

DEPARTMENT OF HUMAN RESOURCES
REQUEST FOR PROPOSALS
STATE GENETIC PATERNITY TESTING SERVICES
CSA/DNA/23-001 S

QUESTIONS AND RESPONSES # 2

Question 1: We note that there are two (2) Non-Disclosure Agreements associated with this bid. Attachment I – Non-Disclosure Agreement seems to address non-disclosure matters that arise with the Contract, which seem to be similar to NDAs in the past. In regard to Appendix 3. Non-Disclosure Agreement (Offeror), what confidential information will the State release to the Offeror(s) as part of the bidding process in order for to submit a technical proposal? If no confidential information is forthcoming, can the requirement for the Appendix 3. Non-Disclosure Agreement be waived.

Response: **Per section 4.17 - Acceptance of Terms and Conditions of the RFP, "Any exceptions to the RFP or Contract shall be clearly identified in the Executive Summary of the Technical Proposal. All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The Department reserves the right to accept or reject any exceptions". If there is an exception being requested, please indicate in the proposal as specified above. If the contract is awarded to the Offeror, the Agency may be willing to negotiate some terms of this provision upon notification of award.**

Question 2: As currently configured Attachment I – Non-Disclosure Agreement seeks signatures for all vendor staff who may have access to confidential information. All staff employed by this Offeror are already under a very comprehensive and robust Company Non-disclosure agreement. Given this understanding will the agency allow the Offeror's Authorized signer to complete one copy of Attachment I to cover all staff who will be involved in providing services for this project?

Response: **If the contract is awarded, Attachment I-1 requires a blanket signature, the list of employees who will have access to confidential information will need to be provided and each employee is required to sign Attachment I-2.**

Question 3: Please confirm we are correct in our understanding that Exhibit 4 - Criminal Background Check Affidavits are to be provided after notice of award.

Response: Per Section 3.7.2.1.C, Exhibit 4 – Criminal Background Check Affidavits shall be submitted after contract award to the SPM.

Question 4: This Offeror has a background check policy in place, and each employee must satisfactorily complete a background check before they are hired. Given this scenario will the agency allow the Authorized Signer to complete one form as a certification that all employees directly involved in this project have passed a criminal background check?

Response: The language of Exhibit 4 states that summaries for all employees working under the contract will be provided to the Agency, and an authorized representative will certify that all employees have undergone a background check.

Question 5: As a publically traded S&P 500 company, our financial information is available to the public via SEC filings (annual reports). Will providing copies of most recent of our annual reports be acceptable to establish that this Offeror has a successful financial track record and sufficient working capital as requested for subsection 4 and 5 of K. Financial Capability on page 67?

Response: Yes, a copy of annual report for the last two years will be acceptable.

Question 6: In regard to Verification of AABB Accreditations as spoken of on page 21 of the RFP, please describe what is meant by “electronic certified copy”?

Response: A PDF copy of the AABB Accreditation document.

Question 7: Since this Offeror is listed as holding accreditation for relationship testing on the AABB website, would the agency be willing to follow the practice of prior bids and accept a standard copy of our current accreditation certificate as part of our proposal rather than a “electronic certified copy”?

Response: See response to question 6.

Question 8: In section G. Experience and Qualifications of Proposed Staff (Submit under TAB F) on page 65 we find the following:

As part of the evaluation of the Proposal for this RFP, Offerors shall propose exactly two (2) key personnel and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Department. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

Please clarify if the agency is requesting a staffing plan for just two (2) key personnel involved in this contract, or every key personnel involved in this contract?

Response: The staffing plan shall include the proposed two key personnel and generally describe other planned positions. See section 5.3.2.G

Question 9: RFP section 5.3.2 D Executive Summary (Submit under Tab C) on page 63 states the following (excerpt):

Exceptions to terms and conditions, including requirements, may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

RFP section 5.3.2 F. Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E) subsection 2 on page 64 states the following:

Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.

We are unsure what sections of the solicitation are considered “requirements” or “terms and/or conditions” that are excluded from the process of proposing exceptions. Please specifically identify sections of the RFP that Offerors cannot take exceptions to.

Response: **An Offeror can make exception to any requirement in the RFP, the terms and conditions of the Contract (Attachment M), or any exhibits or attachments; however, acceptance or rejection of exceptions is within the sole discretion of the State per Section 5.3.2.D of the RFP.**

Question 10: Attachment M Contract section 10.1 on page 100 states the following:

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 new 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 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.

Would the State and/or agency limit indemnification to third party claims and suits?

Response: **Per section 4.17 - Acceptance of Terms and Conditions of the RFP, "Any exceptions to the RFP or Contract shall be clearly identified in the Executive Summary of the Technical Proposal. All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The Department reserves the right to accept or reject any exceptions". If there is an exception being requested, please indicate in the proposal as specified above. If the contract is awarded to the Offeror, the Agency may be willing to negotiate some terms of this provision upon notification of award.**

Question 11: Attachment M Contract section 10.2 on pages 100-101 states the following:

The State has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.

What if a suit arises out of the State's negligence or intentional malfeasance?

Response: Per section 4.17 - Acceptance of Terms and Conditions of the RFP, "Any exceptions to the RFP or Contract shall be clearly identified in the Executive Summary of the Technical Proposal. All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The Department reserves the right to accept or reject any exceptions". If there is an exception being requested, please indicate in the proposal as specified above. If the contract is awarded to the Offeror, the Agency may be willing to negotiate some terms of this provision upon notification of award.

Question 12: Regarding Attachment M Contract sections 22 Financial Disclosures and 23 Political Contribution Disclosure on page 103 identify the contract value of \$200,000 as the trigger for reporting. Are we correct in our understating that the \$200,000 contract value spoken of is the annual value?

Response: Per COMAR Title 21.07.01.20, the \$200,000 figure refers to the entire value of the contract, not the annual value.

Question 13: Please confirm we are correct in our understanding that it will be acceptable to respond to sections on the RFP such as 2.1, 2.2, 2.4 and similar specifications that are obligatory with a simple statement that the Offeror understands the requirement and can and will comply?

Response: Please respond to the solicitation as specified in Sections 5.3.1 and 5.3.2 of the RFP. Please also reference Section 6.2.1, of the RFP, "the State prefers the Offeror's Technical Proposal to illustrate a comprehensive understanding of the work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as "concur or "will comply" will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them".

Question 14: RFP section 2.3.2. Specimen Collection Scheduling subsection E. No Show Notification states the following:
The Contractor shall notify the local office Genetic Testing Liaison listed within the Contractor's Portal, by email within seventy-two (72) hours in the event that a person who the Contractor scheduled for genetic specimen collection does not appear for or submit to any scheduled appointment.

We can provide 72 hour no show notification for parties who are scheduled locally but it is not possible to provide notification for incarcerated and out-of-area no shows in 72 hours. Can this specification be altered to state no shows for incarcerated and out-of-area collections can be reported in five (5) business days.

Response: Per section 4.17 - Acceptance of Terms and Conditions of the RFP, "Any exceptions to the RFP or Contract shall be clearly identified in the Executive Summary of the Technical Proposal. All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The Department reserves the right to accept or reject any exceptions". If there is an exception being requested, please indicate in the proposal as specified above. If the contract is awarded to the Offeror, the Agency may be willing to negotiate some terms of this provision upon notification of award.

Question 15: Prior to login we see that the eMMA website listing for this opportunity seems to reference a Technical Questionnaire link and a Financial Questionnaire link, however once login has been completed these two (2) links are no longer present. Can you clarify if there is a Technical Questionnaire and a Financial Questionnaire associated with this solicitation, and if so could you provide them in the same way other bid content is being made available?

Response: **There are no Technical and Financial questionnaire to complete.**

Question 16: The MS Word version of RFP DNA – Genetic Testing Services - CSA-DNA-23-001-S we have downloaded from the eMMA website seems to be a protected document. We cannot copy text or successfully populate embedded forms directly from the MS Word document as needed to prepare our own bid response. We have been successful converting this MS Word version of the solicitation to a PDF document, which does allow us to extract text and populate embedded forms, and we are working with that process to acquire specification text in order to prepare of proposal. We also note that Attachments C, D, G, H and I and Appendices 2 and 3 all download as PDF documents.

We find the following on page 62 (excerpt):

5.2.6 Two Part (Double Envelope) Submission:

- A. Technical Proposal consisting of:
 - 1) Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
 - 2) Technical Proposal in searchable Adobe PDF format,
- B. Financial Proposal consisting of:
 - 4) Financial Proposal entered into the price form spreadsheet within eMMA and all supporting material in adobe PDF format,
 - 5) Financial Proposal in searchable Adobe PDF format,

We are encountering a number of fidelity issues converting back and forth between MS Word and Adobe PDF content.

Given this scenario we request the agency release the entire solicitation as an unprotected MS Word or unprotected PFD document?

In addition, given that most of the RFP forms are already in PDF format and the majority of our supporting attachments for our technical are also in PDF format, we request that the agency allow Offerors' proposals to be submitted as either PDF or MS Word

documentation as they choose and waive the requirement to submit Offerors in both formats.

Response: **The solicitation document cannot be published unprotected. Offerors can submit their proposals either in PDF or MS Word documents via eMMA.**

Question 17: Attachment B - Financial Proposal Form - CSA-DNA- 23-001-S is provided as an Excel spreadsheet. RFP Attachment B. Financial Proposal Instructions & Form on pages 80 and 81 is provided as in MS Word format. For ease of preparation and review, will it be acceptable to combine these two documents into a single PDF document once we have added our pricing to the Financial Proposal Form?

Response: **Use the Attachment B – Financial Proposal Form provided in Excel spreadsheet to submit your financial proposal.**

Question 18: We find in Section 7. RFP Attachments and Appendices Table 1 RFP Attachments, Appendices and Program Exhibits on page 74 that a copy of the Financial Proposal Instructions and Form is one of the items to be included as part of Tab O. However, we find in section 5.2.2 on page 62 that no financial information is to be included in the Technical Proposal. We also find on pages 69-70 section 5.4 the Financial Proposal Form is required in Volume II – Financial Proposal. Please confirm if the Financial Proposal Form is required in both parts of the submission.

Response: **Offerors shall provide proposals in two documents: Technical Proposal and Financial Proposal (Attachment B - Excel spreadsheet provided). Refer to section 5.3 of the RFP document.**

Question 19: Sections 3 and 4 of Technical Proposal - Required Forms and Certifications (Submit under TAB O) on page 69 solicits information and authorization letters from third-party entity(ies) an Offeror might propose to provide a service, hardware or software. Is an MBE subcontractor considered a third party provider?

Response: Yes, this requirement would be applicable to an MBE subcontract if they are providing a service which would require hardware or software that requires a letter of authorization.

Question 20: On page 24 of the solicitation we find the following in section 3.2.1 C:

C. Provide updated System Documentation (see Appendix 1), as appropriate; and

Appendix 1 on page 116 is Abbreviations and Definitions, but no listing or explanation of System Documentation is provided. What does the agency mean by System Documentation?

Response: **System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:**

- 1) **Source Code: This includes source code created by the Contractor or subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the Contract;**
- 2) **All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality;**
- 3) **All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system;**
- 4) **All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation;**
- 5) **A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software);**
- 6) **All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides; and**
- 7) **Operating procedures.**

(Also see Amendment No. 6)

Question 21: On page 24 of the solicitation we find the following in section 3.2.1 D:

D. Provide current operating procedures (as appropriate).

Our standard operating procedures are confidential, proprietary, and contain trade secrets, and are not available for release to a potential competitor. What does the agency mean by current operating procedures in the context of this set of specifications?

Response: **This Section of the RFP references the End of Contract Transition. If awarded a contract and services are provided, the standard operation procedures used to provide the services would be provided.**

Question 22: In 3.5.1, concerning the Contractor's Project Manager, we are a paternity laboratory and the description of the duties fits that of an Account Manager. The requirement that of three years' experience in "biological or forensic sciences sectors" would not be applicable to this contract and we would suggest changing the requirement to "three years' experience in managing paternity and relationship testing contracts"

Our suggested change to this section would read:

Contractor shall designate the Contractor's Project Manager as Key Personnel and shall submit his or her resume with the Technical Proposal. The Contractor's Project Manager will be responsible for ensuring that all services provided under the Contract are fulfilled in a timely and professional manner and is the State's primary point of contact regarding the genetic paternity testing services under the Contract. The Contractor's Project Manager shall also attend bi-annual meetings either in person or via video or phone conference at the discretion of the State Contract Monitor. The Contractor's Project Manager shall have a minimum of three (3) years of experience in ~~project management in the biological or forensic sciences sectors~~ managing paternity and relationship contracts. The Contractor's Project Manager will also have strong, ~~shall have a minimum of three (3) years of supervisory and management experience in a genetic testing laboratory, and shall possess a Bachelor's degree.~~ Strong knowledge of specimen-collection procedures and HIPAA. ~~are preferred.~~

Questions concerning the genetic testing laboratory should be answer by the Contractor's Laboratory Director or Assistant Laboratory Directors as indicated in the second part of 3.5.1

Can this change be made to accommodate paternity testing?

Response: Per section 4.17 - Acceptance of Terms and Conditions of the RFP, "Any exceptions to the RFP or Contract shall be clearly identified in the Executive Summary of the Technical Proposal. All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The Department reserves the right to accept or reject any exceptions". If there is an exception being requested, please indicate in the proposal as specified above.

Question 23: We find the term "Sensitive Date" referenced in a number of specifications, but it does not seem to be defined in the solicitation. Can the agency provide a description of "Sensitive Data"?

Response: Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to "personal information" under Md. Code Ann., Commercial Law § 14-3501(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.

Question 24: In regard to section 2.3.7.2 this Offeror has its own industry specific internal security policies. Will it be acceptable to the agency if the service provider agrees to comply with the State policies listed below to the extent, they do not conflict with our own internal security policies and procedures?

Response: Per section 4.17 - Acceptance of Terms and Conditions of the RFP, "Any exceptions to the RFP or Contract shall be clearly identified in the Executive Summary of the Technical Proposal. All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The Department reserves the right to accept or reject any exceptions". If there is an exception being requested, please indicate in the proposal as specified above. If the contract is awarded to the Offeror, the

Agency may be willing to negotiate some terms of this provision upon notification of award.

Question 25: In regard to section 3.7.4 this Offeror has its own industry specific internal security policies. Will it be acceptable to the agency if the service provider agrees to comply with the State policies to the extent, they do not conflict with our own internal security policies and procedures?

Response: Per section 4.17 - Acceptance of Terms and Conditions of the RFP, "Any exceptions to the RFP or Contract shall be clearly identified in the Executive Summary of the Technical Proposal. All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The Department reserves the right to accept or reject any exceptions". If there is an exception being requested, please indicate in the proposal as specified above. If the contract is awarded to the Offeror, the Agency may be willing to negotiate some terms of this provision upon notification of award.

Question 26: In regard to sections 3.5.1.E and 3.9.2.H we understand that these requirements might require allowing access to our system by representatives of the State or potentially a third party which creates a security issue for data associated to our other client accounts. Can these requirements be waived?

Response: No. DHS would need access to all information/data required for this Contract.

Per section 4.17 - Acceptance of Terms and Conditions of the RFP, "Any exceptions to the RFP or Contract shall be clearly identified in the Executive Summary of the Technical Proposal. All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The Department reserves the right to accept or reject any exceptions". If there is an exception being requested, please indicate in the proposal as specified above. If the contract is awarded to the Offeror, the Agency may be willing to negotiate some terms of this provision upon notification of award.

Question 27: Can you please confirm the current pricing under the current contract for these services?

Response: See attached Agenda with pricing information.

Question 28: Under 2.2 Background, Purpose and Goals it indicates the “Contractor collects genetic specimen within Maryland on regular schedules...”. Is the State interested in receiving pricing for services if the samples were collector by State Agency staff? This is routinely done in several states and allows for the vendor to train staff on a “Staff assisted procedure”. This process eliminates the needs for set days with a vendor provided specimen collector, reduces costs to the state, and can also increase establishment timeframes.

Response: No, the Department is not interested in this option.

Question 29: Under 2.3.9.2-F-G-. Backup, states that “Contractor shall send the weekly backup electronically to a facility designated by the State; F. Encrypt the backups using a shared key”. What is intended to be included in this file?

Response: The data for back-up are as follows: (1) the demographic data collected on our customers (a) the allege father, (b) custodial parent and (c) child. (2) The testing results or the status of partial testing. *Definition of pending, or partial testing are intrastate or interstate cases, where the mother and child have been tested and live in one location and the allege father has not been tested yet. He lives in another county or state. And any other data elements as requested by the State.*

Question 30: Under 2.3.10 Reports E. 1-AABB requires the date of birth, but ages are not something our laboratory tracks other than a flag for a minor parent. Also, county of residence is not information tracked by the vendor. Can this requirement be revised or eliminated? Also, under E.7 it is asking for a reason for an incomplete case. A vendor may not know why it is still incomplete. If the agency has not referred

the parties for scheduling. Can this requirement be removed? Are these reports being provided today?

Response: **No, per minimum qualifications Section 1.1 an offeror shall be an AABB accredited relationship testing facility. As an accredited AABB facility, the information is available. This data is also required for several DHS Performance Metrics and data analytics required by State and Federal Government.**

Question 31: Under 3.1 Contract Initiation Requirements-Is the kickoff meeting remote or required in person?

Response: **DHS will determine upon award.**

Question 32: Under 3.3.3 Can the vendor invoice for partial case samples? This is a sample in a case where one or more parties have not been collected and a paternity determination cannot be completed until all parties are received.

Response: **Yes**

Question 33: Under 3.7.5-3. Data Protection and Controls. What is intended by "Ensure that State data is not comingled with non-State data through the proper application of compartmentalization Security Measures? If a laboratory has a database for agencies and tracks those agencies by their Contract or designation, is that acceptable?

Response: **Per section 4.17 - Acceptance of Terms and Conditions of the RFP, "Any exceptions to the RFP or Contract shall be clearly identified in the Executive Summary of the Technical Proposal. All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The Department reserves the right to accept or reject any exceptions". If there is an exception being requested, please indicate in the proposal as specified above. If the contract is awarded to the Offeror, the Agency may be willing to negotiate some terms of this provision upon notification of award.**

Question 34: Under 4.10 Oral Presentation. Is this in person or is remote an option?

Response: Oral Presentation will be a virtual meeting.