



State of New Jersey

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May 7, 2013

To: All Interested Bidders

Re: **RFQ #776799S**
Sandy Integrated Recovery Operations and Management System ("SIROMS")

Bid Due Date: May 14, 2013 (2:00 p.m.)

ADDENDUM #1

The addendum is divided into two parts:

Part 1: Answers to Questions

Part 2: Additions, Deletions, Clarifications and Modifications

PART 1

Answers to Questions

Note: Some of the questions may have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFQ page number(s) and section where applicable.

#	Page #	RFQ Section Reference	Question	Answer
1	P 10	3.1.1 Proposed Schedule	We respectfully request that the State clarify that the "Contract is awarded" when the contract has been signed by both the Contractor and the State since working prior to contract signature puts substantial risk on the selected bidder.	The Bidder will be notified when the contract is awarded. The Bidder will not start work prior to being notified that the contract has been issued.
2	P 10	3.1.2 Contractor Staffing	Please confirm that the following statement in the RFQ "The Contractor shall not substitute or replace staff assigned to the Contract without prior approval of the State" does not apply to replacements resulting from circumstances beyond the Contractor's reasonable control such as but not limited to illness, termination of employment, Family Medical Leave, etc.	The requirements are as written in the RFQ with no exceptions. The State's approval will not be unreasonably withheld, but the State must be notified prior to replacements or substitutes.
3	P 12	3.2.3.1. Cloud Computing Business Process	So that we may bid our Cloud services, will the State please add SIN 132-52 to the RFQ?	To bid Cloud services under the GSA schedule the State will add SIN 132-52 to the RFQ.

		Management ("BPM") System		
4	P 13	3.2.3.1.2 (d) The Contractor shall deliver a BPM system.	Does the scope of this contract include scanning, storing, retrieval and management of physical paper documents/images that are part of the program, or, is the scope of content management limited to PDF and other documents received electronically?	Yes, the scope of this RFQ includes scanning, storing, retrieval and management of physical paper documents and/or images that are part of the program.
5	Pp 13-14	3.2.3 Project Components	Can the State provide the interface specifications and technical architecture for the interfaces to the 8 legacy systems defined in section 3.2.3.1.2.2 of the RFP?	They will be provided to the successful bidder upon start of work. Note, the systems required by the State Action Plan are being developed or will be developed.
6	P 14	3.2.3.1.2 (2,9) Project Components	Can you please confirm that if the contractor establishes the SIROMS Helpdesk in the NJ DCA location, the State will make Phone lines available to the contractor to use for the help desk at no charge to the contractor	If the contractor is required to establish the SIROMS Helpdesk in a NJ DCA location by the State Contract Manager, the State will make Phone lines available to the contractor to use for the help desk at no charge to the contractor.
7	P 14	3.2.3.1.2 (6) Project Components	The RFQ states that the contractor's technologies shall feed data to public facing websites and transparency websites. Please confirm that any website development effort associated with any of the above mentioned websites is not within the scope of this contract.	This confirms that the contractor's technologies shall feed data to public facing websites and transparency websites, and that any website development effort associated with any of the above mentioned websites is not within the scope of this contract.
8	Pp 19,21	3.2.3.4.5 Professional Services (p19) 3.2.3.5.1 IT Practices, Data Security, and Integrity(21)	Given the need to comply with many laws, regulations and policies where compliance may at times be subjective, in order to provide an objective basis of evaluation, would the State be willing to consider a task during project start up whereby the corresponding requirements are detailed and agreed upon?	No. The requirements are as written in the RFQ with no exceptions.
9	P 21	3.2.3.6.4 Functional Requirements	Can you provide what sort of resource tracking for the various items listed?	See Part 2, Item 2 for clarification.
10	P 26	3.3.10 PROJECT CLOSEOUT	Upon contract expiration or termination, we would not have a valid contractual vehicle under which to procure and provide software, Cloud or other services to the State. We can, however, prior to contract expiration, procure for the State forty (40) user licenses that would be valid for three years. Additionally, should the State wish to retain access to the Cloud beyond the contract term stated	The bidder shall provide a cost component in Exhibit 1 – Rate Schedule (Miscellaneous) to maintain the service in the cloud for three one year options exercisable by the State. See Part 2, Item 4.

			in the RFQ, we would need to put in place a contract with mutually agreeable provisions including pricing. Please confirm that the State will revise the RFQ requirements accordingly.	
11	P 27	3.4.3 Hosting and Backup Services	a) Per section 3.4.3, must the solution be hosted on contractor's private cloud? b) Will solutions that use a 3rd party public cloud be permitted?	a) No. b) Yes, as long as the 3 rd party public cloud solution is a segregated government cloud that meets federal and State security requirements.
12	P 33	3.4.7 Assessment/Plans	All of our staff and subcontractors are bound by confidentiality agreements. Would the State be willing to consider receiving copies of those agreements in lieu of having the staff sign State provided Confidentiality and Non-Disclosure Agreements?	The requirements are as written in the RFQ with no exceptions.
13	P 33	3.4.7 Assessment/Plans	Due to the confidential nature of the information contained in background check materials, our clients allow us to control the background check process with the understanding that the only staff we will assign to the engagement are those staff who have received a "pass" rating on the our standard criminal searches . This alleviates responsibility and risk to the client associated with the possession of such highly sensitive and confidential information. Please confirm that as we have done in the past with the State, that this approach will be satisfactory.	Yes, if the Contractor can demonstrate that its standard criminal searches meet the requirements in section 5.9.2.
14	P 39	4.2.1.6.1 Small Business Subcontracting Set-Aside Contracts	If a subcontractor does not have their New Jersey business registration completed by proposal submission, will the State be willing to accept that the Subcontractor business registrations will be completed by the time of contract signature.	Contractor shall secure its business registration on-line within 48 hours of receipt of a letter of intent and provide a copy of same to the Procurement Specialist on the next business day, but prior to contract award.
15	P 44	4.2.4.5 Experience and Performance of the Bidder on Contracts of Similar Size and Scope	The RFP requests past performance for CDBG-DR. We have full-lifecycle grant expertise and have a lot of experience with block grants. Does this preclude us from being able to bid on this project?	CDBG-DR experience is required. This experience shall be from either the bidder or subcontractor or combination thereof.
16	P 44	4.2.4.5 Experience and Performance of the Bidder on Contracts of Similar Size and Scope	Regarding paragraph D on page 44 of the RFQ specifying the bidder's CDBG-DR experience, would it be sufficient if the CDBG-DR experience resided with a subcontractor? Additionally, if subcontractor	See answer to Question 15. The experience must be with the bidder or subcontractor to satisfy this requirement. It cannot be the experience of employees while

			experience is sufficient, would this requirement be met if the subcontractor's organizational experience did not meet the requirement of implementing DR projects in excess of \$500 million but rather currently employs multiple full-time employees with such experience on the State and Federal levels?	working for other vendors.
17	P 55	5.13.2 Remedies	What is the missing word from 5.13.2 Remedies, as shown below: Nothing in the shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.	See Part 2, Item 1 for clarification.
18	P 56	5.15 Retainage	Because retainage is intended to incent the contractor to properly and timely perform, please confirm that "completion" as it is used in the context of retainage release means a mutually agreed project milestone prior to contract expiration.	See Part 2, Item 7 for modification.
19	P 57	5.17.1 Indemnification	In accordance with our current experience with the State and standard commercial practices as well as other similar contracts with other state governments, we request that the State revise the limit of liability to be more consistent with other State contracts and not exceed the greater of (a) contract value or (b) 200% amounts paid under the contract. Additionally, consistent with other contracts that include software license and maintenance and hardware purchases, as well as the possibility of multiple discrete task orders, we would expect the expression of the limitation of liability to be separately stated to more appropriately reflect the nature of the service and associated allocation of risk.	The State will modify the indemnification provision from 500% to 200% otherwise the requirements are as written in the RFQ with no exceptions. See Part 2, Item 3. In addition see Part 2, Item 6 for a change in wording for 5.17.1
20	P 58	5.17.2 Insurance - Professional Liability Insurance	As a matter of policy we do not disclose copies of our insurance policies as they contain confidential information and endorsements not relevant to the scope of work contemplated under this RFQ. Will the State accept certificates as the industry standard form of evidence of	Section 4.2 of the NJSTC requests that the contractor provide certificates of insurance for all coverage and renewals.

			insurance or other alternatives which would address the specific concerns prompting this requirement?	
21	N/A	N/A	Is this procurement open to Vendors in the GSA Co-op Program?	Yes.
22	N/A	N/A	Can this contract be used by other State Agencies (besides NJ DCA) to deliver Disaster Relief services? If so, please confirm our assumption that the State will add necessary funding/hours to the contract.	No.
23	N/A	N/A	Do subcontractors have to submit financial statements? If yes, and if subcontractors do not have financial statements, what alternatives will the state consider?	No.
24	N/A	N/A	Is the State open to a solution that may require two or more cloud/ASP based providers such as one for the overall application and another for the service desk management?	Yes, subject to the security requirements of the RFQ.
25	N/A	N/A	Has the State already invested in a BPM tool or should the contractor bring forth a solution in our proposal?	No, the RFQ requires that the Contractor provide this tool.
26	N/A	N/A	Is there a list of intended business process that the State seeks to enable in a BPM tool?	No the RFQ requires that the BPM tool serves all business processes required to be delivered under the State Action Plan and as amended from time to time.
27	N/A	N/A	Is it the State's requirement that the bidder manage an application solution for overall BPM and transactions management in a hosted environment and address the data integration requirements and Business Intelligence reporting in the State's current EDW infrastructure? If that is the case, can the bidder utilize the State's current infrastructure for BI reporting tools (whether Cognos or SAP Business Objects)?	It is the State's requirement that the proposer manage an application solution for overall BPM and transactions management in a hosted environment and address the data integration requirements and Business Intelligence reporting in the cloud but consistent with the State's current EDW infrastructure and reporting tools. The application and the EDW shall be set up in a manner that can be transferred to the State infrastructure or State cloud if directed by the State Contract Manager.
28	N/A	N/A	Is the State open to the bidder utilizing the State's current content and document management system to manage required documents? Is so, what is the current document management platform?	No. It is intended that the contractor establish a document management system that conforms to State requirements and can be transferred to the State document management platform if directed by the State Contract Manager.
29	N/A	N/A	Would the State consider a solution	No. There will be one Contractor

			where it would maintain a contractual relationship with a host cloud provider and a separate contractual relationship with a professional services provider?	responsible for delivering all the products and services required by this RFQ.
30	N/A	N/A	Has the State already invested or have plans to invest in data warehouse and business intelligence tools such as SAP? If yes, should the contractor assume that this is the technology that should be utilized?	It is the State's requirement that the Contractor build the data warehouse in the Cloud capable of being managed by business management tools such as SAP Business Objects and Cognos. The application and the EDW shall be set up in a manner that can be transferred to the State infrastructure or State cloud if directed by the State Contract Manager.
31	N/A	Exhibit 1 Rate Schedule	<p>Based upon our understanding of the scope of work and the expertise required to deliver the scope of work, business expertise is critical to success.</p> <p>For example :The contractor is required to validate program data. Due to the number applications and projects proposed in the Action Plan, a 5% data sampling could not be managed by the 7,012 hours assigned to the Accountant and CDBG Specialist.</p> <p>Will the State be willing to consider supplementing the hours in the following labor categories to ensure the availability of adequate business expertise on the SIROMS project</p> <p>Senior Business Consultant : 20,000 supplemental hours</p> <p>CDBG-Specialist : 6000 supplemental hours</p> <p>Accountant : 12000 supplemental hours</p>	<p>The rate schedule shall be revised to add the hours to the Labor Categories as indicated in the question.</p> <p>See Part 2, Item 5.</p>

PART 2

Additions, Deletions, Clarifications and Modifications to the RFQ

#	Page(s)	RFP Section Reference	Additions, Deletions, Clarifications and Modifications to the RFP
1.	P 55	5.13.2 REMEDIES	Delete paragraph one and replace with the following: Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.
2.	P 21	3.2.3.6.4 FUNCTIONAL REQUIREMENTS	Delete the word resource in the first line and the sentence shall read: Contractor shall work with the State to create business and technical requirements and implement capabilities for the tracking of:
3.	P 57	5.17.1 Section 4.1 INDEMNIFICATION	Delete 500% in the first paragraph and replace it with 200%.
4.		Exhibit 1 – Rate Schedule – Other Direct Costs	Added under Miscellaneous: Price to the State for each of three (3) one-year options to maintain and operate the system in the cloud after completion of the initial contract term of two (2) years.
5.		Exhibit 1 – Rate Schedule	The following IT Labor Categories labor hours have been adjusted as follows: Senior Business Consultant : added 20,000 supplemental hours CDBG-Specialist : added 6,000 supplemental hours Accountant : added 12,000 supplemental hours
6.	P 57	5.17.1 Indemnification	Delete first sentence under the Section title and replace with the following: Section 4.1 of the State of NJ Standard Terms and Conditions is supplemented with the following:
7.	P 56	5.15 RETAINAGE	Delete the second sentence and replace the following: The State will retain ten percent (10%) of each amount invoiced for a period of thirty (30) days after payment.