

	<p align="center"><b>Questions and Answers Part #3</b>  <b>Drug Use Review Analyses, Evaluations &amp; Interventions for</b>  <b>Maryland Medicaid Participants (DUR)</b>  <b>MDH/OPASS 19-17828</b>  <b>August 16, 2018</b></p>	
<i>RFP Section Number and Page Number</i>	<i>Questions</i>	<i>Response</i>
RFP Section 5.2.1, page 44	<p>This section of the RFP states that proposals should be submitted to the Procurement Officer. However, the RFP Key Information Summary Sheet indicates that proposals should be shipped to Dana Wright who is the Contract Officer. Please confirm the address and contact for delivery of responses.</p>	<p>The address for proposal submission is  201 W. Preston St, Room 416 A  Baltimore, MD 21201  Attention: Dana Wright, Contract Officer</p>
RFP Appendix 1, Abbreviations and Definitions, Number 24, page 137	<p>This section of the RFP provides the following definition:  “Go-Live Date – The date, as specified in the Notice to Proceed, when the Contractor must begin providing all services required by this solicitation.”  Please confirm if the Go-Live Date is equal to the beginning of Operations and Maintenance Phase.</p>	<p>A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go-Live Date and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.</p>
RFP Appendix 1, Abbreviations and Definitions, Number 38, page 138	<p>This section of the RFP provides the following definition:  “Notice to Proceed (NTP) – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go-Live Date and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.”  This language states the Go-Live Date is the official start date of the Contract; however, RFP Section 2.3.1.1 states</p>	<p>The Go-Live Date is the official start date of the Contract. Section 2.3.1.1 states-The entrance criteria for the Planning Phase of the contract is that MDH and the Contractor sign the Contract.</p>

	the executed contract is the entrance criteria for the Planning Phase. Please provide clarification.	
RFP Section 2.3.1, Planning Phase, page 3	<p>The RFP states that “The Planning Phase includes all activities from Notice To Proceed (NTP) to the point that the Contractor is ready to assume Operation and Maintenance duties. The Contractor shall finish all Planning Phase requirements and deliverables within one (1) calendar month of NTP.”</p> <p>Is within one (1) calendar month of NTP, in this and all other sections where referenced, from the contractor receipt date of the NTP?</p>	Yes
RFP Section 2.3.1.5, Transition Plan, page 4	<p>The RFP states that “The Transition Plan describes what activities are required from the incoming Contractor and the outgoing vendor to ensure a successful handover of responsibilities. As part of the Transition Plan, the Contractor shall include information and plans for: communications management, risks and issues, and project management. The Contractor shall include estimate timelines for activities required to complete the transition. The Transition Plan draft is due to the Contract Monitor at a mutually agreed upon time after NTP and the final plan is due no later than the Kick-Off meeting. As part of transition activities, the following online services shall be established by the Go-Live date.”</p> <p>This requirement requests the draft Transition Plan on a mutually agreed-upon time after the NTP followed by the final plan due no later than the Kick-Off Meeting; however, the Kick-off meeting is due within five (5) Business Days of NTP. Please confirm if this time is accurate.</p>	Yes. This time frame is accurate.
RFP Section 2.3.2.1.1, pages 5 - 7:	Is there is any requirement for how much historical data MDH will require the selected contractor to load (if any).	See Addendum # 2. The Offeror shall load at least 3 (three) years of historical data.
RFP Attachment B-1, pages 59 – 60	We understand that, as per Attachment B-1, Offerors may not alter the Financial Proposal Form. Please confirm that Offerors may add their name and the solicitation number to the form, as long as we do not alter the formulas or any other aspect of the form.	Yes
RFP Section 2.3.2.6.1 Page 11-12	The Direct/Secure+ software is associated with different tiers of pricing corresponding to specific requirements. Could you provide more information regarding the	<p>Contact IBM:</p> <p><a href="https://www.ibm.com/us-en/marketplace/high-volume-secure-file-transfer/details">https://www.ibm.com/us-en/marketplace/high-volume-secure-file-transfer/details</a></p>

	Connect: Direct/Secure+ infrastructure, perhaps even representative IBM part numbers required to connect to the infrastructure using a Linux client?	Note: Linux and the Needs to communicate with the MD Annapolis Data Center (ADC) using Linux. For the purposes of this contract contractor will only need one (1) simultaneous connection and they are required to purchase Secure Plus.
Attachment B-2, Financial Proposal Form & RFP Section 2.3, Scope of Work – Requirements Page 11-12	The line items in Attachment B.2, Financial Proposal Form, align to the tasks detailed in RFP Section 2.3, with two exceptions: 2.3.2.6, IT Services, Data and Connectivity (RFP p11), is not included in Attachment B.2, and 2.3.2.7, Continuing Education (CE) Programs (RFP p12), is mislabeled in Attachment B as 2.3.2.6. As offerors are instructed to not make any alterations to the proposal form, would MDH kindly reissue an updated Attachment B.2 which aligns to Section 2.3 of the RFP?	See Addendum # 2.
5.4.2.11 Page 57	<p>RFP Text -An Offeror must include in its Proposal a commonly accepted method to prove its fiscal integrity. If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&amp;L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).</p> <p>In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:</p> <ul style="list-style-type: none"> <li>(1) Dun &amp; Bradstreet Rating;</li> <li>(2) Standard and Poor's Rating;</li> <li>(3) Lines of credit;</li> <li>(4) Evidence of a successful financial track record; and</li> <li>(5) Evidence of adequate working capital.</li> </ul> <p>Given the length of our audited financial statements (more than 200 pages), can Bidders provide these documents in electronic format only?</p>	You may provide that information in the format suitable for you. Please clearly label the submission as financial statement audit.
5.2.2 Page 53	RFP Text -An electronic version (on Compact Disk/CD, Digital Versatile Disc/DVD, or Universal Serial Bus/USB Flash/Thumb Drive) of Volume 1 - Technical Proposal in Microsoft Word format must be enclosed with the original Volume I - Technical Proposal submission.	Yes

	Can bidders submit the project work plan in a PDF version in the technical proposal?	
5.2.4 Page 53	<p>RFP Text -Beginning with Tab B (see RFP Section 5.4.2.3), all pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”). The Title Page, Table of Contents, and any Claim of Confidentiality (Tabs A and A-1; see RFP Sections 5.4.2.1 and 5.4.2.2), should be numbered using romanettes (ex. i, ii, iii, iv, v, etc.).</p> <p>For ease of evaluation, may proposals be numbered consecutively by Tab? For example, for Tab B, page B-1 - B-x, Tab C - C-1, C-x, etc.</p>	Yes
5.2.4 Page 53	<p>RFP Text- Beginning with Tab B (see RFP Section 5.4.2.3), all pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”). The Title Page, Table of Contents, and any Claim of Confidentiality (Tabs A and A-1; see RFP Sections 5.4.2.1 and 5.4.2.2), should be numbered using romanettes (ex. i, ii, iii, iv, v, etc.). This requirement asks for all pages to be consecutively numbered. Does this requirement apply to:</p> <ul style="list-style-type: none"> <li>&gt;Financial Statements with are 100+ pages and have their own table of contents/numbering scheme</li> <li>&gt;Secured PDFs which can’t be altered so page numbers can’t be placed on the page; and</li> <li>&gt;Forms and any other attachments</li> </ul> <p>Can these documents be treated as unnumbered attachments but still appear on the Table of Contents?</p>	<p>All pages should be consecutively numbered. Exceptions may possible; however, they need to be identified in the transmittal letter, table of contents, individual Tabs, and separate cover page within each Tab in the technical proposal</p>
5.2.2 Page 53	<p>RFP Text -An electronic version (on CD, DVD, or USB Flash Drive) of Volume II - Financial Proposal in Microsoft Word or Microsoft Excel format must be enclosed with the original Volume II - Financial Proposal submission. May bidders submit the electronic copy in searchable PDF in lieu of Microsoft Word for the financial proposal?</p>	MS Excel
5.2.2 Page 53	<p>RFP Text -An electronic version (on Compact Disk/CD, Digital Versatile Disc/DVD, or Universal Serial Bus/USB Flash/Thumb Drive) of Volume 1 - Technical Proposal in Microsoft Word format must be enclosed with the original Volume I - Technical Proposal submission. If preexisting documents (such as Audited Financial Statements) are not</p>	Yes

	available in a native MS Office format, is it permissible to include them in their Adobe PDF format on the MS Word DVD version of the proposal?	
5.2.2 Page 53	RFP Text -An electronic version (on CD, DVD, or USB Flash Drive) of Volume II - Financial Proposal in Microsoft Word or Microsoft Excel format must be enclosed with the original Volume II - Financial Proposal submission. May bidders submit the electronic copy in searchable PDF in lieu of Microsoft Excel for the financial proposal?	Please submit documents as instructed in the RFP.
5.4.2.1 and 5.4.2.2 Page 54	RFP Text -5.4.2.1 Title Page and Table of Contents (Submit under TAB A). The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number. 5.4.2.2 Claim of Confidentiality (If applicable, submit under TAB A-1). Any information which is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents, and if applicable, also in the Offeror's Financial Proposal. There seems to be a discrepancy in the order of the Title Page, the Table of Contents, and the Claim of Confidentiality. Section 5.4.2.1 states that the Table of Contents should follow the Title Page, but Section 5.4.2.2 states that the Claim of Confidentiality should appear between the Title Page and Table of Contents. Can you please clarify?	If the proposal included confidential information this sheet appears before the table of contents.
2.3.4(1)(b) ( i) Page 27	RFP Text-Provide a toll-free number staffed by a Clinical Pharmacist during Normal State Business Hours to answer provider inquiries. Please provide the monthly volume of provider calls answered by a clinical pharmacist.	This information is not currently available. Contractors should estimate 75-80 calls/month
RFP Section – 2.3.2.6 IT Services, Data and Connectivity y Subsection 2.3.2.6.1 Page 20	RFP Text-2.3.2.6 IT Services, Data and Connectivity The Contractor shall: 2.3.2.6.1 Modify or update its software to be compatible with all Federal or State mandated changes at no expense to the Department for the life of this Contract; Q1: Will the State allow modifications or updates for	The State will not allow modifications or updates for mandated expenses to be subject to a change modification, nor will the State allow the Contractor to charge the State for costs when such changes require modifications to code(s).

	<p>mandated expenses to be subject to a change modification? Q2: Will the State allow Contractor to charge State for costs when such changes require modifications to code(s), i.e. programming changes require experienced person(s) with required development skills to develop, test, and release in production, all which are costly expenses to the Contractor?</p>	
<p>RFP Section - 3.2.3.3 Incident Response Requirement (6) Security Page 33</p>	<p>RFP Text-(6) The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and indemnify, hold harmless, and defend the State and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.</p> <p>Contractors are not able to provide notification to breaches or incidents which are not under Contractor's control, that of its subcontractors, or of which it does not become aware.</p> <p>Will the State please confirm that notification obligations related to an "other event requiring notification under applicable law" are limited to the events of which Contractor's becomes aware of or is responsible for either through its own actions or a actions of its subcontractors.</p>	<p>Section 3.2.3.3 obligates the Contractor to comply with notification requirement in law. It is a standard provision for State Information Technology procurements and will not be modified.</p>
<p>RFP Section - 4.3 Questions Page 41</p>	<p>RFP Text-Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer via email in a timely manner prior to the Proposal due date. Questions are requested to be submitted at least five (5) days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to</p>	<p>The Contract language treats all Offerors the same and serves the State's best interest. While Offerors may include exceptions in their Proposals, the Department does not anticipate any substantive changes in Contract language.</p>

	<p>all vendors that are known to have received a copy of the RFP in sufficient time for the answer to be taken into consideration in the Proposal.</p> <p>Will the Contractor have an opportunity to negotiate exceptions or changes to the sample contract language prior to mutual Contract execution?</p>	
Attachment M, Section 4.3 Payments Page 127	<p>RFP Text-4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.</p> <p>i. Will the State please outline what constitutes satisfactory performance?</p> <p>ii. Will the State identify what remedies are available to the Contractor in the event the Procurement Officer does not deem the work to be performed in a satisfactory and timely manner?</p>	<p>(i) Please refer to Section 2.1 of Attachment M, which obligates the Contractor to perform in accordance with the listed Contract documents. (ii) Please refer to Section 12 of Attachment M, which incorporates the disputes provisions under Maryland law and regulation.</p>
Attachment M, Section 20 Page 132	<p>RFP Text-20. Suspension of Work The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.</p> <p>Will the State please permit just and equitable compensation during periods of suspension and a reasonable time limit to such periods?</p>	<p>The clause is substantially the same form as the language mandated by COMAR 21.07.01.16.</p>

Attachment M, Section 26 Page 133	<p>RFP Text-26. Compliance with Laws The Contractor hereby represents and warrants that: a. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; b. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract; c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.</p> <p>Q1: Will the State agree that changes to applicable laws or enactment of new applicable laws or regulations shall be handled through modifications to the Contract?</p> <p>Q2: Will the State please confirm that such compliance is required for applicable laws and policies in effect at the time of the proposal submission?</p>	<p>Q1. The Department will not modify Section 26 of Attachment M.</p> <p>Q2. The obligation to comply with laws and regulations applies to laws and regulations at the time of Proposal submission and throughout the term of the Contract.</p>
Attachment M 29.1 (c) Liability, Section Page 134	<p>RFP Text- c. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall not exceed &lt;&lt;two (2)&gt;&gt;times the total value of the Contract or \$1,000,000, whichever is greater. Section 6 ("Indemnification") of this The above limitation of liability is per incident.</p> <p>Will the State consider modifying the RFP to a liability cap of one (1) times the annual contract value of the Contract.</p>	<p>The Department will not modify this Section of Attachment M.</p>
Attachment M, Section 10, Indemnification Page 130	<p>RFP Text-10.1 At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action</p>	<p>Section 10.1 of Attachment M obligates the Contractor to indemnify the State for losses arising out of the Contractor's and subcontractor performance or nonperformance of the Contract. Under Section 10.2 of Section M, the indemnification excludes losses attributable solely to the negligence of the State or State employees.</p>



	<p>or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent. Will the State please confirm the obligation to indemnify is also limited to indemnification of the Contractor's negligence and willful misconduct?</p>	
	<p><b>Revised Attachment B-2 Financial Proposal Form</b></p>	