

RFP Questions and Clarifications Memorandum

To: Vendors Responding to RFP Number 4609 for the Mississippi Department of Employment Security (MDES)

From: Craig P. Orgeron, CPM, Ph.D.

Date: April 25, 2025

Subject: Responses to Questions Submitted and Clarifications to Specifications

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RFP Number 4609 is hereby amended as follows:

1. RFP, Exhibit A, Article 3 shall be and hereby is modified to read:

Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, the transition period under this Agreement shall begin on the date it is signed by all parties and shall continue until December 31, 2025. The maintenance and support obligation shall begin on January 1, 2026 and continue for a period of five (5) years from the date of execution of the Agreement unless terminated sooner, with an option to extend the Agreement, at the sole discretion of the State under the same terms and conditions ("extended term"). Any such extended term of the Agreement shall require the written agreement of the parties. The parties agree that any increase in the total contract price for any extended term of this Agreement shall not exceed five percent (5%). Additionally, the parties agree that any annual fixed price or hourly rate increase may not exceed 5% for the annual contract price or extended term.

2. RFP, Exhibit A, Item 42.1 shall be and hereby is modified to read:

42.1 Contractor guarantees that the personnel assigned to this project will remain a part of the project throughout the duration of the Agreement as long as the personnel are employed by the Contractor and not promoted by the Contractor and are not replaced by Contractor pursuant to the Article 7, "Employment Status". Key personnel are defined as "executives and professionals" and serve the functions identified in Attachment A, Section III Vendor Requirements, Section C – Staffing Requirements, Item 65. For any key personnel assigned to this project whom the Contractor promotes during the term of this Agreement, the Contractor shall provide no less than two (2) weeks' notice of the promotion and intent to transfer key personnel to another state. The Vendor shall not promote or transfer key personnel to another state without the express written permission of the State. In such case, the Contractor shall also permit the State the option to adjust the project so that the promoted employee may be accommodated in his/her new role. If

the State elects not to or is unable to accommodate the promoted employee, the Contractor shall use its best efforts to appoint or hire a replacement for the promoted and transferred employee.

3. RFP, Section 5 – Scoring Methodology, Item 5.1.3 shall be and hereby is modified to read:

5.1.3 For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points:

Non-Cost Category	Allocation
Category 1: Vendor Qualifications	10
Category 2: Vendor Capabilities	2
Category 3: Staffing	12
Category 4: Development Practices	1
Category 5: SOC II Audits	1
Category 6: Planning	2
Category 7: Definitions	4
Category 8: Perfective Maintenance Activities / Enhancements	4
Category 9: Maintenance and Support	3
Category 10: Administration	1
Category 11: Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs)	25
Non-Cost Points	65
Cost Category	Allocation
Category 1: Annual Maintenance and Support	15
Category 2: Annual Travel Costs	2
Category 3: Time and Materials Rate	6
Category 4: Perfective Maintenance Service SOW Rate	6
Category 5: Change Order SOW Rate	6 4
Category 6: Transition Related Services	2
Cost Points	35

4. Attachment A, Section I, General, Section A – How to Respond to this RFP, Attachments, and Appendices, Item 1 shall be and hereby is modified to read:

1. To properly respond to this RFP, beginning with Item 34 through the end of this document, the Vendor should respond with a written narrative to the requirements listed as per “ITS RFP Response Checklist” (page 2 of the RFP) item 5. Then, the Vendor should respond to *Attachment B-1 - Technical Specifications Requirements Matrix – Vendor Response Form* per the instructions in Item 4 below as per “ITS RFP Response Checklist” item 6. If applicable, the Vendor should respond to *Attachment B-1 – Technical Specifications Requirements Matrix* using the “Proposal Exception Summary Form” for all items for which it has a response of E or X as per “ITS RFP Response Checklist” item 7. Finally, the Vendor should note, in *Attachment B-1 - Technical Specifications Requirements Matrix – Vendor Response Form*, the appropriate page and paragraph that the Vendor intends as the response to that item

as per “ITS RFP Response Checklist” item 8. The note must refer to the location of the response in the Vendor’s narrative for that item.

5. Attachment A, Section III. Vendor Requirements, Section C – Staffing Requirements, Item 65a item shall be and hereby is modified to read:

65. Key Positions

- a. The Vendor must include key positions in the staffing plan, ensuring they are Vendor employees unless otherwise permitted in writing by an individual Consortium State. “Key personnel” also means executive and professional personnel in addition to the positions identified in paragraph 65(a)(H) below. The State/Consortium will consider worksite requirements for Vendor’s staff residence during this project as long as key personnel and staff reside in one of the lower 48 states and report to the appropriate state upon two (2) weeks’ notice once per quarter or as deemed necessary by the State/Consortium. must be full-time and reside in one of the Consortium states at least 50% of the time. Key positions should be dedicated and not shared with any other duties, though one person may hold multiple key positions if approved, in writing, by the individual Consortium State. The Vendor’s plan must include the following:

6. Attachment A, Section V. SOCII Audits, Item 74a and 74b shall be and hereby is modified to read:

74. SOCII audits are a requirement for this award. The Vendor is responsible for completing a yearly SOCII audit. As part of its plan for this audit, the Vendor must, at a minimum, include the following:

- a. ~~The Vendor is responsible for completing the audit within the first ninety (90) days post award.~~ The Vendor is responsible for providing each Consortium State with a copy of its most recently completed SOC Audit (no older than 12 months) within the first ninety (90) days post award.
- b. The Vendor is required to complete an annual audit for every calendar year thereafter so long as an effective Agreement exists and may take no more than 180 days for this audit ~~the audit within a 180-day timeframe from start to finish.~~

7. Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), Section A, KPI/SLA’s, Table 5 – KPIs/SLAs, SLA-003 shall be and hereby is modified to read:

SLA-003	Technical Support	<p>The Vendor must provide technical support for Consortium users who report technical problems, assist with problem analysis, and provide support to the Consortium for troubleshooting problems, where that support is consistent with the terms of this SLA and any future mutually agreed to support agreements.</p> <p>Tracking of Support Inquiries</p> <p>The Vendor shall maintain sufficient staff and systems to manage, track, and report on technical support services via multiple channels, including telephone, client portal, email, and mail.</p>
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		<p>Hours of Operation Consortium User Technical Support Standard Hours of Operation are 8 a.m. through the completion of all daily batches in addition to sprints and other specialized circumstances as defined by the state.</p> <p>Standard Disaster or Emergency Hours of Operation are 24 hours a day, 7 days per week.</p> <p>Performance Standards The Vendor will ensure user support meets the following performance standards:</p> <p>Average Speed of Answer. It is expected that the Vendor's staff will respond to inquiries during the standard hours of operation listed above within thirty (30) minutes. This standard will be considered met so long as the Consortium State leaves a message (by phone or email) with the Vendor, and the Vendor responds to the message and connects directly with Consortium staff within forty-five (45) minutes. <u>regular business hours. Response time for SLA-003 is 30 minutes and outside of these business hours, the response time is 45 minutes.</u></p> <p>For disasters or Emergencies identified outside of the standard hours of operation, it is expected that the Vendor's staff will respond to inquiries within one hour.</p>
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8. Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), Section A, KPI/SLA's, Table 5 – KPIs/SLAs, SLA-006 shall be and hereby is modified to read:

KPI Identifier	KPI Name	SLA Description
SLA-006	Support Service Issue Management	<p>The Vendor is to provide support Service issue management and resolve problems with the enterprise solution consistent with the terms of the RFP. Issues identified are to be categorized based upon severity, communicated to the Consortium State(s), documented, resolved, and tracked by the Vendor in a form and format accessible to, and approved by the Consortium.</p> <p>Issue Tracking A Consortium approved tool will be used for the tracking of defects from identification through resolution (during UAT as well), including all testing performed to ensure the correct fix is in place. Currently this tool is Jazz, and we are migrating to Jira. This tool may change according to the needs of the Consortium State(s).</p> <p>Performance Standards</p>

		<p>The Consortium State(s) and the Vendor shall categorize/set the priority for each issue, and the Vendor shall resolve all errors in accordance with the following:</p> <p>The Vendor is expected to resolve issues based on the categorization/priority set by each state.</p> <ol style="list-style-type: none"> Critical Issue – Immediate remediation until deployed. Patched if possible. High Priority Issue – Remediation within 1 week or other such time as agreed upon with each Consortium State. Medium Priority Issue – Remediation by next build. Low Priority Issue – Remediation by next build. <p>The Vendor's responsibility is to limit defects <u>of its own work</u> to less than five percent (5%) of overall monthly maintenance and support items. <u>Regarding the limitation of defects, the Vendor will be measured solely for the defects coming from its own work and not legacy defects.</u></p>
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9. Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), Section A, KPI/SLA's, Table 5 – KPIs/SLAs, SLA-010 shall be and hereby is modified to read:

KPI Identifier	KPI Name	SLA Description
SLA-010	Vendor Cooperation with Infrastructure Services Vendor	<p>In all cases including an incident or breach, that is determined to not be directly related to the application, the Vendor will work with other teams, including the infrastructure team, to the maximum extent required to ensure that all KPIs are met.</p> <p>Performance Standard</p> <p>The Vendor will provide timely responses and staff availability as needed to the infrastructure services Vendor and be available as needed to complete Infrastructure Services projects. Delays in Infrastructure Services work where documentation exists showing the delay is due to the poor responsiveness or unavailability of this Vendor's staff will result in penalties. The Consortium member shall have the right to document State expenses due to these delays and the Vendor will be responsible for these costs. <u>It is expected that the Applications Support Vendor and the Infrastructure Services Vendor will work collaboratively with the State Project Manager (SPM), State IT staff, and, as appropriate, the Consortium to accomplish the tasks that arise. Non-performance occurs when the SPM and the State's IT staff all agree and have documented that the Vendor's poor responsiveness or unavailability of its staff outside of a 4-hour window is the reason for the delay in work.</u></p>

10. **Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), Section B. KPI Failures and Maximum Penalties, Item 147 shall be and hereby is modified to read:**

147. KPI Failure - In the event specific KPIs are not met, the applicable Consortium State, after documenting such failure, will follow the below guidelines:

- a. Right to Payment Reduction- If an individual state demonstrates a KPI failure and elects to impose a penalty, as listed in Table 6, the penalty amount will be deducted from the next monthly Maintenance and Support invoice for that individual state after the State has notified the Vendor of a KPI Failure, provided a deadline for the correction of the KPI Failure, and the State has documented that the Vendor has failed to complete the correction.

SLA-001's and SLA-003's penalties may be assessed on a daily basis up to the maximum penalty of 20%. SLA-002 and SLA-004 through SLA-017's penalties may be assessed on a monthly basis up to the maximum penalty of 20%. See Table 6 for the Maximum Penalties.

- b. Maximum Payment Reduction Percentages - The maximum fees assessed by any Consortium State must not exceed ~~400~~ 20% of that state's monthly allocation of the annual UI Systems Maintenance and Support fees per Consortium State or the penalty amount noted in Table 6.
- c. In the event that the maximum payment reduction fees assessed equal or exceed ~~400~~ 20% for any consecutive 2-month period, the Vendor may be deemed to be in breach of the Contract and may be subject to Termination at the discretion of the individual Consortium States. Cybersecurity incident ~~zero payment under 136(d)(1)~~ will penalties may only be counted as 1 month per event for purposes of this subsection See 147(d)(i)(b) below.
- d. **MANDATORY:** Sensitive Data, Cyber Attack(s), Cyber Security Incident(s), Breaches, or Data Breaches – All items under this paragraph are mandatory.

i. Zero Payment Cyber Security Penalties –

- a. In the instance of a Cyber Attack, Breach, or Data Breach, that is caused in whole or in part by the Vendor's actions or inactions, each affected Consortium State(s), shall reduce its monthly payment by up to 20% for a six (6) month period from the event date. The enforcement of this penalty ~~This reduction~~ may occur in addition to any other rights or insurance amounts available to each affected Consortium State. This is a mandatory requirement.
- b. In the event of more than one (1) Cyber Attack, Breach, or Data Breach that is caused in whole or in part by the Vendor's actions or inactions within a six (6) month period, the Consortium State(s) may impose the up to a 20% penalty for each occurrence. ~~increase the duration to of the zero payment period to include a full six (6) month period per event,~~ or deem the Vendor to be in breach of the

Contract and may subject the Vendor to Termination at the sole discretion of the affected Consortium State(s). The enforcement of this penalty or right to terminate for breach of contract may occur in addition to any other rights or insurance amounts available to each affected Consortium State. This is a mandatory requirement.

- ii. Credit Monitoring - In the instance of a Cyber Attack, Breach, or Data Breach, that is caused in whole or in part by the Vendor's actions or inactions, all affected Consortium States, shall have the right to require the Vendor to provide Free Credit Monitoring and identity theft protection for three (3) years in an amount equal to the Vendor's percentage of fault, as determined by the affected Consortium State, to all affected customers from the date of the attack or breach. This right is in addition to any other rights available to each affected Consortium State. Each Attack or Breach shall require a separate three (3) year Free Credit Monitoring and identity theft protection package contribution in an amount equal to the Vendor's percentage of fault, as determined by the affected Consortium State. This is a mandatory requirement.

11. **Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), Section B. KPI Failures and Maximum Penalties, Table 6 – Maximum Penalties shall be and hereby is modified to read:**

Table 6 – Maximum Penalties

KPI Identifier	KPI Name	Maximum Payment Percentage Reduction Per Month
SLA-001	System Uptime	20.0%
SLA-002	System Performance and Performance Monitoring	20.0%
SLA-003	Technical Support	20.0%
SLA-004	Data Recovery	20.0%
SLA-005	Peak Expansion/Growth Factor	20.0%
SLA-006	Support Issue Management	20.0%
SLA-007	Regular Operational Reporting	20.0%
SLA-008	System Security and Security Monitoring	20.0%
SLA-009	Sensitive Data, Cyber Attack, Cyber Security Incident, Breach, and Data Breach	100.0% <u>20%</u>
SLA-010	Vendor Cooperation with Other Vendors	20.0%
SLA-011	Staffing and Key Resources	20.0%
SLA-012	Required periodical testing and reporting	20.0%
SLA-013	Billing and Invoicing	20.0%
SLA-014	Maintenance and Support Services	20.0%
SLA-015	Vulnerability Patching Rate	20.0%
SLA-016	Product Release Requirements	20.0%
SLA-017	CAP Failure	50.0% <u>20%</u>

12. **Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), Section D. Disaster Recovery KPI Failures and Maximum Penalties, Item 150 shall be and hereby is modified to read:**

150. Disaster Recovery KPI Failure - In the event specific disaster recovery KPIs are not met, the applicable Consortium State, after documenting such failure, will follow the below guidelines.
- a. Right to Payment Reduction- If an individual state demonstrates a Disaster Recovery KPI failure and elects to impose a penalty, as listed in Table 8, the penalty amount will be deducted from the next monthly Maintenance and Support invoice for that individual state after the State has notified the Vendor of a KPI Failure, provided a deadline for the correction of the KPI Failure, and the State has documented that the Vendor has failed to complete the correction.

SLA-DR01's penalties may be assessed for every 15 minutes that the failure continues up to the maximum penalty. SLA-DR02's penalties may be assessed for every 4 hours that the failure continues up to the maximum penalty. SLA-DR03's – SLA-DR07's penalties may be assessed on a monthly basis up to the maximum penalty of 20%. See Table 8 for the Disaster Recovery Maximum Penalties.
 - b. Maximum Payment Reduction Percentages - The maximum fees assessed by any Consortium State must not exceed ~~400~~ 20% of that state's monthly allocation of the annual UI Systems Maintenance and Support fees per Consortium State or the penalty amount noted in Table 8.
 - c. In the event that the maximum payment reduction fees assessed equal or exceed ~~400~~ 20% for any consecutive 2-month period, the Vendor may be deemed to be in breach of the Contract and may subject to Termination at the discretion of the individual Consortium States.
 - d. Semi-annual Reporting - A performance report card for each state will be generated semi-annually on all disaster recovery KPIs defined herein, regarding the prior six months' performance. The successful Vendor shall ensure that all data and data elements necessary to support agreed upon disaster recovery SLAs and metrics will be collected and measured and can be monitored by the Consortium States. All reports and data used in the determination of disaster recovery SLA compliance and calculation of disaster recovery KPI metrics shall be made available to the Vendor by the Consortium. Failure to provide the required semi-annual reporting may result in a penalty assessment. See Table 8 Disaster Recovery Maximum Penalties, SLA-DR06.
 - e. The successful Vendor shall work with the Consortium to continually refine the data to be used, calculations, and monitoring approach for all aspects of all agreed upon Disaster Recovery SLAs and metrics. The Vendor and the Consortium will jointly review all Disaster Recovery KPIs and Performance Measures to determine if measures require revision. Thereafter, similar reviews shall occur as listed below. See Table 8 Disaster Recovery Maximum Penalties, SLA-DR06.
 - i. Annually
 - ii. Material changes to the maintenance and support services that impact existing KPIs. And
 - iii. Upon the request of any Consortium state.

13. **Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), Section D. Disaster Recovery KPI Failures and Maximum Penalties, Table 8 shall be and hereby is modified to read:**

Table 8 – Disaster Recovery Maximum Penalties

Disaster Recovery KPI Identifier	Disaster Recovery KPI Name	Payment Percentage Reduction (SLA-DR01 and SLA-DR02) or Maximum Payment Percentage Reduction (All other SLA-DRs)
SLA-DR01	Recovery Point Objective (RPO)	\$10,000 plus an additional \$10,000 per 4-hour period over the Max time allotted.
SLA-DR02	Recovery Time Objective (RTO)	\$10,000 plus an additional \$10,000 per 4-hour period over the Max time allotted.
SLA-DR03	Disaster Recovery Readiness	20.0%
SLA-DR04	After Action Reports	20.0%
SLA-DR05	Disaster Recovery Support	20.0%
SLA-DR06	Required periodical reporting	20.0%
SLA-DR07	CAP Failure	50 20.0%

14. **Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), Section F. Post-Award KPI Failures and Maximum Penalties, Item 152 shall be and hereby is modified to read:**

152. Post-Award KPI Failure - In the event specific Post-Award KPIs are not met, the applicable Consortium State, after documenting such failure, providing notice to the Vendor of such KPI Failure along with a deadline for the correction of such KPI failure will follow the below guidelines. If the Vendor fails to make the correction by the deadline, the State has the discretion to assess the The percentages listed in Table 10 ~~shall be applied~~ for each 30 days period ~~thereafter~~ that the Post-Award SLA/KPI exceeds the number of days for the requirements listed in each SLA-PA KPI. The Vendor shall be required to provide a CAP once the SLA-PA01 through SLA-PA10 exceeds sixty (60) days past the requirement.

- a. Right to Payment Reduction- If an individual state demonstrates a post-award KPI failure notice to the Vendor of such KPI Failure and a deadline for the correction of such KPI failure as well as the Vendor's failure to complete the correction by the deadline, the State may and elects to impose a penalty, as listed in Table 10, the penalty amount will be deducted from the next monthly Maintenance and Support invoice for that individual state and not exceed a maximum of 20%.

SLA-PA01's – SLA-PA12's penalties may be assessed on a monthly basis up to the maximum penalty of 20%. See Table 10 for the Post-Award Maximum Penalties.

- b. Maximum Payment Reduction Percentages - The maximum fees assessed must not exceed ~~400~~ 20% of the applicable state's monthly allocation of the annual UI Systems Maintenance and Support fees.
- c. In the event that the maximum payment reduction fees assessed equal or exceed ~~400~~ 20% for any consecutive 2-month period, the Vendor may be

deemed to be in breach of the Contract and may subject to Termination at the discretion of the individual Consortium States.

15. Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), Section F. Post-Award KPI Failures and Maximum Penalties, Table 10 shall be and hereby is modified to read:

Table 10 – Post-Award Maximum Penalties

Post-Award KPI Identifier	Post-Award KPI Name	Maximum Payment Percentage Reduction
SLA-PA01	Sprint Velocity Establishment	20.0%
SLA-PA02	Staffing Capacity	20.0%
SLA-PA03	Baseline framework of Plans	20.0%
SLA-PA04	Expectation Document	20.0%
SLA-PA05	Enterprise Architecture Plan	20.0%
SLA-PA06	Development and Quality Management Plan	20.0%
SLA-PA07	Information Data Security Plan	20.0%
SLA-PA08	Transition Plan	20.0%
SLA-PA09	Disaster Recovery Plan	20.0%
SLA-PA10	Code Quality Metrics	20.0%
SLA-PA11	CAP Creation	20.0%
SLA-PA12	CAP Failure	50 20.0%

16. Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), Section G. Audit and Compliance SLAs and KPIs, The first two (2) SLAs of Table 11 shall be and hereby is modified to read:

Table 11 – Audit and Compliance SLAs/KPIs

Audit and Compliance KPI Identifier	Audit and Compliance KPI Name	Audit and Compliance SLA Performance Standard
SLA-AC01	Annual SOCII Audit	Performance Standard The Vendor is required to complete an <u>annual audit for every calendar year thereafter so long as an effective Agreement exists and may take no more than 180 days for this audit.</u> The Vendor will undergo a yearly SOCII audit and ensure that the SOCII audit is completed by each state's fiscal year end date.
SLA-AC02	Post-Award SOCII Audit	Performance Standard The Vendor is responsible for providing each Consortium State with a copy of its most recently completed SOC Audit (no older than 12 months) within the first ninety (90) days post award. The Vendor will undergo a SOCII Audit within 90 days of the execution of the contract.

17. Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), Section H. Audit and Compliance KPI Failures and Maximum Penalties, Item 155 shall be and hereby is modified to read:

155. In the event specific Audit and Compliance KPIs are not met, the applicable Consortium State, after documenting such failure, sending notice to the Vendor with a deadline for correction, and the Vendor fails to complete the correction, the Consortium State may will follow the below guidelines. The percentages listed in Table 12 shall be applied for each 30 days that the Audit and Compliance SLA/KPI exceeds the number of days for the requirements listed in each SLA-AC KPI. The Vendor shall be required to provide a CAP once the SLA-AC01 or SLA-AC02 exceeds sixty (60) days past the requirement.

- a. Right to Payment Reduction- If an individual state demonstrates a post-award KPI failure and elects to impose a penalty as described above, in an amount as listed in Table 12, the penalty amount will be deducted from the next monthly Maintenance and Support invoice for that individual state.

SLA-AC01's – SLA-AC04's penalties may be assessed on a monthly basis up to the maximum penalty of 20%. See Table 12 for the Audit and Compliance Maximum Penalties.

- b. Maximum Payment Reduction Percentages - The maximum fees assessed must not exceed ~~400~~20% of the applicable state's monthly allocation of the annual UI Systems Maintenance and Support fees.

18. Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), Section H. Audit and Compliance KPI Failures and Maximum Penalties, Item 156 shall be and hereby is modified to read:

156. In the event that the maximum payment reduction fees assessed equal or exceed ~~400~~20% for any consecutive 2-month period, the Vendor may be deemed to be in breach of the Contract and may subject to Termination at the discretion of the individual Consortium States.

19. Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), Section H. Audit and Compliance KPI Failures and Maximum Penalties, Table 12 shall be and hereby is modified to read:

Table 12 – Audit and Compliance Maximum Penalties

Post-Award KPI Identifier	Post-Award KPI Name	Maximum Payment Percentage Reduction
SLA-AC01	Annual SOCII Audit	20.0%
SLA-AC02	Post-Award SOCII Audit	20.0%
SLA-AC03	Vendor Participation in Audits	20.0%
SLA-AC04	CAP Failure	50 <u>20.0%</u>

20. Attachment B shall be and hereby is deleted and replaced with the attached Attachment B-1. All references in the RFP and Attachment A to “Attachment B” shall now mean “Attachment B-1”.

- 21. Attachment C shall be and hereby is deleted and replaced with the attached Attachment C-1. All references in the RFP and Attachment A to “Attachment C” shall now mean “Attachment C-1”.**

Vendor must include in their proposal a response to each amended requirement as listed above. Vendor must respond using the same terminology as provided in the original requirements.

The following questions were submitted to ITS and are being presented as they were submitted, except to remove any reference to a specific vendor. This information should assist you in formulating your response.

Question 1: RFP, Section IV: Legal and Contractual Information, Item 7.11: Please identify how the lowest and best Vendor will be identified if other than the vendor scoring the highest on the RFP response and cost proposal.

Response: Cost identifies the “lowest” proposal, but there are other components applicable to determining the quality of proposals received. Section VII of the RFP and the ITS Procurement Handbook give more details as to how “best” can be determined, including a non-cost evaluation, mandatory requirements, references, etc.

Question 2: RFP, Section IV: Legal and Contractual Information: Please advise on whether any formal acknowledgment or additional information from vendors is required for Section IV requirements in the RFP response.

Response: No formal acknowledgement of this section is required. However, any item in this section that a Vendor disagrees with must be included in their response to the Proposal Exception Summary Form.

Question 3: RFP, Section IV: Legal and Contractual Information, Item 28: Would the state provide a royalty-free license back to the Vendor for any code or software modifications the Vendor develops as part of this project using Vendor-developed methods/processes?

Response: No. All code or software developed by the Vendor and paid for with federal funds shall only be available to other federally funded state workforce agencies at no cost to them.

For a contract with Maine, the vendor must comply with Appendix G, Maine IT Service Contract, at pp. 19-20, Section 42, Custom 42. Upon request from a government agency, the Consortium states may approve sharing of code by the Vendor.

Question 4: Attachment C: Attachment C includes a line item for "Licenses" under the Annual Maintenance and Support Costs. Please elaborate on what licenses (if any) does the Consortium anticipate requiring from the Vendor, considering this is a contract for Professional Services.

Response: "Licenses" was inadvertently included on Attachment C and corrected on Attachment C-1. The State/Consortium expects the awarded Vendor to support all software licenses that will not be managed by the

Infrastructure Vendor. See Appendix A for a list of current software licenses. See Amendment 21 above and the amended Attachment C-1.

Question 5: Attachment A, Section III. Vendor Requirements, B. Vendor Capabilities: Please describe how Vendors should respond to the Vendor Capabilities section (i.e., description of aligned capabilities with examples/previous experience, a verification that the identified Vendor Capabilities will be provided, etc.).

Response: **The Vendor should explain how your company handles or has handled the described items on a project of this nature.**

Question 6: Attachment A, Section IV. Development Practices, A. Agile Development Practices, Item 69: What has been the State's experience with Agile Development Practices? Please share as much detail as possible with respect to State staff's familiarity with Agile, process maturity (i.e., stakeholder roles and functions such as Product Owner, what is the typical duration of a sprint, how often/frequently is the product released into production, etc.).

Response: **For purposes of this RFP, please present your response as if the State has limited experience with Agile development processes and practices.**

Question 7: Attachment A, Section V. SOCII Audits, Item 74: What is the Vendor specifically responsible for during the SOC Audit process? Is the Vendor expected to perform the SOC II Audits as bullets (a) and (b) seem to imply OR is the Vendor expected to "evaluate and propose a firm to complete the audit" as bullet (c) implies?

Response: **The responsibilities of the Vendor has been better defined. See Amendments 6 and 16 above.**

Question 8: Attachment A, Section V. SOCII Audits, Item 74: If the audit is expected to take 180 days from start to finish, please clarify why the section requires the first audit to be completed in 90 days.

Response: **See Amendments 6 and 16 above.**

Question 9: Attachment A, Section V. SOCII Audits, Item 74: How will the Vendor be compensated for the following: (a) any time and effort spent by the Vendor supporting a SOCII Audit; and (b) time and effort to remediate any audit findings (e.g., T&M, SOWs)?

Response: **The cost of the audit is expected to be the responsibility of the Vendor.**

Question 10: Attachment A, Section VI. Planning, D. Transition Plan: Based on the procurement schedule published in the RFP, it appears that the State expects contract negotiations and execution of a contract with the selected Vendor by end of July 2025. Assuming a start date of Aug 1, 2025, how much time will the selected Vendor have/be given to complete the transition from the incumbent?

Response: It is expected that the transition period will begin upon contract execution. MDES anticipates a successful transition on December 31, 2025 with the support and maintenance obligations under this contract beginning on January 1, 2026. See Amendment 1 above.

Question 11: Attachment A, Section VII. Definitions: What is the desired Vendor response to the VII. Definitions section? Some definitions appear to describe the services sought and vendor requirements. Should vendors provide a description of aligned capabilities with examples/previous experience?

Response: Vendors should respond according to the instructions provided in I. General, A. How to Respond to this RFP, Attachments, and Appendices. Vendor's response should acknowledge its acceptance of or exception to these definitions.

Question 12: Attachment A, Section VII. Definitions, Item 91: Who is responsible for making the changes to environments or infrastructure required to execute ReEmployUSA Application changes (acknowledging that modifications necessary to the ReEmployUSA Application, as a result of the environmental/infrastructure changes, will be the responsibility of the selected Vendor)?

Response: The State/Consortium expects the awarded Vendor to work with the Infrastructure Vendor to make any environment changes. For routine daily tasks, the awarded Vendor will be provided with all necessary access for continuing their work uninterrupted. The State/Consortium expects the awarded Vendor to support all software licenses that will not be managed by the Infrastructure Vendor. See Appendix A for a list of current software licenses.

Question 13: Attachment A, Section VIII. Perfective Maintenance Services/Enhancements, A. Perfective Maintenance Service Volume, Item 105: Will the State be able to provide any information on sizing guidelines/practices for User Stories (e.g., Story Point Estimates)? Depending on the maturity of the development process, these practices could vary significantly from one vendor to another. This information will help vendors estimate the effort, be prepared with the necessary capacity required to deliver Perfective Maintenance services, and be better positioned to comply with relevant KPIs/SLAs.

Response: The State is not able to provide story point estimates or size guidelines for user streams as each perfective maintenance project is unique and varies from as few as 5 to as many as several hundreds of story points/user stories. See Appendix D for baselining activities.

Question 14: Attachment A, Section VIII. Perfective Maintenance Services/Enhancements, C. Perfective Maintenance Service Approval Process, Items 107-110: Please advise on how should vendors respond to this section, lines 107-110 (i.e., acknowledgement, Vendor's applicable experience with the process, etc.). This appears to be a statement/description of the Consortium's process to approve perfective maintenance services.

- Response:** The State expects the Vendor to respond with its technical approach describing its process for conducting new developments, product improvements, refactoring cycles, and other technical aspects of the requested services.
- Question 15:** Attachment A, Section VIII. Perfective Maintenance Services/Enhancements, C. Perfective Maintenance Service Approval Process: What is the state's expected effort level from the Vendor relative to Perfective Maintenance Service scoping? Can the State elaborate, using an example, a scenario in which the perfective maintenance service is not part of the Scope of Services?
- Response:** The State's expectation is that the awarded Vendor will provide a fixed cost Statement of Work or a Time & Materials estimate and other details in 109(c) and then the State, at its discretion, will move forward or not with the awarded Vendor. See paragraph 109(c) for the full details of what must be provided. The State is unable to provide an example.
- Question 16:** Attachment A, Section VIII. Perfective Maintenance Services/Enhancements, D. CORE Perfective Maintenance Service Requirements Processes, Item 111: Does the Consortium expect the Vendor to play a role in the Requirements Development/Gathering Process? Or, does the Vendor's role commence only after the completion of requirements definition by one or both states?
- Response:** The State/Consortium currently prefers to use a collaborative environment involving the Vendor and all other State/Consortium States to develop requirements.
- Question 17:** Attachment A, Section IX. Maintenance and Support, B. Production Support Services Disaster Recovery, i. Security Monitoring: There are two section i under B. Production Support Services Disaster Recovery (Security Monitoring and Performance Monitoring). There is also a separate "ii Security Monitoring Section." Can the Consortium provide clarity on the section descriptions?
- Response:** This was a formatting error. "Security Monitoring" includes Items 115-120 and 125. Please enter a response in the correct row in Attachment B-1 with either a written response or reference [e.g., 1.1.4 (vendor numbering) or page & paragraph] in the Vendor's narrative proposal. See Amendment 20 above and the amended Attachment B-1.
- Question 18:** Attachment A, Section X. Administration, B. Vendor Capacity, Item 144: What audits are included in the Production Support Services? The only instance of "audit" under Production Support Services (lines 115-125) appears to be "audit logging"
- Response:** While there are several types of audits as part of support and maintenance, this section refers to audits related to maintaining a healthy system such as security audits, performance audits and operational audits. See Items 88 and 144 for details.

- Question 19:** Attachment A, Section X. Administration, B. Vendor Capacity, Item 144f: Is remediation performed via SOWs (T&M or FP) following each audit? Is audit remediation work considered Perfective Maintenance Services?
- Response:** **Remediation is not performed via an SOW. The State creates tickets as appropriate for remediation activities. Please reference 144(e) and 144(f) for details regarding payment. Remediation of items found during the audit will be the responsibility of the Vendor unless any one of the three items in 144(f) occurs.**
- Question 20:** Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), A. KPI/SLA's, Item 146, Table 5 - KPIs/SLAs, SLA-003: Please confirm a forty-five (45) minute response time for a Vendor staff to connect directly with Consortium staff will meet the Average Speed of Answer SLA (SLA-003) requiring thirty (30) minutes during standard business hours.
- Response:** **The SLA has been modified. See Amendment 7 above. Note: Standard Hours of Operation are 8 a.m. through the completion of all daily batches including sprints and other specialized circumstances as defined by the State.**
- Question 21:** Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), A. KPI/SLA's, Item 146, Table 5 - KPIs/SLAs, SLA-010: Please identify the infrastructure services vendor referenced in the SLA.
- Response:** **The State has not yet selected the infrastructure services vendor at this time.**
- Question 22:** Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), A. KPI/SLA's, Item 146, Table 5 - KPIs/SLAs, SLA-015: Is this SLA applicable to the ReEmploy UI Application or to the platform software described in Appendix A? If latter, is patching platform software within the scope of this RFP?
- Response:** **This SLA could apply to both instances. The State/Consortium expects the awarded Vendor to support all software licenses that will not be managed by the Infrastructure Vendor. See Appendix A for a list of current software licenses.**
- Question 23:** Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), A. KPI/SLA's, Item 146, Table 5 - KPIs/SLAs, SLA-016: Is the Consortium willing to consider other/comparable artifacts other than SUCs? Can the Consortium provide an example of an SUC currently in use?
- Response:** **Yes. Vendors providing other/comparable artifacts other than the requirement stated in this item should provide a response of "E" and provide necessary details as described in RFP, Section V, Proposal Exceptions, and Attachment A, I. General, A. How to Respond to this RFP,**

Attachments, and Appendices. The State/Consortium understands that documentation needs can vary depending on the project type. The State/Consortium will work with the vendor to develop the requisite technical data package during the Statement of Work phase to ensure documentation meets the needs of the State/Consortium.

Question 24: Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), E. Post-Award SLAs and KPIs, Item 151, Table 9 – Post-Award SLAs/KPIs, SLA-PA03 and SLA-PA04: Please confirm that the Consortium wants an Expectation Document(s) at the same time as the baseline framework for plans (both identified as "within forty-five (45) days"). If not, please provide revised timelines for the Expectation Document(s) and the framework of plans.

Response: **Confirmed.**

Question 25: Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), A. KPI/SLA's, Item 146, Table 5 - KPIs/SLAs, SLA-006: The current issue tracking tool (Jazz) is being migrated to JIRA. Please provide details of this migration project. For example, will all data migration from JAZZ be completed before the Vendor is in place? How will in-progress items be treated from a transition perspective? Will the Vendor be responsible for definition of workflows, issue types, and statuses in JIRA? Please also confirm that JIRA will be the tool that the new Vendor will utilize.

Response: **It is expected that the State/Consortium will complete the migration to JIRA prior to any work started by the awarded Vendor. The awarded Vendor will be required to use JIRA. Definition of workflows, issue types, and statuses in JIRA will be determined with both the awarded Vendor and State/Consortium. See Amendment 8 above.**

Question 26: Attachment A, Section VIII. Perfective Maintenance Services/Enhancements, A. Perfective Maintenance Services Volume: Considering that Perfective Maintenance Services could potentially result in additional software code, new modules, new technology solutions or new capabilities to the ReEmployUSA's UI System, what is the process for the Consortium and the Vendor to adjust the Base/Annual Maintenance and Support Services (and correspondingly, the costs for such maintenance and support) from time to time, on account of this potential addition?

Response: **Each Vendor is expected to incorporate its estimate of additional Annual Maintenance and Support Services resulting from additional software code, new modules, new technology solutions, or new capabilities, if any, to the ReEmployUSA Application in its annual lifecycle cost on Attachment C-1. See Amendment 21 above.**

Question 27: Appendix A: Please identify whether there will be a separate vendor supporting infrastructure services for the Consortium. If so, please describe what the infrastructure vendor's role will be relative to the management of Consortium software and services (i.e., configuration, maintenance, implementation, patches, and upgrades).

Response: Yes, Mississippi will have a separate vendor for infrastructure. The State of Maine prefers to retain the application vendor as the infrastructure vendor via a separate procurement. The State/Consortium expects the Vendor awarded as a result of this RFP to support all software licenses that will not be managed by the Infrastructure Vendor. See Appendix A for a list of current software licenses.

Question 28: Although RFP No: 4609 is based on support and maintenance services for the existing ReEmployUSA system, is the State/Consortium also interested in receiving alternative system-modernization proposals? Specifically, is the State/Consortium interested in receiving proposals based on replacement of the ReEmployUSA system with proven commercial software solutions designed specifically for the administration of UI programs and services? If so, how should vendors ensure responsiveness and compliance in submitting bids based on alternative platforms, implementation approaches, and cost factors?

Response: The State/Consortium does not encourage the presentation of alternative system-modernization proposals that necessitate the replacement of ReEmployUSA system all at once.

Question 29: As a large systems integrator with a successful 30-year history supporting custom enterprise solutions, we are very interested in this opportunity. We note that a response to questions is due with only a few days between responses and the proposal deadline. We would like to request an extension to allow time to react to those questions, especially those that are solution-oriented.

Response: The State is unwilling to grant this request.

Question 30: We note that an incumbent is in place; we believe TATA Consulting, who have been performing the work for a significant period. Please provide the appropriate contract numbers for the incumbent contract(s)

Response: To access the TCS contract a vendor should:

1. Go to <https://www.transparency.ms.gov/contracts/contracts.aspx>
2. Vendor should then select "State of Mississippi Contracts"
3. Vendor should then click on "View Contracts by:" and select "Contract Detail"
4. Vendor should then click on "Contract Filters", select "Agency", select "Dept. of Employment Security", then select "OK".
5. Vendor should then click on "Contract Filters", select "Vendor", select "TATA CONSULTANCY SERVICES LIMITED", then, select "OK".
6. The Vendor should then select the "Contract ID".
7. Select the document "Turnkey Agreement" for the master contract or select any of the 33 amendments.

Question 31: I wanted to check whether this RFP will include any subcontracting opportunities. If so, could you provide details on the scope and requirements for subs?

Response: See page 18 of the RFP and Attachment A at page 3 & 21 for information about subcontractors. For any contract with Maine, see Appendix G, Maine IT Service Contract, at page 8, Section 6.

Question 32: Attachment A, Section IX. Maintenance and Support, A. Maintenance and Support Services: Does this monthly volume (i.e., 100-200 items for MDES and 200-300 items for MDOL) include Adaptive and Preventive maintenance items? If not, what is the anticipated volume for Adaptive and Preventive maintenance items?

Response: Generally, the baseline for support, corrective, adaptive, and preventive maintenance is historically 100 - 200 items per month for MDES and 200 to 300 per month for MDOL. The State/Consortium expects these items for corrective, adaptive, and preventive maintenance to decrease over the lifecycle of the contract.

Question 33: Attachment A, Section IX. Maintenance and Support, A. Maintenance and Support Services: For the identified volume of work by state, can the Consortium provide a categorization of the work (i.e., data remediation, defect resolution, etc.)? Can the through-put also be identified on a per month basis?

Response: On average, defects account for 24% of monthly volume, Stories account for 6%, and tasks account for 70%. Tasks can be small enhancements, such as label changes, queries, or data fixes. Generally, Tasks can take on average around 6 hours, defects about 24 hours, and Stories about 72 hours.

Question 34: Attachment A, Section IX. Maintenance and Support, A. Maintenance and Support Services: What is the anticipated backlog that the new Vendor will start with?

Response: The State/Consortium anticipates completing the majority of all perfective activities prior to the period of performance beginning on January 1, 2026. The State/Consortium's plan is to transition the backlog to the awarded Vendor as of the start of the maintenance and support obligations under this Agreement on January 1, 2026.

Question 35: Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), A. KPIs/SLA's, Item 146, Table 5 - KPIs/SLAs: Please identify the KPIs and SLAs provided that are part of the current ReEmployUSA contract(s) for Maine and Mississippi.

Response: This State/Consortium is currently not using the KPIs and SLAs provided in this RFP.

Question 36: Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), A. KPIs/SLA's, Item 146, Table 5 - KPIs/SLAs: Please provide all baseline-performance metrics used to set KPIs as well as the past 12 months of performance relative to the KPIs suggested in the RFP.

Response: This State/Consortium is currently not using the KPIs and SLAs provided in this RFP. The State/Consortium with the Vendor will develop the baseline performance metrics that are either defined in the KPI/SLA description or will be negotiated with the selected Vendor, with most of these KPIs/SLAs subject to periodic review and revision as reasonable.

Question 37: Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), A. KPIs/SLA's, Item 146, Table 5 - KPIs/SLAs: If the current baseline doesn't meet these targets: A) What is the process by which the new Vendor will be required to transition the system to the new metrics, and how will the new Vendor be compensated? B) Would the Consortium States be amenable to negotiating alternative KPI/SLAs and associated penalties for such metrics that can't be met?

Response: This State/Consortium is currently not using the KPIs and SLAs provided in this RFP. The State/Consortium with the Vendor will develop the baseline performance metrics as defined in the SLA description or will negotiate these metrics with the selected Vendor, with most subject to periodic review and revision as reasonable.

Question 38: Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), A. KPIs/SLA's, Item 146, Table 5 - KPIs/SLAs: Will the State please convert the "penalties" for non-conformance with KPIs/SLAs to "service credits"?

Response: No.

Question 39: Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), A. KPIs/SLA's, Item 146, Table 5 - KPIs/SLAs: Will the State please limit total KPI/SLA penalty/service credit amount to no more than 20% of the monthly invoice amount to be in line with industry standards.

Response: See Amendments 10-15 and 17-19 above.

Question 40: Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), A. KPIs/SLA's, Item 146, Table 5 - KPIs/SLAs: Will the State please add in language for the Vendor the ability to earn back any missed SLAs associated penalties to be aligned with industry standards? This would be earned back by demonstrating continuous compliance for a certain period mutually agreed to between parties.

Response: No.

Question 41: Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), A. KPI/SLA's, Item 146, Table 5 - KPIs/SLAs, SLA-001: Can the State please update this SLA to provide a calculation that removes downtime not attributable to the Vendor from the System Uptime requirement as the Vendor is not managing the infrastructure.

Response: The State/Consortium expects the Vendor to manage the items listed in Attachment A and will keep this requirement as part of the specifications.

Question 42: Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), A. KPI/SLA's, Item 146, Table 5 - KPIs/SLAs, SLA-006: Please identify how the percentage will be calculated relative to defects in the current system versus defects resulting from code changes implemented by the Vendor. Will the Vendor be allowed time to correct current defects prior to this SLA being applied?

Response: It is anticipated that the performance of the awarded Vendor will be measured by the defects coming from its own work and not legacy defects. Defects from the previous vendor will have to be remediated but will be part of the normal monthly allotted volume per Consortium State and will not impact the awarded Vendor's metrics. Please see Amendment 8 above.

Question 43: Attachment A, Section XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), B. KPI Failure and Maximum Penalties, Item 147 d: The requirements in 147.d are not exclusively under the Vendor's control in light of the division of responsibilities for infrastructure and other services, and the State's role. Would the State please amend this requirement to be non-mandatory? This is not aligned with industry standards and will prevent Vendors from bidding on this RFP since exceptions are not allowed to mandatory requirements.

Response: The requirements for 147(d) are mandatory. However, the assessment of specific penalties is at the discretion of the State/Consortium. The maximum penalty has been amended to address this concern. Each Vendor should describe in their proposal how it handles cybersecurity and what tasks and processes it deems appropriate. See Amendment 10 above. The awarded Vendor will only be evaluated upon its own actions or lack thereof on a case-by-case basis.

Question 44: Attachment C: For pricing purposes to ensure all bidders use the same information, can the State please provide an estimated start date to use?

Response: The State/Consortium anticipates August 1, 2025, as the anticipated transition period start date.

Question 45: Attachment C, Transition Related Services: The RFP requires any price for "Transition-Related services" to be identified and entered in the price proposal. We did not find a price category in Attachment C for such costs. Please amend Attachment C to include where this should be entered.

Response: The State/Consortium will accept any costs/prices for "Transition Related Services" in the table noted as "Transition Related Services" on the amended Attachment C-1. Responding Vendors may add additional lines to this table, if necessary, to describe the services applicable to transition. See Amendments 3 and 21 above and the amended Attachment C-1.

- Question 46:** Attachment C, Time & Material Rate Perfective Maintenance Service SOW Rate Change Order SOW Rate: Please update Attachment C for the ability to provide these rates requested broken out by Year (1 - 5) as the rate will be different for each year and price increase are not allowed post award.
- Response:** **Vendors may provide additional lines within Attachment C-1 to break out the rates by year for the 5-year term. The fixed price and hourly rate increase may not exceed 5% per year for the annual contract price or any renewal term. See Amendment 21 and the amended Attachment C-1.**
- Question 47:** RFP, Section VII. Technical Specifications, Item 5.1.3: How will transition related price be evaluated, recognizing the incumbent (if submitting a proposal in response to this RFP) will likely not include a price for transition and will be advantaged in the cost evaluation based on this?
- Response:** **Transition costs will be included in the lifecycle cost. See Amendment 3 above.**
- Question 48:** RFP, Section VII. Technical Specifications, Item 5.1.3: It is unclear what is needed to be provided for Section 7 - Definitions in Attachment A . - can the State please clarify? This section appears to be definitions of different terms and does not look to request a response and is worth 4 points.
- We believe Section 7 should only be required for Attachment B and not Attachment A.
- Response:** **Vendors should respond according to the "ITS RFP Response Checklist" at page 2 of the RFP. The State/Consortium requires a response of "A", "E" or "X" on Attachment B-1 and those responses and Vendor narratives will be evaluated by the State/Consortium. See Amendments 4 and 20 and the amended Attachment B-1.**
- Question 49:** RFP, Section VII. Technical Specifications, Item 5.1.3: It is unclear what is needed to be provided for Section 8 in Attachment A - can the State please clarify? This section appears explain perfective maintenance services and includes State and Consortium responsibilities which we are not responsible and does not look to request a response and is worth 4 points.
- We believe Section 8 should only be required for Attachment B and not Attachment A.
- Response:** **Vendors should respond according to the "ITS RFP Response Checklist" at page 2 of the RFP. See Amendment 4 above.**
- Question 50:** RFP, Section VII. Technical Specifications, Item 5.1.3: It is unclear what is needed to be provided for Section 10 - Administration in Attachment A. Can the State please clarify? This section appears to be definitions of different terms and does not look to request a response and is worth 1 points.

We believe Section 10 should only be required for Attachment B and not Attachment A.

Response: **Vendors should respond according to the “ITS RFP Response Checklist” at page 2 of the RFP. See Amendment 4 above.**

Question 51: RFP, Section III. Vendor Information, Item 11: Please identify the time limitations for use of vendor proposals and the purposes for which proposal information will be shared. Please also identify whether price information will be shared.

Response: **So long as the awarded Vendor will honor their proposed pricing, there is no time limitation for reusing proposals to other entities. Upon request and execution of a confidentiality agreement, proposal information, including costs, may be shared to entities.**

Question 52: RFP, Section VII. Technical Specifications, Item 1: Will the State please extend the due date by 4 weeks or more to enable time to update proposals based on the State's responses to questions, which are scheduled to be provided on/before April 25? Having responses to questions provided by 4/25 and proposals being due 5/8 does not give bidders enough time to update their proposals and provide the best proposal to the State.

Response: **No.**

Question 53: RFP, Section II. Proposal Submission Requirements, Item 9.1: Will the State please change the requirements for proposal submission to be submitted electronically which is mutually beneficial to both parties?

Response: **No. ITS policies and procedures do not currently allow for electronic submission of RFP responses.**

Question 54: RFP, Section II. Proposal Submission Requirements, Item 9.1: If electronic submission is not allowed, please confirm no printed hard copies of the response are required.

Response: **Physical copies of proposal responses is not required.**

Question 55: Attachment A, Section III. Vendor Requirements, C. Staffing Requirements, Item 65: To allow bidders to propose the best qualified staff to support this project, please remove the "reside in one of the consortium states at least 50% of the time." part of requirement.

Response: **The State/Consortium will be open to proposals with alternative percentages for staff residence as long as key personnel and staff reside in one of the lower 48 states and report to the appropriate state upon two (2) weeks' notice once per quarter or as deemed necessary by the State/Consortium. Please see Amendment 5 above.**

Question 56: RFP, Exhibit A, Article 42.1: Can the State provide criteria under which it would approve the transfer of key or other personnel off the project where such staff

are not promoted by the Contractor or are not replaced by the Contractor pursuant to Article 7?

Response: It is the intent of the State/Consortium to maintain Vendor personnel with subject matter expertise. Continuity of Vendor staff is of the utmost importance on this project. The State/Consortium is open to evaluating Vendor staff transfer requests for approval on a case-by-case basis.

Question 57: RFP, Section III. Vendor Information, Item 16: Please confirm since exceptions are being submitted as part of this proposal and will have pricing implications that a BAFO will be requested to bidders as pricing will be contingent on mutual agreement of negotiations.

Response: The State/Consortium cannot confirm the BAFO opportunity at this time.

Question 58: RFP, Section IV. Legal and Contractual Information, Item 18: Can the State please confirm which part of the proposal response this should be included?

Response: Potential subcontractor agreements should be included on the USB flash drive. In addition, the State/Consortium anticipates that any subcontracting agreement will be included as part of the response to the Subcontracting Plan in Item 68 of Attachment A.

Question 59: RFP, Section VII. Technical Specifications, Item 5.2.4: Can the State please clarify what would be required to demonstrate if this is requested? This is a M&O contract and not a solution to present.

Response: This section addresses the State/Consortium's right to request a demonstration or proposal clarification interview, either in-person or virtual, as part of the proposal evaluation process.

Question 60: RFP, Exhibit A, Article 42.8: To better align with industry standards for M&O contracts (vs. a new implementation), will the State please reduce the key personnel/positions to: Product/Program Manager, Project Manager Lead, and Senior Architect. All other positions will still be staffed by Vendor, but will not be key personnel/positions.

Response: Not at this time. Vendors that cannot agree to this requirement must submit this as an Exception. See RFP, Section V and the instructions provided in Attachment A, I. General, A. How to Respond to this RFP, Attachments, and Appendices.

Question 61: RFP, Exhibit A, Article 42.9: Please remove this requirement as it is the Vendor's responsibility to manage our staff and meet the requirements and SLAs of this contract and this is not required to do so.

Response: Vendors that cannot agree to this requirement must submit this as an Exception. See RFP, Section V and the instructions provided in Attachment A, I. General, A. How to Respond to this RFP, Attachments, and Appendices.

- Question 62:** RFP, Exhibit A, Article 42.1: Please remove this requirement as it is the Vendor's responsibility to manage our staff and meet the requirements and SLAs of this contract and this is not required to do so.
- Response:** **Vendors that cannot agree to this requirement must submit this as an Exception. See RFP, Section V and the instructions provided in Attachment A, I. General, A. How to Respond to this RFP, Attachments, and Appendices.**
- Question 63:** Attachment A, Vendor Requirements, A. Vendor Qualifications, Item 43: Please update this requirement to be only required for key personnel and not all staff.
- Response:** **The State/Consortium intends that "executive and professional personnel" be defined as "key personnel". See Amendment 5 above.**
- Question 64:** Attachment B: Will the State please update this requirement to remove the "A" option requiring a short narrative to be provided as this is an extensive amount of work to do this and typically for requirement matrices it is only required if the Vendor is not able to meet the requirement requested. Additionally, these details will be provided in Attachment A. It will also help evaluators to easily see which requirements Vendors are meeting with "E".
- Response:** **Vendors should respond according to the "ITS RFP Response Checklist" at page 2 of the RFP. See Amendment 4 above.**
- Question 65:** Attachment A, IX. Maintenance and Support, B. Production Support Services Disaster Recovery, Items 112- 135: The autonumbering in this section is off, with item i being duplicated. Can the State please provide an updated numbering for this section?
- Response:** **This was a formatting error. "Security Monitoring" includes Items 115-120 and 125. Please enter a response in the correct row in Attachment B-1 with either a very short written response or reference [e.g., 1.1.4 (vendor numbering) or page & paragraph] in the Vendor's narrative proposal. See Amendment 20 above and the amended Attachment B-1.**
- Question 66:** Appendix C: Can you please confirm if the cloud resources mentioned in Appendix C of this RFP includes resources for both Mississippi and Maine?
- Response:** **Confirmed. The current system for the Consortium States is in the cloud and will remain in the cloud.**
- Question 67:** Attachment A, XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs): Can you please provide the project status reports for the past 6 months including the SLA compliance data?
- Response:** **Not at this time. The State/Consortium with the awarded Vendor will develop the baseline performance metrics that are either defined in the KPI/SLA description or will be negotiated with the awarded Vendor with**

most of these KPIs/SLAs subject to periodic review and revision as reasonable.

Question 68: Attachment A, XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs): Can the State confirm if the current ReEmployUSA application meets or exceeds the SLAs listed in the RFP? Can you also provide instances where the SLAs were not met in past 6 months?

Response: **This State/Consortium is currently not using the KPIs and SLAs provided in this RFP.**

Question 69: Attachment B: Can the State provide scoring criteria for the requirements matrix in attachment B of this RFP. Specifically in relation to SLAs, can the State provide scoring methodology it plans to use if the proposed response provides alternative solution.

Response: **The scoring methodology is included in the RFP, Section VII, Item 5. Also, see Amendment 3 above. Each evaluated requirement will receive a score between 1-10 points. The evaluation team will determine the level of risk for a proposed alternative and apply the appropriate score.**

Question 70: Attachment C: Can the State clarify where vendors can include transition cost. Can you please consider not including transition cost in your evaluation criteria to not give an unfair advantage to the incumbent?

Response: **The State/Consortium will accept any costs/prices for "Transition Related Services" in the table added as "Transition Related Services" on Attachment C-1. Responding Vendors may add additional lines to this table, if necessary, to describe the services applicable to transition. Please see Amendments 3 and 21 above.**

Question 71: RFP, Section II: Proposal Submission Requirements, Item 9.5: Maintaining the exact section numbering outlined in Attachment A (I.A.1.a...) is challenging with automatic renumbering in Microsoft Word Styles. Would it be acceptable to use standard numbering (e.g., 1.1.1) in our proposal if the section headings also reference RFP numbering? For example, "4.1 Vendor Qualifications (Attachment A III.A)"?

Response: **Yes we can accept proposals with standard numbers so long as the headers/requirement text are included for ease of reference. Vendors should be aware that any alteration of language in the original RFP could subject Vendor to disqualification.**

Question 72: Our proposal will include content which is proprietary and/or confidential. The State does not appear to have included guidelines for submitting a redacted copy of the proposal which may be released publicly in the event of a FOIA or similar situation. Does the State have any preferences on redacted submissions?

Response: **Redacted submissions will not be accepted. Please see Page 191 of the ITS Procurement Handbook for our Proposal Confidentiality Procedure.**

All proposals will remain under strict confidentiality requirements within the State/Consortium.

Question 73: Attachment A, Section III. Vendor Requirements, A. Vendor Qualifications, Item 39: Item 39 requests a "letter of financial capability". Could the State please provide a description of the letter (desired content, who should write it)? Alternatively: would audited financials be acceptable in lieu of such a letter?

Response: **The State/Consortium will accept the most current audited financials as an acceptable response to this item. In addition, a "letter of financial capability" in a standard accepted format as can be found on the internet that demonstrates the business' ability to handle its financial obligations and execute a project.**

Question 74: Attachment C: What does Licenses refer to in row 16? Are these for vendor provided software and newly introduced products?

Response: **If "Licenses" does not apply, this should be removed/marked N/A in the Vendor's response. The State/Consortium expects the selected Vendor to support all software licenses that will not be managed by the Infrastructure Vendor. See Appendix A for a list of current software licenses.**

Question 75: Attachment A, Section III. Vendor Requirements, A. Vendor Qualifications, Items 43, C. Staffing Requirements Items 58.a, and 65.a.G: Attachment A variably requests resumes for "executive and professional personnel", "key positions", and "key personnel". Should Vendors consider this to be resumes for the positions listed in Attachment A III.C.65.a.H, "Minimum Key Positions"?

Response: **The State/Consortium defines that "executive and professional personnel" mean "key personnel" as noted in the RFP at Item 65 of Attachment A. See Amendment 5 above.**

Question 76: Attachment A: Would you confirm if vision is to fully migrate all applicable UI components to a microservices architecture?

Response: **The vision is to migrate only for processes for which microservices increase efficiency and cost savings over time and continues to follow the vision of the U.S. Department of Labor.**

Question 77: Attachment C: It is mentioned in the cost template worksheet instructions that additionally, if there are transition-specific costs/prices, enter them in the appropriate category in the item "Transition-Related services." However there is no table of Transition Related Services in the cost sheet.

Response: **See Amendments 3 and 21 above and the amended Attachment C-1.**

Question 78: RFP, Section VI: RFP Questionnaire, Item 13: Is the System for Award Management (SAM) Registration Documentation a mandatory requirement? Vendor has been able to do business with the State of MS in the past without a SAM registration.

Response: No.

Question 79: RFP, Section IV: Legal and Contractual Information, Item 38: We kindly request that the state consider waiving the performance bond / irrevocable letter of credit requirement for vendors who can demonstrate financial viability and who have a proven track record of successfully delivering projects of similar scope and scale with states' UI systems. The waiver would streamline the procurement and reduce overall cost of services for the state.

Response: The State/Consortium is not prepared to waive this requirement.

Question 80: Attachment A, XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), A. KPI/SLA's, Item 146, Table 5 - KPIs/SLAs, SLA-002: "The Vendor will implement a system for collecting and addressing user feedback." Does this include external users as well as internal users.

Response: This SLA is for internal and external users.

Question 81: Attachment A, XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), A. KPI/SLA's, Item 146, Table 5 - KPIs/SLAs, SLA-001: Will batch server downtime be considered under system downtime? What if such downtime did not have any customer impact?

Response: Batch server downtime will count against the performance standard for reasons of documented Vendor negligence or failure to monitor alert files.

Question 82: Attachment A, XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), A. KPI/SLA's, Item 146, Table 5 - KPIs/SLAs, SLA-005: How will this be measured? How will non-conformance be checked, validated? Metric/Definition is also missing, would you please provide?

Response: SLA-005 encompasses responses to large-scale disasters such as hurricanes, the Great Recession, or the pandemic, if DOL requires significant program changes, or another event with a similar impact that requires increased capacity/capabilities. In such a case, the measure will look at the Vendor's ability to respond to the event quickly and effectively under the circumstances.

Question 83: Attachment A, XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), A. KPI/SLA's, Item 146, Table 5 - KPIs/SLAs, SLA-006: The Vendor's responsibility is to limit defects to less than five percent (5%) of overall monthly maintenance and support items. What is the definition of items here?

Response: The Vendor's obligation includes remediation under the Vendor's maintenance and support responsibilities and shall include all Vendor-generated defects including those above five percent (5%) of the overall monthly work items. Other items include maintenance backlog items

including, but not limited to, tasks, stories, and defect from the Vendor and legacy defects. Please see Amendment 8 above.

Question 84: Attachment A, XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), A. KPI/SLA's, Item 146, Table 5 - KPIs/SLAs, SLA-010: How will non-performance be measured?

Response: It is expected that the Applications Support Vendor and the Infrastructure Services Vendor will work collaboratively with the State Project Manager (SPM), State IT staff, and, as appropriate, the Consortium to accomplish the tasks that arise. Non-performance occurs when the SPM and the State's IT staff all agree and have documented that the Vendor's poor responsiveness or unavailability of its staff outside of a 4-hour window is the reason for the delay in work. Please see Amendment 9 above.

Question 85: Attachment A, XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), A. KPI/SLA's, Item 146, Table 5 - KPIs/SLAs, SLA-012: Is it required to submit production release report monthly as well as after release of product?

Response: Yes.

Question 86: Attachment A, XI. Production Service Level Agreements (SLAs) and Key Performance Indicators (KPIs), A. KPI/SLA's, Item 146, Table 5 - KPIs/SLAs, SLA-015: State will procure tool to for Vulnerability Scan and provide the report to vendor along with level. Is this understanding correct?

Response: Yes.

RFP responses are due Thursday, May 8, 2025, at 3:00 p.m. (Central Time).

If we can be of further assistance, please contact the ITS Solicitation Team at 601-432-8000 or via email at RFP@its.ms.gov.

cc: ITS Project File Number 45732