

1. Question(s)/Statement(s)

Section I.G Bidders Library: The web page accessed through the link provided contains the SOMS RFP and does not contain the System Integrator (SI) Proposal Response as stated in section IV.A.2 SIFTA Functional Lead, item 6. We feel that access to the proposal response is needed in order to be able to confirm existence of SI deliverables generally referenced in the Exhibit A, Specific Deliverables. There are many specific technical questions (tools, languages, technologies, architecture, team size etc.) that review of this material would answer. Review could lead to additional questions that cannot be submitted by the deadline.

- Will the CDCR consider providing access to the SI Proposal Response in an expedited fashion?

Answer(s)/Statement(s):

- Yes; the SI Proposed Response has been placed in Bidder's Library.

2. Question(s)/Statement(s):

- Will CDCR consider an additional opportunity for bidders to submit clarification questions once access to the SI Proposal Response is made available?

Answer(s)/Statement(s):

- Yes. Bidders will be able to ask questions during the Bidder's Conference scheduled for Tuesday, November 17, 2009, from 9:00 a.m. to 12:00 p.m., at 501 J Street, 3rd Floor, American River Conference Room. Verbal answers given during Bidder's Conference will not be binding to the State. Written answers may be provided after Bidder's Conference.
- To participate via telephone the conference bridge is (888) 422-7120 (Participant Code 593331).

3. Question(s)/Statement(s):

- Will CDCR please describe the technologies (HW, SW, network, database, programming languages, development suite, test suite), standards (technical and quality – internal and industry), team size and structure (SI, State, other vendor), project plan (tasks, dates, resources), and project governance (CDCR and external) structure?

Answer(s)/Statement(s):

- Technologies are listed in the SI Proposal in Bidder's library.

4. Question(s)/Statement(s):

- Will CDCR provide a function-point or Line-of-Code estimate for the ensuing developed system?

Answer(s)/Statement(s):

- A complete function-point or Line-of-Code estimate for SOMS is unknown at this time. SOMS is being developed using a customized Commercial-Off-The-Shelf (COTS) software solution. Please recognize that CDCR seeks proposals for independent determination of whether SOMS satisfies its intended use, and user needs, and whether the system satisfies project requirements.

5. Question(s)/Statement(s):

- Will CDCR and/or the SI be required to expose the source code to the SIFTA team for review and analysis?

Answer(s)/Statement(s):

- CDCR is not required to expose source code to SIFTA team. However, CDCR may authorize the SI to expose source code to SIFTA team.

6. Question(s)/Statement(s):

- Exhibit A and other RFP pages contain a watermark that indicates the content is in draft form. Please clarify the status of the content of the RFP by affirming that the content is either final or draft. If the content is draft, please provide a finalized copy.

Answer(s)/Statement(s):

- RFP Section II.D.1 (Contract Form), page 16, does indicate that model contract language is attached to the RFP. The attachment includes a STD 213 (Standard

Agreement), Consultant Services Agreement, Exhibit A (Scope of Services), Exhibit B (Budget Detail and Payment Provisions), Exhibit C (Contractor Insurance), Exhibit D (Business Associate Agreement), and Cost Table.

The attached documents included a watermark entitled "DRAFT" for contract language that may be utilized in the ensuing Agreement. A finalized copy cannot be provided because contract has yet to be awarded.

7. Question(s)/Statement(s):

- Section IV.A Key Staff: Please clarify the term "full-time basis". For example, provide clarification that states SIFTA Key Staff are expected to be available during normal CDCR working hours.

Answer(s)/Statement(s):

- The term "full-time basis" means that Key Staff work hours are expected to be consistent with CPHCS' normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays. Contractors are not currently subject to State furloughs.

8. Question(s)/Statement(s):

- Section IV.B Team Requirements, items 5 and 8: Please clarify the term "multi-year experience" as it pertains to knowledge transfer, training and transition services.
- Will the CDCR consider revising the wording of this requirement to state that multi-year experience can be, or is assumed to be an aggregate of project experiences?

Answer(s)/Statement(s):

- "Multi-year experience" means more than one-year of project-related experiences performing knowledge transfer, training, and production support and transition services.
- CDCR will not revise wording of this requirement. However, the "team requirement" may be met by any combination of Bidder's Key Staff or Subject Matter Experts (SMEs) with an aggregate of more than one-year in project-related experiences (i.e., knowledge transfer, training, production support, and transition services).

9. Question(s)/Statement(s):

- Exhibit B Budget Detail & Payment Provisions, 5 Cost Breakdown: Estimates for Key Staff are detailed. May we add other than Key Staff team resources costs to each deliverable?

Answer(s)/Statement(s):

- Bidders are required to submit all costs associated with each deliverable specified in RFP Section V.B. (Deliverables).

10. Question(s)/Statement(s):

- Exhibit B Budget Detail & Payment Provisions, 5 Cost Breakdown: Please clarify the RFP reference stated in the paragraph immediately prior to the item 5 heading.

Answer(s)/Statement(s):

- The reference to the RFP, "Enterprise Imaging and Radiology Professional Management Services", in Exhibit B (Budget Detail and Payment Provisions), is inaccurate. The "Consulting Services Agreement marked "Draft" has been corrected via Addendum #2.

11. Question(s)/Statement(s):

- Section VI.1.D Proposal Organization, item 9, Section 9-Sample Quarterly Report: The requirement references a deliverable, Quarterly Risk Assessment, for which clarification is needed. Deliverables outlined in section V.B and in Exhibit A reference two Quarterly Risk Assessment deliverables.
- Will the CDCR consider adding detail to section VI.1.D that specifies a template for a discrete SIFTA deliverable?

Answer(s)/Statement(s):

- RFP subsection VI.D.1. requires Bidder's proposal be organized with certain categories (i.e., Cover Letter, Administrative Requirements, Corporate History, Understanding of SOMS Project, Understanding of Engagement, Key Staff, Staffing Plan, Resumes, Sample Quarterly Report, and Cost Worksheet. Bidder's proposal must contain a Quarterly Risk Assessment "template" for use in meeting the risk reporting requirements specified Section V.B. (Deliverables).

- CDCR will not be adding detail to RFP Subsection VI.D (Proposal Organization).

12. Question(s)/Statement(s):

- What is the budgeted dollar amount for this role on the SOMS project?

Answer(s)/Statement(s):

- To receive market driven cost proposals from qualified bidders, CDCR will not disclose the amount budgeted for SOMS SIFTA services.

13. Question(s)/Statement(s):

- Is there a not-to-exceed cost for the price of this proposal?

Answer(s)/Statement(s):

- No.

14. Question(s)/Statement(s):

- Is Leisa Rackelmann (referenced in Section 1.D) or Cynthia Basa-Pinzon (referenced on the Cover Page) the CDCR point of contact for submitting the proposals or further correspondence?

Answer(s)/Statement(s):

- Leisa Rackelmann is the CDCR point of contact for submitting proposals and further correspondence. Refer to RFP page 8, Section I.D (Project Manager), and page 10, Subsection II.B.4 (Questions Regarding RFP) for additional information.

15. Question(s)/Statement(s):

- Section IV.A on page 23. Are key staff requirements to be scored, or are they pass/fail (i.e. each key staff member must meet all requirements or the proposal will be deemed unresponsive)?

Answer(s)/Statement(s):

- Key Staff requirements will be scored in accordance RFP Subsection VII.C (Review and Evaluation of Final Proposals).

16. Question(s)/Statement(s):

- Section IV.A on page 23. Would the State consider a staffing solution where multiple team members are used to fulfill the experience requirements for a specific key staff member?

Answer(s)/Statement(s):

- Notwithstanding Key Staff requirements for SIFTA Team Lead, CDCR may consider a staffing solution where multiple team members are utilized to fulfill the experience requirements for a specific key staff member (e.g., SIFTA Functional Lead and SIFTA Technical Lead).

17. Question(s)/Statement(s):

- Section IV.A.1 on page 23, item 2. Would the State consider accepting experience leading a team of five (5) or more personnel on a multi-year Information Technology (IT) project for a public sector organization other than the State of California?

Answer(s)/Statement(s):

- Yes. CDCR may consider the experience leading a team of five (5) or more personnel on a multi-year IT project for a public sector organization other than the State of California. Such a consideration may impact review and evaluation of a proposal, and would not preclude Bidders from proposing a SIFTA Team Lead (i.e., Key Staff or SME) with the experience requested in RFP Subsection I.V.A.2.

18. Question(s)/Statement(s):

Section V.B and V.C.2, and Exhibit B. The various deliverables tables appear to

conflict in the numbering and naming of deliverables.

- Can the State identify which is the correct deliverable numbering and titles?
- If the State requires Special Studies Reports to be priced (they are not currently in the deliverable pricing tables in Exhibit B), can the State provide an estimated number of hours for each Special Studies Report?

Answer(s)/Statement(s):

- RFP Section V.A. (Tasks) specifies the correct numbering and titles for all task/deliverables to be delivered by Contractor. RFP Section V.B. (Deliverables), Subsection V.C.2. (Summary of Project Tasks), Attachment H (Cost Worksheet), and Exhibit B (Budget Detail and Payment Provisions), Item 5 (Cost Breakdown) have been revised via Addendum #2.
- No. RFP Section V.A.11. (Special Studies) requires Bidder to provide a maximum of twelve (12) ad-hoc studies over term of Agreement (i.e., 48-months with one-year option.).

19. Question(s)/Statement(s):

Exhibit B, Section 5 Cost Breakdown: The deliverable tables appear to restrict the bidder to three full time staff on the project.

- Is this the case?
- Or should the bidder expand the cost tables to include the hours and costs of other non-key staff?

Answer(s)/Statement(s):

- No. Bidders are not restricted to three (3) full time staff on the project. Bidders are required to propose Key Staff, Subject Matter Experts (SMEs), Performance Hours, Hourly Rate, Total by Resource, and Total Cost of deliverable.
- No. Bidders should not expand cost tables to include hours and costs of other

“non-key staff”. However, RFP Section VI.1.D.7 (Staffing Plan) requires Bidders to provide a detailed Staffing Plan that includes when, why, and how SMEs will be introduced into the project lifecycle. For this RFP, SMEs may be considered Key Staff.

20. Question(s)/Statement(s):

Cover of RFP indicates terms and conditions will be CPHCS Special Provisions, state’s General Provisions – Information Technology (GSPD-401IT), and applicable IT contract modules.

- Where are the CPHCS Special Provisions that will apply to RFP 09-018-ITS available?
- The “applicable IT contract modules” are not clearly specified.

Answer(s)/Statement(s):

- CPHCS Special Provisions that apply to RFP 09-018-ITS have been placed in Bidders Library.
- Applicable IT contract modules are IT Purchase Special Provisions and IT Personal Services Special Provisions. Both modules have been placed in Bidders Library and may also be viewed at www.pd.dgs.ca.gov/modellang/ITModules.htm.

21. Question(s)/Statement(s):

The “Consulting Services Agreement” provided in the RFP (no exhibit number provided) references the GTC-307 as the governing document, not the GSPD-401IT.

- Which of the State’s standard terms and conditions are applicable?

Answer(s)/Statement(s):

- General Provisions – Information Technology (GSPD-401IT), effective 04/12/2007.

22. Question(s)/Statement(s):

Section II.D.2. Terms of Contract: This states that the optional one year contract amendment will be “at the same deliverable cost proposed on the Bidder’s Cost Worksheet.”

- Should we assume that all of the same deliverables required for the base contract period, and at the same frequency will be required for the contract extension period?

Answer(s)/Statement(s):

- No. Bidders should not assume that all deliverables required for the base contract period at the same frequency will be compulsory for the extended term.
- In the event CDCR exercises its option to extend contract term, only the deliverable(s) necessary, including cost, will be the same unless otherwise negotiated by CDCR.

23. Question(s)/Statement(s):

- IV.A.3 Do we assume that SIFTA Technical Lead shall have all of the four (4) experiences and knowledge areas listed in the RFP?

Answer(s)/Statement(s):

- Yes. The SIFTA Technical Lead is required to have all four (4) experiences and knowledge areas as listed in RFP.
- RFP Subsection IV.A.3. (SIFTA Technical Lead), page 25, has been amended via Addendum #2 to read: “Bidders proposed SIFTA Technical Lead shall have all of the following:”
- Please see question/answer number sixteen (16) above for added clarification.

24. Question(s)/Statement(s):

- I.V.A.3.3 - SIFTA Technical Lead must have experience with core technologies used by SOMS: Where are these technologies specified as the SOMS SI proposal is not available in the bidder library?

Answer(s)/Statement(s):

- The SOMS SI proposal is now available in the Bidder's library.

25. Question(s)/Statement(s):

- IV.B Team Requirements, Item #2: Please provide more information on what is meant by "Experience performing National Institute of Standards and Technology (NIST) Security Audits."
- Should we assume that this means experience conducting security audits according to NIST standards and best practices?
- Should the experience also include other industry leading standards such as ISO/IEC 27001 and 27002?

Answer(s)/Statement(s):

- RFP IV.B. (Team Requirements), Item #2, has been revised via Addendum #2 to mean that any combination of Bidder's Key Staff or SMEs are required to have knowledge of security audits pursuant to NIST standards and guidelines. NIST is responsible for developing standards and guidelines, including minimum requirements, for providing adequate information security for all agency operations and assets, but such standards and guidelines shall not apply to national security systems.
- No. However, Bidders should assume that this means knowledge of security audits according to NIST standards and guidelines.
- Yes. Bidders may include (team) experience with other industry standards such as ISO/IEC 27001 and 27002.

26. Question(s)/Statement(s):

- IV.B Team Requirements, Item #5: Please provide more information on what is meant by “multi-year experience *performing* knowledge transfer and training services.”
- Is experience managing, overseeing or assessing knowledge transfer and training processes sufficient, or is it required that someone has experience delivering knowledge transfer and training?

Answer(s)/Statement(s):

- “Multi-year experience” means more than one-year of project-related experiences performing knowledge transfer, training, and production support and transition services.
- For SIFTA Team Requirements (i.e., RFP Subsection IV.B., #5), experience managing, overseeing or assessing knowledge transfer and training processes may be sufficient.

27. Question(s)/Statement(s):

V.A. Tasks: 4. Knowledge Transfer and Training Oversight:

- Please provide more information about what is required for task g. “Evaluate project questionnaire *and/or* develop an independent questionnaire for user feedback.
- The “and/or” in this requirement could make this a quite different requirement.
- What type of questionnaire is anticipated?
- Would the SIFTA vendor be required to evaluate the questionnaire content, the methodology for administering the questionnaire, or the results of the questionnaire?
- Likewise, if the SIFTA has to develop the questionnaire, is the SIFTA required to only develop the questionnaire, or also to administer the questionnaire and evaluate the results?

Answer(s)/Statement(s):

- The project questionnaire is to be developed by the SOMS SI for surveying of project staff. If Contractor determines that questionnaire developed by the SI is unsatisfactory, Contractor shall develop an independent survey.
- Yes. The SIFTA vendor is required to evaluate questionnaire content, methodology for administering questionnaire, and results of questionnaire.

28. Question(s)/Statement(s):

8. Security Assessment and Oversight (c)

- Is the purpose of this requirement to conduct an assessment of the Security Plan being developed for the SOMS system?

It is our understanding that NIST 800-18 provides guidance for developing system security plans.

- Should we assume that this requirement is requesting the SIFTA vendor to conduct security audits of the Security Plan developed for the SOMS system as well as implementation of the Security Plan?
- Should we also assume the development and implementation of the Security Plan should be measured against NIST standards and best practices?

Answer(s)/Statement(s):

- Yes. The intent of requirement is that SIFTA vendor will assess the Security Plan developed by the SI.

29. Question(s)/Statement(s):

Page 30: 8. Security Assessment and Oversight (d)

It is not clear if the purpose of this requirement is to perform an assessment of the risk management program for the SOMS system or to conduct an IT related risk

assessment for the SOMS system. It is our understanding that NIST 800 – 30 provides a foundation for the development of an effective risk management program, containing both the definitions and the practical guidance necessary for assessing and mitigating risks identified within IT systems.

- Should we assume that this requirement means conduct an assessment of the risk management program as it relates to how risk management is being integrated into the system development lifecycle (SDLC) process?
- Or should we assume the SIFTA vendor is required to conduct the actual IT risk assessment?

Answer(s)/Statement(s):

- Yes. SIFTA vendor is required to assess the Risk Management Plan as provided by the SI.

30. Question(s)/Statement(s):

Page 31: V.A Tasks: 11. Special Studies:

- Please provide additional information about how point a. and point b differ, if at all.
- How many hours are anticipated for each of the Special Services Deliverables?
- Will the State agree that the scope for any Special Studies shall be mutually agreed upon between the State and the vendor, and will generally be within the scope of the SIFTA contract?
- Please provide an indication (e.g. number of days or hours) of effort required for each of the 12 Special Study Reports, for the purpose of providing a proposed cost for each of these deliverables.

Answer(s)/Statement(s):

- An “ad-hoc study” means unplanned, informal or impromptu (i.e., RFP Subsection V.A.11., Item a) whereas Item b means a planned, formal or prepared special study that is requested by CDCR.

- The number of hours anticipated for Deliverable (Special Studies) is for Bidder to determine.
- Yes. The scope for any Special Studies will be mutually agreed upon by the parties.
- RFP Section V.A.11. (Special Studies) requires Bidder to provide a maximum of twelve (12) ad-hoc studies over term of Agreement (i.e., 48-months with one-year option).

31. Question(s)/Statement(s):

Page 32-35, V.B. Deliverables: Page 36, Section V.C.1.b Deliverable Submission Requirements. Item 3 states that the contractor shall certify that deliverables were reviewed according to the “process prescribed in the Quality Management Plan.”

- Is the Quality Management Plan a separate deliverable for the SIFTA vendor, part of another required deliverable, or a separate document developed as part of the SOMS Project?

Answer(s)/Statement(s):

- The Quality Management Plan is a deliverable from the SI.

32. Question(s)/Statement(s):

- Pg 36: V.C.1.b.4: What version(s) of Microsoft Office does CDCR use?

Exhibit B, section 1 – Conflicting references are made in this section to services being provided on a Time and Materials basis and on a Deliverables basis. There are other references to both payment types in other areas of the RFP.

- What is the method to be used?

Answer(s)/Statement(s):

- Microsoft Office 2007
- Reimbursement for services rendered by Contractor shall be on a deliverable basis. Applicable RFP Sections and Exhibit B (Budget Detail and Payment Provisions) have been revised for clarity via Addendum #2.

33. Question(s)/Statement(s):

- Exhibit B, section 4 – An apparently incorrect reference to the Enterprise Imaging RFP is included at the end of section 4.

Answer(s)/Statement(s):

- The reference to the RFP, "Enterprise Imaging and Radiology Professional Management Services", in Exhibit B (Budget Detail and Payment Provisions), is inaccurate. The "Consulting Services Agreement marked "Draft" has been corrected via Addendum #2.

34. Question(s)/Statement(s):

Page 37: Section V.C.1.d Notice of Deficiency. This section indicates that "Upon notice of deficiency, the Contractor shall within two working days do the following:

- Should there be an "or" after item 1 in this section?

Answer(s)/Statement(s):

- Yes. RFP Subsection V.C.1.d. (Notice of Deficiency), page 38, has been amended via Addendum #2 to read: "1. Correct deficiencies and resubmit deliverable for acceptance; or"

35. Question(s)/Statement(s):

Page 38: Section VI.C.1.h Reporting of Deliverable Development Progress:

- Is the Monthly Project Status Report a required deliverable of the SIFTA vendor?

It was not listed as a required deliverable in Section V.B Deliverables.

Answer(s)/Statement(s):

- Yes. RFP Section V.A. (Tasks) specifies the correct numbering and titles for all task/deliverables to be delivered by Contractor. RFP Section V.B. (Deliverables), Subsection V.C.2. (Summary of Project Tasks), Attachment H (Cost Worksheet), and Exhibit B (Budget Detail and Payment Provisions), Item 5 (Cost Breakdown) have been revised via Addendum #2.

36. Question(s)/Statement(s):

- In addition, Page 69 of the RFP indicates that a status report is to be included with each invoice. Invoices may not be submitted on a monthly basis.
- Please indicate which status reports are required and their frequency.

Answer(s)/Statement(s):

- The "Consulting Services Agreement marked "Draft", Exhibit B (Budget Detail and Payment Provisions), Item 1 (Invoicing and Payment), has been corrected via Addendum #2. RFP Section VI.C.1.h (Reporting of Deliverable Development Progress) requires a brief narrative on Contractor's progress and risk(s) as part of the deliverable acceptance process.
- RFP Section V.A. (Tasks) specifies the correct numbering and titles for all task/deliverables, including reports, to be delivered by Contractor. RFP Section V.B. (Deliverables), Subsection V.C.2. (Summary of Project Tasks), Attachment H (Cost Worksheet), and Exhibit B (Budget Detail and Payment Provisions), Item 5 (Cost Breakdown) have been revised via Addendum #2.

37. Question(s)/Statement(s):

Page 39: Section V.C.32. Summary of Project Tasks: This section states there is a "column for Bidders to indicate whether or not they agree to provide the tasks described." However, the table does not contain such a column. Also the Proposal Format section does not state where this table would be inserted in the proposal.

- Please clarify whether this table is expected to be included with the proposal, and if the bidder should add a column to indicate intent to provide the task described.

Answer(s)/Statement(s):

- RFP Section V.C.2 (Summary of Project Tasks) has been corrected via Addendum #2. Bidders should not add a column to indicate intent to provide tasks described.

38. Question(s)/Statement(s):

Page 39-40, V.C.2 Summary of Project Tasks: The Deliverable numbers in section V.B and V.C.2 are inconsistent. Section V.B contains deliverables and sub-deliverables 1-8. Section V.C.2, is titled “Summary of Project Tasks” but the descriptions relate to Deliverables 1-10, and the Deliverable Overview column contains narrative that relates the deliverables back to the titles contained in Section V.B.

- Would the state be willing to revise section V.C.2 so that each Deliverable number only has one reference number?

Answer(s)/Statement(s):

- No. RFP Section V.A. (Tasks) specifies the correct numbering and titles for all task/deliverables, including reports, to be delivered by Contractor. RFP Section V.B. (Deliverables), Subsection V.C.2. (Summary of Project Tasks), Attachment H (Cost Worksheet), and Exhibit B (Budget Detail and Payment Provisions), Item 5 (Cost Breakdown) have been revised via Addendum #2.

39. Question(s)/Statement(s):

Table V.1 Row 1, Column C (Due Date): This column states that the due date for Deliverable 1 – Project Management is “with the proposal.”

- Is the bidder expected to submit drafts of the sub-deliverables 1.1-1.3 (p. 32, SVVP, SVVP Work plan Schedule, Staff Management Plan) as part of the proposal?

Answer(s)/Statement(s):

- Yes.

40. Question(s)/Statement(s):

Page 42: Section VI.1.C Proposal Format and Content: Item 2, second bullet: This section states that the schedule, “can be page numbered sequentially within Microsoft Project.” The only reference to a schedule in the Proposal Organization that we were able to identify was in relationship to the SVVP Work plan schedule.

- Is the bidder required to submit a SIFTA project schedule or the SVVP Work plan, as part of the proposal?
- If so, please provide more information about the level of detail that is required with the proposal.

Answer(s)/Statement(s):

- Yes.
- RFP Section V.A.1 (Task Management) requires Bidder to develop a proposal for the SOMS Software and Validation Plan (SSVP) and identify a workplan schedule for each task. The level of detail is to be determined by Bidder.

41. Question(s)/Statement(s):

Page 44-45: Section VI.1.D Proposal Organization: 8. Section 8 Resumes: This section states, “References are required for each Key Staff on each recent project the Key Staff member has worked on in the previous five (5) years.”

- For this requirement, shall we interpret “each recent project” to mean every project within the past five years?
- Would the state consider modifying this requirement to provide Key Staff references for a maximum number of projects (e.g. three) which are most applicable to the SIFTA scope of work?

Answer(s)/Statement(s):

- RFP VI.1.D.8. (Resumes) has been revised via Addendum 1 to delete the word, “recent”. Yes, interpret “each recent project” to mean every project within the past five years.
- No. Given the estimated RFP timetable, CDCR will not modify this requirement. However, CDCR will consider Key Staff references for projects that are applicable to SIFTA Scope of Work.

42. Question(s)/Statement(s):

Page 45: Section VI.1.D Proposal Organization: 10 Section 10 Cost Worksheet:

- Is the Cost Worksheet required to be submitted sealed under separate cover?

Answer(s)/Statement(s):

- No.

43. Question(s)/Statement(s):

Page 50: Section VIII.B Cost Table Instructions: Attachment H – Cost Worksheet states that an electronic Excel Spreadsheet titled “Cost Table.xls” is attached, but we are unable to locate this form.

- Can you send a copy of this form?

The RFP indicates “The minimum project deliverables have been provided for you on the attached Cost Table (Attachment H).”

- If the submitter describes an additional deliverable in its narrative are we permitted to add this deliverable and associated costs to the Cost Table worksheet?
- If the answer is yes, will the cost associated with this additional deliverable be removed for the purpose of calculating associated “costing points”?

- Or will it be included as part of the vendors over all project costs?

Answer(s)/Statement(s):

- Yes. The Cost Table xls has also been placed in Bidders Library.
- Yes. Bidder however should separate out additional deliverable(s) and cost(s) on Cost Worksheet.
- Yes. Cost(s) associated with additional deliverable(s) will be removed for purposes of calculating points.

44. Question(s)/Statement(s):

Consulting Services Agreement (CSA), Item 8 and Exhibit B item 1 indicates "...Contractors hours of performance and ensuing compensation are on a time and materials basis...." Yet in section VIII.B the RFP it states "The State is seeking a fixed price Proposal for all deliverables."

- Will CSA Item 8 and Exhibit B item 1 be modified to specify ...compensation is on a deliverable basis.....?

Answer(s)/Statement(s):

- Yes.

45. Question(s)/Statement(s):

Consulting Services Agreement, Item 8 indicates "...Contractor shall invoice CDCR monthly for Services performed." If compensation is to be on a deliverable basis, then this language will require modification, because the effort associated with generating identified deliverables does not align with monthly invoice submittals.

Answer(s)/Statement(s):

- The "Consulting Services Agreement marked "Draft" has been corrected via Addendum #2.

46. Question(s)/Statement(s):

The T&C's include very broad indemnification language and unlimited Limitation of Liability (LOL) clauses. Our preferred resolution would be that the Receiver modifies this RFP to include the indemnification and LOL clauses that are currently found in the State's ITMAS. Most of the oversight efforts are issued under these this procurement vehicle.

Answer(s)/Statement(s):

- Provision 10 (Indemnification) and Provision 12 (Limitations of Liability) of the Consulting Services Agreement marked "Draft" have been deleted via Addendum #2. The General Provisions – Information Technology (GSPD-401IT), effective 04/12/2007, will be incorporated by reference in the ensuing Agreement.

47. Question(s)/Statement(s):

Two of the SOMS SIFTA Terms and Conditions (Ts&Cs) are very troubling for large firms. The T&C's include very broad indemnification language and unlimited Limitation of Liability (LOL) clauses. Generally, contracts with the State use pre-negotiated terms and conditions, such as the IT Master Services Agreement (MSA) terms and conditions. Using these pre-negotiated contracting vehicles makes it easier for large firms to participate, as the contract has already been through all required legal reviews.

- Would CDCR be willing to replace the model contract with the standard IT MSA Terms and Conditions, or at least modify this RFP to include the indemnification and LOL clauses that are currently found in the IT MSA?
- If not using the IT MSA, KPMG requests CDCR consider the following proposed changes to terms and conditions in the Consulting Services Agreement, and associated documents.

Answer(s)/Statement(s):

- Yes. Provision 10 (Indemnification) and Provision 12 (Limitations of Liability) of the Consulting Services Agreement marked "Draft" have been deleted via Addendum #2. The General Provisions – Information Technology (GSPD-401IT), effective 04/12/2007, will be incorporated by reference in the ensuing Agreement.

Please see question/answer number forty-six (46) above for added clarification.

48. Question(s)/Statement(s):

- Paragraph 6: Would CDCR be willing to modify the final line of the Confidentiality provisions to include “Contractor is authorized to release confidential information covered by this section when required to do so by law, legal process, or applicable professional standards?”

Answer(s)/Statement(s):

Answer(s)/Statement(s):

- Yes. The language requested is acceptable subject to the additional language noted below:

“Contractor is authorized to release confidential information covered by this section when required to do so by law, legal process, or applicable professional standards. However, Contractor shall provide CDCR with five calendar days’ written notice prior to release of confidential information covered by this section.”

- The "Consulting Services Agreement marked "Draft", Provision #6, has been corrected via Addendum #2.

49. Question(s)/Statement(s):

- Paragraph 7: This Termination section does not contain a cure notice in the event of termination for cause. Would CDCR be willing to include the following immediately after the first sentence: “CDCR will provide reasonable written notice of and opportunity to cure any breach(es) that would cause termination in accordance with this section.”

- Paragraph 7: Our Firm tries to avoid providing unfinished materials, therefore, would CDCR consider deletion of the following: “promptly deliver to CDCR the results of the Services to the date of termination”.

- Paragraph 8: This paragraph states “Contractor shall establish a satellite office in the Sacramento metropolitan area and CDCR will reimburse Contractor for actual costs incurred in establishing and maintaining said facility.” As our firm already has an office in Sacramento, and as we do not believe it is the state’s intent to reimburse us for the cost of maintaining said facility, we recommend deletion of this provision entirely.

- Paragraph 10. Indemnification. We strongly feel that the provision in this section is too broad. Please insert “to tangible property” after the words “claim or expense”.

The Contract does not contain a contractual limitation of liability, which likely will preclude our firm from providing these services. Would CDCR consider inclusion of the following: “Except for the indemnification obligations herein, Contractor shall not be liable to the CDCR for any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Contract for an aggregate amount in excess of the fees paid or owing to Contractor under the Contract. In no event shall either party be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs).”

- Paragraph 14: Would CDCR consider inclusion of the following as a final sentence? “In the event of a dispute, the parties agree to participate in non-binding mediation prior to commencing litigation in a court of competent jurisdiction.”
- Would CDCR consider including the following provisions?
- Client Responsibility: CDCR acknowledges and agrees that Contractor’s services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, CDCR. The Contractor will not perform management functions or make management decisions for CDCR.
- Use by Third Parties: CDCR acknowledges and agrees that any advice, recommendations, information, deliverables or other work product provided by the Contractor under this Contract is for the sole use of the CDCR, and is not intended to be, and may not be, relied upon by any third party. Except for disclosures that are required by law or that are expressly permitted by this Agreement, CDCR will not disclose or permit access to such advice, recommendations, information, deliverables, or other work product to any third party without the Contractor’s prior written consent.

Answer(s)/Statement(s):

- Yes. The "Consulting Services Agreement marked "Draft", Provision #7, has been revised, in part, via Addendum #2 (i.e., yes to cure of breach; no to service delivery

services prior to termination date.) .

- Yes. The "Consulting Services Agreement marked "Draft", Provision #8, has been deleted, via Addendum #2.
- No. CDCR will not modify the "Consulting Services Agreement marked "Draft", Provision #10 (Indemnification).
- No. CDCR will not modify the "Consulting Services Agreement marked "Draft", Provision #14
- Yes. CDCR may consider inclusion of the proposed language involving Client Responsibility.
- No. CPHCS will not consider inclusion of the proposed language involving Use of Third Parties.

50. Question(s)/Statement(s):

Exhibit C – Insurance: Paragraph 3:

- Please delete “One Million Dollars (\$1,000,000) per occurrence and”. Before the word “aggregate”, please insert: “per claim and in the”.
- In the last paragraph, please delete “automobile insurance”. The Carrier will not add an additional insured to the Auto policy, only to the General Liability policy. Delete the words “or modification”.
- Delete the second to last sentence (“Contractor’s insurance should be...being non-contributory”).

Answer(s)/Statement(s):

- The "Consulting Services Agreement marked "Draft", Exhibit C (Insurance) has been revised via Addendum #2

51. Question(s)/Statement(s):

Exhibit D, Article 2, Confidentiality: Paragraph 2.1(m): This section states “Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary. We feel that our client should not be defining our IT control environment.

- Therefore, would the state consider modifying this provision?

Answer(s)/Statement(s):

- No. CDCR will not modify Exhibit D, Article 2 (Confidentiality), Paragraph 2.1(m). Although CDCR’s intent is not to define Contractor’s IT control environment, CDCR needs to retain authority to require additional safeguards, as needed.

52. Question(s)/Statement(s):

General Terms and Conditions (GTC) 307: Paragraph 4: At the beginning of the paragraph:

- Would the state consider inserting, “Upon reasonable notice, during normal business hours and in the presence of Contractor personnel,”

Paragraph 5: There is already an indemnification provision in the Consulting Services Agreement.

- Would the state consider deleting this provision?

Paragraph 7: There is already a termination provision in the Consulting Services Agreement.

- Would the state consider deleting this provision?

Answer(s)/Statement(s):

- Provision 14 (Governing Law; State Required Terms and Conditions) of the Consulting Services Agreement marked "Draft" has been corrected via Addendum #2. The General Provisions – Information Technology (GSPD-401IT), effective 04/12/2007, will be incorporated by reference in the ensuing Agreement.
- Yes. GSPD-401IT, effective 04/12/2007, will be incorporated by reference in the ensuing Agreement and includes relevant indemnification language.
- Yes. The Consulting Services Agreement marked "Draft" has been corrected to remove GTC 307 and replace with GSPD-401IT, effective 04/12/2007, via Addendum #2.

53. Question(s)/Statement(s):

In addition to these contractual questions, we have two additional questions about the proposal. Key Staff, Page 23: We request that the state provide additional information about the intended Roles and Responsibilities of the SIFTA Team Lead.

- Specifically, what tasks does the state envision for this individual, and how does this role differ from the Functional and Technical Team Lead Roles?

KPMG feels that the State may get better overall value by allowing the SIFTA Team Lead to be assigned less than 100%, and to fulfill a leadership and management function over the SIFTA Team, which would allow us to propose a different mixture of Subject Matter Professionals across the term of the contract.

Answer(s)/Statement(s):

- The difference between a SIFTA Team Lead and SIFTA Technical and/or Functional Team Lead(s) is the Team Lead must be experienced in: a) providing "expert" team services, and b) leading a team of five (5) or more personnel on a multi-year IT project.
- It is for Bidder to determine and propose what tasks the SIFTA Team Lead will perform in meeting deliverables.

54. Question(s)/Statement(s):

Proposal Format, Page 45, Section 9 is titled "Sample Quarterly Report" but the instructions say the section "must contain Bidder's suggested sample Quarterly Risk Assessment template." Please provide clarification of the content of this section.

- Is it to contain a complete quarterly report template, or only a risk assessment template?

Answer(s)/Statement(s):

- Bidder's proposal must contain a Quarterly Risk Assessment "template" for use in meeting the risk reporting requirements specified Section V.B. (Deliverables). RFP Subsection VI.1.D.9 (Sample Quarterly Report) has been revised via Addendum #2.