# Questions in Support of
Mississippi SWIB

## REQUEST FOR PROPOSALS No. 002

| # | Document Location | Question | SWIB Response |
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| 1 | RFP, 25. Ownership of Developed Software<br><br>When specifications require the Vendor to develop software for SWIB, the Vendor must acknowledge and agree that SWIB is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation. | For PaaS/SaaS solutions, a Cloud Services Provider (CSP) would be responsible for maintaining access in terms of performance and availability to SWIB's data. SWIB''s data would be owned by SWIB. SWIB would have access to its data and metadata, but not all of the PaaS/SaaS solution source code. SWIB would have full rights to extract their data at any time during the subscription service. However, PaaS/SaaS CSP does not typically offer system source code because it is inapplicable to software delivered as a service subscription through a multitenant architecture. While it is possible to provide the source code in an escrow account for a configured solution, the source code would only be able to operate in the CSP's PaaS/SaaS environment. Therefore, can SWIB please remove the source code requirements? | The selected vendor will NOT be required to provide source code. |
| 2 | RFP, SECTION VII TECHNICAL SPECIFICATIONS<br><br>1.2 The Vendor must respond with "ACKNOWLEDGED," "WILL COMPLY" or "AGREED" to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the SWIB's sole discretion, being subject to disqualification. | It is our assumption that unless a requirement asks for detail, the response of "ACKNOWLEDGED," "WILL COMPLY" or "AGREED" will suffice in fully answering a requirement. For instance, requirement 6.3.1 states 'Application should support multiple mobile devices and multiple mobile delivery options.' We assume a response of "ACKNOWLEDGED," "WILL COMPLY" or "AGREED" is all that is required for 6.3.1 and the Offeror will not receive a lower score for that item due to lack of description. Will SWIB please confirm our assumptions? | The assumption is correct.<br><br>The offeror will NOT receive a lower score based on response of "ACKNOWLEDGED", "WILL COMPLY", or "AGREED". |

| 3 | Exhibit A Standard Contract<br><br>ARTICLE 3 SCOPE OF SERVICES 3.1 The Licensor agrees to provide to SWIB an ASP based soft skills training system and Services and associated deliverables required to provide, host and maintain a web based 50 application for SWIB as described in this Agreement. While the scope of work for this project is defined by the contract documents set forth herein in the article titled "Entire Agreement", a summary of such work is outlined in Article 3.5 below. | Will SWIB please clarify what this means? Based on the RFP, SWIB requires a SaaS solution where SWIB would not be able to host the solution. Cloud Service Provider will allow SWIB to access the solution via over the internet. No hosting is required by SWIB. Will SWIB please adjust this requirement? | The selected vendor must provide a Cloud solution for data storgare. |
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| 4 | Exhibit A Standard Contract<br><br>4.4 The Software will be accessible at least ninety nine percent (99%) of the time, twentyfour (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of the ASP Services due to causes beyond the control of Licensor. In the event that SWIB or an Active User is unable to achieve the 99% application availability during any given month, excluding scheduled maintenance, required repairs, and unavailability due to causes beyond the control of Licensor, the Licensor shall reimburse SWIB twenty-five percent (25%) of the monthly ASP hosting fees for each twentyfour (24) hour day during which there were any incidents of unavailability. Licensor shall maintain the server at a secured location with restricted access. | Cloud Services Provider (CSP) uses commercially reasonable efforts to make its on-demand services available to its customers 24/7, except for planned downtime, for which the CSP gives customers prior notice, and force majeure events. While availability SLAs can be negotiated in a contract, the calculation is measured quarterly and not monthly.<br><br>Can SWIB please adjust this requirement and specify that the SLA requirements can be negotiated based on the Service provider chosen? | The SLA requirement can be negotiated based on the chosen service provider. |

| 5 | Exhibit A Standard Contract<br><br>Severity Level 1, 2, and 3 | The Cloud Service Provider has different defined severity levels than SWIB.<br><br>Can SWIB please specify that the incident response SLA requirements can be negotiated based on the Service provider chosen? | The incident response requirements will be negotiated based on the chosen service provider. |
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| 6 | RFP, SECTION VII TECHNICAL SPECIFICATIONS<br><br>9.10 Must have flexible, limited use customer communities user access and identity management | Would SWIB be able to clarify the user count and the frequency of logins per month per user for "Customer Community Users"? | The estimated user count is 30 with approximately 20 log-ins per month, per user. |
| 7 | RFP, SECTION VII TECHNICAL SPECIFICATIONS<br><br>9.10 Must have flexible, limited use customer communities' user access and identity management. | Can SWIB please specify what "limited" access is required for "Customer Community Users"? | Workgroups will be established among users and access will be determined based on the workgroup roles. |
| 8 | Exhibit A Standard Contract<br><br>1.1"Active User" means SWIB, workforce participants and any third party consultants or outsourcers engaged by SWIB actively participating on the system in any given month of operation, who shall be bound to the terms and conditions of this Agreement. Licensor does not impose a limit on the number of Active Users accessing or registering to use the system. | Would SWIB be able to provide a count of "Active Users" and their roles within the system? | The SWIB estimates thirty (30) Active Users. Roles will be defined after workgroups have been established. |