



## AMENDMENT

**Amendment Date:** May 18, 2021  
**Amendment Number:** 1  
**Bid Event ID:** EVT0007951  
**Closing Date:** May 28, 2021, 2:00 PM CST  
**Procurement Officer:** Neal Farron  
**Telephone:** 785-296-3122  
**E-Mail Address:** [neal.farron@ks.gov](mailto:neal.farron@ks.gov)  
**Web Address:** <http://admin.ks.gov/offices/procurement-and-contracts/>  
**Item:** Unemployment Insurance System  
**Agency:** Kansas Department of Labor

**Conditions:**

1. Question and answer responses are provided on the following pages.

There are no other changes at this time.

A signed copy of the cover page (this page) of the Amendment must be submitted with your bid. If your bid response has been returned, submit this Amendment by the closing date indicated above.

I (We) have read and understand this amendment and agree it is a part of my (our) bid response.

NAME OF COMPANY OR FIRM: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

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**It is the vendor's responsibility to monitor the Procurement and Contract's website on a regular basis for any changes/addenda:**

[https://supplier.sok.ks.gov/psc/sokfsprdsup/SUPPLIER/ERP/c/NUI\\_FRAMEWORK.PT\\_LANDINGPAGE.GBL?&](https://supplier.sok.ks.gov/psc/sokfsprdsup/SUPPLIER/ERP/c/NUI_FRAMEWORK.PT_LANDINGPAGE.GBL?&)

Questions and Answers

Question #	Section # of the RFP	RFP Page #	Question	Response
1	Cover page	1	Will the State consider extending the closing date from May 7, 2021 to May 28, 2021?	It has been extended to May 28th
2	Title Page	1	What is the anticipated start date? The projected Go Live date?	Anticipated project dates are outlined in Attachment 6, UI Modernization Project Major Milestones & Deliverables. This project was included in House Bill 2196, which was signed into law on 04/26/21. More information on HB 2196 can be found at: <a href="http://www.kslegislature.org/li/b2021_22/measures/hb2196/">www.kslegislature.org/li/b2021_22/measures/hb2196/</a>
3	Section 1 – Bidding Instructions	2	"Date of Award through June 30, 2026. (With the option to renew for two (2) additional 12-month periods)". Please confirm if the option years are at the mutual agreement of State and the vendor.	The anticipated go-live date is 2023, with project being inclusive of modernized system delivery and maintenance period through 2026.
4	Section 1 – Bidding Instructions	2	"Date of Award through June 30, 2026. (With the option to renew for two (2) additional 12-month periods)"  Attachment 6 states a project start date of July 2021. Please confirm if the base term of the contract is a 5-year term inclusive of the project and maintenance period.	Reference response provided to Question 3.
5	1.2 Questions/ Addenda	8	When can vendors expect responses to questions be posted to the procurement site? If there is a delay in posting these, would there be a change to the due date? When does the State anticipate providing answers to questions? When will the State provide answers to questions?	As soon as possible
6	Bidding Instructions	8	Will the State allow follow-up questions?	To expedite the process, we will not be doing so.
7	Bidding Instructions	8	Would the State provide an extension to May 28th?	Reference response provided to Question 1.
8	Section 1.6 – Notices	9	Will the State provide an email address as well as a physical address for notices?	Unsure on what your intent is. The solicitation is listed on the procurement and contracts website. Further information may be directed to the Procurement Officer if needed.

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9	1.14 Evaluation of Proposal	10	Can the state provide detailed evaluation criteria along with scoring matrix? Will the state provide weighted values to the evaluation criteria? Will the State share the percentage weighting of the evaluation criteria?	Detailed evaluation criteria and associated weighted and scoring is not available.
10	1.9 Signature of Proposals 1.10 Acknowledgment of Amendments	10	The RFX states 'original signature' and 'signed hard copy' in sections 1.9 and 1.10. Since this is an email submission, could we use electronic signatures?	Yes, that is acceptable.
11	Section 1.17 Disclosure of Proposal Content and Proprietary Information	11	Can the state clarify how they would like the detailed written documentation justifying confidential pages to be submitted?	As described in the section any Proprietary Information is to be provided in a separate document. "All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate document apart from all other documentation. The bidder shall provide detailed written documentation justifying why this material should be considered "Proprietary"." This will prevent public release of proprietary information assuming it is proprietary.
12	2.1 Submission	12	Can the State confirm all the required documents for email submission? Only two are listed, however, in section 2.9 (page 14) the state notes that KDOL_Modernization_Requirements_Response_Sheet.xls must also be submitted.	Proposal response format is outlined in section 2 (p. 12 - 15). Sections 2.3 - 2.13 provide more information on the content that should be included in the 50-page narrative response. Attachment 1 (Modernization Requirements Response Sheet) is to be returned in the attachments and are not subject to the 50 page limit. Attachment 5 (Cost Sheet) is to be part of your Cost Proposal and does not count in the page limit.
13	2.1 Submission	12	For the response to the "Vendor" requirements (Requirements Section 100) can the State clarify the response needed for "How Requirement Met" since SF, CF, and CD do not seem to apply to these questions/requirements.	Indicate whether the vendor Requirement is Met (Yes, No, Partial). If not met or partial, provide a descriptive response of the proposed solution or upcoming release (including date) to meet the requirement.

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14	2.2 Proposal Format	12	The State included this language: "Bidders may add an overview or attachments as needed but should reply to the unique offering in response to the requirements." Do these pages count against the 50 page response limit?	Reference response provided to Question 12.
15	2.2 Proposal Format	12	Please clarify which responses fall under the 50 page limit. It appears that responses to Sections 2.3-2.13 are included but that Attachment 1 (in response to Section 2.9) is excluded.	Reference response provided to Question 12.
16	2.6 Proposal Response, References	13	"The Bidder must have designed, developed, configured, and/or customized, and successfully implemented at least one (1) complete integrated UI solution (Benefits, Appeals, and Tax) within the last five (5) years for paying customers external to the Bidder's organization. The Bidder must supply at least one (1) but no more than three (3) references that verify this qualification item." Will the lack of this requirement disqualify a vendor? Would the State consider removing this requirement or replace it with a "tax solution that is similar to UI system".	The lack of this requirement will disqualify a bidder.
17	Section 2.6 – References	13	Would the State accept these changes: "The Bidder must have designed, developed, configured, and/or customized, and successfully implemented at least one (1) complete integrated UI solution (Benefits, Appeals, and Tax) within the last eight (8) years for paying customers external to the Bidder's organization. The complete integrated UI solution can include situations where the Bidder has implemented Benefits and Appeals integrated with a client's third-party tax system or a client's existing tax system. The Bidder must supply at least one (1) but no more than three (3) references that verify this qualification item."	The state will require the bidder to be able to fulfill the requirement as currently stated

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18	Section 2.8 – Bidder Capabilities	13	Can the summary table described in the second bullet of this section be limited to key staff as it is not possible to identify by name all staff resources by the closing date?	A listing of key staff is acceptable, reference key personnel roles (p.47).
19	Section 2.10 Bidder Contracts	14	Will the State consider including a vendor's standard software license terms in the contract order of precedence in order to define the license grant, the State's use, and any other interests in the vendor's proprietary software?	It may be considered in the order of precedence listed for 3.2 Contract Documents (lessor priority is a given).
20			Can you share any budget information for this RFP?	No
21			Has KDOL received funding approval for this initiative? If not, what is the approval process?	Not available for release
22	Section 3 General question		Will the State negotiate the right for the Awarded Vendor to terminate the contract if the State breaches the contract and is unable to cure the breach within a mutually agreeable period to be included in the contract?	It is unknown at this time what conditions would take place to require such a clause. It can be discussed in negotiations if needed.

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23	Attachment 1 Requirement ID 101.003 and RFP Section 2.6.	n/a	<p>First, in the RFP itself, Section 2.6. References: The Bidder must have designed, developed, configured, and/or customized, and successfully implemented at least one (1) complete integrated UI solution (Benefits, Appeals, and Tax) within the last five (5) years for paying customers external to the Bidder's organization.</p> <p>Second, in Attachment 1 Requirements Response Sheet, Requirement ID 101.003: The bidder has designed, developed, configured, and/or customized, and successfully implemented at least one (1) complete integrated UI solution (Benefits and Tax) within the last five (5) years for paying customers external to the bidder's organization. The core UI Benefits and Tax functionality of the proposed COTS system must be implemented and currently functioning in Production for at least one year, in its entirety, in at least two (2) other customer locations.</p> <ul style="list-style-type: none"> <li>· There seems to be some differences in these requirements. E.g. one references tax and benefits and one references tax, benefits and appeals. Can you please clarify the exact requirement?</li> <li>· Will vendors be automatically disqualified if they submit a proposal and these requirements are not met?</li> <li>· Is it acceptable that a vendor meets the requirement with two out of the three in production (tax, benefits and appeals)</li> <li>· Are the time frames (1 year and 5 years) from the date of submission of the proposal?</li> </ul>	Reference response provided to Question 16.

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24	Section 3.11 Termination for Convenience	17	Will the state reconsider the language in this section or provide examples of reasons that may result in contract termination for convenience?	No this is a State of Kansas required condition. Since this would take place after contract award and with the amount of effort required to establish the contract, this clause is rarely if ever used. Reasons to use are primarily for lack of funding or no longer having a need for the product or service being offered.
25	Section 3.16 Hold Harmless	17	We request that the State establish a super cap on liability in the event of a breach of confidentiality, so that Vendors are not exposed to unlimited liability, consistent with several recent solicitations from the State in which the State has been agreeable to doing so. The State could set a dollar minimum, such as \$2M, in order to protect itself while still affording Vendors certainty about their liability. The suggested language revision to item iii, consistent with past terms agreed to and accepted by the State in recent similar solicitations, is as follows: The Vendor {Contractor}'s liability for breach of its obligations of confidentiality described in Bid Solicitation Section 5.9.1, shall be limited, in the aggregate, to (i) 200% of the fees paid to Vendor in the 12 months preceding the breach of confidentiality or data breach notification and remediation event, or (ii) \$2,000,000.00, whichever is greater.; and We are open to alternatives that the State believes reasonable along the lines shown here.	KDOL will consider capping the liability to no more than the cost of remediating the breach of confidentiality, which include, but may not be limited to, consumer reporting notifications and providing identity theft protection services.
26	Section 3.22 – Staff Qualifications	18	Can the Contractor provide staff consisting of a mix of Contractor employees, affiliate personnel and independent contractors?	Providing all other terms and conditions, vendor qualifications and key staffing roles are met.
27	Section 3.22 – Staff Qualifications	18	For independent contractors can we assume that the requested flow down provisions are not required?	Reference response provided to question 26

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28	Section 3.40 – Payment	20 & 21	Would you please explain the rationale for the holdback extending 4 months after Project Acceptance?	To ensure all program functionality and extended testing time after go live.
29	Section 3.40 Payment	20	Will the State consider releasing the retainage (Holdback) related to each Execution Phase in the Payment Table sixty (60) days after that Execution Phase has been accepted by the State?	Warranty period occurs after go live and acceptance.
30	Payment Table	21	In reviewing the payment table, the total % of payments is 102%. Can you please provide a revised table that documents the payment percentages so that they end up at 100%?	See revised payment table.
31	Section 3.40 Payment	21	In the Payment Table, the date for Data Conversion (9/1/2023) comes after the Go Live date (8/1/2023). Is this accurate?	See revised payment table. The date has been changed to 8/1/2023.
32	Section 3.44 Charge Back Clause	21	Will the state consider adding a "not to exceed amount" for the charge back policy?	No
33	Section 3.46 Materials and Workmanship	22	If the Contractor is required to use Contractor-provided laptops (Section 3.46), can the State please describe the process for connecting external laptops to the State's network?	The Desktop support team and infrastructure team will configure any state issued laptops, MFA and other requirements and work with the individuals to connect to appropriate resources.

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34	Section 3.53 Ownership	23	<p>In order to protect the interests of all licensees of the proposed solution including associated documentation data, tools and utilities, will the State consider clarifying the definition of Work Product; Services to read:</p> <p>“The State owns all deliverables developed for the State in the course of providing Services under the contract that are developed and provided for the sole use of the State including but not limited to all data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract; including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion which are prepared for or are a result of the Services required under the contract.”</p>	KDOL may be willing to negotiate. However, Section 3.53 of the RFP does not contain the term "Work Product; Services."

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35	3.62 - Software Escrow Agreement - Software Escrow Agreement	Pg. 24	<p>“The Awarded Vendor shall maintain copies of the Awarded Vendor-Owned Software System Source Materials in escrow with an independent nationally-recognized technology escrow company pre-approved by the State. The escrowed materials shall include the Custom-Developed Software, the Awarded Vendor-Owned Software, and (subject to any EULA or separate third-party escrow agreement incorporated in this Contract) the Third Party Software, including as to all such Software Upgrades. All costs for establishing and maintaining the System Source Materials in escrow shall be borne by the Awarded Vendor. The Awarded Vendor shall notify the State of each Upgrade to the Software held in escrow”</p> <p>For PaaS/SaaS solutions, a Cloud Services Provider (CSP) would be responsible for maintaining access in terms of performance and availability to KDOL's data. KDOL's data would be owned by KDOL. KDOL would have access to its data and metadata, but not any of the PaaS/SaaS solution source code. KDOL 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 KDOL remove the source code requirements?</p>	KDOL cannot remove any source code requirements that would adversely impact the functionality of the system or jeopardize the purpose of the escrow.

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36	3.63 Security Agreements and Background Checks	25	Can the State confirm that fingerprints and other forms required for both the State and IRS can be submitted via mail/email, as appropriate?	It is recommended that transmission of such confidential information be transmitted in a secure manner. Mailing via the USPS is acceptable for most forms of sensitive data using certified mail (FedEx and UPS also offer similar services). Electronic mail is discouraged. This can be worked out after awarding of contract to ensure documents are transmitted in a secure manner.

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37	3.63. Security Agreements and Background Checks All contracted staff must be fingerprinted and background checked as required per IRS Publication 1075 and any amendments thereto. Please refer to <a href="https://www.irs.gov/pub/irs-pdf/p1075.pdf">https://www.irs.gov/pub/irs-pdf/p1075.pdf</a> , Restricting Access – IRC 6103(p)(4)(C) Section 5.0, 5.1.1.	Pg. 25	<p>We assume this only applies to contractor personnel that are performing the solution implementation services and not the Cloud Service Provider (CSP) personnel that are hosting the solution.</p> <p>For example, CSP engages the services of a background screening vendor to conduct background checks on employees at the time of hire. The CSP also performs background investigations in certain foreign countries. The scope of these checks is subject to local laws in the jurisdictions in which the employee is hired. Can KDOL please modify this requirement accordingly? Does KDOL agree with this interpretation of this requirement? If KDOL mandates that CSP's also needing to meet this requirement, will KDOL be willing to sponsor and pay for these background checks?</p>	<p>The state will not consider modifying Section 3.63 of the RFP as requested. Unemployment compensation information cannot be accessed or stored outside the United States.</p> <p>The data must be completely contained (transmitted, hosted, processed, stored within the legal jurisdiction of the US.) FedRAMP approved government cloud service providers meet the requirements for personnel and background investigations. IRS rules for FTI include "FTI cannot be accessed by agency employees, agents, representatives, contractors, or sub-contractors located offshore— (outside of the United States, its territories, embassies, or military installations). FTI must not be received, processed, stored, accessed, or transmitted to (IT) systems located offshore nor may FTI be sent offshore for disposal. Systems containing FTI must be located, operated and maintained by personnel physically located within the United States (this prohibits foreign remote maintenance, foreign call centers, help desks and the like) and should follow Publication 1075 requirements including the Background Investigation Requirements"</p>
38	3.64 Mandatory Training	25	Can the State confirm that mandatory training will be available online rather than in-person?	Yes, training is provided online.

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39	Section 3.65 Electronic Information Resources Accessibility	25	<p>Vendor's proposed software is capable of being configured to meet most accessibility requirements; however, Vendor cannot guarantee that the system as implemented will comply with the State's accessibility policies because implementation decisions made by the State can impact such compliance. Vendor anticipates working with the State to ensure that the system is compliant to the extent possible. Will the State consider modifying this section as follows?</p> <p>"The Vendor {Contractor} and the State shall be jointly responsible to meet the established and testable standards Level AA of the Web Content Accessibility Guidelines 2.0 (WCAG) per the Revised Standard in Section 508 of the Rehabilitation Act of 1973 for any web-based systems. The Vendor and the State will mutually agree upon an approach for resolving any operational deficiencies the State reports regarding the accessibility of content available on its products or through its services for the duration of the contract."</p>	This is a State of Kansas requirement that vendors must meet.
40	3.66.1 Payment Bond	26	Is this to be provided with proposal submittal? When is it required?	This requirement is eliminated from the proposal.
41	Section 3.66.2	26	What is the amount to be for the Fidelity Bond? When will it need to be provided?	This requirement is eliminated from the proposal.
42	Section 3.66	26	Will the State accept fidelity/crime insurance in place of a fidelity bond?	This requirement is eliminated from the proposal.
43	Section 3.67 – Liquidated Damages	26	Can the State specify the liquidated damage amount and provide the related terms?	The state is willing to negotiate, but will not waive. Business to provide the amount. To be discussed in negotiations.

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44	Section 3.67	26, 27	Will the State negotiate limiting the Awarded Vendor's responsibility for unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of State Data to damages and costs to the extent caused by the Awarded Vendor's breach of the contract?	KDOL will not consider modifying this provision in Section 3.67 of the RFP as requested.
45	Section 3.68 Financial Statements	27	Will the State include the following language at the end of this section, "and it is expressly understood and agreed that Vendor is a privately held company, and any financial reports submitted as a requirement under the RFP shall be considered Confidential Information, and shall not be subject to disclosure hereunder."?	KDOL would be willing to consider this request if permissible under the laws in Kansas. (See, e.g., the Kansas Open Records Act.)
46	3.68	28	Are we able to submit our confidential, audited Financial Statements via secure email or portal separate from the more broad RFP response submission?	You may supply a link or documents for this that are password protected. We will contact you for the password during negotiations if and when we need access.
47	4. Specifications	28	Can the state provide what version of COBOL the current UI system is using?	The state is not seeking any maintenance, nor duplicate the operation of existing code. As such, any reference to the existing codebase is irrelevant. The vendor should provide a new platform that incorporates the functionality as required.
48	4. Specifications	28	Could the State please provide the number of COBOL programs?	The state is not seeking any maintenance, nor duplicate the operation of existing code. As such, any reference to the existing codebase is irrelevant. The vendor should provide a new platform that incorporates the functionality as required.
49	4. Specifications	28	Could the State please provide the number of screen layouts?	The state is not seeking any maintenance, nor duplicate the operation of existing code. As such, any reference to the existing codebase is irrelevant. The vendor should provide a new platform that incorporates the functionality as required.
50	4. Specifications	28	Could the State please provide the size of database in number of GB?	The existing system has multiple databases, across multiple systems. The vendor should scale their system to accommodate over 2 million current and historical claimants.

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51	4. Specifications	28	Is KDOL interested in solutions that leverage your existing technology investment(s) to achieve faster time to implement and lower cost? For example, we understand that KDOL is currently leveraging Siebel as a robust case management system of record to store the data, run the back-end processes, and manage the operations of the unemployment insurance system. Or, is the Department only interested in a full replacement of its existing systems?	No
52	4. Specifications	28	Is KDOL interested in leveraging innovative SaaS applications to drive better engagement with citizens and to enable digital transformation with modern interaction channels?	The state is looking for a solution that has been proven in other states (Requirement 101.003). Rewriting the existing code is not in scope.
53	Summary of Requested Services -	29	<p>“The KDOL UI Modernization solution will utilize a proven, pre-deployed solution modified for the KDOL environment. A complete solution will require customized development; however, this request is not for a custom-written application but instead a configurable product.”</p> <p>Is KDOL looking for a COTS off the shelf solution or would consider a modernized UI re-written into modern codes and cloud-native architecture?</p>	The state is looking for a solution that has been proven in other states (Requirement 101.003). Rewriting the existing code is not in scope.
54	4. Specifications	29	Can the state provide the list and frequency of state and federal reports that will be required by the new UI system?	Replace and Create Reports is included in the Statement of Work.
55	4. Specifications	29	Does the state have a Financial system that will interface with external banking vendors, or is the intent that the UI system will directly perform these functions?	Reference response provided to Question 48.
56	4. Specifications	30	Can the state provide how many lines of COBOL are in the current UI system?	The state is not seeking any maintenance, nor duplicate the operation of existing code. As such, any reference to the existing codebase is irrelevant. The vendor should provide a new platform that incorporates the functionality as required.

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57	4. Specifications	30	Can the state provide what version of VSAM the current UI system is using?	The state is not seeking any maintenance, nor duplicate the operation of existing code. As such, any reference to the existing codebase is irrelevant. The vendor should provide a new platform that incorporates the functionality as required.
58	4. Specifications	30	The graphic on page 30 does not reflect the VSAM data repositories. Can the state give more information on how the VSAM data repositories are utilized in the current UI system?	The state is not seeking any maintenance, nor duplicate the operation of existing code. As such, any reference to the existing codebase is irrelevant. The vendor should provide a new platform that incorporates the functionality as required.
59	UI Summary	31	Please provide a breakdown in the number and types of users anticipated for the new system.	The new system must be scalable to accommodate demand quickly, as required.
60			Can you provide a quantity of users who will need access to the solution in the following capacity? a. Administrators b. Call Center Agents – Actively working on unemployment claims c. User with view only access – for reporting and status updates d. End users i.e. citizens and partners who are using the system for knowledge base, self-service, and submission of inquiries via a web portal	The new system must be scalable to accommodate demand quickly, as required.
61	4. Specifications	31	Based on the provided 2020 data, what does the State envision regarding caseload going forward?	Operational metrics are provided for 2017 – 2020. These volumes fluctuate depending on unemployment claim rates, recessions, disasters, new business registrations, and other UI demands. Bidders should factor fluctuation of activity levels into account when proposing solution(s).
62	4. Specifications	32	Can the State please list all interfaces and their current protocols.	Reference response provided to Question 48.
63	Scope of Work 6th Bullet	32	What languages are required for correspondence?	English and Spanish
64	Scope of Work	32	What solution does the State use for printing? Is in in-house at KDOL / the state, or does KDOL rely on an external vendor?	State print services

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65	Scope of Work	32	Is there any requirements for imaging or interfacing with State's existing imaging system? Or should the provider propose a solution?	Vendor should include this in proposed solution(s).
66	SOW: Task 1	33	There are several plans listed as deliverables. Does the bidder need to submit draft plans as part of the submission? If so, do they count against the 50 page limit.	The awarded vendor will be responsible for providing documents and work products upon negotiation and project kick-off.
67	SOW: Task 3: Design Holistic UI Replacement System	34	Can the state please provide a definitive list of systems to be retired?	Please refer to the list of requirements.
68	SOW: Task 4	34	Does the State have a preference for cloud versus on premises? This impacts pricing in the Cost Sheet.	Please provide pricing for any solution or options presented. This would be best in your narrative discussing alternatives in the Cost Proposal.
69	Task 3: Design Holistic UI Replacement System	34	Does KDOL have a preferred Cloud-Provider?	No; but the chosen provider must be FedRamp certified, as well as meet with security requirements as noted.
70	SOW: Task 4: Assess Infrastructure	34	Will the State clarify that Vendors are not expected to provide the VPN solution used to connect KDOL employees to the system?	KDOL employees will use KDOL/OITS provided VPN solutions
71	SOW: Task 4: Assess Infrastructure	34	Could the state provide an inventory of the enterprise tools, licenses, and capabilities that are available to be leveraged by the bidder for the duration of the implementation?	KDOL employees will use KDOL/OITS provided VPN solutions
72	SOW: Task 4: Assess Infrastructure	34	Are there any license/hardware expiration dates with the enterprise tools, licenses, and capabilities that the bidder needs to take into consideration for this bid? For example, can the bidder assume that there will be no gap in state provided enterprise tools, license, and capabilities? 2) What are the enterprise tools, licenses and capabilities that the bidder can utilize to reduce the cost to the state?	The vendor should include all tools, licenses, and expense to properly implement and maintain their system.

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73	SOW: Task 4: Assess Infrastructure	34	If the vendor proposes a solution that will be hosted within the State's data centers, are there any space limitations for servers in these locations (e.g., is there space for two 42U racks, six 42U racks)?	There are no space limitations with adequate space for two 42 U racks.
74	SOW Task 6: Migrate Data	35	Can the State provide an inventory of existing data types (e.g., XML, JSON, PDF, flat files) for existing systems expected for migration to the new system?	The State cannot provide any estimate without knowing the data requirements of the vendors system.
75	SOW Task 6: Migrate Data	35	Can the State provide estimates of current database sizes for all data expected for migration to the new system?	Reference response provided to Question 48.
76	SOW Task 6: Migrate Data	35	Can the State provide growth in data volumes for existing system expected for migration for the last three (3) years?	The new system must be scalable and able to handle rapid growth. Past performance of the legacy system is not indicative of future growth.
77	Task 6: Migrate Data and Attachment 3	35	<ul style="list-style-type: none"> <li>· What are the quantity and sizes of all VSAM files?</li> <li>· What are the sizes of the SQL databases?</li> </ul> Are there any other data sources such as legacy desktop databases and/or spreadsheets that require migration?	Reference response provided to Question 76.
78	Task 7: Implement Interfaces and Attachment 3	36	Are the interfaces described in Attachment 3 the complete scope of interfaces? If not, please provide a detailed list.	The diagram is intended as a reference only.
79	4. Specifications	39	Can the state provide the total number of users to be trained and how many to be trained by each job role? Can the state provide estimates for the number of users needing training in each of the following categories: Program and IT Staff, new hires, external users. How many divisions/groups are to be trained? How many total trainees? What is the expected training timeframe?	Create and Conduct Training is included in the Statement of Work.

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80	Task 11: Create and Conduct Training	39	Training Environment – 1) Will the state provide a classroom or multiple classrooms for all training sessions and will be able to access the Training Environment? 2) How many computers will be available in each training classroom? 3) Or how many computers can be set up in the training rooms, if the vendor/contractor is required to purchase the equipment? 4) Is the Vendor/Contractor allowed to use any data from the state that is necessary to use for a successful training session?	Reference response provided to Question 79.
81	4. Specifications	41	How many total concurrent users are to be assumed?	The solution must be scalable.
82	4. Specifications	41	Can the state please clarify on support shift timings?	Not in scope for this RFP.
83	Task 12: Deployment Planning and Execution	41	What is the expected duration to accommodate the requirement of being in production for mock go-lives, before actually going live?	Duration of tasks to be detailed between state and awarded vendor during project planning exercises to ensure that tasks and deliverables are complete for this project phase in support of successful go-live event.
84	Project Processes	43	There are a number of requests to provide information in this section (e.g. The Bidder must describe its Monitor and Change Control process and deliverables.). Where in the state's response format are we to answer these requests? Are the responses part of the 50 page limit?	The vendor may provide a description of the process and deliverables in response. Awarded vendor will be responsible for providing documents and work products upon negotiation and project kick-off.
85	Reports and Meetings	45	The client requests weekly status meetings. Considering the complexity of project, can it be changed to a bi-weekly or tri-weekly schedule?	KDOL and the Awarded Vendor will negotiate project reviews, reports and meetings during project kick-off.
86	4. Specifications	42	In regards to Disaster Recovery, can the State please confirm expected Recovery Time Objective (RTO) & Recovery Point Objective (RPO) for the new UI system?	For a hosted solution, the State would expect basic functionality (ability to file claims and produce payments) within 2 hours. Full functionality should be restored within 8 hours.

Question #	Section # of the RFP	RFP Page #	Question	Response
87	Project Management Practices	43	The RFP references requirements related to Project Process & Delivery Requirements (200) in Attachment 2. The current Attachment 2 does not contain these requirements. Please provide guidance on what actions to take within our proposal. Can you please provide this document?	Project Process & Delivery Requirements are not listed separately for itemized response. Provide responses for these type of activities in the Tasks and Required Project Deliverables Response (section 2.7).
88	Project Management Practices	43	Does the State have any desired tools for project management, requirements tracking, defect and enhancement tracking and documentation repository? If so, please identify the tool?	KDOL does have some standard processes and tools available for use, vendor should be expected to use those tools or bring best practices to KDOL for implementation.
89	Scope of Work - Key Personnel	47	Would the State consider changing all of the "minimum of five (5) years" statements to "minimum of three (3) years"?	Key personnel are expected to be experienced team members in lead positions.
90	Vendor Capabilities – Last paragraph	49	Would the State allow off-shore custom software development provided no State Data or PII leaves the continental U.S.?	All work must be performed in the United States.
91	SOW: Vendor-Furnished Workspace, Provided Software, Travel & Expenses	49	For all remote work contemplated for this effort, can the State please describe the process for contractor staff receiving laptops capable of connecting to the State's network? The custom development would be to prepare the base-line product for user acceptance testing and implementation by Contractor's on-shore staff. This is the same model used by many large software companies.	KDOL is not providing additional laptops for connection, however test and training resources are available for test and training activities.
92	SOW: Vendor-Furnished Workspace, Provided Software, Travel & Expenses	49	Will the state provide any permanent space for the vendor's staff at KDOL's office buildings in Topeka, KS? If yes, can the state provide an estimate of how many workspaces will be available to the vendor?	Most work will be performed virtually, with occasional work in the Topeka, KS offices. Workspaces will be provided depending on the type of work and number of people needed to attend on-site meetings or working sessions.

Question #	Section # of the RFP	RFP Page #	Question	Response
93	Vendor-Furnished Workspace, Provided Software, Travel & Expenses	49	The RFP references a Licensing Plan template. Is there a preferred template that KDOL would like proposers to use in creating the cost proposal relative to software licenses and subscriptions?	No template required for the cost proposal.
94	Section 5. Cost Sheet	50	Some software items for the solution are offered at discounts if pre-paid at contract award. Will the State consider these discounts? How should the Vendor identify these items in the Cost Sheet?	Cost sheet should be provided as part of the response with narrative descriptions that may provide clarity to alternatives to consider.
95	Section 5. Cost Sheet	50	Will the State accept a cost narrative as a supplement to the pricing sheets? The intent of the document is to promote a clear understanding of elements covered in price and accelerate negotiations by avoiding any confusion.	Reference response provided to Question 94.
96	Section 6.5 Disclaimer of Liability	52	It is standard commercial practice to indemnify clients, including public agencies, only for issues that arise related items within the control of the Vendor {Contractor}. Accordingly, we request the State further clarify that the responsibility of the Vendor to indemnify the State with the change below (or similar). The Vendor {Contractor} shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses (Claims) in connection therewith to the extent such Claims arise directly from acts, errors or omissions that constitute negligence or willful misconduct by the Vendor {Contractor}	The DA-146a is a mandatory requirement and is not modified except in extreme and unusual situations. All modifications must be approved by the Department of Administration, Legal Counsel. Exceptions to the State of Kansas Terms and conditions are to be noted in your proposal. These requests may put your proposal at a disadvantage.

Question #	Section # of the RFP	RFP Page #	Question	Response
97	6.8, and clause 4 in DA-146a, section 3.52	6.8/ 53; 3.52/ 22	Will the State negotiate the limitations on provisions that exclude, modify, disclaim or otherwise attempt to limit damages available to the State and its agencies or the Awarded Vendor's liability?	The DA-146a is a mandatory requirement and is not modified except in extreme and unusual situations. All modifications must be approved by the Department of Administration, Legal Counsel. Exceptions to the State of Kansas Terms and conditions are to be noted in your proposal. These requests may put your proposal at a disadvantage.
98	6.8, and clause 4 in DA-146a, section 3.52	6.8/ 53; 3.52/ 22	Will the State negotiate, as part of the final contract, a cap on the Awarded Vendor's liability, an exclusion of consequential and other indirect damages and a disclaimer of warranties that are implied or not expressly Stated in the contract?	The DA-146a is a mandatory requirement and is not modified except in extreme and unusual situations. All modifications must be approved by the Department of Administration, Legal Counsel. Exceptions to the State of Kansas Terms and conditions are to be noted in your proposal. These requests may put your proposal at a disadvantage.
99	Attachments 1 and 2	n/a	Because the same requirements are found in Attachment 1 (Excel version) and Attachment 2 (Word version), do we have the option of responding in either version?	Responses should be provided and submitted using the Excel template.
100	Attachment 1	103.002	What standard and/or what metrics are used to measure the quality of individual performance?	References are to verify the design, development, configuration, customization, and implementation of at least one (1) complete integrated UI solution (Benefits and Tax).
101	Attachment 1	302.002	This requirement is unlimited in scope. Can the State provide any more specificity to provide bidders a better understanding of whether our system meets this via SF, CF, or CD?	System must determine cases to audit based on BAM DOL requirements
102	Attachment 1	302.017	Can the State provide more information on the definition of "final score"?	The System must perform validations and calculate the final score per ETA Handbook requirements
103	Attachment 1	302.05	What/How many performance metrics?	The system must collect and track performance metrics per ETA Handbooks
104	Attachment 1	303	Can the State provide bidders with a copies of the referenced ET Handbooks (e.g., 361, 407)	<a href="https://wdr.doleta.gov/directives/ETA_Handbook.cfm">All current ETA handbooks can be found online at https://wdr.doleta.gov/directives/ETA_Handbook.cfm</a>
105	Attachment 1	302.019, 302.02	Can the State confirm that these two requirements are duplicative? They contain the same text in the Requirement Description.	Yes, they are duplicative; only need to answer 302.019

Question #	Section # of the RFP	RFP Page #	Question	Response
106	Attachment 1	406.006	Define programming time.	Time spent by analysts, system designers, program coders, debuggers, as well as support functions including database and or integration teams.
107	Attachment 1	501.017	There is likely insufficient space in the cell to provide this information, can the State clarify the level of detail for this?	Provide an overview in your Proposal Response (Section 2, p.12-15)
108	Attachment 1	501.035, 501.036, 501.037	Can the State provide more clarification on the "process" they require users to suspend, terminate, resume?	This would be a processing thread or subsystem.
109	Attachment 1	501.047	Can the State provide bidders with KDOL's recovery time objective for enterprise systems? Can the State also provide any expected SLAs?	Typically, 8 hours or less. With Cloud can be much lower of course if multi-zone and DR approach
110	Attachment 1	501.062, 501.063, 501.064, 502.009	Can the State provide guidance on the level of detail they expect for requirements like those listed in the column to the left? These items are not really requirement and the space provided in the cell could be insufficient to provide an adequate response. In general, this is true for all requirements that contain the word "describe."	The vendor should provide an adequate level of detail to describe the product they are presenting, as well as allow for comparisons between vendors.
111	Attachment 1	503.008	What specific systems are currently active? Need scope.	The selected vendor must be capable of integration (using industry standard protocols) with third-parties.
112	Attachment 1	504.001	Can the state please clarify the following requirement?  "The system must include the ability for KDOL to link the test and training environments with other KDOL test and training environments via "test" and "training" interfaces so that KDOL can leverage end-to-end data in test and training as well as production environments."	This requirement stipulates that the chosen vendor will provide a complete test environment, mimicking the production environment. In the event a production system integrates with an existing process, the test environment must include the same functionality.
113	Attachment 1	505.002	Can the State provide a link or context for the "Agency rules"?	In the event the vendor proposes a hosted environment, the vendor shall ensure that this platform includes any and all equipment, services, connectivity, and redundancy to perform in a stand-alone fashion that fulfills all requirements contained within the RFP."

Question #	Section # of the RFP	RFP Page #	Question	Response
114	Attachment 1	506.001, 506.002, 506.003, 507.001, 704.009	There is insufficient space contained within a cell in Excel to fully respond to these requirements (and many more). Can the state provide guidance on what a sufficient "level of detail" would contain?	The vendor should provide an adequate level of detail to describe the product they are presenting, as well as allow for comparisons between vendors.
115	Attachment 1	506.086	The system must include all functionality necessary to graphically present information for decision-making.  Please elaborate on what the state is looking for here.	The system must be capable of providing reports, graphs, and other reporting visibility to business users to enable efficient and effective decision-making.
116	Attachment 1	507.021	What is the acceptable performance metric?	The running of reports, queries, or analysis should not impact the operation of the production system.
117	Attachment 1	606.006	What types of future issues would be required?	Any separation or availability issue: Quit, Discharge, Leave of Absence, Labor Dispute, Job Refusal, Job Offer, Able, Available, Child Care, School, Transportation, Seeking part time work, Substitute Teaching, Self Employment, Officer of a Corporation, Worked Full Time, Looking for Work, Wrong Last Employer, Workers Compensation, Back Pay, Severance Pay, Vacation Pay, Holiday Pay, WARN, Pension, Reasonable Assurance, Professional Athlete, Citizen issues,
118	Attachment 1	703.064 and 703.065	What are the specific Kansas law(s)?	See example of the "Fund Control Table" attached These change per legislation.
119	Attachment 2 – General		There are several references to correspondence throughout Attachment 2. Can State advise on the overall number of expected correspondence documents that the system will be expected to provide?	A minimum of 1 document for each claim filed. The number could increase substantially depending on the individuality of the claim.
120	Attachment 2 – General		Is TRX limited to TRA/ATAA/RTAA? Or does it include TAA Allowances and the process lifecycle around these education enrollments?	There is no such thing as TRX this appears to be a typo.

Question #	Section # of the RFP	RFP Page #	Question	Response
121	Attachment 2 - 101.004	1	Are there any security clearances required for Contractor resources?	Individuals assigned to sensitive positions will require background checks according to IRS Pub 1075 and KDOL policies. Contractors will NOT be allowed to have access to FTI.
122	Attachment 2 - 101.002	1	"The bidder must supply at least one (1) but no more than three (3) references that verify this qualification item." - is this referring to 101.003 or 101.001?	This refers to requirement 101.001.
123	Attachment 2 - 101-003	1	Would the State accept the following changes: The Bidder must have designed, developed, configured, and/or customized, and successfully implemented at least one (1) complete integrated UI solution (Benefits, Appeals, and Tax). The complete integrated UI solution can include situations where the Bidder has implemented Benefits and appeals integrated with a client's third-party tax system or a client's existing tax system. The core UI Benefits and/or Tax functionality of the proposed COTS system must be implemented and currently functioning in production for at least one (1) year in its entirety and is active in at least two (2) customer locations.	No
124	Attachment 2 - 301.002	4	"Complete compliance with all Federal and Kansas laws, statutes, regulations, policies, standards, and industry best practices;" Would you please clarify what this is in relation to?	This question is quite broad in its scope. However, without greater specificity, whatever aspect of the system is being built must comply with all Federal and Kansas laws, statutes, regulations, policies, standards, and industry best practices.
125	Attachment 2_UI Requirements.docx 500: Technical Requirements 501.005	12	Can you provide a number of internal users that would be using the system?	The system should be scalable to at least 1,000 concurrent internal staff members.

Question #	Section # of the RFP	RFP Page #	Question	Response
126	Attachment 2_UI Requirements.docx 500: Technical Requirements 501.005	12	Can you provide the number of claimants that are currently in the system?	The system should be able to hold both active and historical users of over 2 million.
127	Attachment 2_UI Requirements.docx 500: Technical Requirements 501.046	13	What is KDOL's recovery time objective for enterprise systems? Is there a defined RPO (Recovery Point Objective) also?	2 hours or less. With Cloud can be much lower of course if multi-zone and DR approach
128	Attachment 2 - 502.104	22	How many "publish/subscribe" services are there and how many interfaces will be necessary for this requirement? Can you provide a list of these systems and interface requirements?	Updated model available upon contract award.
129	Attachment 2 - 502.107	22	What functionality is needed in that makes interfacing with telephones necessary? Can you advise how this is used?	Voice response systems, such as claim status, filing of weekly reports, etc.
130	Attachment 2_UI Requirements.docx 500: Technical Requirements 503.009	16	Can KDOL provide more details on the existing technical environment to help quantify the amount of data that exists? Additionally, any additional technical information in terms of current versions and software details would be appreciated.	The existing environment includes mainframe, SQL, and numerous ad hoc databases across numerous platforms. This includes Oracle, MS-SQL, SAP, Excel, Access, and even text files.
131	Attachment 2 - 506.126	23	For this requirement, can you advise what audio/video third party vendors you are currently using or expecting to be utilized by the system and how it is expected they will be used?	The state expects a system that is integrated with the solution, allowing support staff to interact with claimants. The basic requirement is to allow an integrated solution for claimants to self-serve, then be able to "click for help". Creative or innovative solutions are encouraged.

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132	Attachment 2 - 506.186	29	Can you clarify this requirement by providing an explanation of how you envision this functionality being utilized by staff/the system in a business sense?	This would allow support staff to document interaction with callers with a minimum of keystrokes. For example, by using key field indicators (@SSN, @ADD1) fields could be filled within a template.
133	Attachment 2 - 507-017	20	Is this functionality expected for internal staff searches, or is this expected for Claimant/Employer/TPA searches from their portals?	This would be used by internal support staff.
134	Attachment _2_UI Requirements.docx 500: Technical Requirements 508.03	13	Can we assume that "EDD" should be replaced with "KDOL?"	Yes, this should be KDOL
135	Attachment 2 - 601.052 Attachment _2_UI_Requirements.docx 600: UI Benefits 601.052	37	This requirement seems to be incomplete. Can State please clarify? The requirement in 601.052 states "The system must allow Staff to perform the following and The system must take appropriate action based on business rules and information received:" Given the requirement ends in a colon, it implies there should be more data points included. Please clarify.	We are not sure what else is needed as the requirements follow the colon
136	Attachment 2 - 601.054	37	This requirement seems to be incomplete. Can State please clarify?	Bulleted list is provided in 601.053.
137	Attachment _2_UI_Requirements.docx 600: UI Benefits 601.054	37	The requirement in 601.054 states "The system must allow Staff to perform the following, and the System must take appropriate action based on business rules and information received:" Given the requirement ends in a colon, it implies there should be more data points included. Please clarify.	Bulleted list is provided in 601.055.
138	Attachment 2 - 601.095	40	This requirement seems to be incomplete. Can State please clarify?	This should be the last bulleted item in 601.094.

Question #	Section # of the RFP	RFP Page #	Question	Response
139	Attachment _2_UI_Req uirements.d ocx 600: UI Benefits 607.025	49	Please elaborate more on below requirement - Special pull-backs (fraudulent accounts)	<p>This is similar to Attachment_2_UI_Requirements.docx 600: UI Benefits, 601.023. There are times when we will need to pull back payments from either debit cards or ACH deposits due to fraudulent activities. These are "special pullbacks".</p> <p>The system must support the following alternate activities and special cases:</p> <ul style="list-style-type: none"><li>- Pull/cancel a payment</li><li>- Returned ACH payments</li><li>- Account for returned payment (note is was a fraud payment)</li><li>- Possibly reissue payment to the correct claimant.</li></ul>

Question #	Section # of the RFP	RFP Page #	Question	Response
140	Attachment _2_UI_Req uirements.d ocx 600: UI Benefits 612.036	56	Please provide more information on the following points- 1. The Special investigations 2. Former KDOL employee files a non-liable Last Employing Unit (LEU) claim 3. DUA claims-2 specific fraud decisions for DUA 4. Multi-Claimant schemes	<p>1.) Special Investigations is the criminal prosecution unit. This question needs to be directed toward them as I have no information on how the modification has impacted their unit.</p> <p>2.) The Fraud Unit doesn't have a Last Employing Unit. That being said, if the question is regarding former KDOL employees involved in the non-liability clause, then that information is not maintained by the fraud unit.</p> <p>3.) I believe we are currently utilizing the PUA program as a form of DUA. Is the question asking for 2 examples of PUA fraud decisions, or how we utilized current resources to support the determination?</p> <p>4.) Again, is the question asking for 2 examples? In one scheme, scammers have offered to help individuals file claims for unemployment benefits. The scammers then ask for personal information including social security numbers and dates of birth. It is being reported that scammers may ask you to provide payment, or your credit card information, in assisting you in filing or qualifying for your unemployment benefits. You do not need to pay anyone to file or qualify for your benefits.</p> <p>Fraud Scheme Using Green Dot Bank: fraudsters are filing claims with stolen identities all having Green Dot Bank as the Financial Institution. Most of the claims had "tech" in their email address, for example: techshop8801@gmail.com or techngo8803@gmail.com. All filed with an occupation of "Manager" with either Walmart or ROSS Dress for Less. This is not just unique to KS, but other states as well.</p>

Question #	Section # of the RFP	RFP Page #	Question	Response
141	Attachment _2_IO_ Requirements docx Requirement ID 703.04 The system must interface with the audit program to allow uploading of Wage Record adjustments with the inclusion of misclassified penalties.	p. 61	The requirement mentions interfacing with 'the audit program'. Does KDOL have an audit program that needs to be interfaced with or is the program to be provided by the bidder?	KDOL has an Audit Program called COMPAS. We are contracted with MTW Solutions LLC for the COMPAS system.
142	Attachment 2 - 700.005	58	Can the current numbering scheme to create the unique ID be provided?	Solution must be capable of providing creation of unique ID for employers. Specific logic for creation of IDs to be provided to awarded vendor during requirements validation and design phases.
143	Attachment 2 - 703.009	59	Is this actual deletion of data or a soft delete meaning data is no longer visible but still present for auditing purposes?	I believe it is giving the employer the ability to edit a SAVED quarterly wage report online. This section is not related to auditing so do not think has anything to do with audits.
144	Attachment _2_UI_ Requirements.docx 700: UI Tax Requirements 704.012	65	Please describe what is the Rule 13 work assignment.	"rule 13" should have been removed in all statements. Should just allow for a hearing request etc. Notify staff of an assignment - is the correct statement here.

Question #	Section # of the RFP	RFP Page #	Question	Response
145	Attachment _2_UI_Requirements.docx 700: UI Tax Requirements 703.035	61	Please describe the RID freezes to the quarter(s) which can affect the adjustment of quarterly Wage Records by Employer/TPA.	At this time when an audit is in place we freeze or lock the audit quarters. Then at the completion of the audit, or fraud blocks, and other bullets listed we freeze or lock the quarters so an employer can not go online and make adjustments on our determinations since those quarters were determined by an audit, or fraud, etc.
146	Attachment _2_IO_Requirements.docx Requirement ID 703-041 The system will recalculation Total Wages and Kansas Taxable Wages when Wage Record adjustments are processed, as well as adjust tax, and/or interest.	p. 61	If audit program is to be provided by bidder are there any requirements regarding the program being used while disconnected from the agency network or the cloud hosted system?	N/A because we already have a great program. And yes at this time COMPAS does allow us to download an audit to be worked while being disconnected from the agency network.
147	Attachment _2_UI_Requirements.docx 700: UI Tax Requirements 703.045	62	Please describe the below rate components below based on KDOL rules: -Replenishment Tax Rate -Obligation Assessment	I have attached a copy of the surcharge/solvency adjustment scale Kansas currently has in law (Fund Control Table). The Fund Control Table can change per legislation.

Question #	Section # of the RFP	RFP Page #	Question	Response
148	Attachment 2 - 703.056	63	Can a copy or location on the web form KCNS 052 be provided?	Yes, see attached.
149	Attachment 2 - 703.067	63	Can an example of a situation be provided?	Yes, this is called a Voluntary Contribution, we allow employers at the end of the year to make a voluntary contribution to lower their tax rate. Please see the example of the Experience Rate Notice, middle section is the voluntary election contribution.
150	Attachment 2 - 704.002	64	Can you describe what characteristics are involved with this requirement?	Guessing by reading the line above, "characteristics of an employer account", we have an audit program that allows us to select different characteristics of a business such as different NAICS codes to pull to target certain employers. I am guessing this item is not necessary since we have the COMPAS audit program.
151	Attachment 2 - 709.019		Under what circumstances would a single wage report be split across the same employer for the same quarter? Is it tied to locations?	Possibly a successorship, and employer goes from a partnership to a corporation, new FEIN but same employer, and the date when the corporation is active is in the middle of a quarter, the wage report would be split between the partnership and corp.
152	Attachment 3	1, 2	Could State provide a list of interfaces due to the images in Attachment 3 being blurry and not possible to read?	Updated model available upon contract award. We can discuss in negotiations as needed.
153	Attachment 4 – Performance and Technical Performance Service Level Measures		The Service Level Measures in Attachment 4 appear to be both Program Level and Technical level measures. Is it correct to assume the Technical Performance Measures on the last 2 pages of Attachment 4 are the desired service measures that would apply to the Contractor?	Technical performance measures for the expected system are listed. Service Level Agreements to be negotiated upon contract award.

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154	Attachment 4 – Performance and Technical Performance Service Level Measures		It is assumed that Technical Performance Measures would be mutually agreed including related LD's during the contracting period. Is this Correct?	Correct.
155	Attachment 4 – Performance and Technical Performance Service Level Measures		For the Program Performance Measures (first 4 pages of Attachment 4), would State or the Contractor be responsible for reporting on those measures?	Program Performance Measures are the responsibility of KDOL for tracing and reporting. The modernized UI system must be capable of producing data or reports to enable these critical business process measures.
156	Attachment 4 - Response Time (End to End) ≤ 2 Seconds for each page to be submitted, processed, and returned to the user while the system is under peak loads.	NA	This can be difficult to measure and relies on other components outside of the Cloud Service Provider's control. The CSP provides a transparent display of its performance through a public website that KDOL will be able to access at any time during the subscription service. Therefore, can KDOL please remove this requirement?	Response time is a critical element of CSR and user experience.

Question #	Section # of the RFP	RFP Page #	Question	Response
157	Attachment 5 Cost Sheet	N/A	The formula in cell D21 is a sum of cells D11 to D20. Was this intended, since it double-counts some line items?	Total costs for all sections should be provided and not duplicated
158	Attachment 5 – Cost Sheet		Should the cost column for all items be the total cost for the 5-year contract term?	Yes, that is acceptable.
159	Attachment 5 – Cost Sheet		Software for UI system will contain a mix of software license types (one-time, annual fee and per user). The software line item would then contain the total 5-year price for all software products. Is this acceptable?	Please include additional lines or narrative text to describe.
160	Attachment 6		Can the Contractor propose an earlier timeline to GO LIVE as long as all the milestones are met?	Yes, bidders may propose and alternate timeframe for key milestones and activities. The baseline project plan will be determined during project planning and kick-off upon vendor award.
161	Attachment 6	n/a	In Attachment 6, some deliverables (reports) show as due Annually. Are these deliverables due annually until go-live, or post go-live for the term of the relationship?	Many of the reports are for ongoing operations and are required to be reviewed and updated on an annual basis.

Question #	Section # of the RFP	RFP Page #	Question	Response
162	N/A	N/A	<p>Would the State consider adding a standard, mutual non-solicitation clause such as the following? During the term of the Blanket P.O. {Contract} and for twelve (12) months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment or employ (except as permitted below) by itself (or any of its affiliates) any employee of the other party (or any of its affiliates) who was involved in the performance of the party's obligations under the Blanket P.O. {Contract}, unless the hiring party obtains the written consent of the other party. The foregoing provision will not (i) prohibit a publicly advertised general solicitation of employment in the ordinary course of business or prevent a party from employing any employee who contacts such party as a result of such a general solicitation (unless the advertised solicitation is undertaken as a means to circumvent or conceal a violation of this clause); or (ii) be read so as to limit employment opportunities to an extent that would not be permitted under applicable law.</p>	<p>KDOL is willing to negotiate within the purview of Section 3.28 of the RFP.</p>
163	N/A	N/A	<p>Has the State secured a budget for the entire program?</p>	<p>Budget information is not shared during the RFP process</p>
164	N/A	N/A	<p>Are there Women-Owned, Minority-Owned, or Small-Business goals or set-aside requirements for this contract?</p>	<p>No there is not.</p>

END OF AMENDMENT ONE