



Q1. RFP Section 1.8.1, RFP page 10, Required Copies and Deadline for Receipt of Proposal: Please confirm if the Vendor should submit 1 original proposal, 7 copies and 1 electronic PDF of the Cost Proposal? Also, please verify whether the Cost Proposal should be submitted separately from the Technical Proposal?

R1. The vendor should submit an original and seven copies, including a CD or thumb drive with a copy of the proposal and cost proposal. The cost proposal should be submitted separately.

Q2. RFP Section 1.8.3, RFP page 10, Cost Proposal Forms: This section states Vendors must respond to this RFP by utilizing the cost proposal forms found in Appendix E. Appendix E contains an immigration status form. Was this Section intended to reference the cost proposal forms in Section 5 of the RFP?

Q2. Yes, the Cost Proposal Forms are in Section 5 of the RFP.

Q3. RFP Section 3.3.9.2 page 37: the RFP indicates the Contractor must present a written disaster recovery plan. Does the disaster recovery plan need to be provided in the response to this RFP? If so, will it count toward the 100-page limit?

R3. Yes. No it will not count toward the 100 page limit. Please review amendment 1.

Q4. RFP Section 4.2 and 4.2.5.2, page 49 and 54: Three years of our financial statements comprise approximately 50 pages. Are the financial statements included in the 100-page minimum for the Proposal, including attachments?

R4. Review Amendment 1 on the department's website.

Q5. RFP Section 3.4.8 page 44: This section notes "the contract will be for two (2) years", while RFP Section 1.3 page 7 notes an initial contract term of "three (3) years". Please confirm the length of the initial contract term and subsequent options.

R5. The initial contract will be for two (2) years beginning November 01, 2019 and ending October 31, 2021. Renewals of the contract, as agreed upon by both parties, may be for a one (1) year time period, or any time period that is advantageous to the Department, not to exceed a total of three (3) years, at the option of the Department.

Q6. RFP Section 4.2, RFP page 49, Proposal Form:



- 6.1 Would the State reconsider eliminating the 100-page limit? If not, please confirm that the following sections are excluded from the 100-page limit:
- Response to RFP Section 3.3.9.2 (Contingency/Disaster Recovery Plan)
 - Response to RFP Section 4.2.5.1 Vendor Qualifying Information
 - Response to RFP Section 4.2.5.2 Vendor Financial Stability
 - Response to RFP Section 4.2.5.4 Vendor Certifications
 - Response to RFP Section 4.2.5.5 Attachments
- 6.2 The RFP requires vendors to respond using 12-point font. May vendors use a smaller, still readable font for the following: headers and footers, requirement text, exhibits, matrices, and tables? Yes.
- 6.3 The RFP requires that the font be in black print. Can other font colors other than black be used in section headings and emphasized text?

R6. 6.1 Yes, the following sections: 3.3.9.2, 4.2.5.1, 4.2.5.2, 4.2.5.4, and 4.2.5.5 are excluded from 100 page limit, please review Amendment 1 on the department's website.

6.2 Yes.

6.3 No.

Q7. RFP Section 5: Cost Proposal, RFP page 57: A portion of the Cost Proposal table is cut off. Could you please resend an updated template with the full cost proposal table visible? Also, would it be feasible to provide the Cost Proposal in Word or Excel format to facilitate data input?

R7. Yes, Yes.

Q8. RFP Section 6, page 59: In the Evaluation Criteria (Vendor Qualifying Information G) it lists Contract Performance. What criteria is being evaluated under Contract Performance?

R8. See 4.2.5.1.7 Contract Performance of the RFP document.



- Q9.** RFP Section 7.3.3, page 63: Bidder respectfully requests that the State of Alabama amend this section to include that the State will refrain from using competitors of the Bidder to perform services or inspect premises of the ASDU. This exception is required to preserve the Bidder’s competitiveness in today’s market. Please see below the suggested language to address this concern:

“The State agrees to make reasonable efforts to work in conjunction with Contractor to protect Contractors proprietary materials when assigning competitors of Bidder to perform services referenced herein.”

- R9. Request denied. Changes to contractual language maybe discussed after notification of an award.**

- Q10.** RFP Section 7.3.5 Indemnity, page 63: Bidder respectfully requests that the State of Alabama amend the first paragraph of this section to clarify that bidder shall not be required to indemnify the State if the liability was caused by actions outside the bidder’s control. This exception is necessary to allow the bidder a controlled and reasonable risk management approach to the agreement and the services to be provided by bidder:

“Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State of Alabama, its officers, agents, representative, employees, successors and assigns and other governmental agencies.”

- R10. Request denied. Changes to contractual language maybe discussed after notification of an award.**

- Q11.** RFP Section 7.4.2 Public Liability and Property Damage, page 64-65:

- 11.1. Would the State of Alabama consider reducing the requirement for Liability Insurance for Property Damages to five million dollars (\$5,000,000)?
- 11.2. Would the State modify the requirement associated with Errors and Omissions Insurance to allow for a “claims made” policy?

- R11. 11.1 The insurance must provide the coverage and amount of insurance set out in the RFP. Because individual insurance providers may name or categorize their insurance coverage differently, upon notification of intent to award, the contract the vendor will submit their particular policy for review to insure that it meets RFP criteria.**

- 11.2. No.**



Q12. RFP Section 7.5.7 Suspension of Work, page 67: Bidder respectfully requests that the State of Alabama amend this section to clarify Contractor’s right to payment prior to suspension. This clarification is necessary to allow bidder a controlled and reasonable risk management approach to the agreement and the services to be provided by bidder. Please see below the suggested language to address this concern:

“The Contractor shall be paid through the date of suspension in accordance with 7.5.13.6.”

R12. Request denied. Changes to contractual language maybe discussed after notification of an award.

Q13. RFP Section 7.7.3 Ownership of Documents and Information, page 74: Bidder respectfully requests that the State of Alabama amend this section to clarify bidder’s ownership or proprietary material. This clarification is necessary to provide bidder a reasonable protection of its proprietary material used in connection with this project. Please see below the suggested language at the end of the sentence to address this concern:

“...except for Contractor’s prior proprietary, trademarked or patented materials, even if utilized for this project. The State of Alabama shall not have any residual rights to said materials beyond this Agreement and Project.

R13. Request denied. Changes to contractual language maybe discussed after notification of an award.

Q14. Can the State please provide the correct reference to the subsection referenced in the second paragraph of this section 7.5.13.2 as RFP does not seem to contain Subsection 7.5.14.6.

R14. See Section 7.5.13.6 Termination Claims of the RFP document.



Q15. Pages 7; 44; 57; 58; 66 Section: 1.3; 3.4.8; 5.0; 5.4; 7.5.1

Would the State please clarify the base contract term and optional extension years and amend the RFP and pricing worksheet, if appropriate? The contract term is discussed in the following RFP sections:

Section 1.3 defines the contract term as a three-year term with two possible one-year extension periods, at the option of the Department. The program operational date is defined as November 1, 2019;

In Section 3.4.8, End of Contract Transition Plan, a statement reads, “As noted previously, the contract will be for two (2) years;”

The pricing worksheet in Section 5.0 requests pricing for two years; Section 5.4 requests optional CSU and IVR services be priced for two years; and Section 7.5.1 defines the contract term as a two-year contract with three one-year extension periods.

R15. The initial contract will be for two (2) years beginning November 01, 2019 and ending October 31, 2021. Renewals of the contract, as agreed upon by both parties, may be for a one (1) year time period, or any time period that is advantageous to the Department, not to exceed a total of three (3) years, at the option of the Department.

Q16. Pages 7; 44; 57; 58; 66 Section: 1.3; 3.4.8; 5.0; 5.4; 7.5.1

Would the State please clarify the base contract term and optional extension years and amend the RFP and pricing worksheet, if appropriate? The contract term is discussed in the following RFP sections:

Section 1.3 defines the contract term as a three-year term with two possible one-year extension periods, at the option of the Department. The program operational date is defined as November 1, 2019;

In Section 3.4.8, End of Contract Transition Plan, a statement reads, “As noted previously, the contract will be for two (2) years;” The pricing worksheet in Section 5.0 requests pricing for two years; Section 5.4 requests optional CSU and IVR services be priced for two years; and Section 7.5.1 defines the contract term as a two-year contract with three one-year extension periods.

R16. The initial contract will be for two (2) years beginning November 01, 2019 and ending October 31, 2021. Renewals of the contract, as agreed upon by both parties, may be for a one (1) year time period, or any time period that is



advantageous to the Department, not to exceed a total of three (3) years, at the option of the Department.

Q17. Page 18, Section 3.1.1

Can the State verify the number of payments per month that are posted as unidentified payments (8% or .08%)?

R17. .08%

Q18. Page 32, Section: 3.3.4.7

What credit card types does the State currently accept on the Web payment portal (e.g., Visa, Discover, MasterCard, and American Express)?

R18. **The State does not currently have a Web Payment Portal.**

Q19. Page 32, Section: 3.3.4.7

If possible, please provide the breakdown of payment types utilized through the Web payment portal (credit card, debit card, ACH) by volume and dollar amount.

R19. **Review R18.**

Q20. Page 32, Section: 3.3.4.7

Would the State please provide the convenience fee schedule for payments remitted through the Web payment portal?

R20. **Review R18.**

Q21. Page 32, Section: 3.3.4.7

How many card payments remitted through the Web payment portal fall into the pre-paid category?

R21. **Review R18.**

Q22. Page 35, Section: 3.3.7

Would the State consider pricing alternatives for the Customer Service Unit if they afforded the State complete flexibility as to scope of services provided (pay for only services used)?

R22. **No, however the vendor may include a role structure in their proposals for additional services**



Q23. Page 36, 54 Sections: 3.3.8, 4.2.5.3

Is the vendor's response to RFP Section 3.3.8, Optional Expanded Customer Service Unit, considered to be part of the 100-page response limit? Or, since the response is optional, will the State allow the vendor to provide incremental content and descriptions of the vendor's capabilities and experience in addition to the 100-page response limit?

Additionally, the Technical Proposal outline in RFP Section 4.2.5.3 does not provide a response placement for RFP Section 3.3.8, Optional Expanded Customer Service Unit. Could the State please clarify where they would like vendors to respond to this requirement?

R23. No. If you are providing an outline for the Optional Expanded Customer, tab the section and list it as 33.8.

Q24. Page 36, Section: 3.3.8.1.1

If possible, can the State please provide the following information, broken down daily, weekly, monthly, and annually, as available:

Total number of IVR calls;

Total number of calls answered by a customer service representative;

Average speed to answer;

Percentage of calls abandoned;

Average number of calls during peak times; and

Average handle time for all calls?

R24. This is an automated system with no live representatives. The calls average around 70 to 90 seconds. The 1.82 million calls is annual not monthly.

Q25. Page 45, Section: 3.4.8.1.3 (c)

RFP Section 3.4.8.1.3 (c) states that as a part of the End of Contract Transition, the Contractor must grant DHR the option of a lease assignment, including space leases, if possible. Is this a requirement in the current, incumbent vendor's contract? If so, will the incumbent vendor make the current leased space available to the successful vendor?



R25. Request denied. Contractual language maybe discussed after notification of an award.

Q26. Page 49, Section: 4.2

Section 4.2 of the RFP states: "Proposals must not exceed one hundred (100) pages, including attachments." However, the required supporting documents and plans may exceed this page limit. Will the State please consider allowing the following required items to be placed in an appendix that does not count toward the 100-page limit:

Personnel resumes;

Required 3 years of financial audits, bank references, and supporting documents;

Implementation Plan/Gantt chart; and

Business Continuity/Disaster Recovery plan.

R26. Review R4.

Q27. Page 49, Section: 4.2

Section 4.2 of the RFP states vendor proposals must use "Times New Roman (font), size 12, black print." Do these requirements apply only to the body text of the proposal, or does the State intend that all of the following be black or grayscale and in 12-point TNR font:

Section headings;

Graphics;

Logos;

Charts; and

Photos?

R27. Yes.

Q28. Page 49, Section: 4.2

Section 4.2 of the RFP states: "Do not use adhesive tabs (on pages of the proposal), tabs with paper inserts, sheet protectors, rings or prong fasteners." Will the State clarify whether proposals can be bound using 3-ring binders? If not, what is the State's preferred method of binding?



R28. Yes.

Q29. Page 50, Section: 4.2.5.1.1

Section 4.2.5.1.1 asks vendors to “provide a description and names of the organization’s governing board of directors and the names, titles and responsibilities of all officers, identifying those who are authorized to negotiate a contract with the Department and who have responsibilities and accountability for the contract.” Can the State please clarify that “officers” means individuals elected by the company’s board of directors?

R29. Yes.

Q30. Page 55, Section: 4.2.5.3.1

Section 4.2.5.3.1 states, “Vendors must complete start-up in sixty-nine (69) days.” With contract award scheduled in April 2019 and operations beginning no later than November 1, 2019, would the State provide additional clarity into what is meant by the statement referenced above?

R30. Program must start by November 1, 2019.

Q31. Pages 10; 57, Section: 1.8.3; 5

Section 1.8.3 on page 10 states, “Vendors must respond to this RFP by utilizing the cost proposal forms found in Appendix E.” However, Appendix E of the RFP contains an Immigration Status Form. Is Section 5 on page 57 intended to be a cost form for vendors to use? If so, the form appears to be partially cut off the page. Will the State please provide a new copy of the cost proposal form in Excel format or in a landscape-oriented PDF?

R31. Yes.

Q32. General

Would the State please provide the current staffing levels in the ASDU including number of people by job function?

R32. There are 5 in the mailroom/scanning, 3 processing, 3 customer service and 1 director for a total of 12 employees.



Q33. Section: 3.1.1 and 3.1.2, pages 18-19

For the statistics provided in Sections 3.1.1 and 3.1.2, can the State clarify the period represented by these statistics (e.g., calendar year 2018, State Fiscal Year 2018, or other)?

R33. Fiscal Year 2018.

Q34. Section: 3.3.1.a, page 20

What are the current days and hours of operation for the ASDU?

R34. Monday through Friday 5am to 5pm with some Saturdays.

Q35. Section: 3.3.1.c, page 20 3

“The ASDU will not maintain a payment history or participant address for obligors. It will be required to maintain address information for employers and other states.”

Is the contractor prohibited from maintaining payment history and participant addresses for obligors (in the normal course of business), or just not required to do so?

R35. The contractor is not required to maintain payment history and participant addresses for obligors.

Q36. Section: 3.3.4.3.a, page 29.

“Foreign currency. The Contractor must accept foreign currency.”

Are foreign currency items deposited to the State Treasurer’s depository account, and what are the conversion procedures?

R36. Foreign checks are deposited into the DHR account through the ACSPC. They send the checks to Compass Bank by way of a courier. The bank fills out a collection receipt for the foreign item and sends it to their foreign collections unit for conversion. After it is converted, a credit for the item is received by CSA, who then notifies the ACSPC to receipt the funds. This process can take about 45 days.



Q37. Section 3.3.4.6.a, pages 30-31

“If payments remain unidentified after this three day time period, they will be transferred to CSED on an exceptions report.”

Will the State clarify whether data for the deposited, unidentified payments will also be transmitted on the daily ALECS Payment File after three days of unsuccessful Vendor research, or continue to be maintained only in the ASDU system?

R37. Unidentified payments will be transmitted on the ALECS Payment File after three days of unsuccessful Vendor research.

Q38. Section: 3.3.8, page 36 Can the State provide expected volume for the expanded customer service functions?

Can the State confirm the limit of 10 full time positions is only for the expanded customer services functions and not for all customer service?

R38. Yes.

Q39. Section: 3.4.6.1, page 43

May the manuals and updates referenced in this section all be provided online or in an electronic format only, or is paper also required?

R39. Either method.

Q40. Section: 3.4.8.1.1.c and 3.4.8.1.2.c, page 45

“The ASDU Contractor shall supply the following items to DHR ... : All application software (current version) used to process or support the processing of IV-D and Non IV-D payments.”

Can the State clarify whether the contractor is required to turn over its proprietary software at the end of the contract?

R40. The intent is for DHR to have sufficient information/software to transition from the former vendor to the new vendor.

Q41. Section: 3.5.1.h, page 47

May correspondence directed to the DHR county and State offices be processed and forwarded electronically along with the required log?

R41. Yes.



Q42. Section:

May proposals include graphics and captions in a color other than black?

Regarding the 100-page limit, will the State consider allowing project narrative descriptions to be included as an appendix outside the 100-page limit, so as not to penalize vendors with extensive experience?

Will the State consider allowing the Implementation Plan to be included as an appendix outside the 100-page limit? (Non-incumbent bidders would be expected to have longer plans than the incumbent bidder.)

Are labeled tabs required for each bolded section and subsection of Section 4? For example, is a tab required for 4.2.5.1, 4.2.5.1.1, 4.2.5.1.2, 4.2.5.1.2.a), etc.? 4.2, page 49.

R42. Review R 4, regarding Proposal page limit. Yes tabs are required for the subsections.

Q43. Section 1.3: page 7. The initial contract term is for a period of three (3) years beginning November 01, 2019 and ending October 31, 2022.

Can the State please confirm the estimated contract signing date?

Can the State please confirm the expected start date for the implementation period?

R43. The initial contract will be for two (2) years beginning November 01, 2019 and ending October 31, 2021. Renewals of the contract, as agreed upon by both parties, may be for a one (1) year time period, or any time period that is advantageous to the Department, not to exceed a total of three (3) years, at the option of the Department.

Request denied.

Request denied.

Q44. Section: 2.10 page 13:As part of the initial evaluation, the procurement officer in charge of this solicitation will review proposals received in response to this RFP, for any information deemed a “trade secret” by the vendor and separate identified parts of proposal from public viewing providing the following conditions have been met: (1) confidential information is clearly marked and separated from the rest of the proposal.



Please confirm that confidential information can be submitted in the same binder as the rest of the technical proposal but separated by a tab.

If a separate binder is required, how many copies should be submitted?

R44. Yes.

Q45. Section: 3.3.4.3.c: page 29: Personal and Business Checks. Personal and business checks are accepted by the ASDU. Any personal checks in the amount of \$5,000 or more should be verified with the proper depository before being posted. Documentation of the verification will be placed on the back of the financial instrument. The frequency of this occurrence is approximately 12 per month. Should a cost be incurred, vendor would be responsible. To date there has never been a fee charged by a bank for providing this information.

Is the current ASDU contractor able to verify checks in the amount of \$5,000 or more with the proper depository before posting?

R45. They are with the cooperating banks.

Q46. Section: 3.3.4.7.a: page 31. Large employers may elect to send a file over a modem or on a disc to the ASDU simultaneous with a deposit of associated child support payments in the ASDU State Treasurer's Account.

How many payments are received by modem or disc?

Is email an acceptable method instead of modem?

R46. We currently do not receive any payments by modem or disc. All but one comes through EFT or paper. The State of Alabama payroll currently comes through CSV.

Q47. Section 3.3.4.7.c: page 32. c. Automatic withdrawal. How many payments are received using automatic withdrawal?

R47. Zero.

Q48. Section 3.3.7 page 35 and 36 The daily call volume is around 100 inquiry calls from employers, state and county DHR staff, AOC, court clerk staff, and payors or their legal representatives. Call distribution is heaviest from 8:00am to 10:00 a.m. –and 3:00 pm to 5:00 pm with call lengths averaging to 4 minutes. The majority of customer service inquiries come via letters, email, and fax rather than phone calls.



For Level I customer service what is the monthly volume of inquiries that come via letters, email or Fax?

And, what percentage of these are just forwarded to another office?

R48. 140 are received via letters, email or fax. Few to none are forwarded to another office.

Q49. Section 3.3.8 page 36 and 37: Vendors have the option of submitting a separately priced proposal to provide customer services above the minimum required, as specified in Section 3.3.7. The goals of this additional customer service are:

To relieve CSED and county staff from receiving and responding to routine inquiries relating to disbursement and simple case management issues.

To provide timely and accurate information regarding child support questions and concerns. This unit will be housed and equipped by the contractor.

With respect to the optional customer service unit, how do DHR (State or County) staff currently receive these calls?

Are program participants just calling the numbers of State or County offices, or can any be transferred from the VRU?

What is the estimated volume of live calls that go directly to customer service staff?

Of the volume of VRU calls, how many transfer to customer service staff?

R49. DHR State Office currently receives an average of 1,778 phone calls to the State Office Customer Service number.

Program participants are calling the State and County staff. (No estimate of the number of calls at the county office.)

Zero VRU calls are transferred to Customer Service.

Q50. Section 3.4.2.b page 41: The DHR acknowledges that it is obtaining no title to proprietary hardware and software because of this license. The license includes the right to use the hardware and software and to authorize its employees, agents,



contracted employees, contractors and contractors' agents and subcontractors to do so for government purposes.

Will the State please confirm the vendor's reading that the scope of work consists entirely in the provision of services and does not include creation, sale or licensing of either software or hardware?

Does the State agree that all intellectual property developed prior to or independently of this project shall continue to be owned by vendor or any relevant third parties?

R50. The RFP is for the provision of services.

Yes.

Q51. Section 3.5.2 page 47: Penalties.

Will the State agree to cap all liquidated damages at \$10,000 per month?

Will the State agree to excuse nonperformance under certain conditions, such as when program processes are changed at the request of the Client, and such changes adversely affect Vendor's ability to perform in accordance with the service levels?

Or when any stated assumptions on which a performance goal is based turn out not to have been correct?

Or when a failure is due to the acts or omissions of Client or third parties outside of Vendor's reasonable control?

R51. Request denied.

Request denied.

Request denied.

Request denied.

Q52. RFP Section 4.2: page 49. Proposal Format: Proposals must not exceed one hundred (100) pages, including attachments and must be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12, black print. Proposals must be printed/copied onto one side of standard (8½ x 11) white typing/copier paper. Paragraphs must be double-spaced. All proposals (the original and copies) must include labeled tabs that correspond with the bolded sections and subsections (titles and numbers) to which the information pertains as specified in Section 4 of this document.



The RFP restricts page size to 8 ½ X 11-inch paper. For complex documents like Microsoft Project plans and architecture diagrams, may Bidders use larger paper folded down to 8 ½ X 11 inch size?

Several requested documents/samples do not comply with font restrictions and they are not available in a native MS Office format for font adjustments. Please confirm that it is permissible to submit those documents as is.

R52. Yes.

Q53. RFP Section 4.2: page 49. Table of Contents: The Cover Sheet should be followed by the “Table of Contents”, which should list all sections, subsections and page numbers. Numbering of the proposal pages should begin with page 1 of the Table of Contents. Page numbers should be placed in the right corner of the bottom margin.

Can Bidders exclude Attachments from the sequential numbering requirement?

We will be submitting some pre-existing documents (e.g., financial reports) that have existing page numbering and some pages may not be numbered. Because these are long and complex documents, may we leave them unaltered?

R53. Yes.

Q54. RFP Section 4.2.2 Table of Contents and 4.2.5 Technical Proposal: Page 49 and 50: The Cover Sheet should be followed by the “Table of Contents”, which should list all sections, subsections and page numbers. Numbering of the proposal pages should begin with page 1 of the Table of Contents. Page numbers should be placed in the right corner of the bottom margin. TECHNICAL PROPOSAL: Copies of Licenses/Certificates/Credentials should be followed by the Technical Proposal. Numbering of the proposal pages should begin with page 1 of the Technical Proposal. Page numbers should be placed in the left corner of the bottom margin. The Technical Proposal must prescribe to sections 4.2.5.1 through 4.2.5.4.6 below:

Please clarify where you would like the page number positioned and if Page 1 should start with the TOC or the Technical Proposal.

R54. Page number should be at the bottom of page and numbering should begin with table of contents.

Q55. RFP Section 3.3.4.9 and Section 3.5.1 f pages 32, 47 and 48: Three files containing posted payment information are transmitted from the ASDU to ALECS and SJIS via the State mainframe once per day no later than 4:00 p.m. (including Saturdays). Posted payments must be transmitted to ALECS and the SJIS by 5:00 PM (CST).



Can the State clarify the times for the three files containing posted payments that are transmitted from ASDU to ALECS and SJIS via the State mainframe? Is it no later than 4:00 PM (including Saturday's)? Page 47 states, posted payments must be transmitted to ALECS and SJIS by 5:00 PM (CST).

R55. 5:00 PM (CST).

Q56. RFP Section 4.2 Proposal Format page 49: Proposals must not exceed one hundred (100) pages, including attachments.

Would the State allow bidders to include a single page containing the proposal title, date, and copyright notices, which does not count against the page limit?

R56. Review Amendment 1 on the department's website.

Q57. RFP Section 4.2.5.2 Vendor Financial Stability page 54: Separate financial statements must be submitted by the Vendor and by each of its subcontractors as specified in this Section. If the Vendor/subcontractor is a publicly held corporation, enclose a copy of the corporation's most recent three years of audited financial reports, financial statements and notes to the financial statements and the name, address, and telephone number of a responsible representative of the corporation's principle financial or banking organization and financial audit firm.

Given the length of our audited financial statements (more than 200 pages), can Bidders provide these documents in electronic format only?

R57 No.

Q58. RFP Section 7.3.5 page 63 Indemnity: Will the State consider capping Vendor liability at an amount equal to the total amount that the customer has paid the Vendor in the 36 months prior to the relevant incident?

R58. Request denied. Contractual language may be discussed after notification of an award.

Q59. RFP Section 7.4.2 page 64 Public Liability and Property Damage: Professional Liability (E&O) coverage is sold on a claim made basis, not an "occurrence" form. Would you accept that the contractor will keep active coverage or a tail policy in place for 5 years following the conclusion of the contract?

R59. Request denied. Contractual language may be discussed after notification of an award.



Q60. RFP Section 7.5.9 page 67 Performance Bond: Would the State consider lowering the bond amount after the first year?

R60. Request denied. Contractual language may be discussed after notification of an award.

Q61. RFP Section 7.5.13.1 page 70 Termination for Default: Will the State agree to provide Vendor with a 30-day-cure period, or such other time of greater or lesser length as the parties may agree to in writing, prior to any termination for cause?

R61. Request denied. Contractual language may be discussed after notification of an award.

Q62. RFP Section 7.5.13.2 and 7.5.13.6 page 70 and 72 Termination for Convenience and Claims: Will the State agree to compensate Vendor for any unamortized costs and reasonable wind-down costs in the event that the State cancels for any reason other than vendor default?

In the event that the State terminates the contract in part or materially de-scopes the project, will the State agree to negotiate an equitable adjustment of pricing.

R62. Request denied. Contractual language may be discussed after notification of an award.

Q63. General: Are Vendors permitted to include a Transmittal Letter in their proposal responses which does not count against the page limit?

R63. This is not a requirement but please review R3 for response on page limit.