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Attachment B – MSS Operations Plan

A. Operations Plan Response Instructions

Bidders shall read all sections of this attachment and shall prepare their response to MSS Operations Plan for inclusion with their proposal regarding the NSP MSS RFP, for their proposed system solution.

The Operations Plan goes into effect upon signed acceptance of the MSS by NSP.

1. Specifications, Standards, and Guides

The documents identified in this section comprise the specifications, standards, and guides serving as the core reference materials for the NSP MSS solution. Additionally, the table below outlines the federal standards and policies with which the new MSS solution shall be compliant. The contractor shall clearly indicate, for each policy and standard, its current compliance status and plans for future plans for compliance.

Table 1: Federal Policies and Standards

Reference	Standard/Policy
1	Federal Bureau of Investigation (FBI) Electronic Biometric Transmission Specification, v11.0 (or current version)
2	National Information Exchange Model (NIEM), v5.0 (or current version)
3	National Crime Information Center (NCIC) 2000 Standards
4	FBI Criminal Justice Information Services (CJIS) Security Policy, v5.9 (or current version)

Additional standards and policies that shall be adhered to are included in Attachment C – Technical Requirements.

B. System Operation Tasks and Deliverables

This section of the Plan, together with APPENDIX A – Project Deliverables, provides a detailed description of the work to be performed by the contractor throughout the operational and support phase of the MSS Modernization Project.

1. Task 1 – Scope of Services

The contractor shall provide a defined suite of maintenance and support services to NSP that will satisfy the requirements of this Plan and the MSS and HF technical requirements specifications, as identified in the RFP.

The contractor shall provide for the state’s Primary Site and Continuity of Operations (COOP) Site a suite of services that will satisfy the Service Level Requirements (SLRs) based on the Service Level Plan (SLP) developed by the contractor. The contractor shall provide all facilities, equipment, software, and personnel required to deliver the services identified in this section and to satisfy the SLRs for the state’s Primary Site and COOP Site.

- i. Subtask 1.1 – Message Switch Management**
The contractor shall maintain access to a solution that provides reliable information sharing between law enforcement and criminal justice agencies, supports the interfaces between the numerous information systems, and meets federal and state criminal justice standards.

 - 1. Deliverable 1.1 – Message Switch Management**
The contractor shall provide the following deliverable(s) for this component of the Plan:

 - a) DEL-33: Service Level Plan (SLP).

- ii. Subtask 1.2 – Hot Files Management**
The contractor shall maintain access to a solution that manages access to NCIC records of wanted and missing people and items, allows for the management of these files at the state and federal level, and supports NCIC transaction and record types.

 - 1. Deliverable 1.2 – Hot Files Management**
The contractor shall provide the following deliverable(s) for this component of the Plan:

 - a) DEL-33: Service Level Plan (SLP).

- iii. Subtask 1.3 – National and International Interfaces**
The contractor shall maintain Interfaces with state and national services through the wide area network (WAN) using FBI-conformant transactions and international transactions via the CJIS gateway.

 - 1. Deliverable 1.3 – National and International Interfaces**
The contractor shall provide the following deliverable(s) for this component of the Plan:

 - a) DEL-33: SLP.

- iv. Subtask 1.4 – State System Interfaces**
The contractor shall maintain interfaces with all requisite data repositories and systems and with networks that, in turn, connect to other criminal justice systems using the FBI standards. These interfaces, required for the successful implementation of the system during Phase 1 of this Plan, are documented in the Current State Analysis.

 - 1. Deliverable 1.4 – State System Interfaces**
The contractor shall provide the following deliverable(s) for this component of the Plan:

 - a) DEL-33: SLP.

v. **Subtask 1.5 – Report Generation**

The contractor shall maintain access to authorized state staff, FBI auditors, and other authorized personnel to inspect the repository (either physically or electronically through online services or other means), the log of transactions, performance rates, and user-level access history in order to allow the state to generate predefined (canned) reports as well as ad hoc reports.

1. **Deliverable 1.5 – Report Generation**

The contractor shall provide the following deliverable(s) for this component of the Plan:

- a) DEL-33: SLP.

2. **Task 2 – Support Services**

During the System Operation Phase of the contract, as part of system maintenance, the contractor shall support the operation of the system (Support Services), as further provided below.

vi. **Subtask 2.1 – Scope of Support**

The contractor shall develop, document, and implement comprehensive procedures for the management of data, documentation, and state property (equipment, hardware (if any), and software that belongs to the state).

1. **Deliverable 2.1 – Scope of Support**

The contractor shall provide, in accordance with Subtask 2.1, the following deliverable:

- a) DEL-33: SLP.

vii. **Subtask 2.2 – Customer Support**

As part of its Support Services, the contractor shall provide operational support for the solution 24 hours per day, 7 days per week (24/7; Support Hours), which shall include without limitation providing a point of contact for all system problems by maintaining a system for customer support (Customer Support). Such operational support shall include Support Services to correct any failure of the solution and to remedy deficiencies in accordance with Task 5 – Correction of Deficiencies of the Plan, to ensure that the solution operates in accordance with the specifications, including system requirements, warranties, and other requirements under the contract. Requests for Customer Support will be submitted by the state's technical support via telephone and/or the contractor's Web-based trouble ticketing system. In the event that the contractor's Web-based trouble ticketing system is not available, the state may use e-mail or any other reasonable means to request Customer Support.

In addition to the requirements specified in the System Requirements Specifications, the contractor's Customer Support SLRs shall also include, but not be limited to, the following:

- a) State-designated staff shall have access to the contractor's Customer Support through the Web-based trouble ticketing system or by telephone. The trouble ticketing system shall provide for the state a simple method to submit, track, and update issues that require escalation to the contractor's Customer Support. The authorized state contacts will each receive an account and training on the ticketing system.
- b) The contractor shall provide a telephone number for state staff to call during Support Hours. This telephone number shall be managed by an automated system to quickly connect state staff with the appropriate Customer Support personnel.
- c) The contractor's automated system shall include the functionality of leaving detailed voice mails describing the issues. The voice mails shall be responded to within 4 to 8 hours (excluding weekends and holidays).
- d) Priority levels for the deficiencies shall be assigned according to definitions specified in Subtask 5.2 – Deficiency Priority Levels, and RFP Terms and Conditions, as applicable.
- e) The contractor shall respond within the period specified in Subtask 5.2 – Deficiency Priority Levels, depending on the priority level of the deficiency.
- f) The contractor's Customer Support shall be available to the state during Support Hours on a 24/7 basis.
- g) The contractor's Customer Support shall work with state's project manager and state's technical support staff on correcting deficiencies and keep such state personnel informed regarding the updates and scheduled time frames to ensure that all maintenance windows are clearly communicated, and the requirements of this Plan are met.

Deficiency correction, time frames, and service credits for failure to timely correct any deficiencies as specified herein shall be as specified in Task 5 – Correction of Deficiencies.

1. Deliverable 2.2 – Customer Support

The contractor shall provide the following deliverable(s) for this component of the Plan:

- a) DEL-33: SLP.

viii. Subtask 2.3 – Service Level Performance

The contractor shall ensure that, during the term of the contract, the MSS and HF shall provide at least 99.8 percent availability for all services, measured monthly, and in accordance with the terms of the contract, including all SLRs set forth herein.

1. Deliverable 2.3 – Service Level Performance

The contractor shall provide the following deliverable(s) for this component of the Plan:

- a) DEL-33: SLP.

ix. Subtask 2.4 – Training

The contractor, in cooperation with the state, will develop training plan(s) and materials and will conduct those ongoing training activities identified as contractor responsibilities (DEL-17) of the System Implementation Phase of this Plan.

1. Deliverable 2.4 – Training Plan

The contractor shall provide the following deliverable(s) for this component of the Plan:

- a) DEL-17: Training Plan.

3. Task 3 – Program Management

The contractor shall document management organization, roles and responsibilities, resources, processes, and other pertinent management information in a Project Management Plan (DEL-01), and maintain that plan current throughout the System Operation Phase of the contract.

The subsections that follow describe the required program management functions to be performed by the contractor throughout the System Operation Phase of the contract.

x. Subtask 3.1 – Program Organization

The contractor shall establish a formal contractor Project Management Office (PMO) responsible for executing the total effort required under the contract. To the satisfaction of the state, a clear line of program authority shall exist among all organizational elements, including subcontractors. Roles, responsibilities, authority structures, and reporting requirements shall be established for each organizational element.

The contractor shall appoint a contractor's project manager or Program Project Manager (PPM), who shall be responsible for accomplishing all tasks to be performed under the contract. The PPM shall be responsible for the contractor's technical, cost, and schedule performance. The PPM shall have full authority over all contractor program activities and resources. The PPM shall be the principal interface between the program and contractor's corporate organization, between the program and its associated contractors, and between the contractor and the state for all matters relating to the contract. The PPM, or designee, shall be available to state management on a 24/7 basis.

1. Deliverable 3.1 – Program Organization

The contractor shall provide the following deliverable(s) for this component of the Plan:

- a) DEL-01: Project Management Plan.

xi. Subtask 3.2 – Management and Technical Reporting and Reviews

The contractor shall conduct management and technical reviews and provide management and technical reports throughout the System

Operation Phase of the contract. The contractor is cautioned that the content of reviews shall be limited to that which is sufficient to establish the adequacy of the products and services required under the contract. Sales presentations, new product demonstrations, and other promotions are discouraged unless expressly requested by the state. The contractor shall log all transaction and system activity necessary to evaluate contract performance, facilitate trend analysis, and support system and other transactional analysis (DEL-31). The contractor shall supply appropriate quality assurance and audits to ensure that logs are complete and accurate.

The state and the contractor shall meet at least weekly in person, virtually, by telephone or through the provision of e-mail updates exchanged between their respective program managers, unless the parties otherwise mutually agree in writing via their respective program managers. Attendees at the meetings will include the state, its staff, and contractor and subcontractor personnel, as determined by state and contractor management. The objectives of the weekly meetings are (i) to confirm that the program is not encountering technical problems that would cause the program to fail to maintain the agreed-upon service levels, (ii) to provide immediate feedback to the parties to permit any issues to be resolved within a timeframe that is mutually agreed upon by the state and the contractor, (iii) to provide a contemporaneous record showing that the parties have acted to ensure that the program is progressing in accordance with the contracts, and (iv) to ensure that parties are proactively identifying and addressing issues that could adversely affect service levels.

The contractor shall conduct semiannual Operational Program Management Reviews (OPMRs). Attendees at the OPMRs will include the state, its staff, and contractor and subcontractor staff, as necessary. The first OPMR shall be held within 60 days after system acceptance. Each OPMR shall address:

1. Performance against Service Level Agreements (SLAs).
2. Financial and schedule status.
3. Planned activities.
4. Action item status.
5. Problem report status.
6. Configuration management and quality assurance reporting.
7. Issues and risks.
8. Other service level shortfalls and plans for corrective action.

The OPMRs shall also address selected technical and programmatic topics as directed by the state. When the OPMR is held at contractor's location, the contractor shall furnish facilities for conducting the OPMR, for state-only meetings, and for side meetings. The contractor shall make available the key personnel necessary to carry out an efficient and effective agenda and shall provide presentation materials and supporting data. The contractor shall furnish agendas, presentation materials, and minutes. The contractor shall attend and participate in required meetings as necessary.

1. Deliverable 3.2 – Management and Technical Reporting

The contractor shall provide the following deliverable(s) for this component of the Plan:

- a) DEL-07: Agenda.
- b) DEL-08: Presentation Materials.
- c) DEL-09: Minutes.
- d) DEL-20: Technical Report.
- e) DEL-31: System Performance Report.

xii. Subtask 3.3 – Facility Personnel

The contractor shall be responsible for all Primary Site and COOP Site personnel and exercise all rights, responsibilities, and prerogatives associated therewith, as necessary to provide work under the contract. The contractor's personnel shall be subject to the security provisions outlined in Subtask 3.4 – System Security, below.

1. Deliverable 3.3 – Facility Personnel Plan

The contractor shall provide the following deliverable(s) for this component of the Plan:

- a) DEL-01: Project Management Plan.
- b) DEL-22: COOP Plan.
- c) DEL-33: SLP.

xiii. Subtask 3.4 – System Security

The contractor shall take reasonable security precautions approved by and to the satisfaction of the state, by providing among others the necessary software updates, to ensure that the MSS and HF, including the related hardware, software, data, and third-party components, is maintained in accordance with contemporary best business practices, including performing antivirus updates, software updates, configuration management, backup/restore/recovery, system logging, and report generation. The contractor shall take reasonable security precautions as approved by and to the satisfaction of the state to ensure the state's Primary Site and COOP Site physical security.

1. Deliverable 3.4 – System Security

The contractor shall provide the following deliverable(s) for this component of the Plan:

- a) DEL-10: In-Plant Security Plan.

4. Task 4 – Maintenance Services

During the System Operation Phase of the contract, as part of system maintenance, the contractor shall provide maintenance of the system, including the provision of software updates and hardware upgrades, as further provided in this section.

xiv. Deliverable 4 – Maintenance Services Plan

The contractor shall provide the following deliverable(s) for this component of the Plan:

- a) DEL-02: System Requirements Specification.
- b) DEL-06: Test Report.
- c) DEL-07: Agenda.
- d) DEL-08: Presentation Materials.
- e) DEL-09: Minutes.
- f) DEL-11: User Manual (update as necessary).

xv. Subtask 4.1 – Technology Currency and Enhancements (Evergreen)

As part of maintenance services, the contractor shall propose functional and processing requirements for, and implement, future upgrades. The contractor shall also identify and make recommendations concerning the operation of the existing system, including but not limited to ensuring that the service levels are maintained and that contractor is performing other duties as agreed to by the state and the contractor under the contract.

The contractor and the state shall conduct periodic joint technology reviews, no less frequently than every 6 months, to guarantee that the hardware and software are adequate for state purposes and are consistent with then-current technology used in similar systems. Such evaluations shall include reviewing the available technology applicable to the MSS, both from the contractor and third parties, and reviewing pending and implemented changes in applicable standards. As may be required from time to time, the contractor and the state shall determine any hardware or software changes that are needed to respond to such developments and to provide migration paths for such functional or technology updates. Such changes shall be provided at no cost to the state beyond the service fees payable by the state to the contractor.

Prior to commencing any updates relative to an evergreen IT approach, the contractor shall submit for the state's approval technology update specifications, which shall incorporate any technological upgrades that are necessary to maintain MSS and HF performance at the requisite service levels and to improve such performance. The contractor shall furnish agendas, presentation materials, minutes, and technical reports.

1. Deliverable 4.1 – Technology Currency and Enhancement Plan (Evergreen)

The contractor shall provide the following deliverable(s) for this component of the Plan:

- a) DEL-07: Agenda.
- b) DEL-08: Presentation Materials.
- c) DEL-09: Minutes.
- d) DEL-20: Technical Report.

xvi. Subtask 4.2 – Software Updates

The contractor shall provide software updates to the software to keep current with the contractor's hosting technology standards, industry standards (especially NCIC Technical and Operational Updates [TOUs]), third-party software upgrades, enhancements, updates, patches, bug fixes, etc., in accordance with the system requirements. Software updates shall be provided to the contractor's general customer base, all in accordance with this Plan and in coordination with state's project manager. By definition, such software updates shall include, but not be limited to, enhancements, version releases, and other improvements and modifications to the software, including application software.

Maintenance services additionally include maintaining compatibility of the solution software with any and all interfaces provided by the contractor under the contract. Prior to the installation of any third-party software, or any update thereto, the contractor shall test and ensure such third-party software's compatibility with the then-current version of the software. The contractor shall ensure that the software is compatible with all required or critical updates to third-party software, including without limitation, service and compatibility packs and security patches, promptly upon their release.

Notwithstanding the foregoing, any third-party application that may be incorporated by the contractor into the application software shall be subject to the same maintenance services obligations and requirements as the application software components that are owned by, or are proprietary to, the contractor.

xvii. Subtask 4.3 – System Environment

As part of maintenance services, contractor shall also provide maintenance of the server software that is part of the server environment for the solution, including but not limited to operating software, database software, and other software installed in the server environment that is not application software. The contractor shall update, upgrade, replace, and/or maintain such server software components during the term of the contract to comply with the system requirements and the warranties specified in this contract and to be compatible with the application software, including any application modifications provided by the contractor under the contract.

The contractor shall provide software updates to the server software to keep current with the contractor's hosting technology standards, industry standards, software updates to the application software, and other application modifications, all in coordination with state's project manager.

As part of maintenance services, the contractor shall also ensure maintenance of the server hardware components surrounding the software, including but not limited to all equipment and networking components and other hardware upgrades, at no additional cost to the state beyond the applicable service fees. If the contractor is hosting the solution at their own facility, the contractor shall repair, upgrade, replace, and/or maintain these server hardware components during the term of the contract to comply with the system requirements and the warranties

specified in the contract. If the contractor is utilizing a third-party hosting solution (e.g., Microsoft Azure, Amazon AWS), the contractor shall provide a plan to ensure that hardware maintained and kept up to date. The contract shall also ensure that all hardware is compatible with the software, including any application modifications provided by the contractor under the contract.

Furthermore, the contractor shall, during the term of the contract, maintain the solution's compatibility with the state's client environment by providing, among others, software updates to the software and hardware upgrades to the solution hardware.

1. Deliverable 4.3 – System Environment Plan

The contractor shall provide the following deliverable(s) for this component of the Plan:

- a) DEL-33: SLP.

xviii.

Subtask 4.4 – Scheduled Downtime and Preventive Maintenance

Unless agreed to otherwise in advance by the state and the contractor, the contractor shall provide all maintenance services, including installation of software updates and hardware upgrades, during scheduled downtime, during late evening hours or early morning hours, in order to avoid times when users need to use the system, as agreed to by the state. Scheduled downtime for performing preventive maintenance or other maintenance services at any site shall not exceed 2 hours for each site in any month, unless agreed to in advance by the state. Any downtime outside of the above window of time without prior state approval shall be considered unscheduled downtime and shall entitle the state to remedies as specified in this Plan and RFP. Notwithstanding the foregoing, the contractor may request scheduled downtime for the provision of an emergency correction to the solution. Such downtime shall be deemed scheduled downtime, provided that it has been approved by state's project manager.

The contractor will perform a documented preventive maintenance procedure for all equipment and software it provides. The contractor shall periodically dispatch maintenance personnel to clean, inspect, and adjust the equipment and replace defective or worn parts thereof at the manufacturer's recommended frequency in order to keep the equipment in good operating condition. The contractor shall carry out periodic maintenance tasks on all electronic components it provides to ensure that they are operating at maximum capability. Such maintenance shall be scheduled to be performed, at a minimum, once a month during hours agreed to by the state.

1. Deliverable 4.4 – Scheduled Downtime and Maintenance

The contractor shall provide the following deliverable(s) for this component of the Plan:

- a) DEL-33: SLP.

xix. Subtask 4.5 – Response Time Monitoring

The contractor shall be responsible for monitoring response time of the system to ensure compliance with the system requirements, including system performance requirements, set forth in this Plan with all attachments.

The contractor shall perform response time monitoring at regular intervals and in sufficient detail to detect problems. The contractor shall provide the state with direct access at any time to the data collected as a result of response time monitoring. Whenever requested by the state, the contractor shall provide the state with reports and/or download that data along with all applicable documentation that may be necessary for the state to independently monitor the response time of the system.

The state reserves the right to periodically revisit the response time baselines for resetting to ensure that the response time of the solution does not restrict or delay the state's operations.

5. Task 5 – Correction of Deficiencies

The contractor shall provide corrective maintenance for any deficiency in contractor-provided equipment or software that, when used as delivered, fails to perform in accordance with the specifications set forth in the contract, including system requirements. The period for the provision of corrective maintenance coverage for all hardware and software shall be defined as 24/7.

The contractor shall maintain an electronic report log that indicates the problem report number, problem description, the time that the problem call was received, the priority assigned, all actions taken, and the time that the problem was corrected. The problem report log shall be maintained in a database that is remotely accessible by state personnel.

The contractor shall offer one central point of contact for support of hardware and software. The contractor support personnel shall address all problems reported by the state's help desk staff. The contractor's support personnel shall acknowledge problems reported via telephone or by e-mail within 1 hour and respond according to the protocols listed below.

xx. Subtask 5.1 – Identification of Deficiencies

The deficiencies under this contract may be identified either as a result of the contractor's use of its own monitoring system or discovered by the state. Upon discovery of a deficiency by the state, the state will report the deficiency to the contractor's Customer Support for resolution in accordance with this Plan.

The priority level of a deficiency shall be assigned according to the priority level definition set forth in Subtask 5.2 – Deficiency Priority Levels. Based on the contractor's proposed solution and/or a workaround for the deficiency, the state may reevaluate and escalate or downgrade the priority level of such deficiency.

xxi.

Subtask 5.2 – Deficiency Priority Levels

The state shall assign the priority level to each deficiency reported by the state to the contractor’s Customer Support. The contractor shall assign a proposed priority level to deficiencies discovered by its own problem monitoring system, which the state will review and approve or reject. Deficiencies will be prioritized based on the description of the deficiency as indicated in Table 2, below.

Following report of a deficiency, the contractor shall respond to the state within the prescribed response time frame specified below and resolve each such deficiency within the specified resolution time. Resolution time for correction of deficiencies shall commence when the state first notifies the contractor or when the contractor first identifies the deficiency and shall end when the state determines that the deficiency has been resolved.

Table 2: Deficiency Priority Levels

Priority Level	Description of Deficiency	Response Time Frame	Resolution Time
1 – Critical	System is down (unscheduled downtime) or is practically down (e.g., extremely slow response time) or does not function at all, as determined by state. There is no way to circumvent the problem; a significant number of state users are affected. A production business system is inoperable.	One (1) hour.	Eight (8) consecutive hours.
2 – Severe	A component of the solution is not performing in accordance with the specifications (e.g., slow response time), creating significant state business impact; its core functionality is not available; or one of the system requirements is not met, as determined by state.	Four (4) hours.	Two (2) calendar days.
3 – Moderate	A component of the solution is not performing in accordance with the specifications; there are unexpected results, or moderate or minor operational impact, as determined by state.	One (1) day.	Two (2) weeks.
4 – Low	This is a low-impact problem and is not significant to operations or is related to education (e.g., general “how to” and informational solution software questions, documentation requests, understanding of reports or general “how to” create reports), as determined by state.	Two (2) days.	Next version release or six (6) months unless otherwise agreed to by state and contractor.

xxii.

Subtask 5.3 – Problem Resolution and Protocols

The state shall assign the priority level to each deficiency reported by the state to the contractor’s Customer Support. The contractor shall assign a priority level to deficiencies discovered by its own problem monitoring system, which the state will approve or reject. Following report of a deficiency from the state, the contractor shall respond back to the state within the prescribed response time frame specified in Table 2, above, and resolve each such deficiency within the specified resolution time. Resolution time for correction of deficiencies shall commence when the state first notifies the contractor or when the contractor first identifies the deficiency and shall end when the state determines that the deficiency has been resolved.

Problems that require an immediate response (Priority Level 1) are system or component failures that prevent subjects from being enrolled, images from being searched, or responses from being delivered. This includes all equipment supplied by the contractor associated with the system, including Remote Site printers, scanners, and other required peripherals that would prevent users from accomplishing their work.

The contractor may attempt to correct the problem by telephone or remote access. If the contractor is unable to correct the problem in this manner, the contractor shall begin on-site repair within 4 hours of the time the contractor was initially notified, depending on the availability of the site where the equipment resides. All situations that prevent the initiation of on-site repair within 4 hours will be documented in the contractor’s electronic report log and reported to the state’s help desk.

The contractor shall ensure that the equipment will be repaired within 8 consecutive hours. If a device is out of service for 8 consecutive hours from the time the contractor was notified, the contractor shall, by the end of the eighth hour, replace the defective equipment with an operable device until the defective item has been fully repaired. The 8-hour clock begins from the time of personal notification to the contractor.

All other severe deficiencies (Priority Level 2) will be corrected within 2 business days from the time the problem was reported.

The contractor shall inform the state within 1 hour of any service interruptions and then notify the state within 8 hours of any hardware or software problems that the contractor has identified and resolved.

1. Deliverable 5 – Correction of Deficiencies

The contractor shall provide the following deliverable(s) for this component of the Plan:

- a) DEL-33: SLP.

xxiii. Remedies

1. General

Service credits shall accrue for unscheduled downtime, including the contractor’s failure to meet the response time requirements. For purposes of assessing service credits, unscheduled downtime shall mean the total amount of time during any calendar month, measured in minutes, during which the system has a major deficiency that is unresolved by the contractor. Scheduled downtime shall be excluded from service credit calculations.

2. Service Credits

Without limiting any other rights and remedies available to the state, by law or in equity, the state shall be entitled to service credits calculated based on the length of unscheduled downtime as provided in Table 3, below. Service credits will not be assessed for scheduled downtime, nor shall credits be assessed for problems caused by the actions or inactions of the state or circumstances that constitute a force majeure event.

Table 3: Service Credits

Length of Continuous Unscheduled Downtime	Service Credits
1 to 4 hours	1 day of service credits which is equal to 1/30th of monthly maintenance and operations fees.
4 to 48 hours	2 days of Service Credits which is equal to 1/15th of monthly maintenance and operations fees.
48 to 96 hours	5 days of Service Credits which is equal to 1/6 th of monthly maintenance and operations fees.
Each additional block of 96 hours thereafter	Additional 5 days of Service Credits which is equal to 1/6th of monthly maintenance and operations fees.

Service credits shall be calculated separately for each applicable incident of a deficiency and shall be added up to be assessed at the end of each month of maintenance and operations. Service credits, in any amounts, are not and shall not be construed as penalties and, when assessed, will be deducted from the state’s payment due to the contractor.

3. Response Time Deficiencies

A response time deficiency that fits the definition of a major deficiency (Priority Level 1 and 2) shall be deemed to cause unscheduled downtime and shall entitle the state to assess service credits as provided in the section above.

6. Task 6 – Configuration Management

The contractor's configuration management plans and processes shall address all aspects of supporting the state's sites' configurations, including problem reporting, testing, diagnosis, deployment of patches, and revision.

The contractor shall document and implement a Configuration Management Plan (DEL-29) and processes that shall address these unique problems. Configuration management performed by the contractor shall accomplish the following:

1. Establish a controlled configuration for each operational hardware and software component at the Primary Site and the COOP Site.
2. Maintain current copies of the deliverable documentation and code.
3. Give the state access to the documentation and code under configuration control.
4. Control the preparation and dissemination of changes to the master copies of the delivered software and documentation placed under configuration control so that they reflect only approved changes.

The contractor shall generate management records and status reports for all hardware and software products at the Primary Site, the COOP Site, and each Remote Site, including the controlled operational configurations. The status reports shall:

1. Make changes to controlled products traceable.
2. Serve as a basis for communicating the status of configuration identification software and associated software.
3. Serve as a vehicle for ensuring that delivered documents describe and represent the associated software.

The contractor shall participate in state configuration control meetings. State configuration control meetings will establish and control the requirements baseline (DEL-02) throughout the performance of the contract and will control the operational baseline, including deployed hardware, software, databases, and documentation, once the MSS and HF become operational.

The contractor shall prepare a Version Description Document (DEL-26) comprising the complete instructions necessary to install and configure all hardware, software, and data associated with each deployment, including site-specific installation information, for the duration of the contract.

xxiv. Deliverable 6 – Configuration Management Plan

The contractor shall provide the following deliverable(s) for this component of the Plan:

- a) DEL-02: System Requirements Specifications.
- b) DEL-26: Version Description Document.
- c) DEL-29: Configuration Management Plan.

7. Task 7 – Continuity of Operations (COOP)

As part of System Maintenance, the contractor shall also be responsible for the provision of COOP services in accordance with the COOP Plan provided by the contractor in accordance with this section.

Only the state may declare an event a disaster. As part of COOP services, the contractor shall perform the functions; provide or utilize the facilities, equipment, supplies, data, and documentation; and conduct the training and exercises/drills specified in the COOP Plan to maintain a viable COOP capability that ensures the performance of the contractor's essential functions during any emergency or situation that may disrupt normal operations and leave the contractor facilities damaged or inaccessible. The contractor shall be subject to the following SLRs as part of COOP, which shall be contained in and are incorporated into the COOP Plan:

1. The contractor shall have complete responsibility for restoration of the solution.
2. In the event of a disaster declaration, the contractor shall be required to maintain regular and consistent communication with the state about the outage and steps taken to restore the solution.
3. The contractor shall be required to make a declaration of a disaster and invoke the Disaster Recovery Plan immediately.
4. The contractor shall restore the system data to a point no greater than 24 hours prior to the declaration of the disaster by the state or the contractor.
5. The state shall be able to log on to the disaster recovery site upon declaration of the disaster by the state or the contractor.

The contractor's failure to make a declaration of a disaster within 2 hours of the incident shall result in the incident being deemed unscheduled downtime.

xxv. Deliverable 7 – COOP Plan

The contractor shall provide the following deliverable(s) for this component of the Plan:

- a) DEL-22: COOP Plan.

C. Appendix A – Project Deliverables

During the System Implementation Phase of the contract, the contractor shall deliver those deliverables identified and listed in the table below. All deliverables shall be subject to state approval and acceptance in order to satisfy the terms and conditions of the contract.

During the System Operation Phase of the project, the contractor shall provide the state and its remote sites with a comprehensive set of user, system, training, and management documentation. The contractor shall supply documentation in both electronic and hard-copy formats. User documentation shall describe the components, functions, and operations of each workstation type. Each MSS workstation shall be provided with online user documentation that resides on the workstation or accessible via the agency's internal networks.

In addition, the contractor shall deliver those items identified in the table below.

Document No.	Deliverable Title	Delivery Date
DEL-01	Project Management Plan	Draft with proposal and within 30 days after the effective date of the contract.
DEL-02	System Requirements Specifications	With each maintenance release, as necessary, to document requirements changes.
DEL-03	Integrated Master Schedule	N/A – Deliverable is part of the Implementation Plan.
DEL-04	Test and Evaluation Master Plan	N/A – Deliverable is part of the Implementation Plan.
DEL-05	Migration Plan	N/A – Deliverable is part of the Implementation Plan.
DEL-06	Test Report	With each maintenance release.
DEL-07	Meeting Agenda	Five (5) business days prior to a meeting.
DEL-08	Presentation Materials	Draft – five (5) business days prior to a meeting, with updates – at the meeting and final – as part of DEL-09.
DEL-09	Meeting Minutes	Draft – two (2) business days after the meeting, with final – five (5) business days after receipt of state comments.
DEL-10	In-Plant Security Plan	With proposal and with update – within 30 days after the effective date of the contract.
DEL-11	User Manuals	With each maintenance release, as necessary, to revise user actions.
DEL-12	Database Design Document	With each maintenance release, as necessary, to document design changes.
DEL-13	Interface Design Document	With each maintenance release, as necessary, to document design changes.
DEL-14	System Design Document	With each maintenance release, as necessary, to document design changes.
DEL-15	Bill of Materials	Reserved – Implementation Plan.
DEL-16	Installation Plan	Reserved – Implementation Plan.
DEL-17	Training Plan	With each maintenance release, as necessary, to revise user actions based on MSS and HF system changes.
DEL-18	Installation Drawings	Reserved – Implementation Plan.
DEL-19	Training Materials	With each maintenance release, as necessary, to revise user actions based on MSS and HF system changes.

Document No.	Deliverable Title	Delivery Date
DEL-20	Technical Report	As specified in Subtask 3.2 and Subtask 4.1 above, or as required or requested by state.
DEL-21	Test Procedures	Reserved – Implementation Plan.
DEL-22	COOP Plan	As part of the system maintenance plan.
DEL-23	System Hardware	Reserved – Implementation Plan.
DEL-24	Software Licenses	Prior to deployment of a new version release.
DEL-25	System Data	Reserved – Implementation Plan.
DEL-26	Version Description Document	With each maintenance release.
DEL-27	Installation Survey Report	Reserved – Implementation Plan.
DEL-28	Test Plan	With each maintenance release.
DEL-29	Configuration Management Plan	Within 30 days after the effective date of the contract, and prior to deployment of each maintenance release.
DEL-30	Requirements Verification and Traceability Matrix	Prior to each significant maintenance release.
DEL-31	System Performance Report	With each management and technical review, as described in Subtask 3.2.
DEL-32	Data and Property Management Plan	Reserved – Implementation Plan.
DEL-33	Service Level Plan (SLP)	As prescribed in the IMS (DEL-03).
DEL-34	Data Conversion Plan	Reserved – Implementation Plan