

## DACSES – RFP 804 Questions

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N/A		1. Would the State clarify whether performance standards will apply to this contract?
		<b>Answer: The Contractor will be representing the State as project manager so the applicable standard is on, time, on budget and fully Federally compliant implementation of the new child support enforcement system. The Project Manager will be expected to maintain effective relationships will all project stakeholders and vendor. The Project Mangers performance will be assessed by the Project's Executive Sponsors group in consultation with the DCSE Project Executive and the project quality assurance vendor.</b>
N/A		2. How would the State quickly resolve disputes with regard to whether the contractor has satisfied performance measures?
		<b>Answer: As such disputes would tend to impede the progress of the project, such disputed would be resolved with all due speed.</b>
N/A		3. How may the Contractor present relevant facts to facilitate a fast and fully informed determination with respect to whether the Contractor has satisfied performance measures?
		<b>Answer: the State will negotiate a dispute resolution process with the successful bidder.</b>
N/A		4. Would the State agree to limit liquidated damages to annual Contract revenue, or some other reasonable amount, to permit better pricing?
		<b>Answer: no</b>
N/A		5. What adjustments would the State make for increases in postal rates during the term of the Contract?
		<b>Answer: This is a fixed price contract</b>
N/A		6. What type of start-up fee would the State be willing to pay the Contractor to allow the Contractor the meet the deadline for implementation?

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		<b>Answer:</b> This is a fixed price contract
N/A		7. Would the State clarify that invoices may be faxed?
		<b>Answer:</b> Yes they may be Faxed
N/A		8. Would the State agree to pay the undisputed amount of an invoice within thirty calendar days after receipt of that invoice?
		<b>Answer: invoice are paid net 30 days</b>
N/A		9. In the unlikely event that the State were not to pay the undisputed amount of an invoice within the time period required by the Contract, what late fee would the State pay with respect to that amount?
		<b>Answer: none</b>
Contract § C(2)	40	10. Would the State be willing to make payments by wire transfer or EFT?
		<b>Answer: yes</b>
Contract § B(11)	37	11. Would the State clarify that Contractor shall be paid for all work completed prior to notification of failure to appropriate funds?
		<b>Answer: The Contractor would be paid for completed work not subject to dispute at the time of the notification.</b>
RFP §§ 10, 12	18, 20	12. Would the State limit software warranties, where applicable, with customary exclusions for error-free operations so long as the software materially conforms with specifications?
		<b>Answer: not applicable in this contract Except to the extent that any laptops used by the Contractor and attached to the State's network do not compromise the security of the network.</b>
Contract §§ B(1), B(4)	35, 36	13. 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?
		<b>Answer: Indemnity issues will be addressed individually during contract negotiations.</b>

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Contract §§ B(1), B(4)	35, 36	14. Would the State agree that the Contractor will not be obligated to indemnify for the acts of a prior operator?  <b>Answer: Not applicable. This is the first contract for this service.</b>
Contract §§ B(1), B(4)	35, 36	15. Would the State agree to indemnify the Contractor if State-provided software infringes on the intellectual property rights of a third party?  <b>Answer: Indemnity issues will be addressed individually during contract negotiations.</b>
Contract §§ B(1), B(4)	35, 36	16. Would the State clarify that Contractor is entitled to defend against any third party claim for which Contractor must indemnify the State?  <b>Answer: Indemnity issues will be addressed individually during contract negotiations.</b>
Contract §§ B(1), B(4)	35, 36	17. Would the State provide the Contractor with the right to consent to the settlement of any claim for which the contractor must indemnify the State? Absent this right, accurately accounting for the risk of indemnification will be enormously challenging and may result in a higher risk-adjusted price for the State.  <b>Answer: Indemnity issues will be addressed individually during contract negotiations.</b>
Contract §§ B(1), B(4)	35, 36	18. Would the State agree to indemnify the Contractor for any breach of contract, negligence, recklessness, or intentional misconduct by the State or its employees?  <b>Answer: Indemnity issues will be addressed individually during contract negotiations.</b>
Contract § B(4) (?)	36?	19. Would the State agree to limit the Contractor's liability to the Contractor's revenue from the Agreement?  <b>Answer: Liability may be addressed during contract negotiations.</b>

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Contract § B(4)	36	20. 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 the possibility of such damages?
		<b>Answer: Indemnity issues will be addressed individually during contract negotiations.</b>
Contract § B(4)	36	21. Would the State agree that Contractor is not liable for damage caused by compliance with government specifications?
		<b>Answer: Liability may be addressed during contract negotiations.</b>
RFP § 4	8	22. Would the State consider not requiring key personnel to be located in a specific office if, by so doing, the Contractor could provide better service?
		<b>Answer: No- This contract requires the Project Management staff to be on site.</b>
RFP § 4	8	23. Would the State agree that key personnel may work on other projects so long as doing so does not jeopardize performance under the DACSES Contract?
		<b>Answer: The Project Management staff must work exclusively on DACSES related activities during when on site.</b>
Contract § B(21)	39	24. Would the State clarify that the Contractor retains ownership of (i) work developed prior to the effective date of the contract and without federal funds, (ii) general know-how, and (iii) proprietary standard operating procedures?
		<b>Answer: Can be clarified with specificity in the contract with the selected vender</b>
Contract § C(5)	40	25. Would the State agree that inspections, monitoring, and audits will exclude personnel records and must be conducted only upon 10 business days advance notice to Contractor to ensure that the Contractor will be prepared with the information that State needs and thus save the State time and money?

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		<b>Answer: This issue will be addressed during contract negotiations</b>
NDA § 2	48	26. The State has already agreed to one customary exception to Contractor’s obligation to keep information confidential – information already in possession of the Contractor. Would the State agree to other customary exceptions to Contractor’s obligation to keep information confidential, such as (i) publicly available through no act of recipient, (ii) rightfully received from third party, (iii) independently developed, and (iv) required by judicial or government order to disclose?
		<b>Answer: This confidentiality issue will be addressed with specificity during contract negotiations</b>
RFP § 5.3.7; Contract § B(11)	11, 37	27. Would the State clarify that it will provide a 30 day cure period for Contractor to cure any breach? The RFP and Contract provide conflicting information.
		<b>Answer: 30 days is the maximum notice under the standard contract language, Other time frames may be negotiated.</b>
RFP § 5.3.6; Contract § B(11)(b)	10, 37	28. Would the State clarify whether termination for lack of funding would be without notice or with 15 days notice? The RFP and Contract provide conflicting information.
		<b>Answer: 30 days is the maximum notice under the standard contract language, Other time frames may be negotiated.</b>
RFP § 12; Contract § B(11)(c)	10, 37	29. Would the State provide the Contractor with at least sixty (60) calendar days notice of termination without cause to facilitate a smooth transition of services?
		<b>Answer: 30 days is the maximum notice under the standard contract language, Other time frames may be negotiated.</b>
RFP § 12; Contract § B(11)(c)	10, 37	30. Would the State clarify that, if the State terminates without cause, the State must reimburse Contractor for start-up costs, lease-termination fees and expenses, and costs associated with employee terminations?

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		<b>Answer: termination provisions may be negotiated, but NB this is a fixed price contract so no starts up costs are anticipated. In addition as stated in the RFP the State will provide space for the Project Management staff.</b>
Contract § B(11)	37	31. Would the State clarify that Contractor is entitled to receive payment for any work delivered prior to contract termination, including termination for lack of funding?
		<b>Answer: The Contractor would be paid for completed work not subject to dispute at the time of the notification.</b>
N/A	N/A	32. Would the State agree that neither party shall be liable for delays in performance, or the inability to perform, arising out of causes beyond its reasonable control and without its fault or negligence?
		<b>Answer: Liability may be addressed during contract negotiations.</b>
	15	33. Page 15 states NOTE “The successful bidder for this RFP-(the Project Management Office) shall be precluded from bidding any other aspect of the DACSES replacement implementation project? Question: Does this preclusion include RFP’s the State may issue for other services such as Staff Augmentation, Quality Assurance, or IV & V?
		<b>Answer: The successful bidder under this contract may be asked to participate in the staff augmentation effort, but is precluded from bidding on the Quality Assurance and IV&amp; V</b>
	N/A	34. Has the State established a budget for the first phase of this RFP? If so, will the State share the budget with prospective bidders?
		<b>Answer: The State has funds set aside for this project. The duration and cost of the initial contract will be determined by negotiations with the successful bidder.</b>

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2. Scope of Services	2	35. The RFP states that the selected vendor will be responsible for “supporting the creation of a PMO” within DCSE. Q: In that role, does DCSE expect the vendor to simply assist the DCSE with its already-developed plans/designs for the PMO, or does the DCSE expect the vendor to take primary responsibility for proposing and developing the PMO’s charter, organizational structure, standard operating procedures, etc.?
		<b>Answer: Some of the scope and preliminary organization structure of the PMO will be defined during the planning process. DCSE expects the vendor to assume responsibility for developing the charter, spo’s, etc.</b>
4.2 Project Control Administrator	7	36. Please confirm that DCSE is directly responsible for the cost of “development of outreach materials such as brochures, videos, posters, media packets, etc.
		<b>Answer: yes</b>
6.1 Project Costs and Budget Section H.	14	37. Under 6.1.Project Costs and Budget (Section H), it states DCSE will provide office space and network access for all staff located on site. Do the facilities provided by DCSE include access to printers and copiers and include the paper for those machines?
		<b>Answer: yes- equipment and supplies dedicated exclusively to the project will be provided</b>
6.1 Contract Terms and Conditions	14	38. Under 6.1 Project Costs and Budget (Section H), it states the vendor is responsible for providing laptops and software for vendor staff. Besides Microsoft Project and the suite of Microsoft Office products, what, if any, software does DCSE expect the vendor staff to have?
		<b>Answer: If the vendor proposes to use any other software to manage the resources and outputs of the PMO the vendor must provide that software for the vender staff.</b>
	18	39. Under 12: CONTRACT TERMS AND CONDITIONS, DTI - Please provide additional information regarding DTI’s role in the review and approval of work products. Will DTI approval be included as part of all document reviews? If not, which documents will DTI review? Will DTI reviews occur within a specific timeframe? What is that timeframe

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		<b>Answer: DTI participates on the Executive Sponsors group and will in that capacity review project work products. As a stakeholder DTI staff will also have a role is assisting the DCSE in assuring the quality and standards compliance of the technology developed for and used by the project.</b>
N/A	N/A	40. In the RFP, there are several <b>Error! Reference source not found. Messages.</b> Will the State reissue the RFP or clarify for bidders, the sections of the RFP that contain this message?
		<b>Answer: an amended version of the RFP with these errors corrected will be published on the website with the response to these questions.</b>

		41. Is there an incumbent to this work? If so, who is the incumbent? How long has the incumbent been performing this work?
		<b>No this is a new contract</b>
		42. What is the term of the contract? How long will this contract last?
		<b>Answer: A minimum of five years</b>
		43. What is the seven digit PSC number for this proposal?
		<b>Answer: That statement is an error in the RFP The PSC number is three digits. PSC-804</b>
		44. Where will the PMO be located at? What is the name of the Delaware government official that the PMO will report to? I will need their contact information for the proposal.
		<b>Answer: 84A Christiana Rd. New Castle de 19720. The PMO will report to the Executive Sponsors Group and the Project executive as indicated in the RFP. See question 45 below for contact information</b>
		45. I need the contact information for you and Sandra Skelley for our records and the proposal. Please provide the following information:

		<p><b>Answer:</b></p> <p>Sandra Skelley  Procurement Administrator  Delaware Department of Health &amp; Social Services  Division of Management Services  Procurement Branch, DHSS Campus  Administration Building- 2nd Floor Main Bldg., Room 259  1901 N. DuPont Highway  New Castle, Delaware 19720  Telephone: (302) 255-9290  FAX: (missing)  E-Mail: (missing)</p> <p>Heather Morton  Division of Child Support Enforcement  Churchman’s Corporate Center  PO Box 11223  Wilmington, Delaware 19850  Telephone: (302) 395-6660  FAX: (302) 395-6735  E-Mail: Heather.Morton@state.de.us</p>
		46. What type of Child Support experience is required? Is Social Work experience required for the PMO and supporting functions?
		<b>Answer: The successful bidder will have extensive and demonstrable large IT project management experience. Child support IT management experience will be considered as an advantage.</b>
		47. Who will receive our invoices? I will need their contact information for the proposal.
		<b>Answer: Heather Morton</b>
		48. When do you anticipate the program to start? Will it start within 30 days from the March 31 award date?
		<b>Answer: The project will start after the contract is negotiated and processed a minimum of 6 weeks after the award date.</b>
		49. Will we have access to the reports generated in <u>DACSES Replacement Phase I</u> , <u>DACSES Replacement Phase II</u> , and <u>DACSES Replacement Phase III</u> for the proposal? Will we have access to these reports at the start of the project, assuming that PM Solutions is selected?

		<b>Answer: The PM will have access to all reports regarding the DACSES replacement project after contract execution.</b>
		50. Will the project be responsible for upgrading the SDU and the new interfaces to support the new DACSES system? Is there a system specification for the SDU Upgrade Project and New DACSES System? When will be vendor to support the SDU upgrade implementation be selected?
		<b>Answer: The PMO will assist DCSE in managing the SDU upgrade. A vender will be selected to complete the upgrade.</b>
		51. Will the selected Project Manager support the SDU Implementation and the DACSES Implementation? What is the timeline for this project (i.e. when will the project have to be completed)?
		<b>Answer: see answer to # 11 above</b>
		52. Who will the Project Manager report to? Is an Organization Chart available for review? Who are the Project Stakeholders?
		<b>Answer: project organization chart is available in the RFP as Appendix A The project stakeholders include but are not limited to the Division of Social Services, The Family Court, DHSS IRM. DTI, The Dept of Services for Children Youth and Families</b>

Section F	13	53. The RFP requests bidders to provide their “government IT projects, contract monitor, quality assurance and IV and V experience.” Will the State be issuing a separate RFP for Quality Assurance and IV and V Services for the Delaware Automated Child Support Enforcement System?
		<b>Answer: Yes</b>

		54. Would we have accessed to the list of interested vendors for this RFP? If there is a list generated for interested vendors - When will the list be released and what process would we need to follow to gain access to the list, Please Advise.
		<b>Answer: The list will be e-mailed to all registered vendors</b>

General		55. Does the State have a budget set for this project? If so, can you share it with us?
		<b>Answer: The State has funds set aside for this project. The duration and cost of the initial contract will be determined by negotiations with the successful bidder.</b>
General		56. Given that the State's answers to questions are due on February 22 and the proposal is due on March 3, would the State consider an extension of the proposal due date?
		<b>Answer: no</b>
Section 1	2	57. This section states that we must provide in a cover letter a statement summarizing the firm's interest in providing the required professional services and clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. These requirements are not provided in the outline for the transmittal letter in Section 6.1, page 12. Are the requirements to Section 1 to be included in the transmittal letter prior to the requirements for Tab A? If not, please clarify where the requirements of Section 1 are to be addressed.
		<b>Answer: The letter with the information required above must be located in Section A as indicated in section 6 of the RFP</b>
Section 5.2	9	58. The RFP requests six copies of the proposal. Is one of the six copies to be marked "Original" or does the State want one original + six copies for a total of seven hard copies?
		<b>Answer: 1 original, 5 copies and 2 cd's</b>

Section 6.1	page 12, Section A, Bullet 4	59. This section requires a statement that price and cost data are not contained in any part of the bid other than in the Business Proposal Volume. However, no where else in the RFP does it state that the cost/pricing data is to be submitted in a separately sealed volume. On page 14, it is referenced as Section H. Should Section H be separately sealed from the rest of the proposal? If so, how many copies (hard and soft) of that volume does the State require?
		<b>Answer: If you are referring to item 5 under Section A- that sentence was included in error. There is no separate business proposal expected in response to this RFP</b>
Section 6.1	page 12, Section B	60. Under required forms, it references a Mandatory Requirements Checklist. However, we do not find such a form within the RFP. Please provide.
		<b>Answer: That section has been deleted- see the revised RFP</b>
Section 6.1	page 12, Section B	61. Appendices E, F, and G are not referenced under Section B. Required Forms. Are Appendices F and G to be submitted with the proposal or after contract award? Also, are these appendices to be submitted in Section B? If not, please clarify where in the proposal they are to be submitted.
		<b>Answer: Those sections now referenced- see the revised RFP. These sections must be included in the response to the RFP</b>
Section 6.1	page 13, Section D	62. This section requires that we include in the staffing proposal a fully loaded rate for each staff person bid in case changes to the project scope necessitate a contract amendment. If the cost/pricing information is to be separately sealed from the rest of the proposal, should not this information be provided with the rest of the pricing?
		<b>Answer: See answer to #60 above</b>
Section 6.1	page 13, Section D	63. This section requires that we describe our understanding and approach to meet the expectations and mandatory requirements specified in Section? Is this referring RFP Section 3.4? If not, please clarify which section it is referring to.
		<b>Answer: 3.4 is correct- Please see the revised RFP</b>

Section 6.1	page 13, Section F	64. The RFP states that the experience of proposed subcontractors shall be presented separately. Does this mean separate the prime's and subcontractor's experience within the section or is the subcontractor's experience to be provided elsewhere in the proposal?
		<b>Answer: Separately within the response to section F</b>
Section 6.1	page 14, Section F	65. The RFP states "The bidder must describe their experience with at least <i>two (2) similar management at least one (1) completed IT management project at a state level.</i> " This sentence is confusing. Please clarify.
		<b>Answer: The sentence should read " at least 2 similar management projects or at least 1 completed IT management project at a state level</b>
Section 6.1	page 14, Section G	66. This section calls for a bank reference and credit rating as well as litigation disclosure. We are assuming this is to be provided by all vendors and not just those that are not publicly held companies. Please confirm.
		<b>Answer: yes</b>