



Larry Hogan, Governor · Boyd K. Rutherford, Lt. Governor · Dennis R. Schrader, Secretary

COVID – 19 LABORATORY SERVICES MDH/OCMP 21-19050
eMMA# BPM023963
Vendors' Questions and Answers #3
Received (5/25/21)

27. The IFB Document states at Section 4.17 that by submitting a bid, the Bidder, if selected, will be deemed to have accepted the terms and conditions in Attachment M, and that any exceptions to the IFB or Contract must be raised prior to Bid Submission. In what format does the State wish to receive exceptions from Bidders, and where should those be directed?

Response: Exceptions to the IFB or Contract should have been raised during the Q&A period during which the State can consider making changes to the terms and conditions such that any changes made would be applicable to all bidders who would then all be pricing on the same terms and conditions. Such requests should have been submitted in the same way as bidder questions.

28. If Bidder is awarded the Contract, and raised exceptions prior to the Bid Submission, what will the process be for negotiating any raised exceptions?

Response: The State would take bidder requests to alter the IFB or Contract terms and conditions under advisement. Requested changes accommodated by the State would be reflected in an addendum to the solicitation. See also the response to Question 27. Any exceptions to terms and conditions received with a bid may result in bid rejection.

29. Is there a specific way in which the State would like portions of the bid which Bidders consider confidential/proprietary commercial information/trade secrets to be identified?

Response: Please see Section 4.8.1 for instructions on identifying confidential and proprietary information in a bid. Bidders should identify such information by page numbers in the transmittal letter. Bidders may also want to mark any such information in an obvious manner on the pages on which it appears. The State has a substantial interest in not disclosing confidential and proprietary information of its bidders so that they can participate confidently in the procurement process.

30. Please define or specify what is included in “State Data,” as it is used in Section 3.2.5 of the IFB. Does “State Data” include data test results?

Response: State data could include test results; however, the Contractor would satisfy Section 3.2.5 by uploading the tests results as directed in IFB Sections 2.3.1.5 and 2.3.1.6 as this would be the mutually agreed upon format.

31. What is the Initial Term of the Contract?

Response: The term of the contract is a one-year base period with two, one-year option periods. See the Key Information Summary sheet on pages iii and iv of the IFB.

32. Would the State accept a turn-around time for testing beginning at the time of receipt at the laboratory?

Response: No, the turn-around time will be measured from the contractor’s collection of samples in accordance with IFB Section 2.3.1.6.

33. In an instance where the Contractor is expected to provide transition assistance, what assurances can be provided that no confidential/proprietary commercial information/trade secrets will be expected to be communicated to the State or a follow-on contractor?

Response: The Contractor would not be expected to disclose any confidential/proprietary commercial information or trade secrets in providing assistance to a follow-on contractor.

34. Will the State accept a Contractor’s Security/Background checks if Contractor’s policies and procedures are not identical to those called for in the IFB?

Response: The Contractor will be expected to comply with IFB Section 3.7.2 “Security Clearance / Criminal Background Checks.”

35. Will the State consider making the NDA mutual?

Response: The State will not consider a mutual NDA, although the State is sensitive to the need to protect confidential and proprietary information of contractors.

36. If a Bidder that is a Covered Entity is awarded the contract, will the State still require that Bidder sign the BAA? Maryland Department of Health Page 2 of 2

Response: The State requires the contractors to sign the BAA.

37. In Sections 3 and 4 of the RFP, do Bidders need to provide a written response to each subsection, or are these sections instructional in nature and a written response is not required?

Response: As this is an Invitation for Bids, no written response is required in response to contract requirements. By submitting a bid, offerors are deemed to have accepted the terms and conditions. See IFB Section 4.17.

38. In Sections 3 and 4 of the RFP, do Bidders need to identify any subsections for which a modification is necessary, or are these sections instructional in nature and a written response is not required?

Response: No modification will be made to the IFB terms and conditions, except those issued via addendum to the solicitation. A written response is not required in response to IFB sections containing contract requirements. Bidders need only provide information as prompted in IFB Section 5.

39. Regarding 2.3.2.2, can a viral inactivation transport media (ITM) be used instead of a viral transport media (VTM)? We have found that because ITM inactivates the virus, it is more stable and safer for specimen transport.