

RESPONSES TO PROPOSER QUESTIONS

Question 1: Subpart 4.1.3, of the RFP allows proposers to submit a red-lined version of Attachment 2, Contract Terms, and proposed changes must be clearly tracks, and to submit written documentation to substantiate each such proposed change. Subpart 6.2.5.3 includes similar instructions if there are proposed changes to the contract terms. Subpart 6.1.3, however states, “The AOC will not be accepting proposed changes to these terms.” Please clarify if the AOC will be accepting proposed changes to the RFP contract terms.

AOC Response: We don’t expect to negotiate the terms of the CMAS terms and conditions. For CMAS vendors, they’ve already agreed to these terms and conditions. However, the modifications to the CMAS terms and conditions that the AOC is requiring can be redlined. Note that the AOC doesn’t have much time in its schedule to negotiate terms and conditions. It has little time to negotiate/discuss clarifications to the work.

Question 2: Attachment 2, Contract Terms and Conditions refers to exhibits that are not found in the RFP or any of its attachments. Those documents are: Exhibit A, Work to be Performed; Exhibit B, Payment Provisions; Exhibit C, Contractor's Key Personnel (to be determined); Exhibit D, Standard and Special Provisions; and Exhibit E, Attachments. Please provide copies of these exhibits or confirm if these items have been renamed as any of the Attachments (numbers 1-6) included as part of the RFP

AOC Response: The Exhibits only show the general for of the agreement that will be used. Exhibit A, Work to be Performed, will be based on the work described in the RFP as well as data that the AOC may want to copy from a successful firm’s proposal. The payment provision, Exhibit B, have some requirements in the modified CMAS terms but the remainder will be based on the pricing and the type of payment/reimbursement proposed. Exhibit C will be based on a firm’s proposal if that firm is proposal a specific individual and the AOC is performing its evaluation based on the experience of the individual; we’ll note that the individual is considered to be Key Personnel and can’t be changed during the term of the agreement without the AOCs prior written approval if the change is within the control of the firm. Exhibit D will be the modified CMAS terms and conditions. Exhibit E could be a deliverable acceptance form, the resume of a Key Personnel, etc. These attachments, if any, will be discussed with the selected vendor during contract negotiations.

Question 3: Task 3 under Table 1 of Attachment 5 requires the proposer to review the SCAMPI assessment report to identify potentially problematic process areas. Task 3 notifies the proposer that the SCAMPI assessment report will be provided by a separate contractor under a separate contract. Please identify how the AOC will coordinate the availability of the SCAMPI assessment report in a timely manner for the completion of Task 3 by the proposer conducting the quality coding review.

AOC Response: . The AOC SCAMPI Appraisal project sponsor and or project manager will coordinate and plan the scheduled delivery of the assessment. The AOC will also include the SCAMPI appraisal as a project dependency in the contracts for the SCAMPI appraisal and the CCMS Code Quality Review.

Question 4: Tasks 2, 3 and 4 of Attachment 5: The number of hours allocated and the duration imply that there is little room for slippage on providing access to required artifacts, such as Requirements Specifications (Business and Technical), Design artifacts (Business and Technical), Source code and the existing Requirements Traceability Matrix database and/or tool. Please identify how AOC will provide the availability and accessibility to the expected artifacts.

AOC Response: Electronic access to artifacts and deliverables will be granted by the AOC's CCMS vendor at the Santa Ana, Ca. development location.

Question 5: Section 2, Pricing Conditions raises two questions:

1. This section refers to Exhibit C, Payment Provisions, whereas the title for this exhibit in the Attachment 2, Terms and Conditions is “Contractor's Key Personnel (to be determined).” Exhibit B is listed as Payment Provisions in Attachment 2.

AOC Response: We don't see a title to an exhibit which refers to Contractor's Key Personnel. However, see Answer to Question #2 in regards to Exhibits.

2. This section states, “Proposed prices shall be all inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for services rendered to the State, with the exception of travel, meals and lodging, when requested by the AOC and shall be firm for the Initial Term, First Option Term, and Second Option Term.”

Please confirm the exhibit number (letter) for Payment Provisions, and in which documents can the description for the first and second option terms be found in the RFP.

AOC Response: The reference to both First Option Term and Second Option Term is not applicable and should be deleted.

Question 6: General Question – Will the AOC consider the use of offshore resources for the purpose of reviewing software code in a secure environment?

AOC Response: AOC source code cannot be accessed outside of or leave the United States. Therefore, we believe that the work for the engagement must be done in the onshore.

END