



Response to Bidders' Questions

Performance Audit Services
CIRM RFP #2551

1. On Page 18, of the RFP, section c. Contract Terms and Conditions, it states, "All prospective bidders must indicate in the Proposal Transmittal Letter that they understand and will comply with the terms and conditions in the Independent Consultant Agreement." Does this mean that none of the terms & conditions found in Appendix 1 are negotiable?

Response: Bidders must propose any changes to the Independent Consultant Agreement (Agreement) standard terms and conditions in their proposal. CIRM will consider the proposed changes in its evaluation of the proposal. Any changes to the standard terms and conditions will be negotiated with the successful bidder prior to contract award. CIRM's intent is to enter into an Agreement that complies with applicable audit and professional standards and CIRM's contracting policies.

2. Can clauses be added to the contract terms, such as a limitation of liability?

See response to Question #1.

3. Can a clause be added that allows Contractor to terminate the contract without cause? If not, what is the process is for terminating the contract if contractor does not feel that CIRM is upholding their end of the responsibility to provide the necessary information?

Response: As stated in the Independent Consultant Agreement, Section II. B., the Consultant may submit a written notice to terminate the agreement only if CIRM should substantially fail to perform its responsibilities as provided in the agreement.

4. Did any issues arise with the format of the prior Performance Audit report issued previously?

Response: There were no issues with the format of the prior Performance Audit report.

5. Can language be added to the paragraph that speaks to indemnification to clarify that the indemnification applies only to the extent caused by or resulting from the consultant's work?

See response to Question #1.

6. How will CIRM make sure that 3rd parties provide necessary information to complete the work?

Response: CIRM does not foresee the need for the Consultant to access information from third-parties. Although CIRM contracts out its accounting function to the California Department of General Services, CIRM's annual financial audit covers most of the accounting function, including formal testing of accounting transactions. The scope of the performance audit should not duplicate formal testing of accounting transactions currently performed by the financial auditor. Bidders must state in their proposal why they want access to third-party information and how they will use the data. If the successful bidder provides a compelling reason for access, CIRM will arrange for access.