



**Questions and Answers BAFO #1  
 Request for Proposal MDM0031023850  
 Systems Operations Support RFP  
 March 23, 2016**

This list of questions and responses is being issued to clarify certain information contained in the above referenced RFP and BAFO. Nothing in MHBE’s response to these questions is to be construed as agreement to or acceptance by the MHBE of any statement or interpretation on the part of the Offeror.

1. **Question:** Amendment 6 outlines the following liquidated damages:

SLA ID #	Requirement	SLA Measurement	SLA Measurement Achieved	Liquidated Damages Deduction
3.4.6.1	System Availability	99%	≥ 95% and < 99%	10%
			< 95%	<del>50</del> 25%
3.4.6.2	File Availability	95%	≥ 90% and < 95%	10%
			< 90%	<del>50</del> 25%
3.4.6.3	Inbound File Processing	95%	≥ 90% and < 95%	10%
			< 90%	<del>50</del> 25%
3.4.6.4	Severity Level 1 response time	99%	≥ 95% and < 99%	10%
			< 95%	<del>50</del> 25%
3.4.6.5	Severity Level 1 resolution time	99%	≥ 95% and < 99%	10%
			< 95%	<del>50</del> 25%
3.4.6.6	Severity Level 2 response time	95%	≥ 90% and < 95%	10%
			< 90%	<del>50</del> 25%
3.4.6.7	Severity Level 2 resolution time	95%	≥ 90% and < 95%	10%
			< 90%	<del>50</del> 25%

- How will the State determine which entity is responsible for meeting any of the SLAs listed above? For example, if a file is not available from the source entity, would that trigger liquidated damages? A



second example would be a failure of the MHBE application in the production environment. If the system becomes unavailable, how is accountability assigned? It appears that the RFP, as currently written, implies the Systems Operations Support contractor would be accountable, even if it's a hosting or code related matter, outside the purview of the Systems Operations Support contractor. What process will MHBE use to designate roles and responsibilities of hosting, development, and Systems Operations Support contractors?

- How will MHBE calculate the maximum total for liquidated damages which can be assessed in any given month?
- Is there a cap on Liquidated Damages that MHBE will assess during any given month?

**Response:** System Operations, Hosting and Development contractors are expected to collaboratively work with the State in identifying the root-cause of an issue that triggers SLA breach. Accountability for any SLA breach will be assessed based on the facts and the responsibility of the individual contractors.

There is no cap on the Liquidated Damages deduction assessed during any given month.

**2. Question:** MHBE has stated in section 31.3 “For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract **where liability is not otherwise set forth as being “without limitation”, and regardless of the basis on which the claim is made, Contractor’s liability shall not exceed 3 times the value of the Contract. Third-party claims arising under Section 6 (“Indemnification”) of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor’s liability for third-party claims arising under Section 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6”.**

- Please confirm that of the limit of the Contractor’s liability is calculated based on the initial period of performance and that once the base period of performance is completed, liability is based on each option period.

**Response:** Contractor’s liability as stated in section 31.3 of the RFP is not tied to any specific period of performance.

**3. Question:** Would MHBE consider amending the period of performance so that it would be a one-year base period, with four one-year options? If so, would MHBE also consider contract renewal with concurrence from both parties? MHBE would maintain sole discretion for termination of the contract for other reasons outlined in the RFP and contract. A reduction in the base period of performance would limit liability for all parties.

**Response:** No.

**4. Question:** MHBE has stated in the BAFO cover letter that “Given Amendment #6, please provide a detailed BAFO with respect to the changes, if any, that Amendment #6 has on your previous proposal. MHBE will not accept exceptions to the RFP or contract documents, which include but are not limited to RFP Attachments A-L and all Appendices. MHBE therefore requests, in response to this



Request for BAFO, resubmission of Technical Proposals from all offerors removing any such exceptions and/or assumptions. **Technical Proposals submitted in response to this request for BAFOs containing exceptions and/or assumptions shall be rejected. Offeror that submit Technical Proposals containing exceptions or assumptions shall no longer be deemed reasonably susceptible of being selected for an award.**” However, to date, MHBE has not commented or provided guidance on certain proposed exceptions which have brought forward for consideration. Would MHBE provide clarification/guidance to proposed exceptions?

**Response:** Amendment 6 captures the MHBE’s response to all of the exceptions that were received from all Offerors.

**5. Question:** May we submit our revised technical, cost, and PIA BAFO proposals in a series of unencrypted emails instead of one unencrypted email?

**Response:** Yes. Ensure that each email and associated attachments are appropriately labeled.

**6. Question:** How should Offerors respond to questions for additional information that were posed by MHBE during the oral presentation, but are not addressed by Amendment 6?

**Response:** The Technical BAFO response should incorporate anything from oral presentation discussions and Amendment 6.

Date Issued: March 23, 2016

Michelle Compton

Procurement Officer