

Operational Verification and Validation Services (OV&V) Best and Final Offer (BAFO)

Presented to:

**State of Indiana – Department of Administration
Indiana Family and Social Services
RFP 22-69735**

Submitted by:

First Data Government Solutions, LP (FDGS)

Ryan Kelsey, Account Executive

312-907-4823 | ryan.kelsey@fiserv.com

May 5, 2022



Table of Contents

Best and Final Offer 3

Best and Final Offer

- I. **Respondent Clarifications:** The State requests responses to the following clarification listed in Section II below. Clarifications must be answered in writing and submitted by no later than the due date listed on page 1. Written responses and updated attachments (if necessary) should be submitted via email to Teresa Deaton-Reese at tdeaton@idoa.IN.gov.
- II. Clarification Questions:
- a. The State is giving an opportunity for the Respondent to improve their pricing proposal. The Respondent's Best and Final Offer (BAFO) will be used in calculating their final cost scores according to the evaluation criteria and formula set forth in the RFP.
- The Respondent is required to use the Cost Proposal Template (Attachment D) to submit their BAFO. A Respondent's BAFO must include all costs for the original proposal, and pricing reductions should be based on reduced costs, not reduced services.
- If the Respondent is providing a BAFO, they must also submit updated MWBE and IVOSB Subcontractor Commitment Forms (Attachment A and A1) and updated commitment letters that align with the BAFO pricing.

See attached documents

- b. Can you please clarify if your requested change to Clause 4 and Clause 7 of the Sample Contract (Attachment B) are purely additive or are you requesting to replace these clauses?

These requested changes are additive and intended for clarification of parameters.

- c. You have requested a change to Clause 24 of the Sample Contract (Attachment B). The State is considering your request. However, the State cannot accept a limitation of liability that includes a limitation for liability related to breaches of protected personal information, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HITECH Act. Please confirm your willingness to exclude this type of liability from any limitation.
- Additionally, the State cannot accept limitations of liability for an amount less than the total, 4-year contract rate. Please express your willingness to set a limit at this amount.

We are agreeing to DFR's request for carve out for uncapped liability for security breaches.

We are also agreeing to a four-year contract dollar amount for the limitation of liability cap.

- d. In your Technical Proposal (Attachment F), "FDGS commits to obtaining office space that meets the requirements of SoW Section 9.1 with no cost passed onto the State", but in your Cost Proposal (Attachment D), there is \$454,000.00 allocated to office expenses. Can you please clarify this discrepancy?

The information in the Cost Proposal (Attachment D) indicating that there is an amount allocated for office expenses is correct.

Signature  _____
Title _____ Authorized Signer _____

Date 5/5/2022