

Questions and Responses

	RFP Section	Question	Answer
202	Calendar of Events, pg. 7	We respectfully request an additional round of Q&A be incorporated into the schedule.	Refer to Addendum 2.
		Question	Answer
203	Calendar of Events, pg. 7	We respectfully request the submission deadline be extended to September 14, 2018 to accommodate the additional round of Q&A	The deadline has been extended to September 7, 2018.
		Question	Answer
204	Appendix E- Proposal Cover Sheet, pg. 20, Technical Submittal, excluding Potential Optional Future Services (Part III, Section III-11)	The Proposal Cover Sheet references “excluding Potential Optional Future Services (Part III, Section III-11)” However, Part III-11 in the RFP document is titled “Objections and Additions to Standard Contract Terms and Conditions.” Can the State please advise the location of “Potential Optional Future Services?”	The language on potential optional future services was mistakenly included on the Proposal Cover Sheet. No Potential Optional Future Services were included in the RFP.
		Question	Answer
205	Requirements –Part I -12.B.1.a, pg. 20	Are Bidders allowed to modify headers and footers of our proposal response to include project and bidders’ information (i.e., title of RFP, RFP number, bidders’ name, page number, recycled logo)?	Yes.
		Question	Answer
206	Requirements –Part I -12.B.1.a, pg. 20	The RFP requires Bidders to respond using 12-point font. May Bidders use a smaller, still readable font for each of the following: <ul style="list-style-type: none"> • a) headers and footers • b) requirement text • c) exhibits/figures/graphics • d) tables 	Refer to the response to Q.116 regarding a), c) and d. If the reference om c) to “requirement text” refers to a copy of the Department’s text from the RFP, the Department will accept a smaller text; however it must be easily readable.
		Question	Answer
207	Requirements –Part I -12.B.1.a, pg. 20	We will be submitting some pre-existing documents (e.g., financial reports) that have existing page numbering and some pages may not be numbered. Because these are long and complex documents, may we leave them unaltered?	Yes.
		Question	Answer

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208	Requirements –Part I -12.B.1.a, pg. 20	Given the length of our audited financial statements (more than 200 pages), can Bidders provide these documents in electronic format only?	Yes, two electronic copies may be provided in lieu of hard copies.
		Question	Answer
209	Requirements –Part I -12.B.1.a, pg. 20	Can the bidders provide the proposal response in their own proposal template format as long as we meet the font style, font size and footer requirements?	No, the specified format must be utilized.
		Question	Answer
210	Confidential Information – Part I – I-18, pg. 21	Please confirm that Appendix E, cover Sheet and Appendix L, Trade Secret & Confidential/Proprietary Information can be excluded from the redacted copy.	Confirmed – Appendix E & L can be excluded.
		Question	Answer
211	V1-2 Purchase Orders, pg. 106, Upon receipt of a Purchase Order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order that is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until the Commonwealth agency transmitting the order has	Is the Contractor obligated to acknowledge all Purchase Orders?	Yes.

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	properly received an acknowledgement.		
		Question	Answer
212	VI-11 Subcontracts, pg. 109, The Contractor may subcontract any portion of the Services described in this Contract to third parties selected by Contractor and approved in writing by the Commonwealth, whose approval shall not be unreasonably withheld.	We respectfully request that Commonwealth approval is limited to subcontracts with an estimated value over \$1 million Total Contract Value (TCV).	Refer to RFP Part III, Section III-11 Objections and Additions to Standard Contract Terms and Conditions . Offerors may identify terms and conditions in RFP Part VI that it would like to negotiate; however, it must submit a proposal based on the terms and conditions in Part VI IT Contract Terms and Conditions and should not assume that the Department will accept its proposed changes.
		Question	Answer
213	VI-16. ASSIGNABILITY (a) Subject to the terms and conditions of this Section, the Contract is binding upon the parties and their respective successors and assigns. (b) The Contractor may not assign, in whole or in part, the Contract or its rights, duties, obligations, or responsibilities	We respectfully request exclusion from any Client consent requirement in the case of an assignment by Conduent State Healthcare, LLC to its parents, affiliates, and subsidiaries	Refer to the response to Q.212.

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	<p>hereunder without the prior written consent of the Commonwealth, which consent may be withheld at the sole and absolute discretion of the Commonwealth.</p> <p>(c) For the purposes of the Contract, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, encumbrance, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.</p>		
		Question	Answer
214	<p>Section VI-17 Inspection and Testing, pg. 111</p>	<p>We respectfully request that:</p> <p>The effect of acceptance shall be final and conclusive that the Services and/or Developed Materials satisfy the acceptance criteria, except for fraud, gross mistakes amounting to fraud, or as otherwise provided in an express warranty.</p> <p>The Services and/or Developed Material shall be (i) deemed accepted by Client if accepted in writing by Client, (ii) deemed automatically accepted by Client if not</p>	<p>Refer to the response to Q.212.</p>

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		rejected in writing by Client within 30 calendar days of delivery, or (iii) deemed automatically accepted by Client if the system or supplies are placed into operation; whichever occurs first.	
		Question	Answer
215	VI-22.a.1 Termination for Convenience, pg. 115, The Commonwealth may terminate this Contract without cause by giving Contractor thirty (30) calendar days prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience).	We respectfully request that both parties may terminate this Contract without cause by giving Contractor thirty ninety (90) calendar days prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience).	Refer to the response to Q.212.
		Question	Answer
216	VI-22.b Termination Non-Appropriation, pg. 115	<p>We respectfully request that the Client will (i) take no action to cause or request a loss of funding and (ii) promptly notify Conduent if there is a reasonable likelihood of a loss of or reduction of funding.</p> <p>We respectfully request that the Client will in the event of a <u>material reduction</u> of funding (i.e., ten percent (10%) or more of the actual or estimated annual contract price), Conduent shall be entitled to terminate the contract in its</p>	Refer to the response to Q.212.

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		<p>entirety upon no less than ninety (90) calendar days written notice from the effective date of the notice of reduced funding;</p> <p>We respectfully request that in the event of any <u>reduction</u> of funding, Conduent shall be entitled, as of the reduction effective date, to an equitable adjustment of the contract, including but not limited to an equitable adjustment of the price (subject to the availability of funds) and schedule, equitable relief from any SLAs, KPIs, LDs, staffing, and real estate requirements, and equitable reduction of any surety requirements.</p> <p>We respectfully request confirmation that Conduent gets paid for work up through the effective date of the termination;</p> <p>We respectfully request confirmation Conduent has the right to stop all work required under the contract as of the effective date of the termination;</p> <p>We respectfully request confirmation that in the event of a loss or reduction of funding, Conduent will be relieved of any liability or responsibility for transition or turnover unless Conduent’s costs thereof are paid in full on a monthly basis;</p> <p>We respectfully request confirmation that within 14 calendar days of Conduent’s request, the Client shall issue a letter to any surety and/or guarantor of Conduent’s contract obligations confirming the unconditional and immediate termination of any financial security.</p>	
		Question	Answer
217	<p>VI-22.c Termination for Default, pg. 115-11, c) Default</p> <p>The Commonwealth may, in addition to its other rights under this Contract, terminate this Contract in whole or in part by</p>	<p>We respectfully request that</p> <p>c) Default</p> <p>Both Parties The Commonwealth may, in addition to its other rights under this Contract, terminate this Contract in whole or in part by providing written notice of default to the Contractor if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within thirty (30) ninety (90) days or, if a cure within such period is not practical, commence a good faith effort to cure such failure within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and Contractor shall diligently and continuously proceed to complete the</p>	<p>Refer to the response to Q.212.</p>

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<p>providing written notice of default to the Contractor if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within thirty (30) days or, if a cure within such period is not practical, commence a good faith effort to cure such failure within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and Contractor shall diligently and continuously proceed to complete the cure. The Contracting Officer shall provide any notice of default or</p>	<p>cure. The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations.</p>	
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	written cure notice for Contract terminations.		
		Question	Answer
218	VI-26.b Insurance, pg. 119, These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed in such a way to cause the coverage to fail to comply with the requirements of this Paragraph until at least thirty (30) days prior written notice has been given to the Commonwealth.	Commercial insurance policies cannot be purchased to fulfill this requirement. Insurers will not agree to notify their client’s insureds. In lieu, Offeror will provide the Commonwealth 30 days’ notice of cancellation.	Refer to the response to Q.212.
		Question	Answer
219	VI-36.s Ownership Rights Source Code and Escrow Items Obligations, pg. 130, (s) Source Code and Escrow Items Obligations Simultaneously with delivery of the Developed Works to Commonwealth,	We respectfully request that (s) Source Code and Escrow Items Obligations Simultaneously with delivery of the Developed Works to Commonwealth, Contractor shall deliver a true, accurate and complete copy of all source codes relating to the Developed Works. To the extent that the Developed Works include application software or other materials generally licensed by the Contractor, then the source code shall be placed in escrow, subject to the terms and conditions of an Escrow Agreement to be executed by the Parties and an Escrow Agent that is acceptable to the Commonwealth <u>and which shall remain in place for the term of this Contract or any Purchase Order issued thereunder whichever is later. Any software source code escrow agreement release triggers to: (i) Conduent State Healthcare, LLC filing for bankruptcy, or (ii) termination of the contract due to Conduent</u>	Refer to the response to Q.212.

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	<p>Contractor shall deliver a true, accurate and complete copy of all source codes relating to the Developed Works. To the extent that the Developed Works include application software or other materials generally licensed by the Contractor, then the source code shall be placed in escrow, subject to the terms and conditions of an Escrow Agreement to be executed by the Parties and an Escrow Agent that is acceptable to the Commonwealth.</p>	<p><u>State Healthcare, LLC material default under the contract. In addition, Client’s use of the source code shall be limited solely for enabling the Client to itself internally support and maintain its licensed use of the software during the term of the license.</u></p> <p><u>For the avoidance of doubt and notwithstanding anything to the contrary, nothing in this Contract or any Purchase Order thereunder shall entitle the Commonwealth or other party to source code to Contractor Software except in the event of a release trigger.</u></p>	
		Question	Answer
220	<p>VI-41 Compliance with Laws, pg. 131, The Contractor shall comply with all federal, state, and local laws applicable to its Services, including, but not limited to, all statutes, regulations and rules that are in</p>	<p>We respectfully request that all changes in law are to be (i) treated as changes to the scope of the contract and (ii) processed through the change control process. The Commonwealth shall provide prior advance written notice to Offeror of any change in law and an amendment to the contract.</p>	<p>Refer to the response to Q.212.</p>

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	<p>effect as of the Effective Date of the Contract and shall procure at its expense all licenses and all permits necessary for the fulfillment of its obligation.</p>		
		Question	Answer
221	VI-49 Warranties, pg. 137	<p>We respectfully request that</p> <ol style="list-style-type: none"> 1. The warranty remedy is limited to Conduent’s obligation to repair or replace, at Conduent’s expense and sole discretion, the Defect. 2. The Commonwealth shall notify Conduent in writing of any Defect covered by the warranty within 14 calendar days of when the Client “knew or should have known of the defect.” 3. System, hardware, components, and parts warranties are subject to a Warranty of Material and Workmanship provided that the warranties for systems, hardware, components, and parts (i) manufactured or supplied by third parties shall be limited to the terms of the manufacturer’s or supplier’s warranty to the extent it can be passed through to the Client and (ii) manufactured by Conduent shall disclaim liability for normal wear and tear and misuse. 4. Services will be performed in a good and workmanlike manner. 5. Software Warranties are limited to those functions specifically identified in item 114 of SOW and Conduent does not warrant that the licensed software, in whole or in part, will be error free, bug free, operate without interruption, be compatible with any other hardware or software. (pg. 51, item 114) 6. Any warranty of title is in accordance with UCC 2-312(1) & (2). 7. <u>Disclaimer of Implied Warranties</u> <i>[all in capital letters]</i>: EXCEPT FOR THE FOREGOING STATED EXPRESS WARRANTIES, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. 8. <u>Disclaimer for Hardware Misuse</u>: This warranty shall not cover, and shall be void as to, any items 1) for which maintenance has been performed by a third party not authorized by Conduent; 2) that have been damaged through 	<p>Refer to the response to Q.212.</p>

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		the negligence or misconduct of parties other than the Offeror or its employees or agents; 3) which have been damaged as a result of the Client's or the Client's designated vendor's or designated operator's failure to operate them in accordance with the operating instructions of the manufacturer; or 4) exposed to unusual physical or electrical stress.	
		Question	Answer
222	VI-50.c Liquidated Damages Sections, pg. 137-138	We respectfully request that <u>LDs are subject to a maximum aggregate 3% per invoice.</u>	Refer to the response to Q.212.
		Question	Answer
223	VI-51 Force Majeure, pg. 137-138, Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters,	<p>We respectfully request that</p> <p>Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, <u>labor strikes, labor shortages, and actions and inactions of other governments and their agencies</u> and freight embargoes.</p>	Refer to the response to Q.212.

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	fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.		
		Question	Answer
224	Future State MMIS 2020, pg. 13	Please confirm if we can bid a multi-tenant solution?	The Department does not understand the nature of the question. If the Offeror is asking about submitting multiple solutions or proposals; refer to the response to Q.155.
		Question	Answer
225	Offeror Personnel, pg. 69, Staffing Requirements: The selected Offeror must supply staff who will provide EDI services. The selected Offeror must be able to work cooperatively with Commonwealth staff and other individuals and entities during the MMIS 2020 Platform Project. The selected Offeror must coordinate and receive direction from designated Department staff.	Please confirm we can use off shore resources for development and/or production support.	Offshore resources for development and production support are not allowed. Refer to the response to Q.152.
		Question	Answer

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226	<p>Functional Requirements, pg. 62, The Department receives and transmits multiple files on a daily basis from many Authorized Trading Partners twenty-four hours a day, seven days a week, three hundred sixty-five days a year. The selected Offeror must support this function.</p>	<p>What are the expected/annual volumes by EDI Transaction type for real-time vs. batch for all transaction types for each method based on existing current demand? (270, 271, 837I, 837P, 837D, 276, 277, 835, etc.)</p>	<p>Refer to the response to Q.146.</p>
		Question	Answer
227	<p>Functional Requirements, pg. 63, The selected Offeror's solution must support the following communications protocols:</p> <ul style="list-style-type: none"> • a. AS3 • b. S-FTP (FTPS) • c. VPN/FTP d. HTTPS 	<p>Is there a requirement for dial-up connection for submission trading partners that do not have internet connectivity?</p>	<p>No requirement for dial-up connection exists.</p>
		Question	Answer

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228	<p>Functional Requirements, pg. 62, The selected Offeror’s solution must accommodate Authorized Trading Partners submitting small files containing less than one hundred (100) transactions and larger files containing a few million transactions. Describe how your solution will prioritize concurrently sent batches of disparate sizes (i.e. a batch of 2 million records vs. a batch of 100 records). No EDI-specific MECT 2.2 checklist requirement has been identified.</p>	<p>Is there a requirement for a tool for authorized trading partners to create 5010 X12 837 transactions for submission?</p>	<p>The EDI module will be required to both receive and transmit X12 837 Transactions. See Section I-4-A. Objectives General.</p>
		Question	Answer
229	<p>Functional Requirements, pg. 64, The selected Offeror’s solution may require planned scheduled maintenance. Explain your current schedule for planned scheduled</p>	<p>Are there any limitations on the total hours of annual pre-communicated maintenance window hours?</p>	<p>No hour limitations have been determined for preplanned maintenance. The Department will review and evaluate Offeror’s proposed planned maintenance schedule to ensure it is flexible and not excessive. Ultimately, the Department will have final approval of all planned maintenance.</p>

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	<p>maintenance. Explain how you can accommodate both scheduled maintenance and the Department's operational needs. No EDI-specific MECT 2.2 checklist requirement has been identified.</p>		
		Question	Answer
230	<p>Functional Requirements, pg. 61, The selected Offeror must onboard Trading Partners. Explain your process for onboarding Trading Partners. The Department currently has an on-line EDI enrollment application and certification process for prospective and existing Authorized Trading Partners. Please explain how your solution will meet or exceed the Department's current process. No EDI-specific MECT 2.2 checklist requirement has been identified.</p>	<p>Will the EDI vendor provide trading partner management, or will they connect to an alternate trading partner management system for validation? Will the Trading Partner Agreement (TPA) and Business Associate Agreement (BAA) be between the EDI Vendor and the TP or the Commonwealth and the TP?</p>	<p>Yes, the EDI contractor will accept, enroll, and validate. See Section I-4-B.4 Specific Objectives. The Department is requiring that the EDI contractor manage this process. See Section III.F Functional Requirements #12.</p>

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		Question	Answer
231	Technical Requirements, pg. 48, The selected Offeror's solution must preserve committed transactions in a manner that so that no greater than one (1) minute of committed transaction data is lost as the result of an unplanned outage. No EDI-specific MECT 2.2 checklist requirement has been identified.	Please confirm that this only pertains to batch transactions.	No, this requirement applies to all transactions.
		Question	Answer
232	<ul style="list-style-type: none">Functional Requirements, pg. 61, The selected Offeror must onboard Trading Partners. Explain your process for onboarding Trading Partners. The Department currently has an on-line EDI enrollment application and certification	How many existing EDI trading partners are there in existing platform? Please provide the annual volumes for the top 10 trading partners.	The current EDI Platform functionality is different from those that will be required through this RFP and is not relevant for this RFP.

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	<p>process for prospective and existing Authorized Trading Partners. Please explain how your solution will meet or exceed the Department's current process. No EDI-specific MECT 2.2 checklist requirement has been identified.</p>		
		Question	Answer
233	General	Is the contract going to be awarded only to one vendor or does the Commonwealth anticipate awards to multiple vendors for this RFP?	One contract will be awarded as a result of this RFP.
		Question	Answer
234		Approximately how many trading partners do you expect as we come live with the system? How many trading partners should we expect to maintain once we go live?	Refer to the response to Q.19. The amount should not vary significantly.
		Question	Answer
235		Will the EDI Contractor be responsible for validating payments when 835s or 820s are produced (including adjustments)?	No, the EDI module contractor will not be responsible for validating a payment.
		Question	Answer
236		Is there a currently a Department and/or Statewide policy when it pertains to Trading Partner agreements?	Refer to the response to Q.18. The Department uses Data Release Agreements (DRA). Any DRA revisions require Department legal review and approval.