

Maryland Health Benefit Exchange
Request for Proposals (RFP) #BPM028490 For MHBE Consolidated Service Center
Question – Responses # 7

Q #	RFP Section	RFP Page #	RFP Language	Question
1.	1.2 and 3.7	Page 12, 77	Key Personnel - Workforce Manager	In Section 1.2 the Workforce Manager is not listed as a Key Personnel position, but it does appear in Section 3.7. Please clarify. Offerors are not required to include the workforce manager as Key Personnel. Section 1.2, page 12 provides the correct description of Key Personnel.
2.	Section 3.2.1.13 and Section 3.3.1	50, 62	“For additional information regarding specific report names, titles and descriptions please refer to RFP section 3.2.2.2 Deliverables” and “outlined in the RFP Section 3.2.2.2 – Deliverables”	The requirements refer to Section 3.2.2.2 Deliverables, however, in the RFP Deliverables is actually in 3.2.2.1. Please confirm. All references to Deliverables should cite Section 3.2.2.
3.	Section 3.2.2.1 Deliverables Submission Process	57	“Required deliverables are defined in Section 3.2.2.1.”	We believe that 3.2.2.1 should be table 3.2.2 on page 58. Please confirm. Correct, Deliverables are defined in Section 3.2.2.
4.	Section 4.4.2.12 Financial Capability	94	Financial Statements	Due to our firm’s length of financial statements (over 200 pages), may bidders provide a hyperlink instead? Yes
5.	Attachment F – Federal Funding Acknowledgement	-	-	Please clarify if Attachment F is required from subcontractors. Subcontractors should also acknowledge the Federal Funding Attachment.
6.		89	Beginning with Tab B (see RFP Section 4.4.2.3), all pages of both Proposal volumes shall be consecutively-numbered from beginning (Page 1) to end (Page “x”). The Title Page, Table of Contents, and any Claim of Confidentiality (Tabs A and A-1; see RFP Sections 4.4.2.1 and 4.4.2.2), should be numbered using small Roman numerals (ex. i, ii, iii, iv, v, etc.).	<ul style="list-style-type: none"> • The requirement says “both volumes.” Does this mean that the numbering for the financial volume should pick up from the end of the technical volume? Or can restart the numbering for the financial? Technical Proposal is separate and apart from Financial Proposal, so the Financial Proposal should be numbered independently from the Technical Proposal. • Can Bidders number the pages by major section (i.e., A-1, B-1)? Yes

Q #	RFP Section	RFP Page #	RFP Language	Question
				<p>Can Bidders exclude each of the following from the sequential numbering requirement:</p> <p>a) signed forms No</p> <p>b) attachments, pre-printed elements, such as annual reports The preprinted elements should be inserted at the end of the section and do not have to continue the numbering sequence. The preprinted elements should be numbered independently.</p> <p>c) standalone plans If Preprinted elements, see response to b. If a part of the Section response it should be included in the numbering scheme.</p>
7.	RFP	-	Tier 1 and Tier 2 calls	<p>Is there an option in the IVR for individuals to be directly connected to a Tier 2 agent or do all callers interact with a Tier 1 agent and are then transferred to a Tier 2 agent for additional assistance? The IVR will have to be redesigned to accommodate the Tier I and Tier II call queues.</p>
8.	RFP	-	90 day implementation	<p>Can MHBE please provide an anticipated go-live date? July 1, 2022.</p>
9.	Attachment E	Attachment E – Price Proposal	Attachment E – Price Proposal	<p>Will MHBE consider including an implementation fee section in the pricing sheets to include a price proposal for the set-up activities? If not, can the state confirm if there is a chance to discuss this type of fee during the negotiations period in the event of award? Implementation costs will be addressed at the Pre-Proposal Conference and, if necessary, a new Attachment E will be sent after the Pre-Proposal Conference.</p>
10.	1.24. Mandatory Contractual Terms	24	By submitting a Proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached herein as RFP Attachment A. Any exceptions to this RFP or the Contract shall be clearly	<p>1. Would the State please that confirm that Offeror is allowed to submit proposed exceptions to RFP terms and conditions for the State's consideration with its proposal response? Response: Refer to Section 4.4.2.4 - "Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award."</p>

Q #	RFP Section	RFP Page #	RFP Language	Question
			<p>identified in the Executive Summary of the Technical Proposal. A Proposal may be rejected if it takes exception to these terms or fails to state that it has taken no exceptions (reference RFP Section 4.4.2.4).</p>	
11.	ATTACHMENT A – CONTRACT, 30. Liability	115	<p>For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:</p> <p>30.1. For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 5 of this Contract;</p> <p>30.2. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and</p> <p>30.3. For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form Contractor’s liability for third party claims arising under Section 6 of this Contract shall be unlimited if the State is not</p>	<p>2. Would the State please consider adding an industry standard limitation of liability cap on direct damages at the total value of the Contract? No.</p>

Q #	RFP Section	RFP Page #	RFP Language	Question
			immune from liability for claims arising under Section 6.	
12.	ATTACHMENT A – CONTRACT, 6. Indemnification	106	6.1. Contractor shall indemnify, defend, and hold the State, its directors, officers, employees and agents harmless from third-party liability for tangible property damage, bodily injury and death, and for fraud or willful misconduct of Contractor, including all related defense costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or relating to the performance of the Contractor or its Subcontractors under this Contract.	3. Would the State please consider narrowing the indemnification obligation of the Contractor to claims directly caused by the Contractor's own negligent acts and/or willful misconduct in performance of the services under this Contract? No.
13.	3.5. Liquidated Damages	71	3.5.1. Liquidated Damages Assessment: Collections, Withholds a. Once the MHBE has determined that liquidated damages are to be assessed, the MHBE shall notify the Contractor of the assessment (or assessments). At the MHBE's discretion, the assessment notice may direct payment of the assessment by the Contractor. If payment is thus directed, the Contractor shall pay the assessment within	4. Would the State please consider implementing a cap on the assessment of liquidated damages against the Contractor at 10% of the total aggregate monthly invoice amount? No.

Q #	RFP Section	RFP Page #	RFP Language	Question
			<p>thirty (30) calendar days of receipt of the assessment notice unless directed otherwise by the MHBE. If the MHBE determines that any damage was caused in part by the MHBE or another Contractor, the MHBE may reduce damage assessment against the Contractor proportionately.</p> <p>b. Any liquidated damages assessment may also be collected, at the MHBE's discretion, by withholding the funds from any payment (or payments) due the Contractor after the date of assessment.</p>	
14.	ATTACHMENT A – CONTRACT, 19. Termination for Convenience	111	<p>The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of</p>	<p>5. Would the State please consider providing the Contractor with ninety days prior written notice before the effective date of a termination for convenience? No.</p>

Q #	RFP Section	RFP Page #	RFP Language	Question
			<p>termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).</p>	
15.	ATTACHMENT A – CONTRACT, 18. Termination for Cause	110	<p>If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and</p>	<p>6. Would the State please consider providing the Contractor with thirty days prior written notice before the effective date of a termination for cause to allow the Contractor to cure the action that lead to the determination? No.</p>

Q #	RFP Section	RFP Page #	RFP Language	Question
obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.				
16.	RFP, 8	187	<p>Regular Dealer (generally identified as a wholesaler or supplier in the MDOT Directory):</p> <p>Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business; and does not include a packager, a broker, a manufacturer's representative, or any other person that arranges or expedites transactions.</p>	<p>Will the state please confirm this rule only applies to MBE contractors providing materials and supplies? Yes. Any other vendor won't apply to these rules? Yes.</p>

Q #	RFP Section	RFP Page #	RFP Language	Question
17.	Attachment E Cost Proposal Template	2	F. It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form.	Is it possible that the offeror submits a separate narrative document that details the pricing assumptions considered for the Attachment E Price proposal? Response: The assumptions of volumes are only for evaluation purposes; and they do not represent specific data or details.
18.	Attachment E Cost Proposal Template	-	* Operational Fixed Fee - A monthly payment for fixed and pass-through costs. Fixed costs to include facilities, infrastructure, equipment, security system monitoring, key personnel, team leads, supervisors, management (excluding key staff), internal escalated team, training staff, quality assurance staff, and financial or administrative support staff. Pass-through costs to include telephony line, circuit useage, telephony system and platform costs, workforce management and reporting and quality monitoring, and other operational software.	Will the state please clarify that the operational fixed fee should include costs for key staff? Response: Costs for Key personnel should be included in the Operational Fixed Fee. Please review the new version of Attachment E posted on the website.
19.	Attachment E Cost Template	-	-	Can the state confirm that the offeror is allowed to include a pricing increase/decrease in the year over year pricing? Response: Yes
20.	Attachment E Cost Template	-	-	Formula on Cell B15 of the pricing sheet is not including the Live chat price per contact. Will the state correct the pricing sheet to amend this piece or should the vendor assume the Live

Q #	RFP Section	RFP Page #	RFP Language	Question
				chat price will not be part of the evaluated price? Response: Please refer to the updated version of Attachment E as posted on our website.
21.	Section 3.2.1.2	39	-	Can the state confirm that Tier I is representative of all calls except Applications & Enrollments that should be transferred to Tier II? If so, can the state confirm if the AHT assumption should be different for every tier? Response: Yes; the Applications & Enrollments coming to Tier I should be transferred to Tier II. If calls other than applications & enrollments arrive in the Tier II queue, the CSRs in Tier II should handle. The calls anticipated to arrive in Tier I and Tier II queues are cited on pages 41-43. Yes; we expect the AHT to vary between Tier I and Tier II.
22.	Attachment E Cost Template	-	-	For billing purposes, can the State confirm that if a call originates in Tier I and is transferred to Tier II, that both the Tier I and Tier II calls are considered billable? Response: Yes; provided the vendor can provide the supporting transfer data with invoice.
23.	Attachment E Cost Template	-	-	Will MHBE consider including an implementation fee section in the pricing sheets to include a price proposal for the set-up activities? If not, can the state confirm if there is a chance to discuss this type of fee during the negotiations period in the event of award? Implementation costs will be addressed at the Pre-Proposal Conference and, if necessary, a new Attachment E will be sent after the Pre-Proposal Conference.
24.	Attachment E Cost Template	-	-	Can the state confirm that the offeror can correct formulas in the pricing forms to correct potential errors in the financial proposal without being subject of disqualification? Response: Please refer to the updated version of Attachment E as posted on our website.
25.	Attachment E Cost Template	-	-	Is the offeror entitled to include a different price YoY to account for cost-of-living adjustments? Response: The offeror should price to support the needs of its business.

Q #	RFP Section	RFP Page #	RFP Language	Question
26.	3.1	35	The MHBE expects that staffing numbers will include a minimum of 150 FTE total customer service representatives (CSRs) for February through October; 200 CSRs in October and November; and 250 CSRs from December through January.	Please provide the current vendor staffing level averages for the 2021 Open Enrollment Period and 2021 steady state period. Response: Average Staffing levels are provided with this request as a separate document.
27.	3.2	38	Call Type Table	Please provide the historical monthly call volumes for Tier 1 and Tier 2 calls. The table does not clearly represent which calls are handled by Tier 1 agents vs. Tier 2 agents. Response: The Tier I and Tier II plan is a new concept to be implemented during the next contract.
28.	3.2	38	Call Type Table	Do all calls originate as Tier 1 calls and then escalate to Tier 2 as needed? Or, do calls route to Tier 1 and Tier 2 based upon the callers IVR selection? Response: The IVR will have to be redesigned to accomodate the Tier I and Tier II call queues.
29.	3.2	38	Call Type Table	If calls escalate to Tier 2 from Tier 1, what is the average handle time in Tier 1 prior to escalation? Response: The Tier I and Tier II plan is a new concept to be implemented during the next contract.
30.	3.2	38	Call Type Table	If calls escalate to Tier 2 from Tier 1, please provide the volume of calls that escalate to Tier 2 that originated as a Tier 1 call. Response: The Tier I and Tier II plan is a new concept to be implemented during the next contract.

Q #	RFP Section	RFP Page #	RFP Language	Question
31.	3.2.1.6	46	Special Projects Team	Please provide the historical volume of adhoc outreach for MHBE compliance cases worked by the Special Projects Team. Response: The volume of this type of outreach request is quite minimal and may sum up to 25 requests within a year. Data is not currently captured.
32.	3.2.1.6	46	Special Projects Team	What are the current staffing levels for the special projects team during open enrollment and steady operations? Response: The typical staffing level of the special projects team is 9 or 10 FTE; up to 12-14 during open enrollment periods.
33.	3.2.1.4	45	Consumer Assistance Workers Support	Can the state confirm the number of dedicated staff for the consumer assistance worker line. Response: The CAW line is typically supported by 2 - 4 members of the special project team.
34.	3.1	35	-	<p>Can the state confirm that the minimum FTE for total customer service representatives includes Tier 1, Tier 2, chat, social media response, consumer assistance and application counselors? Response: The minimum FTE excludes the special project team and chat. Social media and CAW support is typically performed by members of the special project team.</p> <p>Can you confirm that the minimum FTE for the total customer service representatives excludes the special project team staff? Response: The minimum FTE excludes the special project team and chat. Social media and CAW support is typically performed by members of the special project team.</p>