

STATE OF MARYLAND

Maryland Department of Health and Mental Hygiene 201 W. Preston Street • Baltimore, Maryland 21201 Lawrence J. Hogan, Governor – Boyd Rutherford, Lt. Governor – Van T. Mitchell, Secretary Office of Procurement and Support Services - Sharon R. Gambrill, CPPB Director

## TORFP – CATS + M00B5400373 Long Term Support Services (LTSS) Operations & Maintenance (O&M) DHMH-OPASS- 15-14386 ADDENDUM #1

All persons who are known by the Issuing Officer to have received the above-mentioned reference TORFP are hereby advised of the following:

## Please be advised that revisions have been made to the TORFP Submission Date:

## **Original Due Date:**

Tuesday, May 12, 2015 at 2:00 p.m. local time

## **Revised Bid Due Date:**

Tuesday, May 26, 2015 at 2:00 p.m. local time

See attached Amendment 1 for amended Key Information Summary Sheet for changes.

# **Revisions to 2.6.7 - SERVICE LEVEL AGREEMENT (SLA)**

See attached Amendment 1 for changes made regarding above section - SLA s, pages 35-37 of TORFP.

All other terms and conditions remain unchanged.

This Addendum is issued under the authority of State Procurement Regulations, COMAR 21.05.02.08 and with the approval of the Procurement Officer.

<u>April 21, 2015</u> Date *Queen Davis* Queen Davis, CPPB Contract Officer Office of Procurement and Support Services Page 2 Addendum #1 TORFP # M00B5400373 DHMH-OPASS 15-14386

Upon receipt, please return the addendum acknowledgement via fax or hard copy to:

Queen Davis, Contract Officer Office of Procurement and Support Services 201 W. Preston Street Baltimore, Maryland 21201 Phone: 410-767-5335 - Fax: 410-333-5958 E-Mail: <u>queen.davis@maryland.gov</u> Page 3 Addendum #1 TORFP # M00B5400373 DHMH-OPASS 15-14386

## ADDENDUM ACKNOWLEDGEMENT RECEIPT

I acknowledge receipt of Addendum #1 to **TORFP # M00B5400373; DHMH/OPASS 15-14386** titled "Long **Term Support Services (LTSS) Operations & Maintenance (O&M**" dated April 21, 2015.

Vendor's Name

Authorized Signatory - (Print)

Signature

Date

Question #	RFP Section, Pg. #, and Paragraph #	Question
1.	General	Will the DHMH consider a two week extension of the proposal closing date?
		A. Yes. See below due date changes and attached Addendum #1
		Closing Date and Time: 5/26/2015 at 2:00 P.M. Local Time
		Questions Due Date and Time: 5/6/2015 at 2:00 P.M. Local Time
2.	Page 35, Section 2.6.7.8	SLA credits are listed on page 35 of the TORFP, ID# 2.6.7.8. Please clarify the meaning of the + signs in front of the SLA credit percentages.
		A. The SLA Credits for this Measurement are aggregated, i.e. each lower level of failure adds the stated additional percentage (for a maximum 10% credit at the lowest level). For example, failure to meet the 99.75% SLA results in an SLA credit of 2%. Failure to meet the 99.25% SLA results in an additional (+) SLA credit of 2%, for a total of an SLA credit of 4%.
3.	General	Is the current IVR owned by DHMH and can it be moved to a new provider's location?
		A. The current IVR is integrated with the incumbent's corporate infrastructure and has proprietary elements. DHMH does not own the COTS hardware and software. Moving the IVR to a new provider's location in its entirety is not feasible.
		An objective of this procurement is to obtain an IVR that meets the needs of DHMH and is dedicated to the LTSS System. Should custom coding be required to integrate the proposed IVR solution with the LTSS System, offeror should include in their proposal the aspects of the IVR solution requiring the services of the Software Development Contractor to perform custom software develop to integrate with the LTSS System. DHMH will facilitate these services and the cost of the Software Development Contractor's services is not the responsibility of the offeror. Integration of the IVR within the 90-day startup period is a known risk to DHMH and the offeror shall describe a mitigation strategy in their proposal.

Question #	RFP Section, Pg. #, and Paragraph #	Question
4.	Page 35-36 Section 2.6.7.8	<ul> <li>On pages 35-36, the TORFP states that the application functionality and accessibility shall be maintained at 99.75% uptime performance levels. It would be difficult for the hosting vendor to guarantee the performance of the applications since the applications are built and maintained by a different vendor. Please consider revising this SLA or removing it.</li> <li>A. O&amp;M TO Contractor is not held responsible for issues impacting uptime that occur as a result of an issue with the custom developed application functionality of the LTSS System, as determined through root cause analysis.</li> <li>Additionally, DHMH is correcting the following reference in the same section:</li> <li>Slowness of the LTSS System, as described in 2.6.7.12 2.6.7.9, shall be considered against uptime should the issue persist 24 hours or longer.</li> </ul>
5.	Page 17, Section 2.3	For the current LTSS System COTS Software listed in the TORFP on page 17, has the DHMH required Microsoft to provide distribution rights and/or an ability to create derivative works based on COTS software, as is required by the Master Contract?
6.	General	With respect to COTS products procured under this TORFP. Is Offeror correct in its assumption that it will not be required to provide the DHMH with the right to sublicense, to use, execute, reproduce, display, perform, distribute copies of, modify and prepare derivative works under the TORFP Response, regardless of the requirement in the Master Contract, as DHMH has similarly not required of Microsoft's COTS software?
7.	General	What kind of monitoring tools are currently used for the LTSS system? A. Current monitoring tools include Microsoft SCOM and Orion Solarwinds. In addition, a 3rd party provider performs live monitoring.
8.	General	<ul> <li>What is the current staffing level for claims processing?</li> <li>A. Claims operations is described in TORFP section 2.6.1.1. File processing related to claims operations is automated and executed through batch processing. Currently, monitoring the claims submission process is conducted as a task by the Help Desk. File processing issues are addressed on an as-needed basis by a resource</li> </ul>

Question #	RFP Section, Pg. #, and Paragraph #	Question
		that is knowledgeable about the file processing and in coordinating with DHMH's MMIS II Operations Help Desk. DHMH staff perform adjustments and disposition excepts. DHMH's expectation is that one FTE is sufficient to support batch processing and claims operations, although the Help Desk could provide some monitoring support in addition to their standard duties.
9.	General	For the processing of claims, will the DHMH and the awarded vendor exchange personal information of participants? If so, how is this personal information currently protected? A. Yes the exchange of personal data is required. The current vendor uses secure SFTP.
10.	Page 36-37 Section, 2.6.7.9	On pages 36-37, the TORFP states that the application must respond in one (1) second or less of the established response time baseline. It would be difficult for the hosting vendor to guarantee the performance of the applications since the applications are built and maintained by a different vendor. Please consider revising this SLA or removing it.
		A. O&M TO Contractor is not held responsible for issues impacting response time that occur as a result of an issue with the custom developed application functionality of the LTSS System, as determined through root cause analysis.
11.	Page 37 Section, 2.6.7.10	On page 37, the TORFP states that the system be recovered in the event of a disaster within 48 hours. It would be difficult for the hosting vendor to guarantee the RTO of the system since the applications are built and maintained by a different vendor. A hosting provider can guarantee infrastructure to be available within a specific period of time. Please consider revising this SLA or removing it.
		A. In the event of a disaster recovery scenario, the O&M TO Contractor is responsible meeting the recovery time objective for the hosting infrastructure and for deploying the LTSS System compiled application code. The offeror should specify in their proposal any assumptions and/or constraints to meeting the SLA.
12.	Page 35-36 Section, 2.6.7.8	On pages 35-36, the TORFP states 98.75% without any modifier (less than). What is the State's intent?
		A. DHMH is correcting the TORFP, as follows:
		99.75% to 99.25% = 2% SLA Credit
		99.24% to 98.75% hours = +2% SLA Credit 98.74% to 98.25% = +3% SLA Credit
		98.74% to 98.25% = +3% SLA Credit 98.24% or less = +3% SLA Credit
13.	Page 36-37 Section, 2.6.7.9	On pages 36-37, the TORFP states that system response time resolution less than 4 hours is penalized 1%. Please clarify, as a perfect resolution appears to be penalized.

Question #	RFP Section, Pg. #, and Paragraph #			
		<ul> <li>A. DHMH is correcting the TORFP, as follows:</li> <li>4 to 12 hours = 1% SLA Credit</li> <li>&gt;12 to 24 hours = +1% SLA Credit</li> <li>&gt;24 to 48 hours = +3% SLA Credit</li> <li>&gt;48 hours = +5% SLA Credit</li> </ul>		
14.	Page 37 Section, 2.6.7.10	On page 37, the TORFP states that system recovery time less than 48 hours is penalized 10%. Please clarify, as a perfect recovery appears to be penalized. A. DHMH is correcting the TORFP, as follows: 48 to 72 hours = 10% SLA Credit >72 to 96 hours = +15% SLA Credit >96 hours = +25% SLA Credit		

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# KEY INFORMATION SUMMARY SHEET

This CATS+TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

Solicitation Name:	LTSS O&M
Solicitation Number (TORFP #):	M00B5400373/OPASS15-14386
Functional Area:	Functional Area 8 – Application Service Provider
Issue Date:	3/19/2015
Questions Due Date and Time:	4 <del>/16/2015<u>5/6/2015</u> at 2:00 PM Local Time</del>
ClosingDate and Time:	<u>5/12/20155/26/2015</u> at 2:00 PM Local Time
TO Requesting Agency:	Department of Health and Mental Hygiene (DHMH)
	Office of Health Services (OHS)
Send Questions and Proposals to:	Queen Davis
	Office Phone: 410-767-5335
	E-mail : <u>queen.davis@maryland.gov</u>
TO Procurement Officer:	Queen Davis
	Office Phone: 410-767-5335
	Fax: (410) 333-5958
	E-mail : queen.davis@maryland.gov
TO Contract Monitor:	Susan Harrison
	Maryland DHMH
	Office of Health Services
	201 West Preston Street, Room 214
	Baltimore, Maryland 21201
	Telephone: (410) 767-1434
	Fax: (410) 333-5333
	E-mail: susan.harrison@maryland.gov
TO Type:	Fixed-price
Period of Performance:	Base Period: From NTP for three (3) base years.
	with Two (2) additional one-year option terms
MBE Goal:	25% with no sub-goals
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland DHMH
-	201 West Preston Street
	Baltimore, Maryland 21201
TO Pre-proposal Conference:	Maryland DHMH
	Conference Room L-3, Lobby Level
	201 West Preston Street
	Baltimore, Maryland 21201
	Tuesday, April 7, 2015 at 10:00 AM Local Time
i	See Attachment 6 for directions.

ID #	Service Requirement	Measurement	SLA	SLA Credit
2.6.7.1	Problem Resolution Time - High	Resolution Time for each High Priority Problem	98%<4 hours	1%
		Problem resolution time is defined as the period of time from when the Help Desk ticket is opened to when it is properly resolved. Section 2.6.1.6 defines high, normal and low priority.		
2.6.7.2	Problem Resolution Time - Normal	Resolution Time for Normal Priority Problems	98% <24 hours	1%
2.6.7.3	Problem Resolution Time - Low	Resolution Time for Low Priority Problems	98% <72 hours	1%
2.6.7.4	Help Desk Operations – Daily Email & Voicemail	Time for Help Desk to Create a Ticket for Email & Voicemail (90% goal)	90% <1 business day	2%
2.6.7.5	Help Desk Operations – Backlog Email & Voicemail	Time for Help Desk to Create a Ticket for Email & Voicemail (98% goal)	98% <3 business days	2%
2.6.7.6	Claims Operations – Claims Payment Cycles	<ul> <li>100% of payments cycles shall be submitted for processing on time.</li> <li>Provider and case worker payment cycles are treated as separate occurrences. Payment cycles occur every other week, resulting in 4 or 6 cycles per month.</li> <li>Currently, DHMH's claims payment cutoff is 3:00 PM EST each Thursday, unless DHMH issues guidance for a deviation to the schedule due to holiday schedule or other need.</li> </ul>	Per occurrence (4-6 per month)	2%

# Hosting SLAs:

Hosting SLA credit is applied to the <u>Monthly Managed Hosting</u> line of the Attachment 1 Price Sheet.

ID#	Service Requirement	Measurement	SLA	SLA Credit
2.6.7.8	LTSS System	The LTSS System shall be	≪99.75% <u>to</u>	2%
	Availability – LTSS &	available 24X7X365, unless	<u>99.25%</u>	
	ISAS modules	DHMH approves scheduled	<99.2524% to	+2%
		downtime for maintenance. All	<u>98.75%</u>	

ID#	Service Requirement	Measurement	SLA	SLA Credit
	-	application functionality and	98. <del>75<u>74</u>%<u>to</u></del>	+3%
		accessibility shall be maintained	<u>98.25%</u>	
		at 99.75% uptime performance	≪98. <del>25<u>24</u>%<u>or</u></del>	+3%
		levels. Contractor shall minimize	<u>less</u>	
		or eliminate unscheduled network		
		downtime to .25% or less.		
		LTSS System Availability is		
		measured from the time of the		
		outage to either module – LTSS		
		and/or ISAS (including IVR).		
		Scheduled maintenance that is		
		pre-approved by DHMH as		
		requiring an outage does not		
		count against uptime. Slowness of		
		the LTSS System, as described in		
		2.6.7. <del>122</del> , shall be considered against uptime should the issue		
		persist 24 hours or longer.		
		The SLA Credits for this		
		Measurement are aggregated, i.e.		
		each lower level of failure adds		
		the stated additional percentage (for a maximum 10% credit at the		
		lowest level).		
		lowest level).		
2.6.7.9	LTSS System's	System response time issues shall	≪4 <u>to 12</u> hours	1%
	Response Time Issue	be resolved within four (4) hours	< <u>≥</u> 12 <u>to 24</u>	+1%
	Resolution	of confirmation that the issue is	hours	
		related to hosting that is within	< <u>∼</u> 24 <u>to 48</u>	+3%
		the TO Contractor's purview. The LTSS System's on-line	hours	
		transactions shall be processed	>24- <u>48</u> hours	+5% credit
		within one (1) second of the		
		established response time		
		baseline for transactions that do		
		not change data and transmitted		
		within a three (3) seconds of the		
		established response time		
		baseline for transactions that do		
		change data.		
		The baseline response time shall		
		be established prior to Go-live,		
		refer to Section 2.6.2.26 for how		
		the baseline shall be established.		
		Response time is measured on an		
		ad hoc basis when requested by		

State of Maryland- Department of Health and Mental Hygiene

ID #	Service Requirement	Measurement	SLA	SLA Credit
		DHMH. The response time test script shall be processed by the Help Desk, monitored by TO Contractor and DHMH. The SLA Credits for this Measurement are aggregated, i.e. each lower level of failure adds the stated additional percentage (for a maximum 10% credit at the lowest level). As determined through Root Cause Analysis (RCA), the following may be excluded from the SLA: a. On-line reports b. Ad hoc reports/queries c. Defects and/or inefficient custom LTSS System software, as confirmed by DHMH d. Transactional database application design and/or construction e. Database replication- related issues (i.e. from transactional to reporting		
		database)		
2.6.7.10	LTSS System Recovery	In the event of a declared disaster the recovery time objective of the	<48 <u>to 72</u> hours	10%
		LTSS system is forty-eight (48) hours. The system should be	< <u>∽</u> 72 <u>to 96</u> hours	+15%
		fully operation and available. The SLA Credits for this Measurement are aggregated, i.e. each lower level of failure adds the stated additional percentage (for a maximum 50% credit at the lowest level).	≪96 hours	+25%

# Start-up Period SLA:

Start-up SLA credit is applied to the <u>Start-up Period</u> line of the Attachment 1 Price Sheet.

ID # Service Requirement Measurement	SLA	SLA Credit
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State of Maryland- Department of Health and Mental Hygiene

- 1. Is the expectation that if another vendor is awarded this procurement that they would move the existing physical servers from the incumbent's data center?
  - A. No. The TO Contractor would provide the hardware.
- 2. Does the state own the hardware in the existing infrastructure?
  - A. No. The current O&M Contractor owns the hardware.
- 3. What are the specs of the existing physical servers? When were they purchased?
  - A. Refer to Attachment 20. The physical servers were purchased at various times within the past three (3) years.
- 4. What is the expectation for a vendor to perform services onsite? Which labor categories, if any, would be required to be onsite for the duration of this project?
  - A. Refer to TORFP section 2.6.5.1 for physical office requirements. DHMH does not require TO Contractor to be onsite for the duration of this project; however, it is likely that onsite meetings will be required from time to time.
- 5. Is the state budgeting funds for this procurement to replace the existing IVR solution?
  - A. The current IVR is integrated with the incumbent's corporate infrastructure and has proprietary elements. DHMH does not own the COTS hardware and software. Moving the IVR to a new provider's location in its entirety is not feasible.

An objective of this procurement is to obtain an IVR that meets the needs of DHMH and is dedicated to the LTSS System. Should custom coding be required to integrate the proposed IVR solution with the LTSS System, offeror should include in their proposal the aspects of the IVR solution requiring the services of the Software Development Contractor to perform custom software develop to integrate with the LTSS System. DHMH will facilitate these services and the cost of the Software Development Contractor's services is not the responsibility of the offeror. Integration of the IVR within the 90-day startup period is a known risk to DHMH and the offeror shall describe a mitigation strategy in their proposal.

- 6. 2.6.2.5 how many of the 300,000 calls per month are for clocking in/out?
  - A. Other than the Help Desk calls (see TORFP section 2.6.1.12), nearly all are clocking in/out.
- 7. What is the average duration of the phone call for 2.6.1.21?
  - A. Depending on the complexity of the inquiry, the average call time is between 7-15 minutes with an additional 3-10 minutes afterwards to complete documenting the ticket and finalizing disposition.
- 8. Is there a preference on a help desk software?
  - A. No. The Help Desk software shall meet the requirements specified in TORFP section 2.6.1.6 & 2.6.1 7.

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- 9. 2.6.1.3 can you please give an estimate as to how many as needed deployments have occurred on the current contract?
  - A. Outside of the scheduled monthly software release, there are approximately one or two "as needed" smaller release(s) each month to address critical and high priority defect fixes. About once a year, a substantially larger software deployment is performed. The result of these deployments typically requires more stabilization releases that address defects and/or operational change requests.

1. <u>Page 23, Section 2.6.2.7</u>: TO Contractor shall provide dedicated services with no comingling of data or resources with other clients other than the State of Maryland. This includes all internet connectivity.

Please confirm that for the hardware components listed below, the requirement is for <u>physically</u> dedicated equipment at the primary hosting facility and that services that are "logically" or "virtually" dedicated, or deployed in a "cloud environment" are not acceptable.

Servers

- LTSS/ISAS applications
- Authentication
- Backup/Restore
- Deployment Services
- Firewall
- Internal DNS
- Network Load Balancers
- Lync Services

Storage Equipment

- Storage network controller
- Storage devices

<u>Answer:</u> The Offeror shall provide a proposed solution that meets DHMH's requirements. Addressing the level of specificity in this question is not conducive to the Department's goal of providing latitude for each Offeror to have flexibility in presenting their proposed solution. Should the Offeror include a shared asset in the proposed solution, it should be disclosed in their proposal with an explanation for the rationale and description of how this supports the Department's goals.

Regarding the requirement to ensure there is no comingling of data or resources, in addition to Section 2.6.2.7, refer to the following TORFP sections for additional requirements pertaining to this question:

- Section 2.6.2.23: TO Contractor shall provide administrator level access to the LTSS system technical infrastructure for DHMH's Technical Support Team to provide technical oversight of the LTSS applications and physical assets.
- Section 2.6.4.2.h: Ensure that State data is not comingled with the TO Contractor's other clients' data through the proper application of data compartmentalization security measures. This includes but is not limited to classifying data elements and controlling access to those elements based on the classification and a user's access or security level.
- Section 2.6.4.2.1: Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of State data from unauthorized access as well as the separation of production and non-production environments.

2. <u>Page 51-52</u>, <u>Section 2.9.2 Offeror's Personnel Minimum Qualifications</u>: will the State allow the combination of relevant technical course work and years of relevant experience to be an acceptable replacement for the Bachelor's Degree requirement for named personnel candidates?

Answer: No.

3. <u>Section 2.6.7.10:</u> In the RFP Hosting SLA table, for "LTSS System Recovery", what does "declared disaster" mean?

<u>Answer:</u> A disaster is defined as any event that creates an inability to provide services for some period of time. SIMILAR TERMS: Business Interruption; Outage; Catastrophe. Maryland's Department of Information Technology provides a more complete description in the following link: <u>http://doit.maryland.gov/publications/stateofmarylanddisasterplanning.pdf</u>.

For the LTSS System, a declared disaster requires a joint decision made in collaboration by DHMH's TO Contract Monitor and Project Manager, as well as the TO Contractor's TO Contract Manager. Refer to the following sections of the TORFP for additional information:

- Section 2.6.8.2: TO Contractor shall document all backup and disaster recovery procedures in a continuity of operations (COOP) plan...
- Section 2.6.8.5: The COOP Plan shall include...
- Section 2.6.8.5.c: Disaster Declaration Process
- 4. <u>Section 2.6.7.0.A:</u> Under RFP Section 2.6.7 "Service Level Agreement (SLA)", is the TO Contractor correct in its assumption that Liquidated Damages specified in subsection A, are the SLA Credit specified in subsection C.4?

<u>Answer:</u> Yes, the assumption is correct.

 Section 2.5: Is the TO Contractor correct in assuming that the bullets listed in section 2.5, Required Policies, Guidelines and Methodologies are the only policies to which the TO Contractor must comply? If not please specify which other specific Required Policies, Guidelines and Methodologies apply.

<u>Answer:</u> Per the TORFP Section 2.5, "The foregoing may include, <u>but are not limited to</u>, the following policies, guidelines and methodologies..." [underline added]. For example, the answer to question 6 includes DHMH's IT Security Policy (2014). In general, DHMH expects TO Contractors to be knowledgeable about the IT policies, guidelines and methodologies that govern State of Maryland initiatives, which change from time-to-time.

6. Will the DHMH provide a copy of the AUP that pertains to the DHMH corporate network or the Internet?

<u>Answer:</u> DHMH's Acceptable Use Policy (AUP) can be found on page 7 of the attached DHMH IT Security Policy (2014) document.

7. For the current LTSS System COTS Software listed in the TORFP on page 17, has the DHMH required Microsoft to provide distribution rights and/or an ability to create derivative works based on COTS software, as is required by the Master Contract?

<u>Answer:</u> DHMH has not required Microsoft to provide distribution rights and/or an ability to create derivative works based on the COTS software listed on page 17 of the TORFP.

8. With respect to COTS products procured under this TORFP. Is Offeror correct in its assumption that it will not be required to provide the DHMH with the right to sublicense, to use, execute, reproduce, display, perform, distribute copies of, modify and prepare derivative works under the TORFP Response, regardless of the requirement in the Master Contract, as DHMH has similarly not required of Microsoft's COTS software?

<u>Answer:</u> This assumption is not correct; however, DHMH has not required Microsoft to provide distribution rights and/or an ability to create derivative works based on the COTS software listed on page 17 of the TORFP. Should DHMH change this requirement, the Work Order process, as described in TORFP section 2.12, shall be executed for Offerors to address this new requirement. Offerors should anticipate such changes and include an appropriate pricing mechanism in responding to Optional Services (TORFP # M00B5400373 Attachment 1 Price Sheet, page 69).