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- 1. Is the requirement that the primary and secondary data center be located 1000 miles apart a <u>firm</u> requirement? Will NASWA/ITSC consider proposals for facilities that are 500 miles apart or will this eliminate the bidder from consideration? Will consideration be given to a firm roadmap which includes a secondary site that is over 500 miles from the primary site?
- NASWA/ITSC will consider facilities that are 500 miles apart or more.
- 2. Will an <u>existing</u> line of credit for \$3,000,000 or more satisfy this requirement or is the expectation that a new/additional line of credit will be provided in order to respond?
- No.
- 3. Are these financial requirements enforced on all contractors that are part of a team or only the prime contractor?
- Yes, both will be needed.
- 4. Are there any socioeconomic set-asides related to this opportunity?
- No.
- 5. Past Performance/References Are both commercial and public sector past performances considered valid? Is preference given to state/local past performance submissions?
- Yes, both commercial and public sector references will be considered. It is preferred to see references of project of similar size for a public entity.
- 6. The initial term is listed as 9 months with 3 additional option years. Will NASWA/ITSC consider extending the initial term to 1 year with the ability to execute a termination for convenience clause written into the contract?
- Please see Addendum C. The initial term is 3 years with an option for an additional 3 years.
- 7. Upon termination of a contract, "laaS vendor shall be responsible for all transition costs to another laaS vendor". Is this a blanket requirement or are there specific conditions (e.g. non-performance) in which the laaS vendor is expected to cover transition costs?
- This is for termination of the contract for specific conditions such as non-performance.
- 8. Please clarify on FedRAMP "certification" requirement. The FedRAMP Program Office classifies cloud service providers (CSPs) as follows (http://www.fedramp.gov/[fedramp.gov]):
  - FedRAMP Compliant CSPs
  - FedRAMP Ready CSPs
  - FedRAMP In Process CSPs
  - Please clarify which level(s) is/are acceptable
- FedRAMP Compliant (JAB Provisional, Agency).
- An independent audit for SAS70 is listed as a requirement. SAS70 has been superseded by SSAE16 SOC1 and SOC2 (http://sas70.com/FAQRetrieve.aspx?ID=33300[sas70.com]). Please confirm these are acceptable as replacements for the SAS70 requirement.
- SSAE16, SOC1 and SOC2 are acceptable replacements for SAS70.
- 10. Environment Configurations and Sizing Has NASWA/ITSC already performed an internal sizing estimate and will bidders be evaluated based upon how accurately they size the environment based upon these internal sizing requirements?
- Please see Appendix F.
- 11. How much bandwidth and storage is required for an individual claim and certification that is submitted.
- This is not known at this time. MRM will work with the IaaS provider in the Capacity Analysis plan to address this.
- 12. Can the required Vormetric Data Security Manager, IBM Guardium and IBM DataPower be collocated and crossconnected into the IaaS cloud environment? If so, will these devices be required in the DR site as well?
- Please see Addendum A.
- 13. Can space (rack unit and/ # of racks) and power (in kW) be provided for these devices to assist with sizing and pricing the necessary colocation environment?
- Please see Addendum A.

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- 14. Appendix F includes details specific to a variety of Servers. Assuming that these servers do not operate at simultaneous peak, will NASWA/ITSC consider a reasonable amount of oversubscription of the cloud environment? If so, what does NASWA/ITSC consider reasonable oversubscription levels? 2:1? 3:1? Other? If not, please confirm that bidder should price virtual machines individually per server environment consistent with the information and average utilization metrics provided in Appendix F.
- Bidder should provide price for virtual machines individually consistent with the information and average utilization metrics provided in Appendix F.
- 15. Page 13 Requirement e. This requirements states "The IaaS Vendor must provision sufficient bandwidth from the network service providers to meet the response requirements of MRM". Bandwidth requirements/metrics are not provided in Appendix F: Infrastructure Sizing Specifications". Can NASWA/ITSC please indicate what is considered "sufficient bandwidth"?
- The exact amount of bandwidth that the application is using has not been determined, as there are multiple applications besides MS Unemployment System using the bandwidth.
- 16. 16Will bandwidth be shared among the multiple state environments or will bandwidth be acquired separately and dedicated to each state individually within the consortium?
- Bandwidth should be separate and dedicated to each state individually.
- 17. Page 14 Roles & Responsibilities Please define what is meant by "Server Security". Are there more specific requirements that can clarify this requirement as there are many possibilities/options for securing a server?
- Physical security Obviously IaaS vendor has to provide physical security as mentioned in the RFP. There should be no server breaches, unauthorized personnel access, cross VM attacks, security patches, etc.
- Hardware Security and OS Security Yes IaaS vendor to provide this security along with that there should be no server breaches, unauthorized personnel access, cross VM attacks, security breaches, etc.
- 18. Is there a requirement that the Guardium, Vormetric and IBM devices be collocated in the <u>same data center</u> <u>facility</u> that hosts the laaS cloud environment?
- Please see Addendum A.
- 19. Consider reducing the required distance between the primary and secondary datacenters to a minimum of 300 miles from the currently required minimum of 1,000.
- NASWA/ITSC will consider facilities that are 500 miles apart or more.
- 20. Provide additional information on what constitutes ITSC's determination of fiscal responsibility (Page 7, D. Financials)
- NASWA/ITSC reserves the right to review financials only on the selected Bidders as a method of determining fiscal responsibility.
- 21. Completely remove excessive Credits payable as listed in System Service Levels section.
- This cannot be removed at this time.
- 22. Remove renegotiation clauses of the Hosting Services Agreement
- This cannot be removed at this time.
- 23. Remove liquidated damages and Indemnification clauses of the Hosting Services Agreement
- This cannot be removed at this time.
- 24. Limit total amount of credits/liability to no more than 10% of the monthly service fee
- This cannot be done at this time.
- 25. Remove the ability for each state to transfer venue to any court of appropriate jurisdiction located in any MRM state (Governing law shall be District of Columbia without exception).
- This cannot be removed at this time.
- 26. Provide more information and sizing detail on the desired staging, test, development, training and any other desired hosted environment related to this solicitation.
- See Appendix F. There will not be a test, development or training environments, only production for each state and shared staging.

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- 27. Increase the base year to 1 full year (12 month period).
- See Addendum C.

28. How does MRM expect us to interface with state and federal systems on behalf of MRM?

- No. MRM applications will interfaces directly (using TCP IP, web services, SSH, SFTP etc.) with the state and federal systems. IaaS vendor to provide adequate infrastructure for this.
- 29. Is the FedRAMP certification needed for single or multi-agency?
- Multi-Agency preferred, Single Agency acceptable.
- 30. Do you mind providing a Word document of the RFP so we can answer directly under the terms and redline some of the contractual language?
- A Word version will be posted on Monday, July 27, 2015.
- 31. In Section E (Proposal Plan), subsection 8, line item D states that the laas vendor is responsible for server security. Can you provide detail on what type of security you are expecting? Physical, OS security, application layer security, etc?
- Physical security Obviously IaaS vendor has to provide physical security as mentioned in the RFP. There should be no server breaches, unauthorized personnel access, cross VM attacks, security patches, etc.
- Hardware Security and OS Security Yes, IaaS vendor is to provide server security. There should be no server breaches, unauthorized personnel access, cross VM attacks, security breaches, etc.
- 32. Going forward will EMC AVAMAR be the server backup solution in the cloud or is MRM open to other solutions?
- MRM is open to any secure and cost effective solution.
- 33. Background and Purpose, RFP Page 3 Does the cloud infrastructure and managed services vendor also manage the applications (application support) for the MRM UI or does the vendor only manage the cloud infrastructure?
- The vendor only manages the cloud infrastructure. The consortium has already procured and is working with an existing vendor for application support. The consortium is contemplating to procure a managed services vendor to oversee and coordinate the application support and its hosting, in part depending on the outcome of this procurement.
- 34. III. Solution Objectives, RFP Page 4 "Maintain environments to conform to all state-required audit levels." Are there specific and separate security standards and guidelines for each state in the consortium or is FedRAMP, DISA ECSB L1-2, ITAR, HIPAA, FERPA and CJIS compliance sufficient for all states?
- There are no separate security standards and guidelines for each state. FedRAMP, DISA ECSB L1-2, ITAR, HIPAA, FERPA and CJIS compliance applies to all states.
- 35. III. Solution Objectives, Page 4 and V. Proposal Requirements, E. Proposal Plan, 2. Security, Item b. RFP Page 9 "Adhere to state and federal security standards and guidelines." "Additional certifications in ISO/IES 27001:2005 or Skyhigh CloudTrust are preferred." - Are there specific and separate security standards and guidelines for each state in the consortium or is SSAE16 audit sufficient for all states?
- The same security standards and guidelines apply to all states. Please note, SSAE16, SOC1 and SOC2 are also acceptable replacements for SAS70.
- 36. V. Proposal Requirements, A. Eligibility Requirements, RFP Page 6 What is your preference for Disaster Recovery? Dedicated or Disaster Recovery as a Service (DRaaS)?
- No preference. Vendor to provide a cost effective solution meeting all the requirements as specified in RFP.
- 37. V. Proposal Requirements, E. Proposal Plan, RFP Page 8 Will the MRM consider a logically dedicated USPS FedRAMP certified virtual private cloud with standard terms and conditions or does MRM require a physically dedicated off premise private cloud that is designed and delivered to meet the SLA's and OLA's of this agreement?
- Vendor's solution must meet the SLA and OLA's of the RFP, and will be scored accordingly.
- 38. V. Proposal Requirements, E. Proposal Plan, 1. High-Level Features of the Integrated Infrastructure, Item e. RFP Page 9 Security policies for IRS Publication 1075, is the role of the IaaS vendor only limited to safeguarding the data stored in the storage? (The applications will take into consideration the data security from an application perspective)

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- The proposed solution should ensure that there should be no server breaches, unauthorized personnel access, cross VM attacks, security breaches, etc. Protection of data in transit within the cloud infrastructure is as critically important as protecting the data on storage.
- 39. V. Proposal Requirements, E. Proposal Plan, 3. Capacity, Elasticity, Performance, Environments, Item i., RFP Page 11 "MRM shall finalize response time requirements and how they will be measured prior to going live. MRM will coordinate with application vendor and the IaaS Vendor on this effort." Is it possible to provide response time guidelines before go-live as this may impact overall design?
- Yes, response time guidelines will be provided before going-live.
- 40. V. Proposal Requirements, E. Proposal Plan, 4. Environment Configurations and Sizing, RFP Page 11 Are the three production environments of MRM configured in a similar manner? What is the current configuration of the MRM system for the three states?
- Yes. It's provided in RFP as part of Appendix F
- 41. V. Proposal Requirements, E. Proposal Plan, 4. Environment Configurations and Sizing, RFP Page 11 Are the three production environments of MRM configured in a similar manner?

• Yes.

42. V. Proposal Requirements, E. Proposal Plan, 5. Hardware and Software, Item d., RFP Page 13 - "Utilize more than one network service provider carrier to achieve internet diversity. Each network service provider shall enter data centers at separate points to ensure uninterrupted service due to complete service failures caused by a network cut by one of the providers." Is it a requirement to have dedicated and diverse circuits and carriers to each state location?

• No

43. V. Proposal Requirements, E. Proposal Plan, 5. Hardware and Software, RFP Page 11 - Does the IaaS vendor acquire the application infrastructure/platform software licenses like the web servers, the LDAP or the Active Directory servers?

• No

- 44. V. Proposal Requirements, E. Proposal Plan, 5. Hardware and Software, RFP Page 13 Are each of the appliances, DSM, IBM Guardian and Datapower, physical appliances? Will there be different appliances for each state or will they leverage the same appliances? If they leverage the same, will these appliances segregate the information for each state and also manage the security across each state?
- Two physical (DSM and Datapower) and one virtual (IBM Guardiam). Different appliances for each state. Not Applicable
- 45. V. Proposal Requirements, E. Proposal Plan, 6. Disaster Recovery and Business Continuity, RFP Page 14 Are any of the application in active-active configuration across data centers? What is the availability requirement of the UI system?

• No, 24/7 with 99.5% availability.

- 46. V. Proposal Requirements, E. Proposal Plan, 6. Disaster Recovery and Business Continuity, RFP Page 14 Are any of the application in active-active configuration across data centers?
- See above.
- 47. V. Proposal Requirements, E. Proposal Plan, 9. Other Requirements, RFP Page 15 In addition to the appliances for DSM, IBM Guardian and Datapower, there are two additional software, IBM Database Encryption Expert agent software and Guardium File Encryption agent software, are they physical appliances too? Or are they software which are installed on the servers? Will they be installed separately for each state?

• These softwares are installed on the server. These are not physical appliances. Yes.

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- 48. Appendix A Technical Architecture, 5.2.5 Mobile Application, 5.2.5.1.5 Installation Guidelines, RFP Page 56, Appendix A Page 34 - "The second option is to upload the Android installable package to our own server and provide the link to users. Users can click the link and start the installation process. Depending upon the device, a user may need to change the default settings (Users have to allow the unverified application to be installed) since Google does not verify the android applications that are not on Google Play. In this case, users are expected to have intermediate knowledge of their devices." What are the selected IaaS supplier's responsibilities with respect to supporting mobile application infrastructure/devices/installation
- RFP requirements cover all the aspect of the applications either web, batch, stand alone or mobile. Note that the Technical Architecture document is for reference only and does not define requirements for procurement.
- 49. Appendix A Technical Architecture, 7. Interfaces, 7.1.1 Mainframe Connectivity, RFP Page 78, Appendix A Page 56 "The ACCESS system and the legacy system need to exchange data on a regular basis for the member states legacy systems. Data files (pre-defined format) will be transferred at regular intervals with File Transfer Protocol (FTP). If on the mainframe operating system, secure FTP can be installed, configured and used for maintaining the security of the data transmission." Will the selected IaaS supplier be responsible for initiating/establishing/monitoring and managing FTP connection to the legacy mainframe environment(s)? Will each state require mainframe FTP connections to be monitored and managed?
- Application Vendor will be responsible for initiating/establishing/monitoring and managing FTP connection to the legacy mainframe environment(s). No, not by the laaS.
- 50. Appendix A Technical Architecture, RFP Page 33, Appendix A Page 11 Who is responsible for hosting at the third party data center? Where is the third party data center located?
- The third party data center is the IaaS vendor data center.
- 51. Appendix A Technical Architecture, RFP Page 33, Appendix A Page 11 Is the IaaS provider responsible for installing/configuring/migration the new UI system to the cloud environment?
- No. This will be the responsibility of the application vendor.
- 52. Appendix A Technical Architecture, RFP Page 33, Appendix A Page 11 Will the cloud environment host the development and the UAT environments?
- No.
- 53. Appendix A Technical Architecture, RFP Page 34, Appendix A Page 12 Is the cloud provider responsible to acquire the licenses for the software components of the UI system? If so, who owns the licenses, the state or the cloud vendor?
- No.
- 54. Appendix A Technical Architecture, General Has the MRM consortium conducted any performance tests to determine the physical architecture which will fulfill the MRM performance needs and will allow the cloud vendors to provide the right approach to meet the needs for the batch jobs, web users and mobile users? If so, can you please provide the results?
- No.
- 55. Appendix A Technical Architecture, General The software (the application platform using all the tools specified in table) needed to develop and maintain the UI system, is the IaaS provider responsible to install/configure and maintain them?

• No

- 56. Appendix A Technical Architecture, General Will all of the software products and tools listed in appendix A be installed and configured separately for each state?
- They will be separate for each state.
- 57. Appendix A Technical Architecture, General Will each state have its own database?
- Yes.

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58. Appendix B Operational Service Agreement, III. Maintenance and Support, I. Contact List, RFP Page 128"At least thirty (30) days prior to the start of the Ongoing Services Phase, the Parties (MRM states, ITSC, application vendor, and IaaS Vendor) shall jointly complete a Contact List to identify and document the designated representatives who shall be contacted regarding Support matters under this OSA. In addition, the Contact List shall identify the specific points of contact for Incident progression, escalation, and resolution. The Contact List shall be maintained and updated, at least annually, by the Parties as necessary during the term of this OSA. There shall be a MRM Primary Point of Contact (PPOC) named upon contract signing by ITSC." Is the selected IaaS suppliers ticketing system expected to be the system of record?

- Yes, for the Infrastructure issues (not for the application issues)
- 59. Appendix B Operational Service Agreement, VI. Service Level Credits, A. System Service Level Credits, 4. Credits for Transaction Response Time Service Level Failures, RFP Page 136-137 Transaction response time issues may be the cause of application related issues this could cause disagreement/finger pointing between the IaaS and Application vendor the clause as written does not appear to make the Application vendor responsible in any way May we please have your detailed perspective on this topic for further consideration?

Transaction Response Time Percent in excess of Minimum Transaction Response Time Service Level Percent	Credit Payable
95.0% to 98.9% of transactions	\$1,000
90.0% to 94.9%% of transactions	\$2,000
88.0% to 89.9% of transactions	\$4,000
Less than 87.9% of transactions	The laaS Vendor agrees to negotiate in good faith a Credit that reflects the diminished value of the System to the applicable MRM State

- Bidder shall list any exceptions or confirm that it has no exceptions to any of the terms, conditions or requirements within Appendix B or Appendix C, which may impact the Bidders scoring. Exceptions shall be accompanied by alternative or substitute language, which would be acceptable to Bidder. Conflicts with stated requirements shall be noted in the corresponding paragraphs within Bidder's response format. Additional terms, conditions, or requirements proposed by Bidder for consideration shall be provided with a reference to the corresponding paragraph in the applicable Appendix Document.
- 60. Appendix B Operational Service Agreement, II. Overview, B. Roles and Responsibilities, RFP Page 123 Is it the customers expectation that the CSP integrates our SIEM (Security, Information and Event Management) network security tools with their network security appliances and tools and provide monitoring, management, and reporting using their appliance and tools?
- No, but the consortium is open to discuss the possibility if required.
- 61. Appendix B Operational Service Agreement, III. Maintenance and Support, A. Errors, RFP Page 124 Are these errors specific only to IaaS up to the OS or does it span to application errors as well?
- Only to the laaS up to the OS.
- 62. Appendix B Operational Service Agreement, III. Maintenance and Support, J. Contract Procedures, RFP Page 128 Is MRM's expectation to have the IaaS vendor perform all application availability and performance monitoring and contact MRM for all application related incidents or will this be the responsibility of the application hosting provider?
- Only to the laaS up to the OS.

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- 63. Appendix C Terms and Conditions, RFP Pages 143-179 Acceptance of MRM Terms and Conditions Any imposed structure, which may provide some benefit to MRM from a usability perspective, may produce an unintended consequence that limits how cloud services are delivered. For example, in order for the MRM to fully achieve the benefit of multi-tenanted cloud services on a fixed price basis, vendors must tightly control the scope of their offering and clearly define the roles and responsibilities of the provider and consumer of the service. In general, the price and performance of their service are the direct result of the closely defined scope, business, and contractual terms. Consequently, we strongly recommend that MRM allow each provider to propose their own terms and conditions for the service they offer. Please advise.
- Bidder shall list any exceptions or confirm that it has no exceptions to any of the terms, conditions or requirements within Appendix B or Appendix C, which may impact the Bidders scoring. Exceptions shall be accompanied by alternative or substitute language, which would be acceptable to Bidder. Conflicts with stated requirements shall be noted in the corresponding paragraphs within Bidder's response format. Additional terms, conditions, or requirements proposed by Bidder for consideration shall be provided with a reference to the corresponding paragraph in the applicable Appendix Document.
- 64. Appendix C Terms and Conditions, RFP Page 148 § 6.1 "Vendor will not make available or deliver any Service (or Deliverable) until such Services and Deliverables have passed all applicable testing procedures. Upon the request of ITSC or any MRM State, Vendor will provide copies of all such testing procedures to ITSC or such MRM State." What testing procedures are involved? If not provided by ITSC or any MRM state and instead are developed by the vendor, some or all of these testing procedures may include proprietary Intellectual Property that requires further discussion.
- This can be negotiated with the winning vendor
- 65. Appendix C Terms and Conditions, RFP Page 152 § 9.2 "Independent of the use or operation of the Infrastructure, in no event shall the maximum compensation amount due or payable Vendor under this Agreement exceed the maximum compensation amount stated in Schedule..." Is ITSC trying to break out usage-based costs from other costs? Are there any costs that are not usage-based? Or, does ITSC consider labor to be in a different category (and therefore subject to their max compensation cap)?
- No. This is a not to exceed amount. This is the total all-inclusive amount that can be billed.
- 66. Appendix C Terms and Conditions, RFP Page 163 § 19.5(i) "Taking such other measures as are necessary to ensure the security and confidentiality of the Data and to comply with the information security policies of ITSC and each MRM State in effect during the term of this Agreement." Is FedRAMP / FISMA compliance sufficient? If not will ITSC provide details on these additional policies for vendor review?
- Yes, FedRAMP compliance is sufficient.
- 67. Appendix D Data and Network Security, 2. Location and Security, 2.2 Security, RFP Page 180 "Vendor shall ensure that all security of Vendor Data Systems meets or exceeds the specifications of the National Institute of Standards and Technology (NIST) 800-53, Federal Information Processing Standard (FIPS) 140-2, IRS Publication 1075, and any other Laws." What "other laws"? Please specify.
- Any state specific laws as referenced in the RFP.
- 68. Appendix F Infrastructure Sizing Specifications, RFP Page 197 Please specify the formula that you would like vendors to use to convert the CPU utilization measurements to vCPUs
- CPU sizing on Page 197 is against "Xeon E5-2697 v2 processor". It's up to the vendor's discretion to use any specific formula, but ensure it results in a cost effective solution.
- 69. Appendix F Infrastructure Sizing Specifications, RFP Page 197 Configuration Req: For each UI Application Server, please provide the specific number of CPUs associated.
- CPU sizing on Page 197 is against "Xeon E5-2697 v2 processor". Average and Peak cpu utilization is already provided on page 197.