



**Question and Answer No. 3**  
**Request for Proposals (RFP)**  
**Central Collections Unit (CCU)**  
**Debt Collection Information System (DCIS)**  
**RFP # F50B2400052**

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 questions 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 vendor.

Can the State clarify the following questions with regards to 1.2.1 Mandatory Contractual Terms - By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. A proposal that takes exception to these terms may be rejected. We appreciate in advance the States attention to this requirement and questions as terms and conditions regarding intellectual property for COTS software is important for both the State and Vendor to protect its "work product".

22. Will the state summarily reject offers with exceptions(?) or evaluate each exception and if exceptions are reasonable with industry standards negotiate those exceptions with the vendor pre or post award? If it is the latter of the two, how should the vendor indicate which terms in conditions are acceptable with minor language changes (i.e. the vendor agrees with the spirit the term and condition, but may need minor changes) vs. a term and condition that is not acceptable without major language changes; as we believe most exceptions would be the former and wouldn't want the State to think there are "showstoppers" if there aren't any.

**RESPONSE:**

The RFP requires that if an Offeror takes exception to a term or condition of the RFP that the exception be clearly identified in the Executive Summary of the technical proposal. It does not suggest that the State will consider such exception; rather it states that a proposal that takes exception to these terms may be rejected.

23. Does the State want to the vendor to show proposed language changes to the sections they may have exceptions too? If no, may the vendor provide a list of the sections there may be exceptions to with expectations in the executive summary? If yes, can this be referenced in the executive summary



as required with an appendix of the actual changes as it would be difficult to get an executive summary and proposed terms and conditions language changes on 2 pages.

**RESPONSE:**

The State will not summarily reject offers with exception(s). The State cannot, however, negotiate separate terms with Offerors. Most of the terms and conditions in the RFP are dictated by State law and the State has little if any room for negotiations. The Offeror is to determine how best to express its exception(s).