

State of Arkansas Department of Human Services

Attachment B  
Written Questions

**Instructions**

This Response Template must be used for submission of written questions. All questions should provide the requested information. Those that do not, may not be answered by DHS. The Vendor may add as many lines as needed. DHS would strongly prefer the Vendor to ask multi-part questions as individual questions on separate lines.

**Instructions:** Complete all cells of each question asked in the Table below. Clearly identify the referenced section or text.

Question ID	Reference (page number, section number, paragraph)	Specific Language	Question	Answers
<i>Example</i>	<i>Page 7, section 1.15, C</i>	J. Vendors may submit multiple bid	<i>May vendors submit more than one bid?</i>	<i>yes See section 1.15, J</i>
1	n/a	n/a	Is there a vendor currently providing this service? If so, how may I obtain copies of any incumbent contract documents?	<i>Not Applicable</i>
2	n/a	n/a	Is there an estimated contract value, or a maximum contract value the department intends on awarding for this service?	<i>Not Applicable</i>
3	Page 12, section 2.11, 2c	Request shall allow for the specification of one (1) or more variables within the same request that may include without limitation the following: i. Date range of account ownership and monthly statement balances ii. Disclosed FIs and types of accounts iii. Medicaid category of the applicant or recipient iv. Indicator of SNAP participation by applicant or recipient.	Does the Agencies current service allow for Medicaid category of the applicant or recipient or an indicator of SNAP participation by applicant or recipient?	No
4	Page 19, section 3.4	The vendor's liability for damages to the State shall be limited to the value of the Contract or five million dollars (\$5,000,000), whichever is higher. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and the State shall not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.	Will the text contained in RFP Section 3.4 setting forth the Statement of Liability be incorporated into the Terms and Conditions at Attachment D? If not, bidder requests that the language please be incorporated into the resulting contract and also specify that it applies to the indemnification provisions.	The state does not negotiate language within the Q&A. See Solicitation section 1.16.D All official documents and correspondence related to this solicitation shall be included as part of the resultant contract.
5	BAA, page 2, section 2(I).	Business Associate shall require each Subcontractor to agree, in writing, to the same restrictions and conditions that apply to Business Associate.	Will Agency allow the amendment of this sentence to read that Business Associate's subcontractors shall agree in writing to "substantially the same" restrictions and conditions, in order to accommodate potential modest variations in subcontractor BAAs?	The state does not negotiate language within the Q&A. See Solicitation Section 3.3.C. Vendor agrees to BAA as presented. Also refer to Section 1.18.C the state may enter into negotiations with the lowest responsible bidder if the state so chooses.

6	BAA, page 3, section 2(K)	Without unreasonable delay, and in any event, no more than 24-hours after Discovery, Business Associate shall notify Covered Entity of any Breach, Use or Disclosure of PHI not permitted under this BAA, or any Security Incident.	Will Agency allow the amendment of the reporting obligation to 48 hours after Discovery, to allow adequate time for bidder to ascertain if a breach or security incident has occurred?	<i>The state does not negotiate language within the Q&amp;A. See Solicitation Section 3.3.C. Vendor agrees to BAA as presented. Also refer to Section 1.18.C the state may enter into negotiations with the lowest responsible bidder if the state so chooses.</i>
7	BAA, page 4, section 4(C)	Except as provided below, Business Associate shall return or destroy all PHI, including all PHI in possession of its Subcontractors, immediately following the termination or expiration of this BAA.	Will Agency allow the inclusion of language in this section which accommodates instances in which return or destruction is infeasible?	<i>The state does not negotiate language within the Q&amp;A. See Solicitation Section 3.3.C. Vendor agrees to BAA as presented. Also refer to Section 1.18.C the state may enter into negotiations with the lowest responsible bidder if the state so chooses.</i>
8	BAA, page 4, section 5.	Business Associate shall indemnify Covered Entity, its owners, employees and representatives in the event Business Associate's performance or failure to perform under this BAA has given rise to liabilities, costs, damages, and losses (including attorneys' fees) reasonably and properly incurred by Covered Entity in connection with any actual, threatened, or pending, civil, criminal, or administrative cause of action, claim, inquiry, investigation, lawsuit, or other proceeding (collectively a "Claim").	Will Agency be willing to amend the first part of this section, to state that Business Associate shall indemnify Covered Entity "in the event Business Associate breaches its obligations under this BAA and such breach has resulted in liabilities, costs, damages (etc)"? The language as written is quite broad. In addition, would Agency be willing to allow a cap on bidder's liability, as reasonably agreed upon by the parties?	<i>The state does not negotiate language within the Q&amp;A. See Solicitation Section 3.3.C. Vendor agrees to BAA as presented. Also refer to Section 1.18.C the state may enter into negotiations with the lowest responsible bidder if the state so chooses.</i>
9	Page 3, section 1.8, A	4. DO NOT include any other documents or ancillary information, such as a cover letter or promotional/marketing information. Submit one (1) electronic copy of the response packet, excluding the Official Bid Price Sheet, preferably on a flash drive and one (1) hard copy. To the extent possible, all electronic files should be a single document in PDF format.	Please advise if it permissible for responses to be submitted electronically through email in lieu of a hardcopy submission.	<i>No. See also Section 1.15.F of the solicitation.</i>
10	Page 3, section 1.8, B	6. Vendor should also submit one (1) electronic copy of the Official Bid Price Sheet, preferably on a flash drive, in a single PDF file.	Please confirm bidders should submit their bid pricing in PDF format as instructed and NOT as an Excel file, as currently provided.	<i>Please follow all requirements of section 1.8.B as stated.</i>
11	Page 3, section 1.8, B	7. The Official Bid Price Sheet, including the hard copy and electronic copy, must be separately sealed from the Bid Response Packet and should be clearly marked as "Pricing." Vendor must not include any pricing in the hard copies or electronic copies of the Bid Response Packet.	Is it permissible for the separately sealed pricing submission to be placed within a separate box within the overall submission box so that a single package can be delivered with the separately sealed cost proposal inside?	<i>Yes.</i>
12	Page 10, Section 2.2, E	The Contractor must be bondable. For verification purposes the Prospective Contractor must submit a Letter of Bondability from an admitted Surety Insurer with bid submission. The letter must unconditionally offer to guarantee, to the extent of one hundred percent (100%) of the annual contract price, the Prospective Contractor's performance in all respects of the terms and conditions of the IFB and the resultant contract. The Prospective Contractor shall be required to provide DHS with the Performance Bond described in this section upon contract start.	Please advise on the valid start/end dates for the Letter of Bondability as well as the subsequent Performance Bond. Will the Performance Bond immediately take effect upon award in place of the Letter of Bondability?	<i>The state does not have set dates for validity of letter so long as the requirements in Section 2.2.E are met. The Prospective Contractor shall be required to provide DHS with the Performance Bond described in this section upon contract start. See also Section 3.5.</i>
13	Page 15, Section 2.18, Technical Support	The Contractor shall provide technical support to DHS and FI staff. The Contractor must provide support and shall be available twenty-four (24) hours a day, seven (7) days per week.	Please clarify the type and level of support required 24/7. What are the current office hours of DHS staff?	<i>Refer to Addendum 2</i>
14	Page 22, Section 4, Item 8	SAMPLES: Samples or demonstrators, when requested, must be furnished free of expense to the State.	With the vast changes in technology over the past several years, is the DHS open to receiving demonstrations at this time from qualified bidders?	<i>Demonstrations are not a component of this solicitation.</i>

15			Please clarify if the vendor is required to submit Attachment H: ARDHS-OIT-Standard IT Requirements form as it is not listed as one of the Documentation Checklist items.	<i>Attachment K should be completed by Prospective Contractors with an understanding that not all items will be relevant in every case. So a Non-Applicable (N/A) response will be acceptable for items that do not pertain to the bid or application in question.</i>
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