

QUESTIONS AND ANSWERS No. 4
Request for Proposals (RFP)
CLOUD MESSAGING AND COLLABORATION SERVICES RFP
RFP #060B2490001
July 2011

Ladies/Gentlemen:

This list of questions and responses is being issued to clarify certain information contained in the above referenced RFP. The statements and interpretations contained in the following responses to a question by potential Offerors are not binding to the State, unless an addendum expressly amends the RFP. Nothing in the State's response to these questions is to be construed as agreement to or acceptance by the State of any statement or interpretation on the part of the Offeror. This list is current as of noon, July 25, 2011.

Question 1: With regard to Attachment F #1.3: Please clarify the basis for the HIPAA requirement, noting that the proposed system is solely for email and does not involve the storage or maintenance of PHI databases, completion of transactions for Designated Record Sets, or other direct efforts involving PHI, making almost all of the extremely burdensome HIPAA requirements not applicable.

Answer: The proposed system is for email and collaboration services. Please see section 3.2.2.13.

Question 2: With regard to 3.4.1.1: Can we assume that the State will not object to raising the coverage for "Errors and Omissions"--from "\$1,000,000" to "\$15,000,000"?

Answer: The insurance is a minimum amount. No additional consideration will be given for insurance in excess of the minimum.

Question 3: With regard to 3.5.2: Since the proposed contract, in response to this RFP, does not include implementation and configuration, can the State add to the third bullet "remedy", the same qualification contained in other 2 bullet remedies, namely, "and the source of the performance issue is within the sole control of the Offeror."

Answer: This section will be revised in an addendum. See Addendum #5.

Question 4: With regard to Attachment B #18: Can the state add a cure notice process to this clause?

Answer: This section is written to convey the requirements of the State and no change will be made.

Question 5: With regard to Attachment B #3: At 1.5, Contract duration is stated as 5 years plus 2 5-year renewal options, but Att. B, 3 does not reflect the optional renewals.

Answer: Addendum #4 Item # 5 corrected this issue.

Question 6: With regard to Attachment B #3:

Would the state consider pricing for the first 5 years with price negotiations at each renewal point? We believe that there will be enough technology changes and possible pricing differences that pricing beyond 5 years may be inherently unfair to either the reseller/provider or the state. "realities of the market place"

Answer: No.

Question 7: With regard to 4.5.3.6: We understand that the question regarding the SSP was asked and answered in earlier the Q & A. However, we request that the state reconsider the requirement to submit the SSP with the proposal. This is not a position that is readily supported by our partners providing cloud services. These documents contain sensitive data regarding systems management, vulnerabilities and responses that are both critical to infrastructure and system security but also very competitive in nature. We suggest that the SSP can be made available following award, this is the accepted practice in this marketplace. In addition, the SSP that applies to the services requested in this RFP is acceptable for other government entities, including Federal government and many state and local governments.

Answer: Addendum #4 Item # 6 corrected this issue.