QUESTIONS AND ANSWERS No. 3
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 19, 2011.

Question 1: What is the SLA for the 24x7 support?

Answer: **Please refer to Section 3.2.2.5.**

Question 2: Does the 24x7 support requirement mean technical assistance, Moves/Adds/Changes, or both?

Answer: It refers to both.

Question 3: Is there a preference for Maryland Datacenter vs. Cloud based (outside of Maryland) for hosting the Groupware applications?

Answer: No. This is addressed in section 3.2.3.6.

Question 4: May we outsource the Help Desk partner outside the State of Maryland, or outside the Continental United States?

Answer: There are no geographical requirements regarding the location of the help desk/technical support facility.

Question 5: Is there a ramp-up period during the first year of the contract, and what is the expected volume of participants by month?

Answer: **The intent of this project is to consolidate State users to a single platform for electronic messaging services, collaborative tools, and support. The sequence and rate of this transition has not yet been determined.**

Question 6: Does the State have any estimates on expansion of users beyond the first year?

Answer: **The intent of this project is to consolidate State users to a single platform for electronic messaging services, collaborative tools, and support. The sequence and rate of this transition has not yet been determined.**

Question 7: When is the second RFP being released?

Answer: It is anticipated that the second RFP which will focus on Cloud Implementation Services will be released after the award of this RFP.

Question 8: Based on the two step methodology within this RFP, does the State intend that this award is for a volume price agreement, and that the second RFP is for implementation?

Answer: Yes.

Question 9: #3.2.4.4 states that the Offer or must follow ITIL Best Practices and have CMM or ISO 20001 certification. Why does the State require CMM as this is COTS software and does not require software development?

Answer: **The CMM requirement associated with 3.2.4.4 will be eliminated.**

Question 10: Are migration services for agencies looking to move from Novel GroupWise, to the proposed cloud solution, part of this RFP or the second RFP?

Answer: **This will be in the second RFP.**

Question 11: Does the term 'Offer or' refer only to the Prime Contractor, or does it refer to the whole team including subcontractors?

Answer: **The Offeror is the entity who is making the specific proposal to the State.**

Question 12: Would the State give consideration to a non-brand provider other than Microsoft or Google?

Answer: The State will give consideration to all proposals that meet the minimum qualifications listed in Section 2.

Question 13: Would the State consider a two week extension in order for our team to fully absorb the Answers to Questions, and prepare a fully meaningful response to the solicitation?

Answer: An extension was granted in addendum #1 issued June 30, 2011. No additional extensions are planned.

Question 14: Please define "other non-State governments" (section 1.35). Is this referring to other political subdivisions of the State of Maryland and its independent agencies, or can it mean non-Maryland government entities, such as other US States or the Federal Government?

Answer: **It means any Maryland or non-Maryland governmental entity.**

Question 15: Can we assume "named insured" (section 3.4.1.1) can be qualified to state "additional insured to the extent claims arise from and/or connected with the Contractor's acts and/or omissions arising from and/or related to this agreement" . Otherwise our corporate insurance policies become general insurance policies for all claims against Maryland, of any kind, regardless of any contractor involvement or liability. This would be completely infeasible for any contractor.

Answer: **The insurance is to protect the State under the contract that results from this RFP**.

Question 16: Determining the "root cause" of a deficiency is generally achieved, if possible, only by extensive analysis and sometimes testing (reference is made to 3.5.2, bullet 3). This is rarely achievable in an hour. The context indicates that you may be requesting an outage report with a point of failure, provided one is identified at that time. Can the requirement be changed to providing an "outage report" and a "point of failure" within the 1 hour time frame?

Answer: **Yes. This will be reflected in an addendum to the RFP. See Addendum #4.**

Question 17: Could the State add cure notice provisions and timetables, prior to any invoice withholds (reference is made to Attachment B, #4.3).

Answer: No.

Question 18: Please add clarifying exemptions from the States ownership and title requirements, for pre-existing and third party software (reference is made to Attachment B #7).

Answer: **We believe this section is clear and unambiguous.**

Question 19: Please change (line 3) "recreate" to "recover, where feasible". With original content such as email recreating is not possible but recovery efforts can be undertaken (reference is made to Attachment B #9).

Answer: **This section will be revised in an addendum. See Addendum #4.**

Question 20: The requirement for contractor Indemnification of all liabilities is overreaching by the State. Normal Indemnification obligations apply to property damage, personal injury or death. Moving liability obligations under indemnification requires the contractor to incur the expense, obligations, and claims liabilities associated with defending the State, when the role of the contractor may be marginal or even non-existent. It also potentially puts the contractor inappropriately up against claims against the State that would normally not be feasible because of the immunity of the State (and will not be reimbursed by the State, section 10.3). Can Indemnification be limited to the standard obligations of property damage, bodily injury, and death? (reference is made to Attachment B #10)

Answer : This section will be revised in an addendum. See Addendum #4.

Question 21: Limitation of Liability is normally limited to 1 times the value of the contract. 3 times seems excessive, particularly for an acquisition that is primarily just for technology licenses, and does not involve implementation of the technology. (reference is made to Attachment B #29.1C

Answer: **No change will be made. This amount is consistent with other State contracts.**

Question 22: Insurance certificates, i.e., ACORD© certificates, are generally specific to the government customer (the lower left box is the name of the "certificate holder", i.e., the customer), and are normally provided 10 days after contract signing (or perhaps 10 days after selection by the State), with endorsements, rather than as part of the proposal), and proposal representations of insurances held what is in the proposal. Otherwise the government is getting an insurance certificate for themselves, before the contract is awarded. Please clarify. (reference is made to Sections 3.4.1.2 and 4.5.3.10)

Answer: **Section 3.4.1.2 requires insurance certificates upon execution of a contract with the State.**

Question 23: The dollar level of Service credits specified is supposed to be proportionate to the approximate level of actual damages to the State. These credits are, more or less, liquidated damages (LDs) that are imposed in lieu of actual damages. When actual damages are expected to be too difficult to determine, LD's are recommended to be used instead. To be legal, however, LD's are required to approximate actual damages. Otherwise they are simply "penalties" which can only be imposed by a court. Credit for one day's worth of invoice dollars for any kind of SLA failure is far too arbitrary. (reference is made to Sections 1.2.31 and 3.5)

Answer: The Service Credits are an agreed upon price adjustment and are not an estimate of the loss or damage that may be suffered by the State as a result of the Vendor's failure to meet any Service Level. The payment of any Service Credit by the Vendor is the State's exclusive monetary remedy for failure of Vendor to meet the Service Levels and is in full and final settlement of any claim which the State may have for losses caused by the failure to meet a Service Level to which a Service Credit applies. The formula for calculation of service credits is clear and unambiguous.

Question 24: 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: **This will be changed in an addendum to reflect the options. See Addendum #4.**

Question 25: 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". (reference is made to Section 1.5 and Attachment B #3)

Answer: The State will not consider this change.

Question 26: 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. (reference is made to Section 4.5.3.6)

Answer: This section will be revised in an addendum. See Addendum #4.

Question 27: Section 3.2.6 Electronic Records Management does not have a corresponding location to provide pricing in Attachment I. Please confirm if Section 3.2.6 should be priced. If Section 3.2.6 is to be priced, please identify where the price for providing services for Section 3.2.6 should be placed.

Answer: **Section 3.2.6 is not separately priced. Price is to be included in your pricing for requested services as may be applicable for Electronic Records Management.**

Question 28: Re: Section 3.5.3 "Service Request Must be Initiated by the State. In order to receive any of the Service Credits described, the State must notify the Offeror in writing within ninety (90) days from the occurrence of any event for which Service Credit is the remedy."
The language above confuses requesting service (for an outage) with requesting a service credit as compensation for an outage. The issuance of service credits is predicated on the existence of a service ticket covering the lifecycle of the event (i.e., acknowledgement by the provider of a service impact). Without the ticket, there's no way to evaluate the claim for a service credit, or whether the outage can be attributed to the provider.

The language for the above paragraph should be modified to read as follows:

Service Request Must be Initiated by the State. In order to receive any of the Service Credits described, the State must notify the Offeror in writing within ninety (90) days from the occurrence of any event for which Service Credit is the remedy and provide the Service Request ticket number or identifier for the event which Service Credit is being claimed.

Answer: We will revise the title of section 3.5.3 in an addendum. See Addendum #4. We note that there may be instances where an outage occurs but, for some reason (such as a well-publicized failure) a ticket has not been created by the State.