5. Must provide a schedule and approach for rollout.
5.5.1.6. Must provide a schedule and approach for routine equipment maintenance.
5.5.1.7. Must detail the methodology by which staff configure the equipment that is sent for replacement, ship the equipment, receive and account for the problem equipment and determine whether to repair or dispose of the problem equipment.
5.5.1.8. Must ensure proper data removal upon disposal following MDH protocol.
5.5.1.9. The hardware plan must contain the methodology by which each type of equipment will be disposed and the location of disposal. The plan must account for environmental, legal, and security requirements including State, local and Federal laws.
5.5.2. Preliminary work plans must be submitted with the proposal; complete versions must be submitted no later than three (3) months after contract execution.

6. Help Desk Services

6.1. Overview
The Help Desk is vital to the System. It is a central source of information and assistance for all end users. Help Desk staff are trained to provide any needed assistance to clinic or State staff that contact the help desk.

6.2. Functional Requirements

6.2.1. The help desk shall be staffed with qualified personal with a thorough understanding of the Minnesota user environment.
6.2.2. The help desk will be staffed with an adequate number of qualified staff to respond to calls within performance timeframes.
   6.2.2.1. The successful Responder shall review help desk usage reports and adjust the schedule and number of staff assigned accordingly.
   6.2.2.2. The successful Responder will be responsible for maintaining adequate qualified staff and will adjust staffing requirements based on critical activities (i.e., system releases) or requests by the State.
6.2.3. Telephone/Voicemail
The successful Responder shall operate and maintain a toll-free telephone number that end users will use to contact help desk staff.
   6.2.3.1. The successful Responder will establish two Help Desk queues, one urgent and one non-urgent. An urgent issue occurs when the clinic is unable to continue to provide services. Non-urgent matters include those that do not constitute a stoppage of clinic activity. With a non-urgent issue, the clinic staff may opt for the Help Desk staff to return the call at a pre-determined time to discuss the follow-up activity.
   6.2.3.2. If the Help Desk telephone and/or voicemail system is not functioning, the successful Responder shall notify the State immediately.
   6.2.3.3. Help desk staff must provide the caller with an estimated time of hold and provide the caller with the option to hold or to receive a return call from the help desk within a defined timeframe. If a return call is requested, the caller has the option of requesting a specific timeframe for the return call.
   6.2.3.4. Callers should be given the option of leaving a message on voicemail for non-urgent issues.
   • Callers should be instructed to provide pertinent information (e.g., name, clinic, callback telephone number, etc.), as well as a description of the issue.
• Issues left on a voicemail system must be logged within one (1) business day, and at a minimum, include an assigned Help Desk contact, the agency contact, assigned tracking number and issue description.
• The Help Desk staff will return all voicemail messages within one (1) business day.
• Callers that choose not to leave a voicemail message should remain in the queue.

6.2.4. *Email*

The successful Responder must establish a method by which the Help Desk can receive non-urgent Help Desk issues from end users via electronic mail (email).

6.2.4.1. Emailed issues, “calls”, will be handled in the same manner as issues that were reported by telephone.

6.2.4.2. Issues received by email must be logged within one (1) business day, and at a minimum, include an assigned Help Desk contact, the agency contact, assigned tracking number, and issue description.

6.2.4.3. The Help Desk staff will respond to all email messages within one (1) business day.

6.2.5. Help Desk staff, following a process established by the successful Responder and the State, will be required to set up, maintain and support user names and passwords for access to HuBERT.

6.2.6. Standard Hours of Operation

Help Desk staff should be available to answer calls between the standard Help Desk hours of 7:00 am and 5:30 pm central time Monday through Friday.

6.2.7. Extended Hours of Operation

Help Desk staff should be on-call (available to answer questions and with access to resources required to provide Help Desk support) to assist users after standard Help Desk hours. Help Desk staff should be on-call from 5:30 pm to 7:00 pm central time Monday through Friday.

6.2.8. Weekend and Holiday Hours of Operation

Weekend and holiday hours for help desk support may be required. The State and the successful Responder will negotiate weekend and holiday hours when necessary.

6.2.8.1. It is not anticipated that Help Desk support will be required on the following holidays: New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

6.2.9. The Help Desk must maintain and reference a current profile of each local agency. The profile will include the agency contact person, hardware inventory, any additional agency-specific software, connectivity/configuration type, agency demographic information, and any other information required by the State. The successful Responder must work with the State on sharing and updating the Agency profiles.

6.2.10. The Help Desk must maintain a log (record) of all calls to the Help Desk. Calls include telephone calls, emailed issues, and issues left as a message.

6.2.10.1. The call log must contain a record for each call to the Help Desk. The individual call record must include the reason for the call (call type), the agency and person calling, a call reference number, the call level (including any escalations), the status of the call, the resolution, a text section for a description of the problem and/or additional information and any other data as requested by the State.

6.2.10.2. The call log must capture the time spent on each call and the amount of time each call was held in the queue. This information must be available at an individual call and summary level. The call log must be kept up-to-date with the successful Responder’s activity. Such activity may include, but is not limited to, issue re-creation, waiting for more data from local agencies, testing, etc.

6.2.10.3. If a local agency is referred to another entity (e.g., the problem hardware is under warranty with another company), the referral information must be captured in the call record. Referrals must be reported to the State.

6.2.11. The successful Responder must notify the State immediately in the event of data loss/corruption, lost/stolen equipment, and when a clinic is unable to function.

6.2.12. Call Escalation

Responders must establish a method to prioritize and escalate Help Desk calls based on the severity and urgency of the issue. Responders should fully explain each call level, what the requirements for escalation
are, and the type of qualified staff that will be assigned to each level of call. Sample Help Desk call information is included in Appendix H: Help Desk Month and Appendix G: Sample Issue Escalation Flow Chart, to assist Responders in the creation of Help Desk call escalation standards.

6.2.13. Status Contacts
If a call is not resolved after two (2) working days, the Help Desk must contact the person that submitted the call and provide information regarding the status of the call.

6.2.13.1. After four (4) business working days (from the initial call), the State must be notified if the issue remains open.

6.2.14. The Help Desk must record any modifications suggested by local agency staff. These modification suggestions must be reported to the State.
6.2.15. The successful responder will evaluate Help Desk performance through periodic written surveys and weekly follow up telephone calls.

6.3. Performance Standards
The State has developed the following performance standards as a mechanism to ensure quality. The performance standard is subject to penalties, as described in the RFP.

6.3.1. All calls must be answered and addressed within an average of 120 seconds. A call this is received but immediately placed on hold is not considered answered for the purposes of this contract. In this case, addressed means beginning a discussion with the caller in regards to the issue.

6.3.1.1. If the successful Responder does not achieve this performance standard, the State will be credited 10% of the fixed monthly Help Desk Operations fee for that month.

6.4. Reporting Requirements
MDH requires specific reports and information related to Help Desk functions and activities. In order to provide accurate data, the Help Desk will be required to capture data elements that contribute to these reports for each call in the call log.

6.4.1. The Help Desk is required to provide the following reports to MDH electronically. These reports will be required based on the indicated timeframes and/or upon request.

6.4.2. Call Logs – Weekly

6.4.2.1. Active Call Status Logs – Weekly/Monthly
6.4.2.2. Call Types and Resolutions – Weekly, Monthly Summary
6.4.2.3. Open Issues – Weekly Summary
6.4.2.4. Help Desk Summary – Monthly

6.4.3. The Help Desk must provide the State with electronic access to call logs on a weekly basis.
6.4.4. The successful Responder must maintain an accurate log of reported bugs. This information must be communicated to the State on a regular basis.
6.4.5. The Help Desk must promptly report to the State any referrals to other entities on an as needed basis.
6.4.6. Additional reports may be required on a regular or ad-hoc basis.
6.4.7. The successful Responder must maintain a web-based method by which State staff can access standard, periodic, on-request and ad-hoc Help Desk reports.

6.5. Written Deliverables and Work Plans

6.5.1. Work Plan: Help Desk Plan

6.5.1.1. The successful Responder must provide a Help Desk plan, which must include the Help Desk staff training approach and methodology to ensure that the Help Desk is adequately trained and staffed to support transfer and implementation and operations and maintenance activities.
• Must include a training plan and materials for Help Desk staff.
• Must include a schedule for implementation of the Help Desk coordinated with system transfer and implementation activities.
• Must include instructions for establishing a database of problems and solutions.
• Must describe coordination procedures between the current Help Desk (if necessary), the successful Responder’s Help Desk, and State staff. This will ensure that problems are routed to the contractor(s) in a timely manner when appropriate.
• Must describe a method for resolving customer service complaints about Help Desk services.

6.5.2. Preliminary work plans must be submitted with the proposal; complete versions must be submitted no later than three (3) months after contract execution.

7. System Software Modifications

7.1. Overview
Currently, the State participates in the SPIRIT Users Group (SUG) as a Charter member. Source Code is shared with participating SUG member states. There is one version of the System code deployed to all User Group members with configurable functionality turned off or turned on based on the unique requirements of each State Agency. Software enhancements and defect fixes are performed primarily through a Cooperative Contract with the State of Missouri as the lead agency.

7.1.1. Several Options for performance of software modifications may exist for the State throughout the life of this contract:

7.1.1.1. The State continues participating in the SUG as a charter member and follows SUG change control approval processes:
   • All software modifications are performed and funded through the Cooperative contract with the State of Missouri or the
   • Software modifications initiated by Minnesota are provided by the winning responder through this contract. This option is possible if the successful Responder is also the contractor of the Cooperative Contract for Software Enhancements.

7.1.1.2. In the event the State discontinues membership with the SUG, all software enhancements to the system must be provided by the successful responder.

7.2. General Requirements

7.2.1. The successful responder must provide the necessary personnel, material, equipment, services and facilities to perform the work described in this section.

7.2.2. The State expects the software modifications to be paid based on a fixed price or time and materials basis. Pricing will be based on hourly rates submitted with the response to this RFP and will be negotiated after the Change Order has been defined and work hours can be estimated. In the event the fixed price amount exceeds the actual cost of time and material, the State will be charged the lesser amount.

7.2.3. The successful Responder must have the capacity to perform up to 2000 hours per year of software modifications. Any software modification will be requested through a Change Order. The State is not obligated to utilize or pay for any of these hours unless work has been requested and accepted by the State.

7.2.3.1. All changes or modifications to the System must be thoroughly tested by the successful Responder and approved by the State prior to release.

7.2.3.2. Delivery of High quality code through consistent use of standards

7.2.3.3. All customizations to the application should adhere to industry standard coding practices, with the intent of securing data in the system.

7.2.4. Accessibility - Responders must complete Attachment D: VPAT Section 508 of the Rehabilitation Act and Attachment E: VPAT Web Content Accessibility Guidelines 2.0 Level AA. The VPATs must contain adequate information to evaluate the responsiveness to the accessibility standards.
7.3. Software Development

7.3.1. System modifications may include changes needed to meet policy or regulatory requirements, efficiency changes and defect fixes.
7.3.2. All modifications to the System must be flexible in design to provide interfaces with other software and hardware and to allow for growth, future changes, and improvements
7.3.3. The successful Responder must:
   7.3.3.1. Provide a high-level estimate of effort and cost for all enhancements before any specific Change Order is generated
   7.3.3.2. Follow the change control process approved by the State for all software changes, other than those associated with defect fixes
   7.3.3.3. Conduct Design review and confirmation sessions as needed
      • Work with the State to arrive at a suitable schedule and sufficient duration for these meetings
      • Facilitate the sessions and assume responsibility for tracking and recording all change requirements
      • Provide notes and subsequent change requirements for State review and approval
   7.3.3.4. Deliver system installation guides including hardware and software requirements, release notes, installation procedures and configuration instructions
   7.3.3.5. Provide automated software installation
   7.3.3.6. Support Minnesota’s custom templates and ensure they are pushed to clients for each release
   7.3.3.7. Work with the State to determine release schedule

7.4. Software Defect Fixes

7.4.1. The successful Responder must fix all new and existing defects within the HuBERT software.
    7.4.1.1. If the State continues with participation in the SUG, defect fixes must follow SUG protocol:
      • All defects identified during User Acceptance Testing (UAT) and categorized as critical or major will be corrected prior to release into the production environment. Defects prioritized as medium or minor may be negotiated with the State for a correction date but must be fixed no later than the next release. If a special release is required to fix the software defect or bug, the successful Responder will assume the cost of the special release
    7.4.1.2. If the State discontinues membership with the SUG, the successful Responder must:
      • Correct all critical, major and medium defects found during UAT prior to release into the production environment. Defects prioritized by the State as minor may be negotiated with the State for a correction date but must be fixed no later than the next release. If a special release is required to fix the software defect or bug, the successful Responder will assume the cost of the special release.
    7.4.1.3. The following SUG definitions are used for both options:
      • **Production Down:** Defect which causes total failure of the software, unrecoverable data loss, or functionality which severely affects users; There is no workaround; There is a severe impact on productivity or efficiency (e.g., users unable to complete a critical task necessary to perform his/her job); Most would say the system is unusable.
      • **Critical:** Defect which results in severely impaired functionality in a major area of the system. A work around may exist but its use is unsatisfactory or difficult; Major impact on productivity or efficiency; Many would say the affected area of the application is unusable.
      • **Major:** Defect which results in impaired functionality in the system. There is a reasonably satisfactory work around; Moderate impact on productivity and efficiency; some would say the affected area of the application is hard to use.
      • **Medium:** Defect of some significance. A work around exists or, if not, the impairment is slight; Low impact on productivity and efficiency; Few would say the affected area of the application is hard to use.
7.5. Software Testing Management

7.5.1. The successful Responder is responsible for fully testing all changes they deliver to ensure a quality product through consistent execution of proven testing practices. The successful Responder shall monitor their performance in this area of the development life-cycle and make adjustments as necessary to continually strive for error free software.

7.5.1.1. All defect fixes and enhancements must be tested in a Minnesota environment
7.5.1.2. Any modification or revision to the System must be thoroughly tested prior to implementation.

- The successful Responder shall ensure testing quality through the use of industry best practices, methodologies and standards such as ISO/IEC 29119. The testing approach should include but not be limited to the following:
  - Black box testing
  - White box testing
  - Requirements traceability matrix
  - Risk Assessment and Mitigation
  - Quality Assurance Testing/Monitoring
  - User acceptance testing (performed by the State, supported by the successful Responder)

- The successful responder shall deliver a Readiness Certification for User Acceptance Testing (UAT)/System Software for all Change Orders, which will include:
  - Written certification of system readiness for UAT
  - The certification of system readiness for UAT must be provided prior to beginning UAT and must be approved by the accepted and established SUG change control processes.
  - Ensure delivery date aligns with project plan and agreed upon milestones
  - Detailed information on all errors identified during system testing, and the resolutions
  - Verification full system testing was run from start to finish with no identified outstanding errors
  - The successful Responder shall provide the State with the fully developed system source code and executable code

- All defects identified during UAT shall be classified into one of four categories: Critical, Major, Medium, or Minor

- A Change Order will be accepted based on the following criteria:
  - At a Release level all defects classified during UAT as Critical, Major, and Medium shall be corrected and retested prior to any Change Order within the Release being accepted; if the State is participating in the SUG then only Critical and Major defects are required to be corrected prior to acceptance
  - A Change Order shall pass 100% of its documented requirements before it will be accepted and considered for payment.
  - Additional Acceptance criteria may be added to an individual Release/Change Orders as warranted throughout the life of the contract.
  - The successful responder shall resolve any defects that are introduced inadvertently during the development process, even if those defects are not within the scope of the requirements documented in the Change Order
  - The successful Responder shall deliver a plan to the State for resolution of all open defects.
  - No open defect shall span more than one release
  - Payment will not be made until all open defects for a Change Order have been resolved and closed.
• Deployment to production is not an indication of acceptance.

• The successful Responder shall perform detail Quality Assurance testing prior to certifying a release for UAT. All software certified for UAT shall, at a minimum, have completed the following testing phases:
  o Functional Testing
  o Positive testing
  o Negative testing
  o Data driven testing
  o Boundary testing
  o Single User Performance testing
  o SQL Penetration
  o Security testing
  o System/Integration testing
  o Regression testing
  o Load/Stress/Performance testing

• The successful Responder shall be responsible for the software performance, response time, and ability of the system to operate under stressed conditions and maximum load:
  o The successful Responder shall perform such testing on all software changes which is required to ensure performance levels are maintained to meet performance requirements
  o The successful Responder shall report technical constraints involved in applying system updates and modifications

7.6. Software Documentation

7.6.1. Documentation must be delivered in electronic format, unless otherwise requested by the State. The documentation must be updated based on timeframes determined by the State.

7.6.2. Version control all documentation which facilitates the readers ability to quickly identify the latest version of a document

7.6.3. The successful Responder must provide reference material to the State upon request.

7.6.4. The successful Responder must maintain up to date documentation for each release and/or as indicated in each Change Order. The media for these revisions, updates, and modifications shall be in a format easily readable by the State.

7.6.4.1. Source Code: Update source code as revisions are made and submit copy of the source code and the standard change control documentation to the State after each release. The ISO9000 standard shall serve as a guideline for this standard change control documentation and is to include the name of the module, author, date created, version number, parameters passed to other modules, functions called to other modules, and history of changes to that module. The history is to include the date of the change, author of the change, and a description as to why and where the change was made.

7.6.4.2. Release Notes: Provide release notes that include the enhancement or defect tracking number, a short description/title, and a comprehensive description of the issue and its resolution

7.6.4.3. Detailed Functional Design Document (DFDD), Detailed Technical Specifications Document (DTSD), and Data Model: Update these documents, which shall contain, but not be limited to:
  • Detailed descriptions of all user interfaces, screen edits, and database edits
  • Detailed descriptions of all reports, report definitions, any other system-produced outputs and the system interfaces (e.g., CDC, TIP, USDA minimum data set)
  • Describe all functional specifications for all inputs, processing, and outputs
  • Provide a data dictionary
• Include for each data element in the system, at a minimum: field name, business definition, type and length, the table(s) to which the field belongs, whether it is a database key, a cross-reference to screens, reports and processing modules, and a description of its purpose
• In the case of system calculated/generated fields document the formula or mechanism by which these fields are calculated/generated, a description of the fields purpose, and where the fields are being used in the system
• Include a cross-reference from screen and report fields to data dictionary entries
• Present in the form of an Initial Draft for review and Final Version for approval, in an easily searchable, electronic format

7.6.4.4. Documented installation requirements and an installation guide
7.6.4.5. Quality Assurance software metrics and reports

7.7. Technical Upgrades and Environment Certifications

7.7.1. The successful Responder shall provide technology upgrades and certification services. These services shall include, but not be limited to, upgrades to infrastructure, operating system and databases, to maintain a supportable environment as technology vendors deliver versions, current HuBERT components sunset, or approach End-of-Life. Except in cases of imminent threat, such as with a security patch, the successful Responder shall schedule patches and upgrades using the Change Control Process and in coordination with the SUG.

7.7.2. The successful Responder Shall:

7.7.2.1. Provide recommendations for upgrades to maintain HuBERT and third-party software components at a version supported by the software vendor

7.7.2.2. Proactively test and certify the HuBERT software for use with the latest release of operating systems and other relevant technologies.

7.7.2.3. Perform the following activities as part of the HuBERT Software Certification process:

• Analysis
• Planning
• Purchase new hardware/software required for the infrastructure or Operating upgrade to test in successful Responder’s environment
• Install and configure new hardware/software in successful Responder’s environment
• Make HuBERT required coding changes
• Test software
• Provide communications
• Provide updated documentation
• Provide implementation guidelines and support

7.7.2.4. Establish standard configuration requirements for all distinct system environments (e.g., Central Site Processor, State-level offices, and clinics)

7.7.2.5. Provide a hardware/software Image Document containing a description of the Standard Imaging process for software and a set of standard procedures and configuration parameters for installation of the software at the central processing site.

7.8. Written Deliverables and Work Plans


The successful responder must provide a Modification and Testing Plan that describes in detail the responders approach to modification and testing of software modification. The plan should include at a minimum:

7.8.1.1. A description of the structured system life cycle development methodology to be employed throughout the project.
7.8.1.2. The methods for maintaining requirements traceability throughout the development process.
7.8.1.3. Types of test activities and staffing.
7.8.1.4. The test plan must contain test cases showing expected results.
7.8.1.5. Test execution must show actual results and explain differences.
7.8.1.6. The change control and configuration management processes.
7.8.1.7. A discussion of the successful Responder’s approach to quality assurance and risk management.
7.8.1.8. A discussion of the successful Responder’s dispute resolution process.
7.8.1.9. A discussion of the successful Responder’s security.
7.8.1.10. How the successful Responder will track and report issues and modifications using JIRA or other State approved tracking system.
7.8.1.11. How the successful Responder will assign identification numbers to releases of the system (e.g., version#.build#, where version# = the number of the latest entire system release and build# = the number of the latest release containing a single or a few module updates).
7.8.1.12. How releases of the system will be archived (e.g., each new version will be archived, as will each build since the last archive).

7.8.2. Work Plan: Change Control and Release Plan
The successful responder must include a Change Control and Release Plan.
7.8.2.1. The plan must follow the current SUG and State approved Change Control processes as described in the Appendices. The sample may be found in Appendix I: Change Control and Release Plan.

7.8.3. Preliminary work plans must be submitted with the proposal; complete versions must be submitted no later than three (3) months after contract execution.

7.9. Performance Standards
The State has developed the following performance standards as a mechanism to ensure quality. The performance standards may be subject to incentives and/or penalties, as described in the RFP and/or as determined in contract negotiations.

7.9.1. If the State continues with participation in the SUG, defect fixes must follow SUG protocol. All defects identified during User Acceptance Testing (UAT) and categorized as critical or major will be corrected prior to release into the production environment. Defects prioritized as medium or minor may be negotiated with the State for a correction date but must be fixed no later than the next release. If a special release is required to fix the software defect or bug, the successful Responder will assume the cost of the special release.
7.9.2. If the State discontinues membership with the SUG, the successful Responder must correct all critical, major and medium defects found during UAT prior to release into the production environment. Defects prioritized by the State as minor may be negotiated with the State for a correction date but must be fixed no later than the next release. If a special release is required to fix the software defect or bug, the successful Responder will assume the cost of the special release. The successful Responder’s failure to promptly correct any software defect may be deemed by the State as a breach of this Agreement.
7.9.3. Once the release is deployed to the Production environments, the successful Responder can invoice the State for Minnesota funded Change Orders for the month the release was placed into the Production environments.
7.9.4. The successful responder shall correct any system problems identified and provide any system modifications at no additional cost to ensure the complete functionality as required by Change Orders.
7.9.5. The successful Responder shall correct any inconsistencies between the application, and the DFDD and the DTSD, as negotiated with the State to determine whether inconsistencies are application or documentation errors.
7.9.6. The successful responder must deliver high quality code through consistent use of standards. The successful responder must provide the State with reports documenting that coding standards are consistently met with less than 10% coding standard violations.
Section C: Proposal Solicitation Instructions, Response Requirements, and Evaluation

8. Solicitation Instructions

8.1. Administration Information

8.1.1. Issuing Agency and Contact Information
8.1.2. The Minnesota Department of Health WIC Program issued this RFP. Carol Rowe will serve as the key point of contact for this RFP. Other State personnel are NOT authorized to discuss this RFP with anyone, including Responders, before the proposal submission deadline. Contact regarding this RFP with any personnel not listed above could result in disqualification.

Street Address-Delivery
85 East Seventh Place
Suite 220
St. Paul, MN 55101

Mailing Address
P.O. Box 64882
St. Paul, MN 55164-0882

Email: carol.rowe@state.mn.us

8.1.3. If additional information is necessary to enable responders to better interpret the information contained in this RFP, written questions will be accepted until 4:00 pm Central Time (CT) on July 10th, 2013. The questions regarding this RFP should be directed to Carol Rowe via email. Neither Ms. Rowe nor any other MDH staff will accept telephone calls related to this RFP. Responses to the questions will be answered as soon as possible and posted on the MDH WIC website at http://www.health.state.mn.us/divs/fh/wic/whatsnew.html. Final responses will be consolidated and posted on or before July 31st, 2013. Any subsequent amendments will be posted to the same location. Potential responders, who have submitted a letter of intent, will be notified of any amendments.

8.2. Procurement Calendar

8.2.1. The proposed procurement calendar for this RFP is as follows:

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<thead>
<tr>
<th>Task</th>
<th>Date</th>
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<tbody>
<tr>
<td>Release of RFP</td>
<td>05/20/13</td>
<td></td>
</tr>
<tr>
<td>Deadline for Letter of Intent</td>
<td>06/12/13</td>
<td></td>
</tr>
<tr>
<td>Deadline for Submission of Questions</td>
<td>07/10/13</td>
<td>4pm CT</td>
</tr>
<tr>
<td>Release of Official Written Responses to Questions</td>
<td>07/31/13</td>
<td></td>
</tr>
<tr>
<td>Proposal Submission Deadline</td>
<td>09/04/13</td>
<td>4pm CT</td>
</tr>
</tbody>
</table>
8.3. Contract Duration
The anticipated start of the initiation of services (for all four main functions: System Operations and Maintenance, Help Desk Services, Hardware Support, and Software Modifications) under the contract resulting from this RFP is April 1, 2014. The initial duration of this contract will be two (2) years with three optional one (1) year extensions. Responders should propose needed resources to satisfy the defined service needs, deliverables, activities, and timeframes for the initial contract period, and, separately, for the extended contract period.

After the initial contract period, the State may choose to extend the contract for any or all of the main functions described in this RFP (System Operations and Maintenance, Help Desk Services, Hardware Support and Software Modifications). The State is not obligated to extend the contract past the initial contract period for any of the components.

The State, at its discretion, may terminate the contract at any time, with or without cause, upon 30 days’ written notice to the Contractor. The form of communication may include facsimile medium.

8.4. Technology Requirements
In order to ensure compatibility with MDH resources, the successful Responder shall have (or obtain prior to the execution of the contract) the following capabilities/software packages:

- Microsoft Office 2010 (specifically, Word and Excel)
- Microsoft Project 2010
- Microsoft Visio 2010
- JIRA
- C-TIMS (or a similar tool to provide secure web site access to be used by MN state staff to view project related documents (e.g. help desk logs, hardware inventory logs, meeting minutes))
- Secure FTP site

8.5. Procurement Library
A procurement library will be available at 85 East Seventh Place, St. Paul Minnesota between the hours of 9:00 am and 4:00 pm central time. Copies of materials contained in the procurement library can be sent to interested responders upon request. Responders should allow seven business days to receive materials. Most materials will be provided on a CD. Please contact Shawn Matteson at 651.201.4410 to obtain materials from the procurement library.

Materials contained in the procurement library are public, but are intended for use ONLY to respond to this RFP. Materials in the procurement library include:

- Detailed Technical Specification Overview and Data Flow
- Detailed Functional Design Document
• Help Desk Data
• Minnesota Hardware Inventory
• Central Host Site Equipment
• SAP Infowiew Implementation
• SPIRIT Operations Manual
• SPIRIT Server Installation Instructions
• Minnesota Operations Manual (MOM)
  http://www.health.state.mn.us/divs/fh/wic/localagency/program/mom/toc.html
• HuBERT Information System Home Page
  http://www.health.state.mn.us/divs/fh/wic/localagency/infosystem/newsysplan/index.html

8.6. Letter of Intent
All organizations interested in responding to this RFP are required to submit a Letter of Intent to Respond to Carol Rowe by mail or email, to be received by June 12th, 2013, before 4:00 pm Central Time. The Letter of Intent must be signed by an authorized agent within the organization. In the event that an organization submits a Letter of Intent but no Proposal, the State will disregard the Letter of Intent.

9. Response Requirements

9.1. Proposal Information and Content
9.1.1. A complete proposal will include technical and cost sections.
9.1.2. Proposals will be submitted in hard copy format on standard, 8 ½ by 11-inch white paper. Proposals must be bound and each section of the proposal must be separated by labeled tabs. Proposals must be printed using laser or comparable printers to ensure legibility. Oversized pages may be inserted for charts or diagrams only.
9.1.3. Responders shall provide one (1) original and eight (8) bound copies of the technical proposal. Responders shall also provide one (1) unbound copy as well as an electronic copy on CD in PDF and Microsoft Word Format. Proposals are to be sealed in a package with the Responder’s name, address, and the RFP title on the outside.
9.1.4. Responders shall provide one (1) original cost proposal, which will be bound separately from the technical proposal. The pricing proposal shall be sealed in an envelope that is labeled “Cost Proposal.” Responders shall also provide one (1) unbound copy as well as an electronic copy on CD in PDF and Microsoft Word Format. The label on the pricing proposal should also contain the Responder’s name, address, and RFP title.
9.1.5. Proposals shall be delivered to the Minnesota Department of Health no later than 4:00 pm CT on September 4th, 2013 as indicated by a notation made by the Receptionist (i.e., the Receptionist will document the official arrival time of all proposals).
9.1.6. Late proposals will not be considered; the Responder will be notified and the proposal will be returned unopened.
9.1.7. Fax and e-mail proposals will not be considered.
9.1.8. MDH will accept corrections/additions/changes to proposals until the submission deadline. Corrections/additions/changes must be submitted via mail by an authorized representative of the firm.
9.1.9. All costs incurred in responding to this RFP will be borne by the Responder.
9.1.10. Responders are encouraged to propose additional tasks or activities if they will substantially improve the results of the project. These items should be clearly identified as additional tasks and should be separated from the required items in the pricing proposal.
9.1.11. MDH will not evaluate, nor does it wish to receive, marketing materials (including, but not limited to, glossy brochures or pamphlets, promotional items, etc.) with proposals.
9.1.12. Responders are encouraged to structure their proposal so that each of the RFP itemized requirements precedes the responder’s individual responses. Responders are strongly discouraged from referring evaluators to other sections of their proposal to find the response to a particular RFP provision. Poorly organized and poorly prepared proposals may result in reduced subjective consideration being given.

9.1.13. Be clear, concise and include sufficient detail for effective evaluation and for substantiating the validity of stated assertions. Extraneous, repetitious, or wordy submissions are not desired and could result in lower ratings.

9.2. Technical Response Requirements
Responders must submit the following information:

9.2.1. **Title Page**
9.2.1.1. The title page should include the title of this RFP, the Responder’s name, address, telephone number, fax number, and contact person. The Responder’s website and the contact person’s email address should also be included, if available.

9.2.2. **Transmittal Letter**
9.2.2.1. The transmittal letter must be a formal letter from the Responder in standard business format. The transmittal letter must be brief, be signed by the person authorized to contractually obligate the firm, and identify all materials and attachments included in the technical proposal (management and technical sections) and the pricing proposal (pricing information must NOT be included in the transmittal letter). The transmittal letter must:

- Identify the submitting organization and any subcontractors that are to perform services under the contract
- Identify the name and title of the person authorized to contractually obligate the organization
- Include a statement that certifies that all costs are in US dollars
- Include a statement indicating that all costs quoted in the cost proposal will be in effect for at least nine (9) months after the Proposal Submission Deadline, or until the contract is fully executed
- Identify the name, title, and telephone number of the contact person
- Explicitly state acceptance of the terms and conditions stated in the RFP (Section
- Be signed by the person authorized to contractually obligate the organization
- Acknowledge receipt of every amendment to this RFP

9.2.3. **Table of Contents**
9.2.3.1. A table of contents must be provided. The table of contents must include a list of attachments/appendices.

9.2.4. **Executive Summary**
9.2.4.1. Responders should include an executive summary that provides a high-level overview of the management and technical components of the proposal. Include a statement of the objectives and goals to show or demonstrate the Responder's view and understanding of the nature of the contract.
9.2.4.2. The executive summary must describe the approach for accomplishing each key function (System Operations and Maintenance, Help Desk Services, Hardware Support, and Software Modifications) and be written in a format that allows evaluators without an in-depth technical background to understand the approach. The executive summary should be no longer than five (5) pages.

9.2.5. **Minimum Staff Requirements and Qualifications**
9.2.5.1. All staff requirements listed below must be completed for the prime Responder, as well as any subcontractors that will perform work under this contract. Prime Responders and subcontractor
staff qualifications should be described separately, ensuring MDH understands which staff qualifications/skill sets belong to each organization.

9.2.5.2. **Key Personnel and Resumés**

<table>
<thead>
<tr>
<th>Position</th>
<th>Role</th>
<th>Minimum Required Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director</td>
<td>• Senior point of contact with MDH.</td>
<td>• 2 years of Project Directorship experience</td>
</tr>
<tr>
<td></td>
<td>• Provide overall direction and advice to the project.</td>
<td>• 2 years of experience providing operations support and/or developing system enhancements</td>
</tr>
<tr>
<td></td>
<td>• Ensure compliance with all contract specifications and requirements.</td>
<td></td>
</tr>
<tr>
<td>Project Manager/ Liaison</td>
<td>• Primary point of contact with MDH.</td>
<td>• 2 years of Project Management experience</td>
</tr>
<tr>
<td></td>
<td>• Ensure delivery of deliverables and adequate performance of contract activities.</td>
<td>• 2 years of experience providing operations support and/or developing system enhancements</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 2 years of Quality Assurance experience</td>
</tr>
<tr>
<td>Quality Assurance Lead</td>
<td>• Ensure all contract deliverables achieve MDH’s quality and performance expectations</td>
<td></td>
</tr>
<tr>
<td>Developers/DBAs/ Analysts (Indicate 1 technical lead)</td>
<td>• Daily operation of the system</td>
<td>• 2 years of experience providing operations support and/or developing system enhancements</td>
</tr>
<tr>
<td></td>
<td>• Design and development of enhancements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Conduct testing on all enhancements prior to release</td>
<td></td>
</tr>
<tr>
<td>Technical Writer</td>
<td>• Development of scope documents and update of System documentation, including design documents and on-line help</td>
<td>• 2 years of technical writing experience</td>
</tr>
</tbody>
</table>
Help Desk Liaison
- Primary contact for help desk issues
- Lead help desk support team
- Ensure reports are provided to MDH
- Ensure calls are resolved in a reasonable timeframe
- 2 years of help desk support experience

Hardware Support Liaison
- Primary contact for hardware support issues
- Lead hardware support team
- Ensure reports are provided to MDH
- 2 years of hardware support experience

- Resumés must be included for all proposed staff. Resumés must include all relevant project experience (include period of performance), relevant education and training, and a professional summary. Resumes or other information about project personnel should not, if possible, contain personal telephone numbers, home addresses or home email addresses. If it is necessary to include personal contact information, please clearly indicate in the proposal that personal contact information is being provided.
- Brief narrative descriptions of the qualifications of key staff must be included in the body of the proposal. Full resumés for each proposed project team member should be included in an appendix.
- Responders should include an organizational chart that indicates the names and titles of key project team personnel. One organization chart for the entire project team (prime and subcontractors) is acceptable.
- Any changes by the successful Responder to the proposed project team personnel must be approved by MDH. Substituted staff must be approved by MDH, have comparable experience to proposed staff, and must provide resumés.
- Responders must indicate the percent time that key project team personnel will be assigned to the Minnesota project as well as percent time assigned to any concurrent projects.

9.2.5.3. Project Team Skills Matrix
Responders should include a skills matrix that highlights the skills of key personnel. Key skills may include (but are not limited to) WIC experience, ability to solve problems and work closely with State staff, system operations, system enhancements, help desk services and hardware support.

9.2.6. Corporate Qualifications
9.2.6.1. All corporate requirements listed below must be completed for the prime Responder, as well as any subcontractors that will perform work under this contract. Prime Responders and subcontractor qualifications should be described separately, ensuring MDH understands which qualifications, project descriptions, and references belong to each organization.
9.2.6.2. Corporate Experience
- Responders should submit a corporate overview that includes corporate history, as well as services provided by that organization.
- Responders must provide three (3) narrative descriptions of recent similar or relevant projects. Project descriptions must include the client’s name, period of performance, contract amount, and description of services provided. Project descriptions should demonstrate the Responder’s knowledge and understanding of the WIC Program. If the Responder wishes to present more than three (3) project descriptions, additional project descriptions should be submitted in an appendix.
• It is strongly recommended that Responders meet all of the following criteria:
  o Minimum of five (5) years’ experience working with the WIC Program.
  o Minimum of five (5) years of web-based application experience.
  o Minimum of three (3) years SQL Server 2000 and 2005 experience
  o Minimum three to five years of .NET Smart Client Technology including WinForms
  o Experience setting up and integrating application, domain/active directory, web, and MS-
    SQL servers.
  o Knowledge and experience in meeting accessibility standards.

9.2.6.3. **Corporate Experience Matrix**
- Responders should provide a matrix that depicts the projects on which tasks similar to those
  outlined in the RFP have been performed. Key tasks that could appear on the matrix include (but
  are not limited to) System Operations and Maintenance, Help Desk Services, Hardware Support,
  and Software Modifications.

9.2.6.4. **Corporate Financial Stability and Service Organization Controls**
- The Responder must provide appropriate proof of financial resources and stability as evidence
  of the Responder’s capability to provide timely and uninterrupted services. The proof documents
  could include, but are not limited to, corporate annual reports and financial statements. The
  successful Responder must supply a statement of corporate financial resources. The selection
  committee must be convinced of the stability of any Responder who qualifies for these services
  as well as any subcontractor that may be utilized. The responder should also provide a copy of a
  recent SOC1 report, if available, in response to this proposal.
- Prior to contract award the highest scoring Responder, if requested by MDH, must furnish
  additional information regarding its financial resources and organization within five (5) working
  days. The successful Responder must furnish all such information for this purpose as MDH may
  request. MDH reserves the right to reject the proposal where the available data do not satisfy
  MDH that the successful Responder is qualified to carry out the terms and conditions and all
  other requirements of this RFP.

9.2.6.5. **References**
- Responders must include four (4) corporate references from similar projects. References should
  include name, title, project name, address, email address, telephone number, and fax number.
- Responders must provide references for each WIC Client that the successful Responder has had
  in the last five (5) years. References must include the client’s name, title, project name, project
  name, address, email address, telephone number, fax number, and description of services
  provided.
- The State reserves the right to contact secondary references, i.e., others that have worked with
  the Responder besides those that the Responder has identified.

9.2.6.6. **Subcontractor Requirements**
- Subcontractors are subject to the same staff and corporate qualifications requirements as the
  prime Responder and are the responsibility of the prime Responder.
- A signed copy of the agreement (e.g., intent to partner or other document between the
  Responder and the subcontractor to perform under the contract resulting from this RFP) must be
  included with the proposal.
- The technical proposal must clearly indicate which functions the subcontractor will perform.
- The planned use and general responsibilities of all subcontractors must be clearly explained in
  the proposal, including type of service or goods to be provided. The accurate assignment of
  responsibility is of prime concern to the State of Minnesota. Similar information as required of
  the Responder must also be provided for all subcontractors. For purposes of this RFP,
  subcontracting does not include equipment or facilities which are leased and under exclusive
control of the successful Responder. If the successful Responder becomes the Contractor, then
the successful Responder must obtain MDH’s prior written approval for any subcontractors
added or changed after the Responder’s proposal was submitted.

• Also see the e-verify requirements for subcontractors in the General Requirements section

9.3. Technical specifications: System Operations and Maintenance, Help Desk Services, Hardware
Support and Software Modifications

9.3.1. Responders should provide their approach to the technical specifications outlined in this RFP
(Section B.4 – B.7). Responders should reference specific sections and requirement numbers, indicate
whether the Responder will comply with the requirement, and describe the approach or methodology the
Responder will use.
9.3.2. In presenting the approach, Responders shall present a detailed plan describing services they are
offering to perform and their capabilities to perform these services. The approach should not merely
restate the RFP requirements, but shall clearly explain how the requirements will be met.
9.3.3. Responder shall provide information on the geographic state(s) and country/countries where the
services will be physically performed.

9.4. Preliminary Work Plans

9.4.1. Preliminary work plans must be submitted with the proposal
9.4.2. The Plans are listed in the table below. Please respond to the work plans in their respective
sections. Responders will be required to submit one (1) original, eight (8) hard copies and one (1)
electronic copy of each preliminary work plan.
9.4.3. The successful Responder shall provide the final work plans to the State no later than three (3)
months after contract execution. The State anticipates ongoing updates to be made to the final plans
throughout the life of the contract.

<table>
<thead>
<tr>
<th>Work Plans</th>
<th>Description/Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Communication and Coordination Plan</td>
<td>Section B.3.2.1</td>
</tr>
<tr>
<td>Transition Plan</td>
<td>Section B.3.3.1</td>
</tr>
<tr>
<td>Security and Data Privacy Plan</td>
<td>Section B.4.6.3</td>
</tr>
<tr>
<td>Disaster Recovery Plan</td>
<td>Section B.4.6.4</td>
</tr>
<tr>
<td>Hardware Plan</td>
<td>Section B.5.5.1</td>
</tr>
<tr>
<td>Help Desk Plan</td>
<td>Section B.6.5.1</td>
</tr>
<tr>
<td>Software Modifications and Testing Plan</td>
<td>Section B.7.8.1</td>
</tr>
<tr>
<td>Change Control and Release Plan</td>
<td>Section B.7.8.2</td>
</tr>
</tbody>
</table>

9.5. Required Forms

9.5.1. Proposals must contain the following forms completed and signed, in ink, by a person authorized
to complete the form. The required forms of this RFP are found as Attachments A – E.
9.5.2. Submit the following forms:
   9.5.2.1. Affidavit of Non-Collusion
   9.5.2.2. Affirmative Action Certification (if proposal exceeds $100,000, including extension options)
   9.5.2.3. Certificate Regarding Lobbying (if proposal exceeds $100,000, including extension options)
   9.5.2.4. VPAT – Section 508
   9.5.2.5. VPAT – WCAG 2.2 AA
   9.5.3. Refer also to the General Requirements section for additional proposal requirements.

9.6. Cost Proposal

9.6.1. Technical proposal costs should be based on a two (2) year initial contract. Costs for the potential contract extensions should be provided in separate cost tables; costs for contract extensions will be included in the cost proposal evaluation. The State will have the option to continue any or all of the components included in this RFP after the initial contract period, but the State is not obligated to extend the contract for any of the four components (System Operations and Maintenance, Help Desk Services, Hardware Support and Software Modifications)

9.6.2. Costs for operating the System shall include all costs associated with operating the System and to be billed on a monthly basis for the term of the contract.

9.6.3. For purposes of completing the pricing proposal, responders should understand that the State does not make regular payments based upon passage of time; it only pays for services performed or work delivered after it is accomplished. All charges must be included in the pricing proposal. The proposal, including the pricing proposal, must be valid for at least nine (9) months after the Proposal Submission Deadline, or until the contract is fully executed.

9.6.4. The following sections indicate the breakdown of items that should be included in the Pricing Proposal. Responders must use the following table formats. Initial contract period refers to the first two years of the contract beginning on the date the contract is fully signed. Extended contract period applies to the possible three one-year contract extensions after the initial contract period.

9.6.4.1. System Operations and Maintenance Pricing Tables
   • The tables indicate the pricing for requirements defined in Section B.4 for the ongoing operations and maintenance of the system. The costs should reflect the ongoing operations and maintenance. Please detail costs included in the fixed monthly fee (i.e., percent staff time).

<table>
<thead>
<tr>
<th>Schedule 1 System Operations: Initial Contract Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Cost</td>
</tr>
<tr>
<td>Operations and Maintenance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Schedule 2 System Operations: Extended Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Cost</td>
</tr>
<tr>
<td>Operation and Maintenance</td>
</tr>
</tbody>
</table>

• Schedules 3 and 4 (the hourly rates tables) will be the hourly rates on which prices for development and quality assurance efforts for system software modifications, or activities that are not included in the fixed, monthly fee will be based. Any payments based on hourly rates will be negotiated with the State when the scope or activity has been defined through a Change Order.

<table>
<thead>
<tr>
<th>Schedule 3 Hourly Rates: Initial Contract Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Staff</td>
</tr>
</tbody>
</table>


### Schedule 4

**Hourly Rates: Extended Contract Period**

<table>
<thead>
<tr>
<th>Type of Staff</th>
<th>Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director</td>
<td>Included in fixed costs</td>
<td></td>
</tr>
<tr>
<td>Project Manager/ Liaison</td>
<td>Included in fixed costs</td>
<td></td>
</tr>
<tr>
<td>Database Administrator</td>
<td>Included in fixed costs</td>
<td></td>
</tr>
<tr>
<td>Quality Assurance Lead</td>
<td>$x 100 hours = *</td>
<td></td>
</tr>
<tr>
<td>Developer/Analyst</td>
<td>$x 100 hours = *</td>
<td></td>
</tr>
<tr>
<td>Technical Writer</td>
<td>$x 100 hours = *</td>
<td></td>
</tr>
<tr>
<td>Help Desk Liaison</td>
<td>Included in fixed costs</td>
<td></td>
</tr>
<tr>
<td>Hardware Support Liaison</td>
<td>Included in fixed costs</td>
<td></td>
</tr>
<tr>
<td>Other (identify):</td>
<td>$x 100 hours = *</td>
<td></td>
</tr>
</tbody>
</table>

9.6.4.2. Hardware Support Pricing Tables

- The Hardware Support table indicates the pricing for requirements defined in Section B.5.

### Schedule 5

**Hardware Support: Initial Contract Period**

<table>
<thead>
<tr>
<th>Type of Cost</th>
<th>Cost</th>
<th>Estimated Cost Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Workstation Imaging and Configuration</td>
<td>Hourly Rate</td>
<td></td>
</tr>
<tr>
<td>Inventory Management</td>
<td>Hourly Rate</td>
<td></td>
</tr>
</tbody>
</table>
### Shipping Preparation and Receiving
- **Hourly Rate**

### Troubleshooting
- **Hourly Rate**

### Image Maintenance (Client and Smart-Client)
- **Hourly Rate**

### Non-Warranty Repairs (also includes contractor costs not covered by warranty repair)
- **Hourly Rate**

### Total

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Schedule 6
**Hardware Support: Extended Contract Period**

<table>
<thead>
<tr>
<th></th>
<th>Type of Cost</th>
<th>Cost</th>
<th>Estimated Cost Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Workstation Imaging and Configuration</td>
<td>Hourly Rate</td>
<td></td>
<td>NA</td>
</tr>
<tr>
<td>Inventory Management</td>
<td>Hourly Rate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shipping Preparation and Receiving</td>
<td>Hourly Rate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Troubleshooting</td>
<td>Hourly Rate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Image Maintenance (Client and Smart-Client)</td>
<td>Hourly Rate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Warranty Repairs (also includes contractor costs not covered by warranty repair)</td>
<td>Hourly Rate</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9.6.4.3. Help Desk Pricing Tables
- The Help Desk table indicates the pricing for requirements defined in Section B.6.
### Schedule 7
**Help Desk Services: Initial Contract Period**

<table>
<thead>
<tr>
<th>Help Desk Operations</th>
<th>Type of Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Maintaining telephone (including voicemail) and email connections</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Help desk services during standard hours</td>
<td>Fixed, monthly</td>
<td></td>
</tr>
<tr>
<td>• Status Calls</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• All calls (urgent and non-urgent) during standard or extended hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Extended hour on-call service</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Include prices for all call levels described in proposal*

### Schedule 8
**Help Desk Services: Extended Contract Period**

<table>
<thead>
<tr>
<th>Help Desk Operations</th>
<th>Type of Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Maintaining telephone (including voicemail) and email connections</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Help desk services during standard hours</td>
<td>Fixed, monthly</td>
<td></td>
</tr>
<tr>
<td>• Status Calls</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• All calls (urgent and non-urgent) during standard or extended hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Extended hour on-call service</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Include prices for all call levels described in proposal*

9.6.4.4. The successful Responder is responsible for any costs associated with travel throughout the life of the contract and will not be reimbursed by the State.

## 10. Evaluation

### 10.1. Overview of Evaluation of Responses

10.1.1. Evaluation and selection of a Contractor will be based on the information submitted in the proposals, references and required clarifications. Complete and accurate responses to all items in this
10.1.2. Proposals will be evaluated on “best value” as specified below.

10.2. Evaluation Criteria and Scoring Table

10.2.1. An Evaluation team comprised of Minnesota State staff from key functional, technical, and administrative areas will evaluate all proposals received by the deadline. A 1000-point scale will be used to create the final evaluation recommendation. A minimum total score of 430 points is required for items 1 – 7 out of a possible 580 points. Proposals not meeting this minimum technical score will not be considered further. The factors and weighting on which proposals will be judged are included in the following table:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Points</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications/Experience of personnel working on the project</td>
<td></td>
<td>30%</td>
</tr>
<tr>
<td>1. Staff Qualifications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>· Key Project Team Personnel and Resumes</td>
<td>150</td>
<td></td>
</tr>
<tr>
<td>· Project Team Skills Matrix</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Corporate Qualifications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>· Corporate Experience (including WIC experience)</td>
<td>150</td>
<td></td>
</tr>
<tr>
<td>· Corporate Experience Matrix</td>
<td></td>
<td></td>
</tr>
<tr>
<td>· Corporate Financial Stability and Service Organization Controls</td>
<td></td>
<td></td>
</tr>
<tr>
<td>· References</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tasks, Deliverables and Work Plans</td>
<td></td>
<td>28%</td>
</tr>
<tr>
<td>3. System Operations and Maintenance</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>4. Hardware Support</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>5. Help Desk Services</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>6. Software Modifications</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>7. General Project Deliverables</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>8. Pricing</td>
<td>300</td>
<td>30%</td>
</tr>
<tr>
<td>9. Extent to which services will be performed within the US or by a</td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>World Trade Organization (WTO) country company within its own borders</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>10. Accessibility Standards</td>
<td>20</td>
<td>2%</td>
</tr>
<tr>
<td>Total Points</td>
<td>1000</td>
<td>100%</td>
</tr>
</tbody>
</table>

10.3. Pricing Evaluation

10.3.1. The pricing Score will be based on the total price (technical approach).
10.3.2. The pricing score will be determined based on the following formula:

\[
\text{score} = \left( \frac{\text{Lowest Price Acceptable Bid}}{\text{Responder’s points}} \right) \times 300
\]
10.4. General Contract Negotiation and Award Process

10.4.1. The General Contract Negotiation and Award process will follow State of Minnesota standard practices. The State reserves the right to negotiate the “Best and Final” offer.
Section D: General Requirements and Terms and Conditions

11. General Requirements and Terms and Conditions

11.1. General Requirements and Terms and Conditions

**Affidavit of Non-Collusion**
Each responder must complete Attachment A: Affidavit of Non-Collusion and include it with the response.

**Accessibility**
Each responder must complete the VPATs contained in Attachment D and Attachment E, and include it with their response. The response must contain adequate information to evaluate responsiveness to the accessibility standards.

**Conflicts of Interest**
Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

**Proposal Contents**
By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.

**Disposition of Responses**
All materials submitted in response to this RFP will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

- Clearly mark all trade secret materials in its response at the time the response is submitted,
- Include a statement with its response justifying the trade secret designation for each item, and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State’s award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.
Contingency Fees Prohibited
Pursuant to Minnesota Statutes Section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

Sample Contract
You should be aware of the State’s standard contract terms and conditions in preparing your response. A sample State of Minnesota Professional/Technical Services Contract is attached for your reference; see Appendix E: Sample Contract Draft. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Reimbursements
The successful Responder will not be reimbursed for travel or any subsistence expenses. The successful Responder is responsible for any costs associated with travel throughout the life of the contract and any amendments.

Organizational Conflicts of Interest
The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor’s objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration’s Materials Management Division (“MMD”) which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract with no early termination penalties. In the event the Responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve the State’s rights.

Nonvisual Access Standards
Nonvisual access standards require:

1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
4) That the nonvisual access technology must have the capability of providing equivalent access by
nonvisual means to telecommunications or other interconnected network services used by persons who are
not blind or visually impaired.

**Human Rights Requirements**

For all contracts estimated to be in excess of $100,000, responders are required to complete Attachment B:
Affirmative Action Data page and return it with the response. As required by Minnesota Rule 5000.3600, “It
is hereby agreed between the parties that Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 -
5000.3600 are incorporated into any contract between these parties based upon this specification or any
modification of it. A copy of Minnesota Statute § 363A.36 and Minnesota Rules, parts 5000.3400 -
5000.3600 are available upon request from the contracting agency.”

Additional FNS Required Federal Provision:
The successful Responder certifies and warrants that it shall comply with Federal statutes, including the
following provision:
 Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375,
and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order
prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over
$10,000 in Government business in one year from discriminating in employment decisions on the basis of
race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to
take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

**Certification Regarding Lobbying**

Federal money will be used or may potentially be used to pay for all or part of the work under the contract,
therefore each responder must complete Attachment C: Certification Regarding Lobbying and submit it as
part of its proposal.

Additional FNS Required Federal Provision:
The successful Responder certifies and warrants that it shall comply with Federal statutes, including the
following provision:
The Anti-Lobbying Act: This Act prohibits the recipients of federal contracts, grants, and loans from
using appropriated funds for lobbying the Executive or Legislative Branches of the federal government
in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S.
Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement
over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned,
to any person for influencing or attempting to influence an officer or employee of any agency, a
member of Congress, an officer or employee of Congress, or an employee of a member of
Congress in connection with the making of any federal grant, the entering into of any cooperative
agreement, and the extension, continuation, renewal, amendment, or modification of any federal
grant or cooperative agreement;

2. If any funds other than federal appropriated funds have been paid or will be paid to any person
for influencing or attempting to influence an officer or employee of any agency, a member of
Congress, an officer or employee of Congress, or an employee of a member of Congress in
connection with this federal grant or cooperative agreement, the undersigned shall complete and
submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its
instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.
Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore Each responder must certify the following, as required by the regulations implementing Executive Order 12549.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions
Instructions for Certification
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Additional FNS Required Federal Provision:
The successful Responder certifies and warrants that it shall comply with Federal statutes, including the following provision:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.

a. The Responder certifies that it and its principals:
   (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   (2) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
   (3) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Insurance Requirements
A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.
B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

1. **Workers’ Compensation Insurance:** Except as provided below, Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the
statutory requirements of the State of Minnesota, including Coverage B, Employer’s Liability. Insurance minimum limits are as follows:

- $100,000 – Bodily Injury by Disease per employee
- $500,000 – Bodily Injury by Disease aggregate
- $100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts Contractor from Workers’ Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers’ Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers’ Compensation, the Contractor must comply with the Workers’ Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

2. **Commercial General Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

- $2,000,000 – per occurrence
- $2,000,000 – annual aggregate
- $2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; please list__________________________________
- State of Minnesota named as an Additional Insured

3. **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

- $2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

- Owned, Hired, and Non-owned Automobile
- State of Minnesota named as an Additional Insured
4. **Professional/Technical, Errors and Omissions, including Network Security and Privacy Liability (or equivalent Network Security and Privacy Liability coverage endorsed on another form of liability coverage or written as a standalone policy):**

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor’s professional services required under the contract.

Contractor is required to carry the following **minimum** limits:

- $2,000,000 – per claim or event
- $2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed $50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

**Additional Insurance Conditions:**

- Contractor’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor’s performance under this contract

- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;

- Contractor is responsible for payment of Contract related insurance premiums and deductibles;

- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;

- Contractor’s policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;

- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
• An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor’s policy limits to satisfy the full policy limits required by the Contract.

C. The State reserves the right to immediately terminate the contract with no early termination penalties if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State’s authorized representative upon written request.

D. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.

E-Verify Certification (In accordance with Minn. Stat. §16C.075)
By submission of a proposal for services in excess of $50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. In the event of contract award, Contractor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

State Reserves Right to Cancel
This request for proposal does not obligate the state to award a contract or complete the project, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. Funding of this contract is subject to the availability of federal funds.

Access and Use
The State and FNS reserve royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use for federal government purposes, the copyright in any software and associated documentation which is developed under the resulting contract.

The successful Responder must assure FNS access to the system during design, development, and operation and to pertinent cost records of contractors and sub-contractors as FNS considers necessary.

The State will conduct routine monitoring of the successful Responder to ensure quality and performance standards are being met. Monitoring may include, but is not limited to, end user surveys and/or interviews.

Additional FNS Required Federal Provisions
The successful Responder certifies and warrants that it shall comply with Federal statutes, including the following provisions:

The Clean Air Act, Section 306
a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

The Clean Water Act

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation’s water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. (1) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

(2) In paragraph (1), the term “commercial item” has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Americans with Disabilities Act
This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

**Drug Free Workplace Statement**

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

4. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.

5. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

6. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.

7. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the Minnesota Department of Health WIC Program that abuse of this drug will also not be tolerated in the workplace.

8. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

**11.2. Invoicing and Payments**

- **Contract Payments- Operations and Maintenance**
  The State expects deliverables/services related to the ongoing operation and maintenance of the System and its components to be invoiced on a fixed, monthly basis. Responders should propose a fixed monthly fee in their pricing proposal. Refer to Section 4.4 Operations and Maintenance Performance Standards for any fiscal penalties that may apply.

- **Contract Payments- Hardware Support Services**
  Hardware support will be invoiced to the State on a monthly basis based on actual activities. Refer to Section 5.3 Hardware Support Performance Standards for any fiscal penalties that may apply.

- **Contract Payments- Help Desk Services**
  The help desk shall invoice the State on a monthly basis. The invoice shall be based on a fixed, monthly fee. Refer to Section 6.3 Help Desk Services Performance Standards for any fiscal penalties that may apply.

- **Contract Payments- Software Modifications**
  The State expects the software modifications to be paid based on a fixed price or time and materials basis. Pricing will be based on hourly rates submitted with the response to this RFP. Costs will be negotiated after the Change Order has been defined and work hours can be estimated. In the event the fixed price amount exceeds the actual cost of time and material, the State will be charged the lesser amount. The sample Change Control and Release Plan may be found in Appendix I. Refer to Section 7.9 Software Modifications Performance Standards for any fiscal penalties that may apply.

- **Contract Payments – Contract Deliverables**
  Specific deliverables as described in section B.3 are required to be submitted by the successful responder within the first three (3) months of the contract period. If one or more of these deliverables are not
submitted by the deadline, the successful responder will credit the State 10% of the fixed monthly System Operations fee for each month the said deliverable is late.

- Federal, state, and local taxes shall be paid by the successful Responder

**Previous Contract Performance/Default**

If the Responder, or any subcontractor, has had any contract terminated for default during the past five (5) years, all such instances must be stated in the proposal. Termination for default is defined as notice to stop performance delivery due to the Responder’s nonperformance or poor performance and the issue was either not litigated or litigated and such litigation determined the bidder to be partially or wholly at fault.

Responders must submit full details for all terminations for default experienced within the past five years. Details include the other party’s name, address, telephone number, and the Responder’s position on the matter. MDH will evaluate the facts and, at its sole discretion, reject the Responder’s proposal if the facts indicate that the contract resulting from this RFP may be jeopardized by the selection of the Responder.

**If no such terminations for default have occurred within the past five years, so declare.**

If at any time during the past five (5) years a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason, which terminated the contract prior to completion of all obligations under the initial contract provisions, describe fully all such terminations and include the name, address, and telephone number of the other party, as well as the circumstances surrounding the termination.

**Copeland “Anti-kickback” Act**

The successful Responder certifies and warrants that it shall comply with Federal statutes, including the Copeland “Anti-kickback” Act (18 USC 874), as supplemented in Department of Labor Regulations (29 CFR, part 3).