

VENDOR QUESTIONS AND ANSWERS
R-89-09-8009
CHILD SUPPORT COLLECTION SERVICES
Q & A period: February 11, 2009-February 23, 2009

Final Question and Answer Document

February 17, 2009

Kate Tussey

INPUT

11720 Plaza America Drive, Suite 1200

Reston, VA 20190

Q1. Who is the incumbent vendor for the CENTRALIZED PATERINTY REGISTRY SERVICES?

A1. Policy Studies, Inc.
1899 Wynkoop Street, Suite 300
Denver, Colorado 80202

February 20, 2009

Jane Williams

Policy Studies Inc.

1899 Wynkoop Street, Suite 300

Denver, Colorado 80202

Q1. Would the state consider transferring files using Secure FTP or an alternative encryption mechanism to ensure the confidentiality of the information in transit?

A1. The state requires vendors to submit proposals that are consistent with the requirements outlined in the RFP. Vendors may, at their discretion include alternate methods, but are first required to describe how the requirement as outlined in the RFP would be met. Upon award of the contract, ODJFS, may consider any proposed encryption mechanisms, but is under no obligation to do so. Proposals will be evaluated and scored based on the vendor's response to the requirement as stated in the RFP.

Q2. Please clarify that offerors should re-number the requirements for their responses so the requirements read 1.-7.

A2. The finalized RFP document had a typo in the numbering of the requirements listed in Section 3.4, A. The vendor should number their proposals responses so the requirements read 1. through 7.

Q3. Since ODJFS has provided a proposal organizational structure that will be easy for evaluators to follow (multiple sections and sub-sections), is it permissible for vendors to number the pages sequentially within each section as long as the section is fully identified in the footer or header?

A3. Yes, it is permissible for vendors to number the pages sequentially within each section as long as the section is fully identified in the footer or header.

February 23, 2009

**Jane Williams
Policy Studies Inc.
1899 Wynkoop Street, Suite 300
Denver, Colorado 80202**

- Q1. Would the State agree that the contractor will not be obligated to indemnify for the State's breach of contract, negligence, recklessness, or intentional misconduct?
- A1. There's nothing to suggest that the contractor would have to indemnify the state for its malfeasance. The only clause refers to section IX, paragraph A, which states that the contractor will hold the state harmless in any claim against the contractor for its own actions.
- Q2. Would the State agree to limit the contractor's liability to the contractor's revenue from the Agreement?
- A2. Generally, no we don't limit the contractor's liability because that is a form of indemnification, which we are prohibited by law from doing.
- Q3. Would the State agree that neither party will be liable for special, indirect, incidental, consequential, punitive, or exemplary damages (including loss of profits, loss of revenue, or loss of good will) for any claim, whether based on warranty, contract, tort (including negligence), strict liability, or otherwise, even if the party has been advised of possibility of such damages?
- A3. We don't limit the scope of damages—the Attorney General's Office is responsible for handling any claims against us and reserves the right to make any decisions affecting how to proceed.
- Q4. Would the state agree that if a rule, policies, procedures, guidelines or changes in regulations in laws affect the cost of providing the services, the State shall make an equitable adjustment in compensation?
- A4. This doesn't seem unreasonable—it could be done through an amendment. If the parties are unable to agree to amended terms, there is a termination at will clause in the agreement. Furthermore, if any change in the law renders the agreement impractical, then contract law allows for the contract to be terminated.

February 23, 2009

**Joe Mamlin
Systems & methods, Inc. (SMI)**

- Q1. Would ODJFS consider an alternative software application to OnBase that allows online accessibility to imaged documents in a manner equal to or better than the OnBase software with a guarantee that legacy images will be converted to the new database?
- A1. The state requires vendors to submit proposals that are consistent with the requirements outlined in the RFP. Vendors may, at their discretion include alternate methods, but are first required to describe how

the requirement as outlined in the RFP would be met. Upon award of the contract, ODJFS, may consider any proposed encryption mechanisms, but is under no obligation to do so. Proposals will be evaluated and scored based on the vendor's response to the requirement as stated in the RFP.

- Q2. Will mandatory qualifications be reviewed in addition to the items in Attachment E?
- A2. Vendors are required to submit proposals that met the mandatory requirements listed in the RFP. If a vendor's proposal does not meet all mandatory requirements, the vendors proposal will be

**THIS CONCLUDES THE QUESTION & ANSWER DOCUMENT
FOR ODJFS RFP#: R-89-09-8009**