

**RFP#: MHCC 22-001**

**Data Management for the Maryland Medical Care Data Base**

**Q&A #3**

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The MHCC is making available questions and answers to prospective Offerors known by the Issuing Office to have received the above-referenced RFP. Updates will follow as we receive additional questions from potential Offerors.

**1. Question: Section 2.2.3 Current Environment. Figure 2: Data Warehouse and Access Environment, pg. 13**

Could the State please indicate whether the "SAS Server" here is either (1) owned and operated by the Current MCDB Data Vendor, (2) owned by the State of Maryland and operated by the Current MCDB Data Vendor, or (3) owned/operated under a different arrangement?

*Answer:* The State currently owns a bundle of SAS 9.4 licenses for the enclave. The Software is licensed as a bundle of technology and not an “integrated solution”.

**2. Question: Section 2.2.3 Current Environment. Figure 2: Data Warehouse and Access Environment, pg. 13**

Is this SAS Server the same one referenced in 2.2.3.4 "MHCC Provides MHCC-Approved users, MHCC staff and vendor analysts and programmers, with SAS licenses?" Is this SAS server aligned to these MHCC provided licenses?

*Answer:* Yes.

**3. Question: Section 2.2.3.4.B Current Environment. SAS Access, pg. 16**

This section indicates that the vendor solution "Allows users to provide their own licenses" (SAS). Could the State please elaborate on how this is achieved currently? For example, is this to enable 3rd parties who have their own SAS environment/license to connect to the SAS Server and access data in the enclave?

*Answer:* This is not happening currently as the enclave can only be accessed via an assigned virtual machine to an authorized user. However, the State Cloud solution via AWS will accommodate such access.

**4. Question: Section 2.2.3.1 , pg. 13**

What is the average size of the quarterly files submitted by the 37 payers, by payer and type of file?

*Answer:* See Section 2.2.3.4 for historical database size. Refer to Appendix 4 - Data Submission Templates and Manuals for file types and numbers of payers.

5. **Question: Section 2.3.1.B.1.i “Task One: Data Intake, Operations and Management”, pg. 21**

There is a requirement to compile and circulate (via the Portal) an annually updated Frequently Asked Questions (FAQs) document which includes a summary of common problems related to data submissions, along with relevant frequently asked questions. Is there a system in use to compile FAQs? If yes, please provide the system's name, and will this system or the data it contains be transferred to the awardee?

**Answer:** There is not a system to compile this information. All previous FAQs will be available to the Contractor while compiling and circulating additional FAQs to update the documentation annually.

6. **Question: Section 3.1.3.B “ Demonstration and Approval” , pg. 57**

Item "B" is to demonstrate the proposed solution within 45 calendar days of the kick-off meeting. Following the demonstration, there is a month to document and incorporate changes requested by the MHCC. Item "C" talks about the collaboration with the Current MCDB Data Vendor. Does the collaboration period start on January 15 if the kick-off meeting is on November 1 (kick-off meeting + 45 days + 30 days)? How long is the expected collaboration period?

**Answer:** To complete all transition tasks, including tasks B and C, the Contractor would benefit from working with the Current MCDB Vendor; therefore, the collaboration period will start once the Contractor's contract is finalized. Please note that the collaboration period will not extend beyond 12/31/2021.

7. **Question: Section 3.2.7 “End of Contract Transition”, pg. 58**

Please provide a summary of the current hardware configuration. How many servers are in use currently? What is the CPU, memory, and DAS storage configured in each server? How much network (Cloud, SAN, or NAS) storage is in use, excluding any backup storage?

**Answer:** The requested information will be the Offeror's proposed solution if awarded the contract.

8. **Question: Section 2.5.4 “Modification Option – MD State Cloud Solution”, pg. 49**

Given that the Modification Option – MD State Cloud Solution (Section 2.5.4) was originally listed as a modification option in the RFP, should all Offerors price 7 years of hosting separate and outside the MD State Cloud solution pricing.

**Answer:** Yes, please provide pricing in Tab 6 "MDThink Cloud Solution" as required in Attachment B Financial Proposal .

9. **Question: Section 2.5.4 “Modification Option – MD State Cloud Solution” , pg. 49**

Will the government please confirm that in the Disaster Recovery-Normal scenario, the size and scope of recovery from backup is the 28TB? If not, will the government please specify the normal backup storage requirements?

*Answer:* The size and scope of the backup is based on all current data warehouse and production files and historical files in the MCDB, for 2010-2018 data that is 28TB, therefore the storage requirement would be incrementally higher each year.

**10. Question: Section 5.2.9 “Proposal Delivery and Packaging” , pg. 49**

Please advise how to comply with instructions provided in 5.2.9 and 5.2.10 when submitting electronically through eMMA. These instructions appear to only be applicable to proposals submitted via mail or hand-delivery.

*Answer:* These instructions are included for proposals that are being submitted by hand or mail as State in Section 5.2.7. If submitting via eMMA, you do not need to follow these instructions.

**11. Question: Section 5.3.2.G “Experience and Qualifications of Proposed Staff” , pg. 106**

In Section G of the solicitation, Resumes are specifically excluded from the Tab F page count. Please confirm that Letters of Intended Commitment to work the project from Key Personnel and proposed subcontractors are also excluded from the Tab F. 3-page limit.

*Answer:* MHCC confirms Letters of Intended Commitment are excluded from the Tab F 3-page limit.

**12. Question: Section 5.3.2.E “Minimum Qualification Documentation” , pg. 100**

Section 5.3.2.E Minimum Qualification Documentation stipulates that any references required in RFP Section 1 shall be submitted under Tab D. Section 5.3.2.I References stipulates at least three (3) references from customers are required. Are the references required in Section 5.3.2.E and Section 5.3.2.I the same?

*Answer:* References required in Section 5.3.2.E include those related to minimum qualifications documentation. Section 5.3.2.I does not require this, though there may be an overlap in the references used for these purposes.

**13. Question: Section 5.3.2.A “Title Page and Table of Contents” , pg. 99**

At Section 5.3.2.A, the solicitation instructs that the Title Page and Table of Contents comprise Tab A. Section 5.3.2.B instructs that the Claim of Confidentiality, if applicable, shall comprise Tab A-1 and shall be "...placed after the Title Page and before the Table of Contents in the Technical Proposal..." Does the State of Maryland want Tab A-1 placed in the middle of Tab A, following the Title page and before the Table of Contents?

*Answer:* Yes, as outlined, prior to the table of contents to ensure readers know the sections they may be navigating to are confidential and/or proprietary.

**14. Question: Section 5.3.2.A “Title Page and Table of Contents” , pg. 99**

Can the State please confirm that the first page of any proposal must be the Title page contained within Tab A, as described by Section 5.3.2.A No separate cover page is required or desired by the State.

*Answer:* Yes.

**15. Question: Section 2.5.4 “Modification Option – MD State Cloud Solution”, pg. 49**

Given the State of MD response in Pre-proposal Conference and Q&A released 28 MAY 2021 where the State of MD intends to transition to the MD State Cloud Solution (Section 2.5.4) in year 3, is 2.5.4 no longer an optional task, but rather a mandatory requirement?

*Answer:* The State’s goal is to transition in Year 3, but in the case that it is not feasible, the State has requested pricing for the option to be carried out in Year 4 or 5, see Attachment B Financial Proposal\_MCDB Data Mgmt Services – Revised, tab “MDThink Option-Mod”.

**16. Question: Section 2.5.4 “Modification Option – MD State Cloud Solution”, pg. 49**

In RFP Section 2.5.4 Modification Option – MD State Cloud Solution, Part A, the State of MD discusses migration to the MD Cloud Based environment. In RFP Section 2.5.4 Modification Option – MD State Cloud Solution, Part B the State of MD discusses synchronization between the MD cloud-based environment and the contractors’ hosted environment. Does migration to MD’s cloud-based environment mean closing the vendor’s hosting environment? If so, does Part B only apply to the period of migration to the Maryland State Cloud Solution? Following that migration period, the vendor’s hosted environment would therefore no longer operate in support of MHCC MCDB. Is this the correct interpretation?

*Answer:* RFP Section 2.5.4 separates these two items as A and B so that the State can evaluate using either of the options. Please note that 2.5.4.A.2-3 include the migration. While it is true that the vendor’s hosting environment may no longer be needed, that cannot be confirmed at this time.

**17. Question: Section 5.2.6 “Proposal Delivery and Packaging”, pg. 98**

There are some materials to be included as part of the technical proposal, such as financial statements and insurance certificates, that are available only in PDF format and not Word format. What is the State’s preference for submission of such documents? Are vendors only allowed to include in the PDF version of the proposal?

*Answer:* Yes, it is acceptable to omit the pdf documents from the Microsoft Word version and include them in the Adobe PDF version. The Insurance Certificates are only required after the Offeror receives notice of recommendation of award, as stated in Section 7 "RFP Attachments and Appendices" of the RFP.

**18. Question: Section 5.2.6 “Proposal Delivery and Packaging”, pg. 98**

Could the State clarify what information is considered as non-confidential in the Financial Proposal?

*Answer:* It is the Offeror's responsibility to discern which cost components are considered proprietary; please refer to Section 4.8 "Public Information Act Notice" of the RFP.

**19. Question: Section 2.5.1.B.8 “Optional Tasks Related to Task One”, pg. 46**

Will MHCC consider an alternative source for methodology other than 3M?

*Answer:* No, our sister agency HSCRC uses 3M for their Case-mix data. The State will provide a license agreement for 3M at no cost to the Contractor.

**20. Question: Section 3.7.5 “Data Protection and Controls”, pg. 68**

Page 68 of the RFP reads, “The Contractor shall provide its services to the State and the State’s end users solely from data centers in the U.S.”. Does the State consider offshore resources, who perform all work remotely in a virtual data enclave located in the U.S., acceptable to perform services on this project?

*Answer:* No such resource would be processing State data outside of the United States.

**21. Question: Section 2.2.3.4 “Data Enclave”, pg. 16**

The RFP states that currently MCDB commercial data include ~ 4-4.5 million unique covered lives per year, in the database. Are there any gaps in the commercial data due to the voluntary submission of the self-insured Employee Retirement ERISA data, and how significant is this?

*Answer:* Pursuant to the SCOTUS ruling in *Gobeille v. Liberty Mutual Insurance Company*, the MCDB does not collect data from self-insured employers.

**22. Question: Section 2.2.3.4 “Data Enclave”, pg. 16**

On average, what is the total size (GB) for all data files (Commercial, Medicaid and Medicare) per each data loading cycle?

*Answer:* For database size for historical data, see Section 2.2.3.4. Please refer to Appendix 4 - Data Submission Templates and Manuals for file types and numbers of payers.

**23. Question: Section 3.1.2 “Transition-In Plan”, pg. 56**

As part of the transition plans, will the State provide both the raw data file as received from submitters and the fully processed data by the current MCDB vendor?

*Answer:* Yes.

**24. Question: Section 2.4.4.C “Data Collection and Process Schedule – For Commercial Data Submitters\*”, pg. 43**

The RFP lists the Medicaid data as semi-annual and annual data, but page 44 states Hilltop typically submits the data in September. Are files only submitted on an annual basis? What types of files are submitted – semi-annual or annual?

*Answer:* The files are submitted twice a year. Medicaid via Hilltop will still submit annual files as well in addition to the semi-annual files. The files submitted are for professional, pharmacy, provider, institutional, and eligibility files.

**25. Question: Appendix 1 “Abbreviations and Definitions”, pg. 152**

Under this solicitation, is the “Offeror” defined as the prime vendor that is submitting proposal? Or, does offeror refer to prime and subcontractors listed on the proposal?

*Answer:* Offeror is defined as the entity that submits a Proposal in response to this RFP.

**26. Question: Section 4.26 “MBE Participation Goal”, pg. 89**

Would an offeror that targets a VSBE for 15% of the work and an MBE for 1% be graded equivalent to an offeror that targeted an MBE 15% of the work and VSBE for 1%?

*Answer:* No, it will affect the ranking of the proposal. Offerors must make a good faith effort to meet the established MBE Goals. See RFP Section 4.26 MBE Participation Goal for further details.

**27. Question: Section 3.10.3 “Key Personnel Identified”, pg. 75**

Is it correct to assume that the Computer Programmer and the Health Policy Subject Matter Expert positions do not require references?

*Answer:* These positions are included as part of the Key Personnel; therefore, resumes are required, but references are not.

**28. Question: Section 2.4.4.A “Transition-In Deliverables Summary Table”, pg. 38**

Should offerors consider deliverable 3.1.3.B on page 39 of the RFP to serve as a “Go live” date for the system? If not, when is the official “Go live” date for the entire system (Data Submission Portal, Data Warehouse, Data Enclave, and Wear the Cost Website)?

*Answer:* Yes, please consider 45 calendar days after the kick-off meeting as the "Go live" date. Depending on the proposed solution, the State may have flexibility, but all transition-in tasks must be completed by 12/31/2021.

**29. Question: Section 2.5.4 “Modification Option – MD State Cloud Solution”, pg. 49**

Regarding the optional step indicating a system migration in the state’s cloud environment in Year 3, should we assume the cost of the infrastructure and hosting and labor associated with managed hosting services will be covered by the state for Years 4-7?

*Answer:* Yes, for this optional task the cost of the infrastructure, hosting, and labor associated with managed hosting services would be covered by the State.

**30. Question: Section 2.5.4 “Modification Option – MD State Cloud Solution”, pg. 49**

Is there an expectation for the contractor, to create and deploy the “data enclave capability” in the state’s cloud environment in Year 3? If so, will the state have the required hardware, software, virtual private network, compliance, and virtualization options in place?

*Answer:* Yes.

**31. Question: Section 2.2.2 “Project Background”, pg. 10**

Can the State please confirm whether Medicare Advantage data is either being currently collected or is part of the anticipated scope for this contract?

*Answer:* This data is currently being collected and is part of the scope of this contract.

**32. Question: Section 2.2.3.4 “Data Enclave”, pg. 16**

The RFP notes that "MHCC provides MHCC-approved users, MHCC staff and vendor analysts and programmers, with SAS licenses" and also notes (in Section 2.2.3.4.v) that the current solution "Allows users to provide their own SAS licenses." Can the State please confirm whether SAS licensing for end users (both State and State-approved) will be provided by the State or instead must be provided by the contractor?

*Answer:* The State will provide all SAS licenses, as stated in Addendum #1 amendment #5.

**33. Question: Section 2.3.2.A “Data Warehousing and Maintenance”, pg. 25**

The RFP states that the "Contractor shall implement, execute, and host a centralized Data Warehouse on the Contractor's premises..." Is the State opposed to a cloud-based solution that does not include physical on-premises warehousing of the MCDB data?

*Answer:* The State is not opposed to a cloud solution.

**34. Question: Section 2.3.2.A “Data Warehouse Hosting and Maintenance”, pg. 25**

The RFP notes the transition-in process and related requirements. Can the State please clarify and confirm the anticipated timeline for the full transition-in and implementation processes?

*Answer:* MHCC anticipates the Contract will commence in November; the goal is to have at least 2months for the transition period, which will end on 12/31/2021.

**35. Question: Section 2.3.5 “Task Five: Ad-Hoc Work Orders”, pg. 32**

- (a) This task is not included in the instructions for Tab E. Can the State please clarify whether responses to these optional tasks should be included and, if yes, where the State would like them located?
- (b) If a response to this section is required in Tab E, can the State please clarify if the responses to these ad-hoc tasks count against the page limit of 30 pages?

**Answer:**

- (a) Please note Ad-Hoc Work Orders referenced in 2.3.5 are separate from optional tasks identified in 2.5. Section 2.3.5 shall be addressed as required in F.1.a.iv “Task Four: Project Management and Oversight”, submit under Tab E Subtab 4.
- (b) The Optional tasks identified in 2.5 are included as part of the page limit.

**36. Question: Section 2.5.2.3 “Preparation of Files for MHCC-Approved Data Users”, pg. 47**

- (a) Can the State please confirm whether or not the Offeror is required to encrypt the member IDs delivered in the SAFs and LDSs for each delivery and that a distinct encryption method/key for each data recipient is required?
- (b) If this is a requirement, can the State confirm whether or not the recipient-specific method/key needs to be stored and consistently applied to all future data release for the same data recipient?

**Answer:**

- (a) Yes, the Offeror is required to encrypt all insured member IDs delivered in the SAFs and LDSs for each delivery, and that a distinct encryption approach unique to each data recipient is required.
- (b) The encrypted member IDs unique to the data recipient should not change for an approved project for the duration of the data use agreement (DUA) between MHCC and the data recipient. However, all DUAs must be renewed and approved annually. The data recipient can reuse the data for a different scope of work using the previously released data. A new application (with application fee), MHCC approval, and DUA (scope modification) are necessary before data reuse. Application for a new year of data for the previously approved scope of work requires a new application and fees. The member IDs will not change at this point. However, once the DUA expires, the data recipient must destroy all previously released data and submit a certificate of destruction to show that the event did happen. The encrypted IDs will not be used in future data releases for the same data recipient once the data recipient destroys the data.
- (c) The MHCC Contract Monitor makes all decisions on whether or not to store encrypted member IDs.

**37. Question: Section 3.2 “End of Contract Transition”, pg. 58**

Our proposed solution includes proprietary intellectual property (IP) delivered using a Software as a Service (SaaS) model. This data integration platform serves a large number of APCD clients and predates Maryland's APCD implementation. We are fully willing to disclose the business

rules (e.g., data quality validations, value-add logic, etc.) of our IP to the State and provide source code for any work product developed for the exclusive use of Maryland. For shared services delivered as part of our cross-client SaaS platform, we would not expect to transfer IP and source code to another vendor. Is this acceptable to the State?

*Answer:* Yes.

**38. Question: Section 3.15.3 “Source Code Escrow”, pg. 81**

For vendors with a Software as a Service model in which software cannot be run independently of the complete, cross-client solution and for which the code customization is not required, is a Source Code Escrow agreement still applicable?

*Answer:* Yes.

**39. Question: Section 5.3 “Volume I - Technical Proposal”, pg. 99**

Beginning with Section 5.3.2.A (“Title Page and Table of Contents (Submit under TAB A)”), the RFP identifies contents that should have designated tabs. Can the State please clarify how it would like Offerors to address the requirement for both tabs and subtabs given the electronic submission format (e.g., would the State like to have designated tabs and subtabs be headings)?

*Answer:* Yes, please include functional headings in the Table of Contents that link to the specific tabs and subtabs.

**40. Question: Section 5.3.2.B “Claim of Confidentiality”, pg. 100**

Can the State please confirm that this section, if applicable, should interrupt the two sections designated for inclusion under TAB A- that is (1) the Title Page and (2) the Table of Contents?

*Answer:* Yes, as outlined, prior to the table of contents to ensure readers know the sections they may be navigating to are confidential and/or proprietary.

**41. Question: Section 5.3.2.C “Offeror Information Sheet and Transmittal Letter”, pg. 100**

Can the State please identify the acceptable approaches to signing the Transmittal Letter (e.g., an image of a “wet” signature, an Adobe digital signature, etc.)?

*Answer:* An image of a signature, an Adobe (or other) digital signature, and a scanned signature are all acceptable.

**42. Question: Section 5.3.2.F.1 “Offeror Technical Response to RFP Requirements and Proposed Work Plan”, pg. 101**

This section requires the Offeror to “address each RFP requirement (RFP Section 2 and 3) in its Technical Proposal with a cross reference to the requirement.” Can the State (a) please clarify the wanted approach given that the requirements in sections 2 and 3 consumer 30 pages themselves and the page limit for this response section is 30 pages and (b) the requirements in Section 5.3.2.F

do not align in numbering or quantity with RFP sections 2 and 3. Specifically does the State want offerors to number and address the requirements as identified in 5.3.2.F, cross-referencing the that are also mentioned in sections 2 and 3 as applicable, or instead to use the numbering and more expansive lists from sections 2 and 3?

**Answer:** Offerors shall follow the format specified in 5.3.2.F and cross-reference RFP Sections 2 and 3 when applicable.

**43. Question: Section 5.3.2.F.3 “Experience and Qualifications of Proposed Staff”, pg. 104**

The RFP identifies desired tab lettering for sections 5.3.2.F.1 and 5.3.2.F.2 but stops indicating tab lettering for the remainder of this section before resuming tab lettering with Section 5.3.2.G ("Experience and Qualifications of Proposed Staff (Submit under Tab F..."). If the required responses to RFP sections 5.3.2.F.3 - 5.3.2.F.14 should include tab/subtab lettering, can the State please identify the desired protocol?

**Answer:** Please include under Tab E, Subtab 7.

**44. Question: Section 5.3.2.G.3 “Experience and Qualifications of Proposed Staff”, pg. 106**

The title of this RFP section notes that resumes do not count against the 3-page limit. Can the State please confirm that the required "letters of intended commitment" from both Offeror and any subcontractors also do not count against the page limit?

**Answer:** Letters of Intended Commitment do not count towards the page limit.

**45. Question:** What is the current solution doing extremely well that is important to MHCC in a new data warehouse partner?

**Answer:** All current existing functionality of the data warehouse will be important.

**46. Question: Section 5.2 “Proposal Delivery and Packaging”, pg. 98**

Please confirm if a hard copy proposal is needed or if the submission through EMMA is sufficient.

**Answer:** Hard copies are not a requirement; it is an alternative if Offerors choose not to submit proposals through eMMA.

**47. Question: Section 2.5.4 “Modification Option – MD State Cloud Solution”, pg. 49**

On year 3 of the contract. MHCC is looking for their vendor to transition to a cloud solution. Please clarify if MHCC is considering either option:

- (a) Cloud Based Environment: Hosting their data warehouse in MHCC’s cloud environment  
AWS OR

(b) Synchronized Cloud-Based Environment: Vendor hosting MCDB concurrently with data also being sent to MHCC's AWS cloud via extracts. Keep both environments maintained at the same time.

*Answer:* Please note that the timing of section 2.5.4 is subject to change. The intent of the MD State Cloud solution is to replace the Contractors hosting environment.

**48. Question: Section 1.1 "Offeror Minimum Qualifications", pg. 8**

Is the contractor required to have their CMS Medicare Custodianship certification prior to being awarded the MHCC account? Or will this process be handled after the contractor is awarded with the aid of MHCC?

*Answer:* Please see RFP#: MHCC 22-001 Addendum #1 amendment 2. Restated here: The Offeror shall have current or past experience accepting, storing, processing, interpreting, and analyzing Medicare claims and eligibility data containing PHI as a Center for Medicare and Medicaid Services (CMS) approved Custodian under a Data Use Agreement and Data Management Plan.

**49. Question: Section 5.3.2.E "Minimum Qualifications Documentation", pg. 100**

Should offerors include references in the Offeror Minimum Qualifications Section 1 (TAB D) and the References section (TAB H)? Or should offerors only submit references in the References section?

*Answer:* References required in Section 5.3.2.E include those related to minimum qualifications documentation only. As stated in Section 5.3.2.E "If references are required in RFP Section 1, those references shall be submitted in this section and shall contain the information described in both Section 1 and Section 5.3.2.I.", references may overlap.

**50. Question: Section 1.1.2 "Offeror Minimum Qualifications", pg. 8**

The State requires the Offeror to "possess five (5) years of experience in remaining compliant throughout multiple processing steps including, but not limited to: data intake from external submitters, data processing, analytic services, and file dissemination derived from privately insured eligibility data, medical, pharmacy, and dental claims." Can the Offeror have experience with file dissemination derived from privately insured eligibility data, medical, pr pharmacy, or dental claims?

*Answer:* No, the experience required is in processing the data. This experience can be fulfilled by the prime or subcontractors.

**51. Question: Section 2.2.2. "Project Background", pg. 10**

Aetna is not reporting FEHBP data to the APCD from 2017 onward, some self-funded employers do not submit experience data to the Maryland APCD, and self-pay is not included. Are there

plans to use hospital discharge (inpatient and outpatient) data to estimate the impact of the missing data on the TCOC?

*Answer:* There are no plans currently. The missing self-insured data was about a third of the APCD's private data. The loss of the FEHB data was an additional 22% of the remaining privately insured data after the ERISA loss. The total impact of both data losses combined was about 44% (1.68 million members) of the privately insured data from the MCDB. HSCRC did a study recently (2/12/2021) using the discharge data and APCD to determine how representative is the private in the MCDB of the total Commercial population in the State. Results show that despite the data leakages due to ERISA and FEHB, the privately insured data in the MCDB represents well the broader Commercial population in Maryland.

**52. Question: Section 2.2.3.1 “The MCDB Web Portal”, pg. 13**

- (a) Are there any perceived or actual deficiencies in the current portal?
- (b) Does the current portal support everything that is required by the State today?

*Answer:*

- (a) No, there are not. MHCC is looking for best in class solutions that support all of the existing functionality.
- (b) Yes, it does.

**53. Question: Section 2.2.3.2 “Existing Automated ETL”, pg. 15**

Are there any perceived or actual deficiencies with the existing ETL processes?

*Answer:* No, there are not. MHCC is looking for best in class solutions that support all the existing functionality.

**54. Question: Section 2.2.3.2 “Existing Automated ETL”, pg. 15**

Does the current portal and ETL functionality and code that will be transitioned to the new contractor for use on this project meet all relevant SLA requirements stipulated in this solicitation? If no, please provide more information on which SLAs are impacted by the applications and systems that will be transitioned for use on this project.

*Answer:* The current portal and ETL system meet all relevant SLA requirements. However, MHCC is seeking improvements as we launch into a cloud environment and increased frequency of data collection from all reporting entities.

**55. Question: Section 2.2.3.4 “Data Enclave”, pg. 16**

Is the Windows Server 2012 supposed to be Windows Server 2012 R2?

*Answer:* It has been recently updated to Windows Server 2019. See Addendum #3 for the revised Section 2.2.3.4 Data Enclave, second paragraph, pg. 16.

**56. Question: Section 2.3.1.B.8 “Data Collection Management”, pg. 25**

Will the contractor be required to store all versions of claims that are received or only those that are considered final action claims?

*Answer:* Each file in the data repository/warehouse must include only the most recently adjudicated version of each claim.

**57. Question: Section 2.3.2.A.2 “Data Warehouse Hosting and Maintenance”, pg. 25**

Since this requirement is to be a fixed price portion of the contract, please provide the upper limit regarding number of years of claims data that must be retained and available for processing. This information is needed for pricing purposes.

*Answer:* The data warehouse must provide storage for and access to historical data from 2010 to date.

**58. Question: Section 2.3.2.C.4.a “Data Warehouse Access”, pg. 26**

Citrix seems mandatory. Will the State allow the offeror to propose a different solution (e.g., AWS Workspaces with MFA)?

*Answer:* Offerors may propose a different, but equivalent solution.

**59. Question: Section 2.3.6.E “Contractor-Supplied Hardware, Software, and Materials”, pg. 33**

This section states, "All upgrades and regulatory updates shall be provided at no additional cost." It is impossible for a contractor to price reliably upgrades and regulatory updates when these costs and scope of work is unknown at this time. Aside from upgrades that are within the control of the contractor, will the State consider including this requirement in Section 2.3.5 Task Five: Ad-Hoc Work Orders?

*Answer:* No.

**60. Question: Section 2.3.6.F “Contractor-Supplied Hardware, Software, and Materials”, pg. 33**

The State requires that the Offeror price individual software modules separately. In some cases, the contractor may be able to get a discount for bundled software. Will the State accept a software list inclusive of a cumulative bundled price?

*Answer:* Yes, include with Attachment B - Financial Proposal.

**61. Question: Section 2.3.6.A “Contractor-Supplied Hardware, Software, and Materials”, pg. 33**

"By responding to this RFP and accepting a Contract award, the Offeror specifically agrees that for any software, hardware, or hosting service that it proposes, the State will have the right to purchase such item(s) from another source, instead of from the selected Offeror." Contractors may base their fixed price on a solution that is discounted by a provider with bundled services. In

the event the State decides to change the solution adversely affecting the original pricing offered by the contractor, will the Contractor have the right to renegotiate the contract price?

*Answer:* No.

**62. Question: Section 2.3.6.H “Contractor-Supplied Hardware, Software, and Materials”, pg. 33**

"The Offeror shall install and provide all documentation for the software furnished under the Contract." To what degree must all documentation be provided, including: cloud documentation, SAS, or other tools used to provide the services?

*Answer:* The Offeror shall provide documentation for all processes, business rules, enhancements, tools, and any other resources that transforms the data between initial intake and inclusion in the data repository/warehouse.

**63. Question: Section 2.3.6.I “Contractor-Supplied Hardware, Software, and Materials”, pg. 33**

"Material costs shall be passed through with no mark-up by the Contractor." Please clarify the State means by material costs, e.g., does this include Amazon cloud services? Does this include the cost of materials plus indirect costs without fee? Would the 25% potential charge associated with SLA issues apply to reimbursement of such costs?

*Answer:* This includes Amazon cloud services. This applies to cost of materials; no additional costs would be acceptable. The charge associated with SLA issues apply to total invoiced amounts.

**64. Question: Section 2.3.6.I “Contractor-Supplied Hardware, Software, and Materials”, pg. 33**

"Material costs shall be passed through with no mark-up by the Contractor." If costs are incurred by the contractor, please clarify the method the Contractor will need to use to recover costs. Companies bidding this contract may have government-approved accounting systems that require all costs in an organization to be handled in the same manner. For example, a Contractor whose rates are based on total cost input may be required to charged certain types of indirect costs on all costs it incurs. If the State does not want to pay any mark-up on material costs, the State should pay the bill directly. Can this requirement be eliminated?

*Answer:* No.

**65. Question: Section 2.3.6.K “Contractor-Supplied Hardware, Software, and Materials”, pg. 33**

The requirement states the Offeror shall define service level agreements for the operation of all equipment used in the data repository/warehouse. The service level agreements should support a minimum of 95% up time and clearly defined notification for all maintenance activities (including hardware upgrades, software upgrades and security patches). How does this align with the **SLA requirements at 2.6.7 Service Level Measurements Table** (System performance),

Service Availability where the Portal, Data Warehouse, and data access environment shall be maintained at 99.0% uptime performance levels?

*Answer:* 2.3.6.K applies to the hardware, software, and materials, while 2.6.7 applies to the functionality. The State understands the relationship between these and asks that when functionality is outside the requirement in 2.6.7 it is communicated to the Contract Monitor within 24 hours, including a justification and estimated return to service time.

**66. Question: Section 2.3.9.C “Maintenance and Support”, pg. 35**

"Support shall be provided for superseded releases and back releases still in use by the State." Will the State provide all back release requirements for bidding purposes?

*Answer:* No.

**67. Question: Section 2.3.9.C “Maintenance and Support”, pg. 35**

"Support shall be provided for superseded releases and back releases still in use by the State." Will these requirements be part of the fixed price requirement or ad hoc?

*Answer:* Yes, the prices for the requirements are fixed price per unit. Refer to Attachment B - Financial Proposal, tab "Optional Modules".

**68. Question: Section 2.3.9.C “Maintenance and Support”, pg. 35**

"Support shall be provided for superseded releases and back releases still in use by the State." Will the State provide a list of back release requirements that are expected to be performed if it is to be included in the fixed price support?

*Answer:* The back releases are listed in Attachment B - Financial Proposal, tab "Optional Modules", line 20 "Specialized Processing Task"

**69. Question: Section 2.3.9.1 “Maintenance and Support”, pg. 35**

How is the State distinguishing technical support from help desk support?

*Answer:* Help desk support is to be provided for the projects undertaken to provide services under the scope of work. Technical support is to be provided for the underlying technical solutions.

**70. Question: Section 2.3.9.1 “Maintenance and Support”, pg. 35**

This section says, "The State shall be provided with information on software problems encountered at other locations..." To what "other locations" is the State referring to?

*Answer:* "Other locations" refers to the Offeror's installations or systems that are similar to the MCDB.

**71. Question: Section 2.6.5 “SLA Service Credits”, pg. 51**

What is the process for determining fault? Will the Contractor be charged if the issue was caused by the State?

**Answer:** The contractor will be responsible for the downtime associated with issues that are not resolved as outlined in 2.6.7.

**72. Question: Section 2.6.7.1 “Service Level Measurements Table”, pg. 52**

- (a) Will the State clarify upon what information the response time and Service Level Agreement is based?
- (b) Will the State define the mitigating factors that may cause a long response time?
- (c) Does the current Portal that will be given to the Offeror currently support a Problem Response Time of <5 seconds as stipulated in the RFP?
- (d) Does the current Portal meet or exceed the frequency deadlines for all Minimum Data Validation checks as stipulated in the RFP?

**Answer:**

- (a) The response time of the system for user queries.
- (b) The State will consider any reasonable factors as determined by the Contract Monitor.
- (c) Yes.
- (d) Yes.

**73. Question: Section 3.5.1.B.2 “Redundancy, Data Backup and Disaster Recovery”, pg. 63**

Is this requirement necessary if the Contractor will use the Amazon Cloud?

**Answer:** No, if a cloud solution is used this will not be required.

**74. Question: Section 3.6 “Insurance Requirements”, pg. 64**

Many insurance companies will not insure a contract of this dollar value at the level of \$10,000,000 per occurrence, which generally is applicable for large transaction type contracts (e.g., claims processing for payment, enrollment processing). Also, this insurance requirement may dissuade qualified small businesses from participating in this contract. Will the State consider changing the require cyber security/ data breach insurance to \$5,000,000 per occurrence?

**Answer:** See Addendum #3 amendment 3, lowering the per occurrence amount to \$5,000,000.

**75. Question: Section 3.8.3.F “Problem Escalation Procedure”, pg. 71**

For pricing purposes, what level of standby support is the State willing to consider for this contract to ensure availability of technical resources? For example, is the contractor required to have one help desk person available at all times, 24 hours per day?

**Answer:** See Section 2.3.9.G on help desk support requirements.

**76. Question: Section 3.10.2 “Personnel Experience”, pg. 73**

Can the Offeror include additional Labor Categories not listed in the RFP?

*Answer:* No.

**77. Question: Section 3.15.1.A “Custom Software”, pg. 80**

Does this requirement apply to any tools or items the Contractor develops to improve performance?

*Answer:* Yes, if it is developed during the contract term. See RFP Attachment M Contract, Section 7 “Patents, Copyrights, and Intellectual Property,” for this detail.

**78. Question: Section 3.15.3 “Source Code Escrow”, pg. 81**

Will the State confirm whether this requirement applies to Contractor code only, State code only, or both that are utilized by the Contractor?

*Answer:* The requirement applies to all software utilized by the Contractor for the purposes of the contract.

**79. Question: Section 3.15.3.C “Source Code Escrow”, pg. 82**

Could the State provide examples of third-party software solutions that must be in source code escrow?

*Answer:* This will be dependent on the Contractor's proposed solutions.

**80. Question: Section 5.3.2.F.13 “Non-Compete Clause Prohibition”, pg. 105**

Non-Compete Clause Prohibition: The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds the Offeror in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from with or for any successor contractor that is awarded the State business? Will the State agree to remove this clause?

*Answer:* No.

**81. Question: Section 5.3.2.P “Technical Proposal - Required Forms and Certifications”, pg. 111**

For each service, hardware or software proposed as furnished by a third-party entity, the Offeror must identify the third-party provider and provide a letter of authorization or such other documentation demonstrating the authorization of such services. During COVID it may be hard to receive this in a timely manner. Can the Contractor show license and invoice information in lieu of an email from the vendor?



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*Answer:* Yes.



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