



STATE OF MARYLAND
MARYLAND HEALTH BENEFIT EXCHANGE
(MHBE)
AUDIT SERVICES CONTRACT (ASC) TORFP
EXTERNAL AUDIT SERVICES
TORFP NUMBER BPM021914

ISSUE DATE: DECEMBER 03, 2020

STATE OF MARYLAND
MARYLAND HEALTH BENEFIT EXCHANGE
(MHBE)
KEY INFORMATION SUMMARY SHEET

ASC TORFP	MHBE External Audit Services
TORFP Number:	BPM021914
TORFP Issue Date:	December 3, 2020
TORFP Issuing Office:	Maryland Health Benefit Exchange (MHBE)
Procurement Officer:	Raelene Glasgow 750 East Pratt Street, 6 th Floor Baltimore, MD 21201
e-mail:	Raelene.glasgow1@maryland.gov
Office Phone:	410-547-8152
TOPs are to be sent to:	Task Order Proposals will be accepted through the State's eMaryland Marketplace Advantage (eMMA) e-Procurement system. Instructions on how to submit proposals electronically can be found at:

	https://procurement.maryland.gov/wp-content/uploads/sites/12/2019/08/5-eMMA-QRG-Responding-to-Solicitations-Double-Envelope-v2.pdf .
Pre-TORFP Conference:	December 17, 2020 at 1:00 p.m. Local Time See Attachment A for instructions. Virtual Conference, by Calendar Invitation from Procurement Officer Only
TOP Due (Closing) Date and Time:	January 5, 2020 at 1:00 p.m. Local Time Master Contractors are reminded that a completed Feedback Form is requested if a no-bid decision is made.
MBE Subcontracting Goal:	10% For each TORFP, a PRG is REQUIRED to be prepared & submitted to the DGS OSP PRG team for review/approval prior to issuance of the TORFP with no subgoals.
VSBE Subcontracting Goal:	5%
Task Order Duration:	One (1) base period Two (2) option periods. Base period begins January 1, 2021 and ending December 31, 2021. Option year one commencing 01/01/2022 ending 12/31/22 and Second base year commencing 01/01/2023 and ending on 12/31/2023.
Primary Place of Performance:	Telework only if MD State of Emergency Plan is still in effect. Otherwise, 750 East Pratt Street, 6th Floor, Baltimore, MD 21201
SBR Designation:	No
Federal Funding:	Yes
Non-Routine Travel Allowed:	No

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1 Contractor Requirements: Scope of Work

1.1 Purpose

The Maryland Health Benefit Exchange (MHBE) is issuing this Task Order Request for Proposals (TORFP) in order to procure the services defined in this Section 2, as specified in this TORFP, from a task order between the successful master contractor(s) and the Maryland Health Benefit Exchange:

- 1.1.1 The purpose of this financial and programmatic audit request is to ensure that the Maryland Health Benefit Exchange meets the obligations of an annual independent external audit as required by 45 CFR 155.1200-1210, Subpart M – Oversight and Program Integrity Standards for State Exchanges.
- 1.1.2 It is the State’s intention to obtain goods and services, as specified in this TORFP, from a Task Order between the selected Master Contractor and the State.
- 1.1.3 The MHBE intends to make a **single award** for the work under this RFP. See **ASC Master Contract RFP No. 001B0600234** and **Section 3.7 Award Basis of this TORFP** for more Contract award information.
- 1.1.4 A Master Contractor, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for performance regardless of subcontractor participation in the work.

1.2 Background

The goal of the Maryland Health Benefit Exchange (MHBE) is to make health coverage affordable and more accessible for Marylanders. The Maryland Health Benefit Exchange operates Maryland Health Connection, the State’s health insurance marketplace under the Patient Protection and Affordable Care Act of 2010 (ACA), to provide Maryland residents and small businesses with a marketplace to compare plans, shop, and enroll in affordable health care coverage. Through the use of its Health Benefit Exchange (HBX) web application, MHBE evaluates applicants’ eligibility for Medicaid, Children’s Health Insurance Program (CHIP), advanced premium tax credits, and other affordability programs designed to reduce costs for households with incomes below 400 percent of the federal poverty level (FPL). In Plan Year 2020, MBHE provided services to over approximately 1.2 million consumers who received Medicaid benefits and 160,000 consumers enrolled in qualified health plans via on-site, electronic application and mobile phone modalities.

MHBE’s financial audit period is the State fiscal year, July 1 to June 30, and does not include a review of comprehensive financial statements, per se. MHBE provides auditors a standalone

financial Statement of Appropriations and Expenditures that provides insight into the Exchange’s accounting and expenditures. MHBE does not have formal, comprehensive financial statements. As a “unit” within the State of Maryland, MHBE’s financial information is included in the State’s CAFR with the most recent version found here: [Maryland Comprehensive Annual Financial Report \(CAFR\) 2019](#). The MD CAFR includes the State’s combined audited financial statements for the State’s fiscal year (July 1 to June 30.) This report is prepared and presented in accordance with GAAP. MHBE is required to append the MD CAFR and its Statement of Appropriations and Expenditures as part of the State-based Marketplace Annual Reporting Tool (SMART) submission.

Other reviewable financial materials include fiscal year end closeout schedules, grant awards, advanced planning documents, accounting records as provided by data draws from the State Accounting System (RSTARS) and monthly financial reports (DAFRS), submitted Medicaid claims, grant drawdowns, physical invoices, journal entries and expense reports, and all relevant policies and procedures (both promulgated by MHBE and the Comptroller of Maryland).

Most materials are retained electronically with hard-copy documents retained onsite at MHBE offices. Given the current state of emergency declared by Governor Hogan, MHBE will assist with obtaining the records needed for a remote review rather than an onsite review at MHBE offices. If materials are not readily available at MHBE Offices, they will be at locations that are within a 50-mile radius of the MHBE Offices.

1.3 Goal of Audit

The Agency’s goals for this financial audit service is:

The independent auditor will conduct the audit utilizing its expertise to determine MHBE’s compliance with 155.1200-1210, Subpart M – Oversight and Program Integrity Standards for State Exchanges and requirements as noted in 45 CFR Part 155, Subparts C, D, E, K, and M.

The Program Integrity Rule Part II (PI Reg), 45 CFR 155.1200(c) requires:

The State Exchange must engage an independent qualified auditing entity which follows generally accepted governmental auditing standards (GAGAS) to perform an annual independent external financial and programmatic audit and must make such information available to HHS [the U.S. Department of Health and Human Services] for review....

Further, the independent external audit must address the following areas:

1. Accurate accounting of MHBE receipts and expenditures in accordance with generally acceptable accounting principles (GAAP). (Compliance with paragraph (a)(1) of 45 CFR 155.1200);
2. Compliance with requirements under 45 CFR Part 155 subpart C (General Functions), subpart D (Eligibility Determinations), subpart E (Enrollment Functions), and subpart K (Certification of Qualified Health Plans);

3. Processes and procedures designed to prevent improper eligibility determinations and enrollment transactions; and
4. Identification of errors that resulted in incorrect eligibility determinations.

The independent external audit is to be conducted in accordance with generally accepted governmental auditing standards (GAAP). The independent audit must also be performed in accordance with the requirements set forth in 45 CFR 155 and the Centers for Medicare and Medicaid Services (CMS) guidance, provided as an attachment in Attachment D. In that MBHE is a State-Based Marketplace (SBM), any regulations related specifically to the federally-facilitated marketplaces are not applicable.

The audit is separated into two distinct components, financial and programmatic, with separately mandated timeframes for each audit report's submission. CMS requires MHBE to submit its independent external financial audit report and corrective action plan no later than April 1 each year. MHBE must submit the audit report and corrective action for the independent external programmatic audit when MHBE submits its State-based Marketplace Annual Reporting Tool (SMART) no later than June 1 of each year. The specific dates when each of these reports is due from the selected Master Contractor are stated in Section 1.5.

As a unit of State government, MHBE does not have separate financial statements from the State. In lieu of an audit of revenue, the Center for Consumer Information and Insurance Oversight (CCIIO) requires MHBE to provide Maryland's most recent Comprehensive Annual Financial Report (CAFR). The Master Contractor will be expected to comply with all current and future CCIIO audit requirements. MHBE will develop an expense statement, which will be the primary focus of the financial audit and requires attestation from the Master Contractor as to the relevance of the audit and its findings.

Outcomes expected include:

- A. A report of audit findings, which should contain the following:
 1. Executive Summary
 - a. Purpose of the audit.
 - b. Scope of the audit, including the program areas and time period covered by the audit.
 - c. Methodology used to conduct the audit to include any quantitative and qualitative tests performed by the auditor and a statement that the audit was conducted in compliance with GAAP audit standards.
 - d. Nature of confidential or sensitive information that may have been omitted.
 - e. General conclusions reached regarding SBM compliance with the financial and programmatic requirements, including compliance with GAAP.
 2. Audit Findings:
 - a. Specific findings from both the financial and programmatic audits, including a summary of compliance or non-compliance with requirements. This will include key findings that require SBM actions or a change/adjustment in SBM practices,

- policies, and procedures.
- b. Each finding should be presented to include the condition, criteria for judgment, cause of the issue, and effect on SBM operations and/or beneficiaries.
- c. Material weaknesses, significant deficiencies, and violations found.
- d. Identification of errors that resulted in incorrect eligibility determinations.
- 3. Recommendations:
 - a. Recommendations for improvements to operating procedures to comply with programmatic and financial requirements.
 - b. Recommendations should be detailed and include benefits of implementing the recommendation.
- 4. Conclusion:
 - a. Confirmation that the auditor has reviewed relevant documentation and that the audit was conducted in compliance with CMS requirements and GAAP
- B. The auditor will provide a separate, written summary of the external audit results which MHBE can utilize on its website to meet the requirement that the results of the external audit be publicly posted. The written summary should be provided to MHBE no later than when the auditor submits the final programmatic report, as indicated in Section 1.5.

1.4 Goals of this audit

Requirements

The Master Contractor will complete the requirements as indicated to meet the Agency's goals through the following objectives:

The financial independent external audit should review:

- Compliance with requirements related to accurate accounting of MHBE receipts and expenditures;
- Internal controls and related financial and accounting policies and procedures, and contracts, including applicable invoices, proposals and payment records;
- MHBE's revenue and expenses are consistent with carrying out required Marketplace functions;
- MHBE's position to continue as a financially viable entity; and,

The programmatic audit period for Plan Year 2020 spans from January 1, 2020 to December 31, 2020. Note that files from the Plan Year 2021 Open Enrollment period, which runs from November 1, 2020 through December 15, 2020, may be included in the programmatic audit.

As part of the programmatic audit, the Master Contractor should address the following areas, as in accordance with the guidance issued by CMS:

- Programmatic requirements addressed under 45 CFR 155 subparts C, D, E, and K
- Oversight and monitoring policies and procedures
- Review of policies and procedures

- Review of staff training materials
- Review of notices to consumers
- Select a sample of eligibility and enrollment files to assess the accuracy of eligibility determination and enrollment processes for the 1) Medicaid and Maryland Children's Health Program population and 2) Qualified Health Plan population.
- Select a sample of Medicaid enrollment files to validate proper processing
- Select sample of invoices to validate expenses are classified correctly
- Review/select a sample of completed Qualified Health Plan (QHP) issuer application forms to ascertain compliance with certification requirements

All sampling should be performed using a randomly selected, statistically valid sample size with a 95% confidence level and 10% confidence interval, or an industry best practice standard approved by the TOM.

1.5 Additional Requirements

In addition to the General Requirements documented in Section 1 of the TORFP and above, the Master Contractor must complete:

To ensure transparency and clear communication, auditors should hold regular meetings with the Chief Compliance Officer, Compliance Audit Manager, and/or their designees to discuss initial findings and observations. The auditor should provide MHBE with the draft financial audit report no later than March 10, 2021. Upon receipt of the draft financial audit report, MHBE will create a detailed corrective action plan (CAP) on how MHBE will address and correct any material weaknesses and significant deficiencies, to include rationale and expected completion timeline.

The draft financial report and MHBE's CAP will be discussed at the financial audit exit meeting, which should be held no later than March 19, 2021. Any changes to the draft report will be discussed, agreed upon and incorporated into the final report, to which MHBE's final CAP will be incorporated or appended. The auditing firm will submit its final financial audit report to MHBE no later than March 26, 2021.

The auditor should provide MHBE with the draft programmatic audit report no later than May 3, 2021. The draft programmatic report and MHBE's CAP will be discussed at the programmatic audit exit meeting, which should be held no later than May 12, 2021. Any changes to the draft report will be discussed, agreed upon, and incorporated into the final report, to which MHBE's final CAP will be incorporated or appended. The auditing firm will submit its final programmatic audit report to MHBE no later than May 24, 2021.

The final report should be completed in Microsoft Word and PDF document.

1.6 Term of Task Order

The term of the task order agreement will begin upon receipt of a fully executed Task Order Agreement in conjunction with an initial Notice-To-Proceed issued by the MARYLAND HEALTH BENEFIT

EXCHANGE. Upon delivery and after State acceptance of the final deliverable, the term of the Task Order Agreement will end **December 31, 2021, with two one-year options.**

1.7 State Facilities Provided

During the Governor's declaration of a State of Emergency, all meetings and data shares will be held via teleconference and electronically, respectively. The State will upload files via the awardee's secure website or send documents containing personally identifiable information securely via encrypted email. If the declaration of the State of Emergency is lifted, the State will provide an area with a table to perform audit work, visitor access to WiFi, a telephone, lights, and temporary access card to the office suite at MHBE's offices.

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General TOP Requirements

The TORFP and any subsequent TOA are fully subject to the ASC Master Contract's terms and conditions, which are generally not repeated herein except for clarification. The requirements noted in this Section are general TORFP requirements. See also Section 1, Contractor Requirements: Scope of Work

1.8 Task Order Manager (TOM)

The assigned TOM to assure compliance with the TOA is: Caterina Pangilinan, Chief Compliance Officer, 410-547-1838, and caterina.pangilinan@maryland.gov. After TOA award, the TOM is the focal point for all correspondence and discussions with the contractor concerning technical directions and issues, and all technical direction that provides specific details and milestones. All deliverables must be submitted to and through the TOM. The TOM acknowledges receipt of the deliverables, but this does not constitute approval for the deliverables. Approval for acceptance of the deliverables shall only be through the TOM. For any deliverable that does not receive acceptance, the TOM will provide written notification of what is required to complete the deliverable to the State's satisfaction. The TOA Contractor must correct the deliverable to the State TOM's satisfaction and resubmit the deliverable for review and approval. Any deviation from this will result in the TOA Contractor performing at risk of non-payment for any unapproved services. Any change to this TOM position will be communicated in writing.

1.9 Reporting and Presentations under the ASC for the TORFP

For specific reports and presentations required by the TORFP noted in Section 2, and any subsequent TOA, at a minimum each time a report is required as a deliverable, the following procedure will be followed and accounted for in the Master Contractor's Work Plan. Unless directed otherwise by the TOM at the Kick-Off meeting, the TOA Contractor shall prepare the documents in Microsoft products such as MS Word, MS Excel, MS PowerPoint, etc.:

- 1.9.1 **Draft Reports.** The TOA Contractor shall prepare and present as requested a written Draft Report(s) that includes as applicable, findings, conclusions, anomalies (such as questioned costs, etc.) and recommendation(s). The State agency is especially interested in those recommendations that will improve their records and internal controls for themselves and each applicable stakeholder as directed by the TORFP.
- 1.9.2 **Final Reports.** The Draft Report(s) shall reference and include all backup materials. The Draft Report(s) must be provided and presented to the TOM. Unless required otherwise by the SOW, the TOA Contractor must plan within their Work Plan to incorporate the TOM's recommended edits into a Final Report (for each contract) due within ten (10) working days of the delivery and presentation to the TOM of the Draft Report(s).
- 1.9.3 **Summary Report.** The TOA Contractor shall provide a Summary Report that summarizes the Final Report(s) in an Executive Summary that includes summaries for each category for: Findings, Conclusions, Anomalies, and Recommendations.
- 1.9.4 **Presentations.** After delivery of the Final Report(s) and the Summary Report, the TOA Contractor shall support up to eight presentations to stakeholders and/or management entities as directed by the TOM, and at times and places as

approved by the TOM. Support includes the written determination, presentation materials, media (hardware and software), and staff. See the specific requirements within Section 2 as it may alter the number and times presentations are required.

1.10 Auditing Standards

The TOA Contractor shall conduct the audit using generally accepted auditing standards and accordingly, include such tests of the accounting records and such other auditing procedures as are considered necessary, and documenting the standards utilized in their reports.

1.11 Detailed Work Plan

1.11.1 As a general guideline, the Master Contractor as the TOA Contractor will accomplish the work under the TORFP/TOA in the following phases:

- Phase I: Kick-Off Meeting and Finalize the Detailed Work Plan
- Phase II: Execution of the Final Detailed Work Plan Finalized in Phase I
- Phase III: Draft Reports
- Phase IV: Final Reports and Summary Report
- Phase V: Presentations

1.11.2 The Detailed Work Plan must give a detailed description of the planned audit activities and a description of the audit approach/methodology for conducting reviews and for testing. The Detailed Work Plan is based upon the successful TOA Contractor's proposed TOP solution that will be utilized as the Draft Work Plan.

1.11.3 The Draft and Final Detailed Work Plans must include the schedule of audits to be performed and estimate task hours of effort. The price in-total for all work effort shall not exceed the total Not-To-Exceed price in the TOA contractor's approved Task Order Proposal. Hours utilized must be aligned by the approved Labor Categories as proposed, unless a variation in the use of the hours has received prior approval from the TOM. However, even with a variation in the use of hours, the price shall not exceed the total price approved for the Task Order Agreement.

1.11.4 The Final Detailed Work Plan is a living document and the TOA Contractor has the responsibility to keep it up-to-date. All requested changes must have prior approval in writing from the TOM before their incorporation.

1.12 Kick-Off Meeting and Final Detailed Work Plan

1.12.1 The TOA Contractor shall attend and support the initial Kick-Off Meeting that is to be held (unless there is prior approval for another time by the TOM) within approximately 15 working days after TOA Award and the initial Notice To Proceed. The TOA Contractor will provide the Draft Work Plan at the initial Kick-Off Meeting for discussion and input.

1.12.2 The Final Detailed Work Plan shall actually be a summary plan that is made up of individual components specific to the audit services work as required by

Section 2. The Final Detailed Work Plan and its components must demonstrate the timeline, resources, and effort for completing each audit, the Draft Reports, Final Reports, and any presentations. The timeline and resources must acknowledge access to the State's resources as well. Unless pre-approved otherwise by the TOM in writing, the Final Detailed Work Plan is due within 5 working days of the Kick-Off Meeting.

- 1.12.3 During Phase II execution, periodic meetings will be held with the TOM or a designee in order to notify the Agency of any issues, concerns, or problems encountered. The initial schedule of these meetings and timing/format of status reports will be established at the initial Kick-Off Meeting. Although the TOM directs the timing and format of the status meetings, it is anticipated that initial meetings between the State TOM/team and the TOA Contractor will be approximately weekly.

1.13 Written Progress/Status Reports

The TOA Contractor is responsible for preparing written progress/status reports. The format and content of the weekly reports will be established at the initial Kick-Off Meeting.

1.14 Not-To-Exceed Ceiling Amount

The TOA will establish an NTE ceiling dollar amount. The TOA Contractor must monitor invoiced amounts under the TOA. When a TOA is projected to reach 75% and 90% of the NTE ceiling dollar amount while performing a TOA, the TOA Contractor shall give notice to the TOM and the DGS Contract Manager that the TOA has reached or is projected to reach the 75% and 95% levels respectively. Each notice will also include an analysis of the TOA Contractor's ability to complete the project within the NTE ceiling amount. If the analysis concludes that the project cannot be completed within the NTE ceiling amount, the rationale for this conclusion must be provided, along with a projection of the amount that would be needed to complete the project. However, providing such a projection shall not obligate the State to change the NTE ceiling dollar amount. If a TOA Contractor reaches the TOA's NTE ceiling dollar amount, the TOA Contractor must stop performing any services for which it would seek payment beyond the NTE ceiling dollar amount. See again **ASC Master Contract RFP No. 001B0600234 Section 2.4** for additional information.

1.15 Staffing

As with all Master Contracts and subsequent TOA requirements, staffing by the Master Contractor is governed by the ASC Master Contract. This includes its own staffing and those staff utilized through subcontractors.

- 1.15.1 The Master Contractor shall communicate with and manage its commitments to its subcontractor(s) and the State. See also **ASC Master Contract RFP No. 001B0600234 Section 4.24, Prompt Payment Policy.**
- 1.15.2 For any subcontractors proposed on a TOA, the Master Contractor shall provide documentation upon the State's request of the written, signed and dated commitment between the Master Contractor and the subcontractor, and the specific agreed for scope of work and commitment. The commitment must be in-place before the Master Contractor uses such subcontractor in a TOP. If at any point during the TORFP/TOP process that the Master Contractor becomes

aware of a subcontractor's inability to perform the services as committed to and indicated in its TOP, the Master Contractor shall promptly document this in writing to the DGS Contract Manager. As this may affect the Master Contractor's ability to complete the applicable TOA, or receive a subsequent applicable TOA award, the DGS Contract Manager will provide written direction on any further process required to remedy the issue.

- 1.15.3 In response to each TORFP, the Master Contractor shall propose staff that is available at the time of the Master Contractor's TOP for the time period specified in the applicable TORFP. The staff that is proposed by the Master Contractor shall be the staff utilized if awarded the TOA. From the date that a TOP is received by the DGS Contract Manager (or designee), any subsequent changes to personnel requested by the Master Contractor must be done per the procedures outlined in the **ASC Master Contract RFP No. 001B0600234 Section 3.11, Substitution of Personnel.**
- 1.15.4 On a monthly basis, even if there is zero work effort performed or zero invoicing, the Master Contractor will give status reports for the prior month's activity per the TOA requirements until final deliverables and invoicing have been accepted and reported. In addition, the Master Contractor and their MBE subcontractor(s) must provide the TOM respectively, MBE D-4A and/or D-4B forms for Master Contractor activity and MBE form D-5 directly from the MBE subcontractor to the TOM for their activity. Further, the Master Contractor and their VSBE subcontractor(s) must provide the TOM respectively, VSBE E-3 form for Master Contractor activity and VSBE E-4A directly from the VSBE subcontractor to the TOM for their activity.

1.16 Terms and Conditions

- 1.16.1 The Master Contract terms and conditions are fully applicable to this TORFP and are not usually repeated within the TORFP except for clarification. Please refer to the Master Contract's RFP for details.
- 1.16.2 The sole contact for the ASC Master Contractors at release of the TORFP and until after Task Order Agreement (TOA) award is the DGS Contract Manager (See TORFP Key Information Summary Sheet.) During the term of the TOA Award, the Agency TOM is the point of contact (see Scope of Work).

1.17 Master Contractor's Invoicing and Invoicing Report(s)

- 1.17.1 Invoices with applicable backup documentation are due to the TOM no later than the 10th of the calendar month for the proceeding month's expended Task Order Agreement activity, unless there is a prior written approval by the TOM for another submission date for the specific month. For example, for the month of May 1 through May 31, 2020, all invoicing, MBE reports, and any monthly status reports as requested by the TOM are due to be submitted no later than June 10, 2020. Invoices shall be only for actual time worked during the reporting period.
- 1.17.2 Invoices shall include but not be limited to the following information:

- Name and address of the TOA's applicable State agency;
- Contractor's name, remittance address, and federal taxpayer identification;
- Invoice Period, Date, and Number;
- Total Amount Due; and
- Master Contractor's BPO Number/User agency's PO number(s).

1.17.3 The Total Amount Due for a TOA's invoice will be derived from the information detailed on the invoice. Invoices submitted without the required backup information will not be approved or processed for payment until the TOA Contractor provides the required information. Information required to be included:

- The Labor Categories being billed and each applicable personnel's name; and
- The personnel's total hours for the month and his/her applicable Hourly Rate.

1.17.4 For each invoice, the Contractor shall provide documentation that all the direct hours invoiced for its employees and subcontractors have actually been expended as documented, totally and productively, in the performance of the TOA. The employee time sheets or electronic time keeping records shall be certified by the Contractor to be the actual time worked by the employees and its subcontractors. The Master Contractor shall provide the invoice and its applicable documentation to the applicable TOM.

1.17.5 After the first invoice, subsequent invoices should document cumulative hours worked by Labor Category and cumulative dollars involved in order to coincide with the information reported on the NTE.

1.17.6 If Non-Routine Travel is approved in the TORFP/TOA, the Non-Routine Travel must be billed by the Contractor on a separate line item from the Labor Hours being invoiced. The TOA Contractor shall provide a separate line item, or separate invoice for any State agency that requests a separate invoice for invoiced travel due to its accounting practices.

1.17.7 Only expended direct hours and expended dollars for Non-Routine Travel may be invoiced and may not exceed those applicable NTE prices as indicated in the TOA. Any unexpended dollars for labor or Non-Routine Travel at the conclusion of the TOA are not invoiced and are considered forfeited.

1.18 Travel

The TOM shall determine the applicability of Routine Travel versus Non-Routine Travel for a particular TOA, if it was originally a requirement of the TORFP. See the Key Information Summary Sheet for travel requirements.

1.19 DGS Contract Management

The TOM manages the day-to-day operations of the TOA. However, neither the TOA Master Contractor nor the agency TOM is authorized to make contractual changes to the TOA regarding over all period of

performance, scope, labor categories, the Not-To-Exceed pricing, or MBE. Any questions concerning these types of issues must be addressed to the DGS Contract Manager.

1.20 Security

- 1.20.1 **Security Regarding Contractor-owned Computer Equipment.** The TOA Contractor shall not connect any of its own equipment to an agency's and State agent's LAN/WAN without prior written approval by the State. The State will provide equipment as necessary for support that entails connection to the State LAN/WAN, or give prior written approval as necessary for connection.
- 1.20.2 The TOA Contractor shall provide and fill-out any necessary paperwork for security access to sign on at the State's site if access is needed to the State's LAN/WAN, as directed and coordinated with the State's IT personnel through and by the TOM.
- 1.20.3 At all times at any facility, the TOA Contractor's personnel shall ensure cooperation with State site requirements which include: being prepared to be escorted at all times, any specific security for that particular site, and providing information for badging and wearing the badge in a visual location at all times.

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2 Procurement Instructions

2.1 Pre-TOP Virtual Conference

- 2.1.1 A pre-TOP Virtual Conference (Conference) will be held at the date and time as indicated on the Key Information Summary Sheet. **Participation in the Conference shall be permitted upon receipt of an email and meeting invitation from the Procurement Officer only.**
- 2.1.2 Participation in the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their TOP.
- 2.1.3 Following the Conference, the **participation/sign-in record (consisting of the list of all calendar invitees) and summary of the** Conference will be distributed via the same mechanism described for amendments and questions (see **ASC Master Contract RFP No. 001B0600234 Section 4.2.1 eMMA**).
- 2.1.4 In order to participate in the Conference, all interested parties shall e-mail the Pre-Proposal Virtual Conference Response Form (**Attachment A**) to the Procurement Officer no later than two (2) Business Days prior to the Conference date.

If there is a need for closed captioning or other special accommodations due to a disability, please notify the Procurement Officer at least twenty-four (24) hours prior to the Conference date. The Department will make a reasonable effort to provide such special accommodation.

2.2 eMaryland Marketplace Advantage (eMMA)

- 2.2.1 eMMA is the electronic commerce system for the State of Maryland. Release of the TORFP, Conference summary and attendance sheet, Master Contractor's questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available solely via eMMA.

2.3 Questions

- 2.3.1 All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title BPM021914 - MHBE External Audit Services, and shall be submitted in writing via e-mail to the Procurement Officer : at least five (5) days prior to the TOP due date and time as specified on the Key Information Summary Sheet. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the TOP due date.
- 2.3.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for TOP amendments.
- 2.3.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the MHBE unless it issues an amendment in writing via eMMA.

2.4 Procurement Method

A task order agreement will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

2.5 TOP Due (Closing) Date and Time

- 2.5.1 TOP, in the number and form set forth in **Section 4 Technical and Financial Format and Submission Requirements**, must be received by the Procurement Officer no later than the TOP due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 2.5.2 Requests for extension of this date or time shall not be granted.
- 2.5.3 Master Contractors submitting TOP should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, TOP received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 2.5.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 2.5.5 TOP may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of TOP.
- 2.5.6 TOP may not be submitted by e-mail or facsimile.
- 2.5.7 Master Contractors not responding to this solicitation are requested to submit the **“No Bid Notice/Vendor Feedback” form**, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

2.6 Public Information Act Notice

- 2.6.1 The Master Contractor should give specific attention to the clear identification of those portions of its TOP that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4. This information should be identified by page number and placed in the Transmittal Letter with the Bid.
- 2.6.2 For requests for information made under the PIA, the Procurement Officer shall examine the TOP to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

2.7 Award Basis

- 2.7.1 A Task Order shall be awarded to the responsible Master Contractor submitting the TOP that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this TORFP (see COMAR

21.05.03.03F), for providing the goods and services as specified in this TORFP. See TORFP Section 5 for further award information.

- 2.7.2 Award of this TOA will not be final and complete until after: (1) the Master Contractor submits complete and satisfactory documentation required under the TOA and/or documentation required by the Procurement Officer; and (2) the TOA is signed by the Department following any required approvals of the TOA, including approval by the Board of Public Works, if such approval is required.

2.8 Oral Presentation

Master Contractors may be required to make virtual oral presentations to State representatives via. Virtual oral presentations are considered part of the Technical TOP. Master Contractors must confirm in writing any substantive oral clarification of, or change in, their TOP made in the course of discussions. Any such written clarifications or changes then become part of the Master Contractor's TOP. The Procurement Officer will notify Master Contractors of the date and time of virtual oral presentations via email and calendar invitation. The Procurement Officer will also provide Master Contractors with an opportunity to "test" the virtual environment by sending a one (1) hour "practice" calendar invite within two (2) Business Days of the Master Contractors oral presentation date.

2.9 Duration of TOP

TOP submitted in response to this TORFP are irrevocable for the latest of the following: 120 days following the TORFP due date and time, best and final offers if requested, or the date any protest concerning this TORFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Master Contractor's written agreement.

2.10 Revisions to the TORFP

- 2.10.1 If the TORFP is revised before the due date for TOP, the MHBE shall post any addenda to the TOP on eMMA. It remains the responsibility of all Master Contractors to check eMMA for any addenda issued prior to the submission of TOP.
- 2.10.2 Master Contractors shall acknowledge the receipt of all addenda to this TORFP issued before the TOP due date via email to the Procurement Officer.
- 2.10.3 Failure to acknowledge receipt of an addendum does not relieve the Master Contractor from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the TOP to be deemed not responsive.

2.11 Cancellations

- 2.11.1 The State reserves the right to cancel this TORFP, accept or reject any and all TOP, in whole or in part, received in response to this TORFP and to waive or permit the cure of minor irregularities.

2.12 Incurred Expenses

The State will not be responsible for any costs incurred by any Master Contractor in preparing and submitting a TOP or performing any other activities related to submitting a TOP in response to this solicitation.

2.13 Protest/Disputes

Any protest or dispute related to this solicitation or the TOA award shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

2.14 False Statements

Master Contractors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

2.14.1 In connection with a procurement contract a person may not willfully:

2.14.1.1 Falsify, conceal, or suppress a material fact by any scheme or device.

2.14.1.2 Make a false or fraudulent statement or representation of a material fact.

2.14.1.3 Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

2.14.2 A person may not aid or conspire with another person to commit an act under Section 3.14.1.

2.14.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

2.15 MBE Participation Goal

2.15.1 Establishment of Goal and Subgoals

The MBE goal for this Audit TORFP is **10%**. Each Master Contractor responding to this TORFP must complete and submit the MBE forms as described below.

A Master Contractor that does not commit to meeting the entire MBE participation goal outlined in this Section 3.15 must submit a request for waiver with its TOP submission that is supported by good faith efforts documentation to meet the MBE goal made prior to submission of its TOP as outlined in Attachment D-1B, Waiver Guidance. Failure of a Master Contractor to properly complete, sign, and submit Attachment D-1A at the time it submits its TOP(s) to the TORFP will result in the State's rejection of the Master Contractor's TOP for the applicable Service Category. This failure is not curable.

2.15.2 Attachments.

2.15.2.1 D-1 to D-5 – The following Minority Business Enterprise participation instructions, and forms are provided to assist Master Contractors:

1. Attachment D-1AMBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must be submitted with Bid)
2. Attachment D-1B Waiver Guidance
3. Attachment D-1C Good Faith Efforts Documentation to Support Waiver Request
4. Attachment D-2 Outreach Efforts Compliance Statement
5. Attachment D-3AMBE Subcontractor Project Participation Certification
6. Attachment D-3BMBE Prime Project Participation Certification
7. Attachment D-4A Prime Contractor Paid/Unpaid MBE Invoice Report
8. Attachment D-4BMBE Prime Contractor Report
9. Attachment D-5 Subcontractor Paid/Unpaid MBE Invoice Report

The Master Contractor shall include with its TOP a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:

1. The Master Contractor acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
2. The Master Contractor responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of TOP submission. The Master Contractor shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
3. The Master Contractor requesting a waiver should review **Attachment D-1B** (Waiver Guidance) and **D-1C** (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

If the Master Contractor fails to submit a completed Attachment D-1A with the TOP as required, the Procurement Officer shall determine that the TOP is not responsive.

2.15.3 Master Contractors are responsible for verifying that each MBE (including any MBE prime and MBE prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in **Attachment D-1A** is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

2.15.4 If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee

must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.

- 2.15.5 **If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for award of the task order. If the task order has already been awarded, the award is voidable.**
- 2.15.6 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.maryland.gov/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**
- 2.15.7 The Master Contractor that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**) and all documentation within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.
- 2.15.8 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment D-1A**), completed and submitted by the Master Contractor in connection with its certified MBE participation commitment shall be considered a part of the task order and are hereby expressly incorporated into the task order by reference thereto. All of the referenced documents will be considered a part of the TOP for order of precedence purposes (see Master Contract – **Attachment M, Section 2.1**).
- 2.15.9 The Master Contractor is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Task Order Agreement – **Attachment M, Liquidated Damages for MBE, section 39**).
- 2.15.10 As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.

In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (**Attachment D-1A**) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors [see Section 4B of the MBE Participation Schedule (**Attachment D-1A**)] used to meet those goals. If dually-certified, the MBE prime can be

designated as only one of the MBE subgoal classifications but can self-perform up to 100% of the stated subgoal.

As set forth in COMAR 21.11.03.12-1, once the Task Order work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Refer to MBE forms (**Attachment D**) for additional information.

2.16 VSBE Goal

2.16.1 Purpose

2.16.1.1 The Master Contractor shall structure its procedures for the performance of the work required in the Contract to attempt to achieve the VSBE participation goal stated in this solicitation. VSBE performance must be in accordance with this section and **Attachment E**, as authorized by COMAR 21.11.13. The Master Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and **Attachment E**.

2.16.1.2 Veteran-Owned Small Business Enterprises must be verified by the Office of Small and Disadvantaged Business Utilization (OSDBU) of the United States Department of Veterans Affairs. The listing of verified VSBEs may be found at <http://www.va.gov/osdbu>.

2.16.2 VSBE Goal

2.16.2.1 The VSBE goal for this Audit TORFP is **5%**.

2.16.2.2 By submitting a response to this solicitation, the Master Contractor agrees that this percentage of the total dollar amount of the task order will be performed by verified veteran-owned small business enterprises.

2.16.3 Solicitation and Contract Formation

2.16.3.1 In accordance with COMAR 21.11.13.05 C (1), this TORFP requires Master Contractors to:

- 1) Identify specific work categories within the scope of the procurement appropriate for subcontracting;
- 2) Solicit VSBEs before TOP are due, describing the identified work categories and providing instructions on how to bid on the subcontracts;
- 3) Attempt to make personal contact with the VSBEs solicited and to document these attempts;
- 4) Assist VSBEs to fulfill, or to seek waiver of, bonding requirements; and

- 5) Attempt to attend pre-TOP or other meetings the procurement agency schedules to publicize contracting opportunities to VSBEs.

2.16.3.2 The Master Contractor must include with its TOP a completed VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule (**Attachment E-1**) whereby the Master Contractor:

- 1) Acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If the Master Contractor commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal; and
- 2) Responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of VSBEs at the time of TOP submission. The Master Contractor shall specify the percentage of contract value associated with each VSBE prime/subcontractor identified on the VSBE Participation Schedule.

2.16.3.3 Identify specific work categories within the scope of the procurement appropriate for As set forth in COMAR 21.11.13.05.B(2), when a verified VSBE firm participates on a task order as a Prime Contractor, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the VSBE Prime Contractor performs with its own work force towards meeting up to one hundred percent (100%) of the VSBE goal.

2.16.3.4 In order to receive credit for self-performance, a VSBE Prime must list its firm in the VSBE Prime/Subcontractor Participation Schedule (**Attachment E-1**) and include information regarding the work it will self-perform. For any remaining portion of the VSBE goal that is not to be performed by the VSBE Prime, the VSBE Prime must also identify verified VSBE subcontractors used to meet the remainder of the goal.

2.16.3.5 **If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible.**

2.17 Living Wage Requirements

- 2.17.1 Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it

paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.

- 2.17.2 If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.
- 2.17.3 Additional information regarding the State's living wage requirement is contained in Attachment F. Master Contractors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (Attachment F-1) with their TOP. If the Master Contractor fails to complete and submit the required documentation, the State may determine the Master Contractor to not be responsible under State law.
- 2.17.4 Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State.
 - 1) The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, the Contract will be determined to be a Tier (enter "1" or "2," depending on where the majority of the service recipients are located) Contract.
 - 2) The task order will be determined to be a Tier 1 task order or a Tier 2 task order depending on the location(s) from which the Contractor provides 50% or more of the services. The Master Contractor must identify in its TOP the location(s) from which services will be provided, including the location(s) from which 50% or more of the services will be provided.
 - 3) If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the task order will be Tier 1.
 - 4) If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the task order will be Tier 2.
 - 5) If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.

- 6) The Master Contractor shall identify in the TOP the location from which services will be provided.

NOTE: Whereas the Living Wage may change annually, the task order price will not change because of a Living Wage change. The Contractor shall be responsible for any wage/rate increase during the term of the task order and such increase may not be passed on to the State.

2.18 Federal Funding Acknowledgement

This task order does not contain federal funds.

- 2.18.1 There are programmatic conditions that apply to the task order due to federal funding (see **Attachment G**).
- 2.18.2 The total amount of federal funds allocated for the Maryland Health Benefit Exchange is \$42.1M in Maryland State fiscal year 2021. This represents 77.8% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
- 2.18.3 The task order contains federal funds. The source of these federal funds is: US Department of Health and Human Services. The CFDA number is: 93.778. The conditions that apply to all federal funds awarded by the MHBE are contained in Federal Funds **Attachment G**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment G** and Master Contractors are to complete and submit these Attachments with their TOP as instructed in the Attachments. Acceptance of this agreement indicates the Master Contractor's intent to comply with all conditions, which are part of the task order.

2.19 Conflict of Interest Affidavit and Disclosure

- 2.19.1 The Master Contractor shall complete and sign the Conflict-of-Interest Affidavit and Disclosure (**Attachment H**) and submit it with its TOP.
- 2.19.2 By submitting a Conflict-of-Interest Affidavit and Disclosure, the Master Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- 2.19.3 Additionally, a Master Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under this Task Order. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 2.19.4 Participation in Drafting of Specifications: Disqualifying Event: Master Contractors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that "an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to

an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Bidder submitting a Bid in violation of this provision shall be classified as “not responsible.”

2.20 Non-Disclosure Agreement

2.20.1 Non-Disclosure Agreement (Master Contractor)

Certain documentation may be available for Master Contractors to review electronically. Master Contractors who review such documentation will be required to sign a Non-Disclosure Agreement (Master Contractor) in the form of **Appendix 1 Master Contractor NDA Attachment Number**. Non-Disclosure Agreement (Contractor)

All Master Contractors are advised that this solicitation and any task order are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the TOP.

2.21 HIPAA - Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement

2.22 Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

2.23 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

2.24 TO Proposal Affidavit

A Proposal submitted by the Offeror must be accompanied by a completed TO Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP.

2.25 TO Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a TO Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment N** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section “B” of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

2.26 Small Business Reserve (SBR) Procurement

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

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3 Technical and Financial Format and Submission Requirements

3.1 General

Each Master Contractor shall prepare its Technical and Financial TOP responses as outlined in this section.

- 3.1.1 Each Master Contractor receiving this Audit Services TORFP must submit within the Audit TORFP designated submission time as stated in the Key Information Summary Sheet with either a TOP for both Technical and Financial, or a completed form “Audit Services Contract Master Contractor Comments for Not Submitting a Task Order Proposal.”
- 3.1.2 The due date for submitting a TOP for this Audit Services TORFP is documented on the Key Information Summary Sheet. Local time will be established as provided by the Department of General Services’ Web system time stamp. The Contract Manager will not accept submissions after this date and time. The TOP is to be submitted through eMMA. The file name in your TOP submission shall state the Master Contractor Firm’s Name and the TORFP’s complete labeled number. For example, if John Smith Company were submitting a technical file:

Example: **John Smith-Tech-ASC-2020-08-001(MPT)**

- 3.1.3 The TOPs must be submitted in two (2) separate files using either Adobe Acrobat files or a combination of Microsoft software files. Example: MS Word or Excel.
 - 3.1.3.1 The first file will be the TOP **Technical** response to this Audit Services TORFP and titled *Master Contractor Firm’s Shortened Name-Tech-ASC-202X-XX-XXX(XXX)in either Microsoft Word (.docx) or Adobe Acrobat (.pdf).*
 - 3.1.3.2 The second file will be the TOP **Financial** response to this Audit Services TORFP and titled *Master Contractor Firm’s Shortened Name-FINLASC-202X-XX-XXX(XXX) in Microsoft Excel (.xlsx).*
 - 3.1.3.3 The third file will be the TOP Technical response as a searchable Adobe copy of the TOP Technical, with confidential and proprietary information redacted (see Section 3.6).
 - 3.1.3.4 The fourth file will be the TOP Financial response as a searchable Adobe copy of the TOP Financial, with confidential and proprietary information redacted (see Section 3.6).

3.2 Format for Technical TOP

The Master Contractor’s **Technical** TOP will be submitted in the following order.

3.2.1 The Master Contractor is to provide a Table of Contents and prepare and submit the TOP electronically via eMMA in the following order with appropriately labeled sections. Items A through I are mandatory submissions for the Technical TOP. Items J, K, and L are required submissions for the Technical TOP only if the item in the table is marked for submission in Section 5.2.2. A completed Attachment B – ASC Financial TOP Form from this TORFP is mandatory for the Financial TOP submission:

Technical TOP

- A Table of Contents
- B Master Contractor’s Executive Summary
- C Work Plan: *A concise summary of the Master Contractor’s abilities, services, and management of the TORFP that incorporates all the TORFP requirements. Also any pertinent information the Master Contractor seeks to document to the User Agency*
- D TORFP Labor Category Summary Sheet (*Remember to attach resumes*)
- E Corporate and Staff Experience and Capabilities, plus References and Information for State Contracts
- F Minority Business Enterprise (MBE) Participation
- G Veteran-Owned Small Business Enterprise (VSBE) Participation
- H Conflict of Interest Affidavit
- I Affidavit of Agreement Maryland Living Wage Requirements – Service Contracts
- J Economic Benefits
- K Non-Disclosure Agreement
- L HIPAA Business Associate Agreement
- M Federal Funding
- N Department of Human Services (DHS) Hiring Agreement
- O Location of the Performance of Services Disclosure

Financial TOP

Attachment B – ASC Financial TOP Form (see separate Excel worksheet)

3.2.2 **Summary of Required Attachments:** Master Contractors, in addition to the TORFP, will need to review, complete, and submit the following forms that are check marked [√]. Ensure that your TOP addresses each of the prescribed areas as part of Your Work Plan.

FOR TECHNICAL TOP SUBMISSION:		
	FORMS	NOTES
√	NEEA	Required
√	A TOP’s Labor Category Summary Sheet (D)	Always Required
√ and	MBE Participation Forms and Instructions (F) https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Attachment-DMBE-Forms-1.pdf	Always Required Unless TORFP MBE Participation Goal is Zero
√	VSBE Participation Forms and Instructions (G)	Always Required Unless TORFP VSBE Participation Goal is Zero

	https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment E-VSBEForms.pdf	
√	Conflict of Interest Affidavit and Disclosure and any subcontractor (H) https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Attachment H-Conflict-of-InterestAffidavit.pdf	Always Required
√	Affidavit of Agreement Maryland Living Wage Requirements: Instructions and Affidavit (I) https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment F-LivingWageAffidavit.pdf	Always Required
√	Economic Benefits Information for TOP (J)	Always Required
	Non-Disclosure Agreement for Master Contractor and any subcontractor (K) https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment -I-Non-DisclosureAgreementContractor.pdf	
	HIPAA Business Associate Agreement for Master Contractor and any subcontractor (L) https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment -J-HIPAABusinessAssociateAgreement.pdf	
√	Federal Funding Acknowledgement for Master Contractor (M) https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment G-FederalFundsAttachment.pdf	Required for TOAs valued at \$100K or more using federal funds
	DHS Hiring Agreement for Master Contractor (N) https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment -O-DHSHiringAgreement.pdf	
See	Location of the Performance of Services Disclosure for Master Contractor (O) https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment -L-PerformanceofServicesDisclosure.pdf	Required for TOAs valued at \$2M or greater
√	The Master Contract's Summary of Approved Labor Categories and Minimum Requirements – Labor Category Table (4 pages) (See Appendix #3)	Always Required for correlation to the Labor Category Summary
√	Master Contractor Comments if No TOP is Submitted	Always Required if <u>NO</u> TOP is submitted

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FOR FINANCIAL TOP SUBMISSION:		
√	Attachment B – ASC Financial TOP Form (See separate MS Excel Worksheet)	Always Required

3.3 Technical Submission

If a Master Contractor elects to submit a TOP, the Master Contractor shall do so in conformance with the requirements of this Audit Services TORFP. In order to provide a “technically sufficient” TOP, the Master Contractor must submit a technical portion for each for the following in this Subsection 4.3 that meets the requirements noted. **See also TOP format requirements in Section 4.2:**

- 3.3.1 Provide a Table of Contents
- 3.3.2 Provide a concise Master Contractor’s Executive Summary
- 3.3.3 Proposed Services – Work Plans
 - 3.3.3.1 The proposed work plan shall provide a detailed discussion of capabilities and approach to address this TORFP’s requirements outlined in Section 3, General TOP Requirements and Section 1, Scope of Work. All tables must be totaled.
 - 3.3.3.2 The proposed work plan shall include estimated task hours of effort, dates, time schedules, and assigned personnel by labor class by Contract Year. See Section 4.3.4, Labor Category Summary Sheet For Proposed Personnel below.
 - 3.3.3.3 Non-Routine Travel: If Non-routine travel is applicable per the information in the Key Information Summary Sheet, and if the Master Contractor chooses to propose labor hours specific to Non-Routine Travel (beyond the identified 50-mile radius of the Agency site) in addition to cost reimbursement for mileage, the Work Plan must identify and incorporate any such labor hours by Labor Classification. (See the **ASC Master Contract RFP, Section 2.7 (Travel)**) Also see requirements for proposing regarding Non-Routine Travel below in Section 4.3.4, Labor Category Summary Sheet.

The total number of hours shall equate to the total hours noted in the Attachment F – Price Proposal by Labor Classification by Contract Year. Only hours may be shown in the Technical Proposal.

- 3.3.3.4 Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.
- 3.3.3.5 Describe the methodology for managing proposed estimates of hours and costs on an ongoing basis.
- 3.3.3.6 Proposed facility: Identify contractor facilities including address from which any work will be performed.
- 3.3.3.7 State assistance: Provide an estimate of expectation concerning participation by the State agency's team and/or information that the Master Contractor requires from the State agency team.
- 3.3.3.8 Include known reporting deliverables as described by the SOW and the Master Contract requirements. See Section 3.15, MBE Participation Goal.

3.3.4 Labor Category Summary Sheet For Proposed Personnel

- 3.3.4.1 As a summary and part of its work plan, the Master Contractor must complete the form "A TOP's Labor Category Summary Sheet." Attach a resume of each proposed personnel.
- 3.3.4.2 As backup to the summary and work plan, provide the total number of personnel by labor class and total estimated hours of effort by labor class for all staff to include subcontractors.
- 3.3.4.3 Non-routine travel **is not** applicable to this TORFP.
- 3.3.4.4 Subcontractors: Identify all proposed subcontractors, including MBEs and VSBEs, and their full roles in the performance of this TOA.

3.3.5 Corporate and Staff Experience and Capabilities

- 3.3.5.1 Provide information on past experience with similar projects.
- 3.3.5.2 Provide specific references to include:

- Name of organization
- Name, title, and telephone number of point-of-contact for the reference
- Contract type and period of performance of contract(s) supporting the reference
- The services provided, scope of the contract, performance objectives satisfied, and improvements made for the client (e.g., reduction in operation/maintenance costs while maintaining or improving current performance levels)
- Whether the Master Contractor is still providing these services and if not, an explanation of why it is no longer providing the services to the client organization

3.3.6 References and Information for State Contracts

As part of its offer (and separate from the references to be listed for 4.3.5.2 above), each Master Contractor is to provide a list of all of its Master Contractor's contracts with any entity of the State of Maryland that is currently performing or which have been completed within the last five years. For each identified contract, the Master Contractor is to provide:

- The State contracting entity
- A brief description of the services/goods provided
- The dollar value of the contract
- The term of the contract
- The State employee contact person (name, title, telephone number, and email address)
- Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was/was not exercised

Information obtained regarding the Master Contractor's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the TORFP.

If the Master Contractor has no open or past contract experience with the State of Maryland, so state.

3.3.7 Economic Benefit Factors

The Master Contractor shall submit with its TOP a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of the task order. TOP will be evaluated to assess the benefit to Maryland's economy specifically offered. The economic benefit offered should be consistent with the Master Contractor's Total Proposal Price from **Attachment F**, the Financial TOP Form. See COMAR 21.05.03.03A (3).

- 1) TOPs that identify specific benefits as being contractually enforceable commitments will be rated more favorably than TOP that do not identify specific benefits as contractual commitments, all other factors being equal.
- 2) Master Contractors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the task order term.
- 3) As applicable, for the full duration of the task order, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.
- 4) In responding to this section, the following do not generally constitute economic benefits to be derived from the task order:
 - a) generic statements that the State will benefit from the Master Contractor's superior performance under the task order;
 - b) descriptions of the number of Master Contractor employees located in Maryland other than those that will be performing work under the task order; or

- c) tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the task order.
- 5) Discussion of Maryland-based employees or locations may be appropriate if the Master Contractor makes some projection or guarantee of increased or retained presence based upon being awarded the task order.
- 6) Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:
 - a) The task order dollars to be recycled into Maryland's economy in support of the task order, through the use of Maryland subcontractors, suppliers, and joint venture partners. **Do not include actual fees or rates paid to subcontractors or information from your Financial TOP.**
 - b) The number and types of jobs for Maryland residents resulting from the task order. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Master Contractor has committed, including contractual commitments at both prime and, if applicable, subcontract levels; and whether Maryland employees working at least 30 hours per week and are employed at least 120 days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the task order, so state explicitly.
 - c) Tax revenues to be generated for Maryland and its political subdivisions as a result of the task order. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the task order.
 - d) Subcontract dollars committed to Maryland small businesses and MBEs.
 - e) Other benefits to the Maryland economy which the Master Contractor promises will result from awarding the task order to the Master Contractor, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the task order award. Master Contractors may commit to benefits that are not directly attributable to the task order, but for which the task order award may serve as a catalyst or impetus.

3.4 Financial Submission

- 3.4.1 As a separate submission, the Attachment B – ASC Financial TOP Form must be completed and signed by the Master Contractor as Affiant and constitutes the Master Contractor's Not-To-Exceed Financial offer to the State on behalf of its firm, and which will be binding for the full term of the executed Task Order Agreement. Attachment B is a separate MS Excel Worksheet.
- 3.4.2 Based upon this TORFP's period of performance and the Master Contractor- Offeror's Work Plan, the Master Contractor-Offeror shall provide hours and prices for each of the labor categories as applicable to their Work Plan. These are the maximum prices the State will pay for all proposed labor categories. The prices that the Master Contractor uses can meet but not be greater than their

- approved Master Contract's established prices per Contract Year and Labor Category.
- 3.4.3 Record Fully Loaded Fixed Hourly Labor Category Rates that are at or less than the approved Master Contractor's Not-To-Exceed (NTE) rates under the Master Contract as applicable to the Work Plan for this TORFP. Record each rate to two decimal places. Example: \$25.00.
- 3.4.4 In completing the Financial TOP Affidavit, the Master Contractor's Financial Proposal will be based on a single Total Evaluated Price.
- 3.4.5 If Non-Routine Travel is included in the TOP Key Information Summary Sheet and initially allowed in the Agency's SOW (Section 2), and then if the Master Contractor chooses to propose Non-Routine Travel within the scope allowed by the ASC RFP, Section 4.3.4.3, the travel dollars for mileage cost reimbursement must be estimated as a Not-To-Exceed and then incorporated into the Total Evaluated Price of the Financial TOP on the appropriate line. If there are no estimated dollars being proposed for Non-Routine Travel, enter zero dollars **in Line 10**.

Any associated labor hours must be estimated and a part of the Work Plan, which will be reflected into the Financial TOP through the hours associated with the applicable Labor Categories.

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4 Evaluation and Award

4.1 Evaluation Criteria for this TORFP

4.1.1 **MBE.** The MARYLAND HEALTH BENEFIT EXCHANGE will confirm that the forms as directed above are provided with the Master Contractor's Technical TOP submission. If the MBE form D-1A has not been completed properly and submitted with the Master Contractor's TOP to this TORFP when due, the Master Contractor's TOP will be rejected by the State.

4.1.2 **Evaluation of Each Qualified Offeror's Technical and Financial TOP.** The Technical and Financial TOP will be evaluated and have equal merit. Technical criteria will be based on the criteria in Section 5.1.3. The Financial TOP will be evaluated for the Best (lowest) Total Evaluated Price.

4.1.3 **Technical Criteria.** The criteria to be applied to this TORFP are listed in descending order of importance:

4.1.3.1 Master Contractor's-Offeror's Technical Response to Requirements and Work Plan

The State prefers the Master Contractor-Offeror's Technical Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

4.1.3.2 Experience and Qualifications of Proposed Staff

4.1.3.3 Master Contractor's Qualifications and Capabilities, including proposed subcontractors

4.1.3.4 Economic Benefits

4.1.4 **Financial Criteria.** Financial TOP will be evaluated separately. Master Contractors shall provide prices for all nine labor categories per the applicable Contract years that apply to this TORFP's period of performance and for any applicable Non-Routine Travel. These are the maximum prices the State will pay for all proposed labor categories and the Not-To-Exceed Travel dollars. The prices that the Master Contractor uses can meet but not be greater than their approved Master Contract's established prices per Labor Category and Contract Year.

4.2 Reciprocal Preference

4.2.1 Although Maryland law does not authorize procuring agencies to favor resident Master Contractors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR

21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- 4.2.1.1 The Maryland resident business is a responsible Master Contractor;
 - 4.2.1.2 The lowest most advantageous Task Order Proposal is from a responsible Master Contractor whose principal office, or principal base of operations is in another state;
 - 4.2.1.3 The other state gives a preference to its resident businesses through law, policy, or practice; and
 - 4.2.1.4 The preference does not conflict with a federal law or grant affecting the procurement Contract.
- 4.2.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

4.3 Selection Process

4.3.1 General

- 4.3.1.1 A task order agreement (TOA) will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of TOP during these discussions. Therefore, the State may conduct discussions with all Master Contractors-Offerors that have submitted TOP that are deemed to be reasonably susceptible of being selected for award or potentially so. However, the State reserves the right to make an award without holding discussions.
- 4.3.1.2 With or without discussions, the State may determine the Master Contractor-Offeror to be not responsible or the Master Contractor-Offeror's TOP to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of TOP and prior to TOA award.

4.3.2 Selection Process Sequence

- 4.3.2.1 A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the VSBE Utilization Affidavit and subcontractor Participation Schedule (**Attachment E-1**) is included and is properly completed, if there is a VSBE goal.

- 4.3.2.2 Technical TOP is evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Master Contractor-Offeror's ability to perform the services, as well as to facilitate arrival at a Task Order Agreement that is most advantageous to the State. Master Contractors-Offerors will be contacted by the State as soon as any discussions are scheduled.
- 4.3.2.3 Master Contractors-Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical TOP made in the course of discussions. Any such written clarifications or changes then become part of the Master Contractor-Offeror's Technical TOP. Technical TOP are given a final review and ranked.
- 4.3.2.4 The Financial TOP of each Qualified Master Contractor- Offeror (a responsible Offeror determined to have submitted an acceptable TOP) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial TOP of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Master Contractor- Offeror's entire TOP.
- 4.3.2.5 When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial TOP and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

4.4 Award Determination

If the Master Contractor is awarded the Task Order Agreement (TOA), the TOA will be forwarded to the awardee and must be completed, signed, and submitted to the Maryland Health Benefit Exchange as original documents in triplicate.

4.5 Execution of the TOA and Initial Notice-To-Proceed

Once the MARYLAND HEALTH BENEFIT EXCHANGE has received and validated the signed TOA, the MARYLAND HEALTH BENEFIT EXCHANGE will execute the TOA. Upon execution, the MARYLAND HEALTH BENEFIT EXCHANGE will send the awardee an original document for their files along with an applicable, initial Notice to Proceed and notify all Master Contractor-Offerors of the award. Additional Notice to Proceeds may be used by the Requesting Agency's task order manager (TOM) per their discretion during the course of this TOA.

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5 TORFP ATTACHMENTS AND APPENDICES

Instructions Page

A TOP submitted by the Master Contractor must be accompanied by the completed forms and/or affidavits identified as “with TOP” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this TORFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

All Master Contractors are advised that if a TOA is awarded as a result of this solicitation, the successful Master Contractor will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

Table 1: TORFP ATTACHMENTS AND APPENDICES

A pp lie s?	When to Submit	Label	Attachment Name
Y	Before TOP	A	Pre-TOP Conference Response Form
Y	With TOP	B	Financial TOP Instructions and Form
Y	With TOP	C	TO Proposal Affidavit
Y	With TOP	D	MBE Forms D-1A (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf)
Y	10 Business Days after recommended award	D	MBE Forms D-1B, D-1C,D-2, D-3A, D-3B (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf) Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
Y	As directed in forms	D	MBE Forms D-4A, D-4B, D-5 (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf)
Y	With TOP	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf)

Y	5 Business Days after recommended award	E	VSBE Forms E-1B, E-2, E-3 (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf) Important: Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.
Y	With TOP	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf)
Y	With TOP	G	Federal Funds Attachments (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf)
Y	With TOP	H	Conflict of Interest Affidavit and Disclosure (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf)
Y	5 Business Days after recommended award – However, suggested with TOP	I	Non-Disclosure Agreement (Contractor) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf)
N		J	HIPAA Business Associate Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf)
N	N/A	K	N/A
N	N/A	L	Location of the Performance of Services Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf)
Y	5 Business Days after recommended award	M	Sample TOA (included in this TORFP)
Y	5 Business Days after recommended award	N	TO Contract Affidavit
N	N/A	O	DHS Hiring Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf)

Appendices

A pp lie s?	When to Submit	Label	Attachment Name
Y	N/A	1	Abbreviations and Definitions (included in this TORFP)
Y	With TOP	2	Master Contractor Information Sheet (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OffereeInformationSheet.pdf)
Y	Before TOP, as directed in the TORFP.	3	Non-Disclosure Agreement (Offeror) (see link at http://dbm.maryland.gov/Documents/Appendix%203%20-%20Non-Disclosure%20Agreement%20(Offeror)%20(1).dot)
Y	With TOP	4	Non-Exchange Entity Agreement

Attachment A. Pre-TOP Teleconference Response Form

Solicitation Number BPM021914

MHBE External Audit Services

A Pre-Bid teleconference will be held on December 17, 2020, via Google Meet due to Teleworking mandate as a result of COVID-19.

Please return this form by December 15, 2020, advising whether or not your firm plans to participate. The completed form should be returned via e-mail to the Procurement Officer at the contact information below:

Raelene Glasgow
MHBE
E-mail: raelene.glasgow1@maryland.com
Fax #: N/A

Please indicate:

_____ Yes, the following representatives will participate in the teleconference.

Company Name	Attendee Name	Email Address	Telephone Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

_____ No, we will not participate in the teleconference.

Master Contractor:

Master Contractor Name (please print or type)

By:

Signature/Seal

Printed Name:

Printed Name

Title:

Title

Date:

Attachment B. Financial TOP Instructions & Form

B-1 Financial TOP Instructions

In order to assist each Master Contractor in the preparation of its TOP and to comply with the requirements of this solicitation, Financial TOP Instructions and a Financial TOP Form have been prepared. Each Master Contractor shall submit its Financial TOP on the Financial TOP Form in accordance with the instructions on the Financial TOP Form and as specified herein. Do not alter the Financial TOP Form or the TOP may be determined to be not responsive. The Financial TOP Form is to be signed and dated, where requested, by an individual who is authorized to bind the Master Contractor to the prices entered on the Financial TOP Form.

The Financial TOP Form is used to calculate the Master Contractor's TOTAL PRICE. Follow these instructions carefully when completing your Financial TOP Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this TORFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this TORFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Financial TOP Form shall be filled in. Any changes or corrections made to the Financial TOP Form by the Master Contractor prior to submission shall be initialed and dated.
- F) Except as instructed on the Financial TOP Form, nothing shall be entered on or attached to the Financial TOP Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the TOP not responsive.
- G) It is imperative that the prices included on the Financial TOP Form have been entered correctly and calculated accurately by the Master Contractor and that the respective total prices agree with the entries on the Financial TOP Form. Any incorrect entries or inaccurate calculations by the Master Contractor will be treated as provided in COMAR 21.05.03.03.F, and may cause the TOP to be rejected.
- H) If option years are included, Master Contractors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the TORFP at the prices entered in the Financial TOP Form.
- I) All Financial TOP prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the TORFP. The Financial TOP price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the TORFP, sample amounts used for calculations on the Financial TOP Form are typically estimates for evaluation purposes only. Unless stated otherwise in the TORFP, the MHBE does not guarantee a minimum or maximum number of units or usage in the performance of the task order.

K) Failure to adhere to any of these instructions may result in the TOP being determined not responsive.

B-1 Financial TOP Form

The Financial TOP Form shall contain all price information in the format specified on these pages. Complete the Financial TOP Form only as provided in the Financial TOP Instructions. Do not amend, alter or leave blank any items on the Financial TOP Form. If option years are included, Master Contractors must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Financial TOP being determined not responsive.

See separate Excel Financial TOP Form labeled MHBE External Audit Financial TOP Form.xls.

Attachment C. TO Proposal Affidavit

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Master Contractor hereby certifies and agrees that the following information is correct: In preparing its TORFP on this project, the Master Contractor has considered all Bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the TORFP submitted by the Master Contractor on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Master Contractor herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Master Contractor discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Master Contractor agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Master Contractor hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a TORFP and: (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid/proposal; (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/proposal; (3) Fail to use the certified minority business enterprise in the performance of the contract; or (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/proposal. Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the TORFP submitted by the Master Contractor on this project, and terminate any contract awarded based on the Bid/proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Master Contractor hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a TORFP preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:

Maryland Health Benefit Exchange External Audit Services

- (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
- (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information; (d) §7206, Fraud and False Statements, or (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure act; and
- (ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure act; and
- (ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
-
-

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying TORFP that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the TORFP price of the Master Contractor or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying TORFP is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17705, Annotated Code of Maryland:

- (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
- (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

(2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its TORFP on this project, the Master Contractor has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Master Contractor also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the TORFP submitted by the Master Contractor on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the TORFP are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this TORFP shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By: _____
Signature of Authorized Representative and Affiant

Printed Name: _____
Printed Name of Authorized Representative and Affiant

Title: _____
Title

Date: _____
Date

Attachment D. Minority Business Enterprise (MBE) Forms

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>.

This solicitation includes a Minority Business Enterprise (MBE) participation goal of ten (10) percent and no sub-goals

Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf>.

This solicitation includes a VSBE participation goal of 5%.

**Attachment F. Maryland Living Wage Affidavit of Agreement for
Service Contracts**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf> to complete the Affidavit.

- A. This task order is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
 - (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

Attachment G. Federal Funds Attachments

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf>.

Attachment H. Conflict of Interest Affidavit and Disclosure

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>.

Attachment I. Non-Disclosure Agreement (Contractor)

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>.

Attachment J. HIPAA Business Associate Agreement

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf>.

Attachment K. N/A

This Attachment is not applicable to the TORFP process.

Attachment L. Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

Attachment M. Task Order Agreement

**MASTER CONTRACT No. 001B0600234
TASK ORDER AGREEMENT
FOR TORFP No. ASC-20XX-XX-XXX (ACRONYM)
Purchase Order No. _____**

This Task Order Agreement (TOA) is made this ____ day of _____, 20__ by and between _____ (the “Contractor”) and the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF GENERAL SERVICES (“DGS” or the “Department”).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Definitions

In this TOA, the following words have the meanings indicated:

- 1.1 “Agency” means the Maryland Health Benefit Exchange, identified in the AUDIT TORFP No. BPM021914.
- 1.2 “AUDIT TORFP” means the Department of General Services, Task Order Request for TORFP BPM021914.
- 1.3 “Contract Manager” means the State individual designated by the State on the Master Contract or a successor designated by the Department.
- 1.4 “DGS Procurement Officer” means the State individual designated by the State on the Master Contract or a successor designated by the Department.
- 1.5 “State” means the State of Maryland.
- 1.6 “TOA” means this Task Order Agreement.
- 1.7 “TOA Contractor” means the master contractor selected to perform the task order agreement work as identified in the AUDIT TORFP No. BPM021914.
- 1.8 “TOM” means the agency Task Order Manager or a successor designated by the agency.
- 1.9 “TOP – Financial Proposal” means the TOA Contractor’s Financial response dated ____ to the AUDIT TORFP
- 1.10 “TOP – Technical Proposal” means the TOA Contractor’s Technical response dated ____ to the AUDIT TORFP.

2. Scope of Work

- 2.1 The TOA Contractor shall, in full satisfaction of the specific requirements of this TOA, provide the services set forth in the Master Contract and the TORFP’s Sections 1 and 2 of the AUDIT TORFP No. BPM021914.
- 2.2 The TOA Contractor shall perform in accordance with the Master Contract, this TOA, and the following exhibits, which are listed below and incorporated herein by reference. If there is any conflict among the Master Contract, this TOA, and the Exhibits, the terms of the Master Contract

shall control. If there is any conflict among this TOA and the Exhibits, the following order of precedence shall determine the prevailing provision:

- A. This TOA, dated _____
- B. Exhibit A – AUDIT TORFP ASC BPM021914;
- C. Exhibit B – Master Contractor’s TOP – Financial;
- D. Exhibit C – Master Contractor’s TOP – Technical;

- 2.2 The MARYLAND HEALTH BENEFIT EXCHANGE may, at any time, by written order, make unilateral changes in the work within the general scope of the TOA. No other order, statement, or conduct of the DGS Contract Manager or any other person shall be treated as a change or entitle the TOA Contractor to an equitable adjustment under this section. Except as otherwise provided in this TOA, if any change under this section causes an increase or decrease in the TOA Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TOA price shall be made and the TOA modified in writing accordingly. The TOA Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TOA Contractor shall be allowed if asserted after final payment under this TOA. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TOA Contractor from proceeding with the TOA as changed.
- 2.3 Without limiting the rights of the MARYLAND HEALTH BENEFIT EXCHANGE under Section 2.2 above, the TOA may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

- 3.1 The term of this TOA begins on the date the TOA is signed by the MHBE following any required prior approvals, including approval by the Board of Public Works, if such approval is required (the “Effective Date”) and shall continue until December 31, 2021(“Initial Term”).
- 3.2 In its sole discretion, the MHBE shall have the unilateral right to extend the TOA for two, successive one year – with year beginning January 1, 2022 and ending December 31, 2022 and year two beginning January 1, 2023 and ending December 31, 2023 renewal options (each a “Renewal Term”) at the prices established in the Contract. “Term” means the Initial Term and any Renewal Term(s).
- 3.3. The TOA Contractor’s performance under the TOA shall commence as of the date provided in a written NTP.

4. Consideration and Payment

- 4.1 The consideration to be paid the TOA Contractor shall be a Not-To-Exceed of **[[insert NTE from TOA Contractor’s Financial TOP here]]**. Any work performed by the TOA Contractor in excess of the Not-to-Exceed ceiling amount of the TOA without the prior written approval of the Contract Manager is at the TOA Contractor’s risk of non-payment. All invoices must be presented with appropriate Time Card backup as noted in the TORFP’s Section 2.10.
- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the TOA Contractor pursuant to this TOA shall be made no later than 30 days after the MHBE’s receipt of a proper invoice from the TOA Contractor as required by TORFP section 2.10.

- (a) The TOA Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:
 - (1) The TOA Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
 - (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.
 - (b) The State is not liable for interest:
 - (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
 - (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.
 - (c) Final payment under this TOA will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.
 - (d) Electronic funds transfer shall be used by the State to pay TOA Contractor pursuant to this TOA and any other State payments due TOA Contractor unless the State Comptroller's Office grants TOA Contractor an exemption.
- 4.3 In addition to any other available remedies, if, in the opinion of the DGS Contract Manager/Agency Task Order Manager, the TOA Contractor fails to perform in a satisfactory and timely manner, the DGS Contract Manager/Agency Task Order Manager may refuse or limit approval of any invoice for payment, and may cause payments to the TOA Contractor to be reduced or withheld until such time as the TOA Contractor meets performance standards as established by the DGS Contract Manager/Agency Task Order Manager.
- 4.4 Payment of an invoice by the MHBE is not evidence that services were rendered as required under this TOA.
- 5. Liquidated Damages for MBE**
- 5.1 The TOA requires the TOA Contractor to comply in good faith with the MBE Program and Master Contract and TOA provisions. The State and the TOA Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the TOA Contractor does not comply in good faith with the requirements of the MBE Program and MBE Master Contract and TOA provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.
- 5.2 Therefore, upon issuance of a written determination by the State that the TOA Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Master Contract or TOA provisions, the TOA Contractor shall pay liquidated damages to the State at the rates set forth below. The TOA Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The TOA Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- (a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$37.00 per day until the monthly report is submitted as required.
- (b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$258.00 per MBE subcontractor.
- (c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
- (d) Failure to meet the Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- (e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: \$37.00 per day until the undisputed amount due to the MBE subcontractor is paid.

5.3 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Master Contract and/or TOA and exercise any and all other rights or remedies which may be available under the Master Contract, TOA, or Law.

6. Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

HIPAA clauses do not apply to this Contract.

SIGNATURES ON NEXT PAGE

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

Master Contractor: <<ContractorName>>	State of Maryland MARYLAND HEALTH BENEFIT EXCHANGE (MHBE)
	Michele Eberle, Executive Director
By: <<Contractor Signer>>	By:
Date:	Date:
Witness/Attest:	Witness/Attest:

Attachment N. TO Contract Affidavit

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation - domestic or foreign;
- (2) Limited Liability Company - domestic or foreign;
- (3) Partnership - domestic or foreign;
- (4) Statutory Trust - domestic or foreign;
- (5) Sole Proprietorship. and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: _____

Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

Attachment O. DHS Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

Appendix 1. – Vendor Feedback Form

**MASTER CONTRACTOR COMMENTS FOR
NOT SUBMITTING A TASK ORDER PROPOSAL (TOP)**

To help us make our TORFP process more responsive and business-friendly, we ask that you take a few minutes to complete this form. Thank you for your assistance. **Please return by email to the DGS Contract Management Office at dgs.osp-cmo@maryland.gov.**

Audit Services Contract—Task Order RFP No.: _____

TORFP Title: _____

I. If you are not making an Task Order Proposal to this TORFP, please indicate why:

- Other commitments preclude our participation at this time.
- The subject of the TORFP is not within our business expertise.
- We lack experience in the services required.
- The scope of work together with the time period is beyond our current capacity.
- We cannot be competitive. (Please explain below.)
- The specifications are either unclear or too restrictive. (Please explain below.)
- Time for completion is insufficient.
- We believe there is a perceived conflict of interest for our firm with the subject of this TORFP, or the Requesting Agency.
- The distance where the Requesting Agency's audit(s) must be conducted is not a factor we can consider at this time.
- Our firm lacks adequate resources at this time for this TORFP commitment.
- Other: (Please indicate)

II. Remarks: (Please indicate)

Master Contractor's Firm Name: _____

Date: _____

Contact Person: _____ Phone: (____) _____

Address or e-mail: _____

THANK YOU!!

Appendix 2. – Master Contractor Information Sheet

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder/Offeror-InformationSheet.pdf>.

SUBMIT THIS SUMMARY WITH A TOP'S TECHNICAL RESPONSE TO A TORFP