



STATE OF MARYLAND

MARYLAND HEALTH BENEFIT EXCHANGED (MHBE)

REQUEST FOR PROPOSALS (RFP)

MHBE FULFILLMENT SERVICE CENTER

RFP NUMBER BPM054543

ISSUE DATE: DECEMBER 15, 2025

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MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.

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

Request for Proposals	MHBE FULFILLMENT SERVICES
Solicitation Number:	BPM054543
RFP Issue Date:	December 15, 2025
RFP Issuing Office:	Maryland Health Benefit Exchanged 750 East Pratt Street, 6 th Floor Baltimore, MD 21202
Procurement Officer:	Shirelle Green 750 East Pratt Street, 6 th Floor Baltimore, MD 21202
Email:	Shirelle.green1@maryland.gov
Phone Number:	410-547-5181
Proposals are to be sent to:	Submit on emma.maryland.gov under Solicitation Number PENDING To submit a proposal, offerors must first register on emma.maryland.gov. We recommend registering in advance to become acquainted with the site.
No Bid/Proposal Notice Feedback Form	*If you are not submitting a proposal for this solicitation, submit Attachment 1 with your reasons why.
Pre-Proposal Conference:	December 22, 2025 @ 10am est. See Section 4.3 for additional details.
Scheduled Site Visit	N/A
Questions Due Date and Time:	January 26, 2026 @ 10am Local Time:

Proposal Due (Closing) Date and Time:	February 9 th , 2026 @ 10:AM (EST) Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid/proposal decision is made (see Attachment 1 - No Bid Notice/Vendor Feedback Form).
MBE Subcontracting Goal:	An overall Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise (DBE) subcontract participation goal of <u>10%</u> percent of the total contract dollar amount, including all renewal option terms, if any, has been established for this procurement. The overall MBE or DBE subcontract participation goal includes the following subgoals, which have been established for this procurement: ____ % for African-American MBEs; ____ % for Asian-American MBEs; ____ % for Hispanic-American MBEs; and ____ % for Woman-Owned MBEs. Refer to Exhibit 1 for information on how goal setting was determined. Also, refer to Appendix 4 for information about the MBE or DBE program and goals.
VSBE Subcontracting Goal:	N/A
Procurement Method:	A Contract will be awarded in accordance with MHBE Policy for Competitive Sealed Proposal; under COMAR 03.03.01..
Multiple or Alternate Bids:	Multiple or alternate Proposals will not be accepted.
Contract Type:	Indefinite quantity with fixed unit prices.
Contract Duration:	Three (3) year base period with one (1) two -year option period.
Primary Place of Performance:	Maryland (MD)
SBR Designation:	No
Federal Funding:	Yes

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1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

- 1.2 The Offeror shall have at least three (3) years of experience within the past seven (7) years with: (1) reading barcodes, scanning and indexing high volumes of inbound documents, (2) receiving electronic data files to generate high volumes of material such as notices, Medicaid Cards or IRS 1095 forms for printing and mailing, (3) working knowledge of ACA eligibility applications and verifications document processing, and (4) experience utilizing a third party customer relationship manager (CRM) solution such as Salesforce. The Offeror shall be SOC2 compliant.
- 1.3 The Offeror shall, or can be within 90 days, able to show compliance with all directives outlined in IRS Publication 1075, Guide to Protecting Federal Tax Information.
- 1.4 Offerors must be located within 100 miles of MHBE offices in zip code 21201 or within the State of Maryland.

The Offeror must document in its Proposal that it satisfies the above required Minimum Qualifications:

- A. By providing at least three references in the company's letterhead that provides the reference. The Offeror shall provide with its Proposal resumes from all parties working on this request; resumes must demonstrate that the staff has the knowledge and background to meet the requirements.
- B. *The Offeror shall provide with its Proposal "Attachment L Reference Checks" with three or more references filled out.*

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

This Request for Proposals (RFP) is issued to procure the goods or services, as specified in this Section 2, from a contract between the selected offeror(s) and the State of Maryland (“State”).

The Maryland Health Benefit Exchange (MHBE) is issuing this Request for Proposals (RFP) to procure the services of a qualified Offeror to perform fulfillment services.

It is MHBE’s intention to obtain services, as specified in this RFP, through a Contract between the selected Offeror and the MHBE. The anticipated duration of services to be provided under this Contract is three-year base and one-two year option.

This MHBE intends to make a single award as a result of this RFP. See RFP **Section 6.5 Selection Procedures** for more Contract award information.

An Offeror, either directly or through its subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation. The successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor’s participation in the work.

The purpose of this solicitation is to procure fulfillment operations support to ensure successful enrollment into a qualified health plan, standalone dental plan or managed care organization (MCO). Fulfillment services include the electronic upload of all inbound documents to consumer accounts within the MHC application, printing and mailing outbound consumer notices, printing and mailing appeals-related documents, processing mailed paper Medicaid Managed Care Organization (MCO) enrollment forms and returned mail, processing mailed or faxed paper applications, printing and mailing Medicaid cards on behalf of the Maryland Department of Health (MDH), and printing and mailing IRS 1095 forms and all other outbound document mailing. The Contractor shall be fully responsible for the graphic design, printing, forms fulfillment, case documentation in Salesforce CRM, inbound paper application data entry and other fulfillment-related tasks as requested. The contractor is responsible for costs associated with all MCO enrollment materials and outbound correspondence specified in the RFP. All contractors- incurred postage costs will be passed through to the MHBE for reimbursement via monthly billing.

Location Requirements

MHBE will require all offerors to have a facility located in the State of Maryland, approximately within 100 miles of MHBE location at; 750 Pratt Street, Baltimore, MD 21202

A Contract award does not ensure a Contractor will receive all or any State business under the Contract.

2.2 Background and Purpose

The mission of the Maryland Health Benefit Exchange (“MHBE”) is to make health coverage affordable and more accessible for the citizens of Maryland. MHBE is responsible for the Maryland Health Connection (MHC), the State’s health insurance marketplace under the Patient Protection and Affordable Care Act of 2010 (Pub. L. 111-148) as amended, including by the Health Care and Education Reconciliation Act of 2010 (Public Law No. 111-152), and all regulations promulgated pursuant thereto (the “ACA”).

Notices processed under the fulfillment services contract may include federal tax information (FTI). As a condition of receiving FTI, 26 U.S.C. §6103 requires recipient agencies and their vendors to establish and maintain, to the satisfaction of the IRS, certain safeguards designed to prevent unauthorized use and disclosure of FTI and to protect the confidentiality of that information. FTI is defined as a return, return information, federal tax offset program information, and any tax information not received directly from the party the information is about. Return: any tax or information return, declaration of estimated tax, or claim for refund which includes supporting schedules, attachments, or lists which are supplemental to or part of the return. Return information: a taxpayer’s identity, the nature, source, or amount of his/her income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, tax withheld, deficiencies, or tax payments. It is any information that the IRS collects and uses to determine a person’s tax liability. A taxpayer’s identity means the name of a person with respect to whom a return is filed, his/her mailing address, Social Security Number, employer identification number, or account information. This can also include information about whether a person did or did not file a return.

The following chart depicts monthly fulfillment volumes offered during FY24 and FY25 to date:

Month	Outbound Notices	1095A/B	Inbound Doc Scans	MCO Packets	MCO Enrollment Forms	MCO Directories Mailed	Voter Cards	Returned Mail	Paper Applications Mailed	Applications Entered	Adhoc and Appeals Mailing
24-Jul	232,731	539	3,662	516	0	0	568	17,300	53	0	256
24-Aug	287,726	510	4,126	478	0	0	524	21,244	41	746	148
24-Sep	230,157	557	4,092	504	0	0	686	20,990	53	348	122
24-Oct	331,553	774	3,905	610	0	0	0	20,371	49	441	114
24-Nov	315,447	1,447	5,992	630	0	0	523	11,047	46	210	81
24-Dec	280,475	1,807	5,741	659	0	0	512	12,528	28	660	93
25-Jan	486,565	202,337	5,292	622	0	0	521	14,333	25	440	102
25-Feb	245,410	12,493	3,983	1266	0	0	348	13,046	27	315	110
25-Mar	238,421	1,019	4,466	573	0	0	429	15,118	21	343	173
25-Apr	230,836	1,236	3,706	573	0	0	365	18,086	22	432	159
25-May	213,250	664	3,626	525	0	0	337	20,185	12	246	141
25-Jun	212,523	732	2,769	560	0	0	297	17,775	0	375	151
25-Jul	223,294	584	3,385	532	22	21	289	18,794	32	568	91
25-Aug	220,256	664	2,777	532	0	21	289	14,656	22	524	100

Outbound Notices Page Counts

July 2023-July 2024				July 2024-July 2025			
Page Count	Quantity of Notices	Page Count per Notice	Total Page Count	Page Count	Quantity of Notices	Page Count per Notice	Total Page Count
2	424446	2	848892	2	586959	2	1173918
4	630531	4	2522124	4	848943	4	3395772
6	475399	6	2852394	6	567857	6	3407142
8	294528	8	2356224	8	372997	8	2983976
10	96306	10	963060	10	117543	10	1175430
12	150283	12	1803396	12	155761	12	1869132
14	88400	14	1237600	14	92696	14	1297744
16	25	16	400	16	7	16	112
18	9	18	162	18	1	18	18
20	922	20	18440	20	1080	20	21600
22	37	22	814	22	38	22	836
24	2	24	48	24	0	24	0
26	0	26	0	26	0	26	0
28	0	28	0	28	0	28	0
30	0	30	0	30	1	30	30
32	0	32	0	32	0	32	0
34	0	34	0	34	0	34	0
36	0	36	0	36	0	36	0
38	0	38	0	38	0	38	0
40	0	40	0	40	0	40	0
44	0	44	0	44	0	44	0
46	0	46	0	46	0	46	0
56	0	56	0	56	0	56	0
Totals	1,019,99	5	12,603,55	Totals	2,743,883	0	15,325,71

2.3 Contractor Requirements/ Responsibilities

ID #	Task	Requirement
2.3.1	System Generated Outbound Notice Production	<p>The Contractor shall print and mail notices from nightly HBX-generated PDF files. The notices are relative to enrollment, disenrollment, and action reminder eligibility. Number of pages varies based on type of notice and size of household.</p> <p>Assume 2-sided printing, mostly black & white print, occasional color added.</p>
2.3.2	Ad hoc Manual Notice Production & Mailings	<p>The Contractor shall prepare mail merge letter with address data points, print and mail on an as requested basis by the MHBE. The volume can range from several hundred to several thousand. The files are typically encrypted and emailed to Contractor point of contact. Ad hoc mailings include Appeals-related correspondence that is emailed to a designated point of contact by the MHBE Appeals workers. Instruction is provided to print and mail to specified recipients. Mailing page counts vary.</p>
2.3.3	Voter's Registration Forms Fulfillment	<p>The Contractor shall mail voter registration forms, provided by the MHBE or the Maryland State Board of Elections, to recipients on the weekly address file generated from HBX.</p>
2.3.4	Paper Application Fulfillment	<p>The Contractor shall mail printed paper MHC application forms, as requested by consumers, to recipients in the provided address file generated from HBX and/or CRM.</p>
2.3.5	IRS Forms 1095-A and 1095- B Production	<p>The Contractor shall print and mail HBX-generated IRS Forms 1095-A and 1095-B forms not later than January 31st of each year. 1095-B forms are mailed based on consumer request only. Ad hoc requests for 1095-A and 1095-B forms occur throughout the year.</p>

2.3.6	<p>Medicaid Managed Care Organization (MCO) Enrollment Packet Production and Mailing</p>	<p>Real time MCO plan shopping upon MAGI Medicaid eligibility determination has significantly reduced the volume of MCO enrollment packets that are printed and mailed to MAGI consumers. However, non-MAGI consumers will be required to receive the MCO enrollment packets via the mail. The MHBE and the MDH anticipate a need to fulfill approximately 7,500 MCO enrollment packets per month. Enrollment packets are printed, assembled and stocked for mailing request fulfillments. There are currently 9 unique pieces and 2 envelopes to be printed in black and white and color format.</p>
		<p>MCO-provided brochures are also included as assembly items. We do not anticipate changes to current artwork and layout formats.</p> <p>The MHBE and the MDH anticipate less than 500 paper enrollments to be processed per month.</p> <p>The Contractor shall design, print and mail Medicaid MCO enrollment packets to recipients in address file generated from the HBX on a daily basis.</p> <p>The MHBE and MDH are responsible for providing the content, draft layouts and final approval of all enrollment materials. The Contractor shall be responsible for providing, at a minimum, the enrollment materials printed in both English and Spanish. The</p>

	<p>Contractor shall design the enrollment materials and submit to the MDH for review 60 days before the Go-Live date. Once approved, the Contractor must print and mail all enrollment materials as required.</p> <p>Enrollment materials included in the MCO Enrollment packet should be printed, revised and/or ordered as needed to ensure adequate real-time inventory.</p> <p>The Contractor will be responsible for formatting and adding inserts which are approved by MDH into the MCO enrollment packet if a change is necessary to the enrollment materials between print cycles. Print cycles typically occur on January 1st and July 1st of each year.</p> <p>The Enrollment Packet shall contain the following (See Appendices):</p> <ul style="list-style-type: none">A. Cover LetterB. Notice - MCO Change PoliciesC. HealthChoice Program Information BookletD. An MCO Performance CardE. A Doctor/Clinic Listing Request CardF. An MCO Enrollment Form G. A Health Service Needs Information (HSNI) FormG. Envelope that is postage-paid and self-addressed to the vendor's mailing address for processing of mailed in enrollment formsH. Reminder NoticesI. Non-Discrimination Statement and Accessibility
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		<p>Requirements Brochure</p> <p>J. MCO-furnished enrollment brochures</p> <p>The Contractor shall print and mail enrollment packets to designated HOH recipients within five (5) Business Days upon receipt of new Health Choice enrollment transactions from the MHBE.</p> <p>The Contractor shall print and mail a reminder notice (See Appendix B) within seven (7) days of sending the enrollment packet if no response has been received from the recipient explaining that the recipient must choose an MCO within a specified time or be auto assigned by the Department.</p> <p>The Contractor shall generate graphics from MDH provided artwork along with pre-printed window envelopes.</p> <p>The MHBE and the MDH anticipate the printing, fulfillment and mailing of less than 75 Provider Network Directories per month. The Provider Network Directory is not required to be included in the MCO Enrollment packets, but a printed copy must be made available to a recipient upon request. There are seven regional Provider Network Directories that include approximately 114 pages. Page numbers range from 25 pages to 200 pages, depending on the region.</p>
2.3.7	Inbound Document Processing Services	<p>The Contractor shall provide the following inbound document processing services:</p> <ul style="list-style-type: none"> • Provide P.O. Box/Collect Mail Daily • Document receipt

		<ul style="list-style-type: none">• Form Identification/Coding• Barcode reading• Scan into PDF format and upload to HBX• Data enter and process received paper applications to eligibility determination in HBX worker portal• Data enter and process received cancellation forms in HBX worker portal• Data enter and process Medicaid MCO enrollment request forms within 48 hours of receipt date.• Document receipt of Fair Hearing Requests in CRM and attach to CRM for routing to Appeals Team• Shredding received documents after scanning• Return to sender wrongly mailed checks and important originals
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2.3.8	Medicaid/Program ID Cards	<p>The Contractor shall be responsible for the printing, fulfillment, and mailing of Medicaid and Kidney Disease Program ID cards and envelopes. MDH is responsible for providing the content, draft layouts and final approval of ID card carriers.</p> <p>A secure daily electronic ID card file will be provided to the contractor by the MDH. The contractor is expected to print and mail the cards out daily upon receipt of file.</p> <p>Card Specifications:</p> <p>8.5" x 11" White UV Finish coated Card Finish Finish size 3.375 x 2.125 Substrate .015 White PVC Credit Card sized perforated punch out die cut Card Colors-template provided: Medicaid Program- Card color: Red/White Kidney Disease Program- Card color: Blue/White Family Planning Program- Card color: Purple/White Hospice Program- Card color: Orange/White Medicare Buy-In Program- Card color: Gray/White #10 left side window envelopes 4.125 x 9.5 (10) - Template provided by the MDH</p> <p>Basic Volume Assumptions:</p>
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		<p>Medicaid Cards: 300,000 annually Kidney Disease Program- 3,000 annually Family Planning Program- 4,000 annually Hospice Program- 2,000 annually Medicare Buy-In Program- 7,000 annually</p> <p>Returned mail of Medicaid/Program cards will be directed to MDH for tracking and recording purposes.</p>
2.3.9	MDH Medicare Notices	<p>“Medicare Age Out” – Letter 1 -MDH monthly notices to Medicaid consumers who are becoming 65 years old or Medicare eligible.</p> <p>“Medicare Outreach” – Letter 2 - MDH weekly notices to consumers who may be eligible under the Qualified Medicare Beneficiary (QMB) program offered through Medicaid.</p> <p>Content, draft layouts and final approval of the notices provided by MDH.</p> <p><u>Notice and Envelope Specifications:</u></p> <p>8.5” x 11” White Paper</p> <p>#10 left side window envelopes 4.125 x 9.5 (#10)</p> <p>Basic Assumptions:</p> <ul style="list-style-type: none"> • Medicare Outreach Notice: 700/month: 8,400/annually • Medicare Age-Out Notice: 6,000/month: 72,000/annually
2.3.10	Returned Mail Management	<p>The Contractor shall document all returned mail in the CRM.</p> <p>The Contractor shall determine if there is a correct address and resend.</p>

2.3.11	Facility	<p>The Contractor is responsible for providing a facility that meets, but is not limited to the following requirements:</p> <ul style="list-style-type: none"> • The Contractor shall provide turn-key facilities within 100 miles of zip code 21202 (Baltimore, MD). • The Contractor shall provide adequate and secure workspace with equipment and furniture to support mailroom, document preparation, data entry operations and secure document storage facilities. This includes mail opening equipment, and document scanning hardware and software to capture 200 dpi bi-tonal (black and white) images of paper documents. • The Contractor shall provide PC workstations for indexing operations and processing of data in a secure room with only authorized staff access. • The Contractor's physical and environmental security controls shall meet MARS-E and HIPAA compliance standards.
2.3.12	Network Infrastructure	<p>The Contractor shall maintain at least two environments: Integrated Test Environment (ITE) and production environment. Integrated test environment to be used for end-to-end testing with HBX.</p> <p>The Contractor must provide appropriate network infrastructure and expert support services to acquire and complete circuit connectivity within the Fulfillment Center facility.</p> <p>The Contractor must provide fiber connectivity within the Fulfillment Center facility.</p>

	<p>The Contractor will work with the state technology division to arrange for connectivity to the Worker Portal via means of direct connection from the state to a contractor premise and/or site to site VPN tunnel.</p> <p>The Contractor must provide local internet services capable of supporting a 150M MPLS connection.</p> <p>The Contractor must supply all PCs, monitors, printers, network routers, network switches, data center racks, and wiring sufficient to meet network and operational needs.</p> <p>Contractor will assume billing and cost management responsibilities for establishing and maintaining connectivity (MPLS and Internet)</p> <p>The Contractor shall provide resource (s) to:</p> <ul style="list-style-type: none"> ● Configure production environment and ITE servers ● Test the production environment and ITE servers ● Configure production environment workstations ● Configure production environment networking equipment ● Test production environment workstations and networking equipment ● Support system integration testing and troubleshooting ● Participate in system User Acceptance Testing (UAT) in conjunction with the MHBE. <p>The Contractor will provide redundant DHCP and DNS network services.</p> <p>The Exchange will provide CRM Users License sufficient for the number of required staff and Maryland.gov email addresses for specific staff.</p> <p>The contractor must provide internet connectivity to the following applications:</p> <ul style="list-style-type: none"> ● The Exchange's Web Application ● The Exchange's Learning Management System (LMS) ● The Exchange's Customer Relationship Management System (CRM) <p>The Contractor will ensure desktop upgrades to support Service Center tools to Service Center Representatives desktops. Contractor will either use Chrome, Firefox or Internet Explorer web browsers, or such other upgraded versions as required, to connect to the hosted Exchange applications.</p>
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- The Contractor shall provide computing systems workstations with the following minimum specifications:
- Processor - 7th Generation - i7 Processor
- Memory - 8 Gig minimum Disk Space - Minimum 256 SSD or Regular Hard Drive (500Gig)
- Full disk encryption
- Monitors (2) - 24-inch monitors
- The Contractor shall have technical support for all provided systems, desktops and network connectivity.

2.3.13	Development, Testing, Network Connectivity Services	MHBE will pay for Contractor labor to execute activities described in tasks 3.2.1.10 (Network Infrastructure) and 3.2.1.12 (Specific Development and Testing)
2.3.14	Specific Development and Testing	<p>The Contractor shall provide resource (s) to:</p> <ul style="list-style-type: none"> • Develop and test scanner applications for the MHBE documents. • Validate the capability to process all the existing forms and verification documents with no additional impact to HBX system • If HBX replaces current document repository, then make necessary system changes required for that transition • Support enhanced forms design by working with the MHBE and to validate that all the MHBE application forms and notices will be suitable for efficient scanning and processing. • Develop, implement and test the MHBE specific requirements such as unique form types. • Establish and test SFTP connections PGP encryption and transmission. • Develop User Acceptance Test scripts and test batches in conjunction with the MHBE. • Unit testing and complete solution testing. • Professional Services resources to test the scanning, form identification and indexing processes and associated workflows in the ITE. • Upload test export batches to the MHBE test folder for validation by the MHBE.
2.3.15	Ongoing Support/Account Management	<p>The Contractor shall provide resources to process and resolve the MHBE support requests (emails/phone calls) regarding system issues such as unreadable images; images not received; incomplete batch of documents; etc.</p> <ul style="list-style-type: none"> • Provide a single vendor point of contact. • Coordinate all activities with the MHBE contract monitor. • Implement methods, procedures, documentation, standards and controls for the Scanning and Indexing Operations. • Upon request, provide the MHBE with status information/reports on work plans, schedules, deliverables, acceptance criteria and other work products related to the Scanning and Indexing Operations.

		<ul style="list-style-type: none">• Provide operational reports that detail the volume of documents scanned and processed by date and source.• Notify the MHBE contract monitor on a timely basis of any and all issues and concerns of which the Contractor becomes aware relating to the conduct of the project.• The Contractor and the MHBE will review this SOW on a quarterly basis to ensure that all of the activities and processes associated with the project at that time are fully captured by this SOW. New services that are determined to be out of scope will result in amendments to the SOW.
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2.3.16	Operations	<p>The Contractor shall:</p> <ul style="list-style-type: none"> • Provide appropriate staffing to handle the daily mail pickup at the USPS Post Office. • Conduct all required training of personnel. • Create operational procedures documentation. • Read barcodes on the MHBE documents that contain 1D or 2D barcodes and automatically populate document metadata. • Perform manual identification of semi-structured and unstructured client documents (e.g., identifying a client's U.S. passport as document type "AHU-1"). • Perform automatic or manual separation as required of merged client documents to allow each document to be indexed separately. • Export images and data in PGP encrypted zip file format to the MHBE SFTP site at least once every business day. If the daily volume increases significantly, increase the upload frequency to ensure the constant flow of images and data to the MHBE. • Provide chain of custody mailroom controls and mailroom processing, pre-scan document preparation, document scanning, indexing, quality assurance and reconciliation. • Return certain critical documents (such as original passports, original driver's licenses, checks, money orders, voter registration documents) to senders within 1 business day. • Implement pre- and post-scanning Quality Assurance processes. Provide description and example of Quality Assurance and Control program. • Perform other MHBE worker portal activities as requested by the MHBE.
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2.3.17	Ownership of Hardware and Software Resources	All computer hardware, computer software and facilities resources required to implement and operate the MHBE processing operation will be the sole property of the Contractor. The scanned paper documents, and the data and images created from the scanned documents will be the sole property of the MHBE.
2.3.18	Adding or Changing Document Types	The production and test environments for the MHBE will be configured to process the Document types provided by the MHBE. Document types can be added or changed, and business rules can be added or changed via a project change request.
2.3.19	Barcode Scan	Contractor shall have capability to scan barcoded documents as generated by the HBX.
2.3.20	Reports Design	Contractor shall provide daily and monthly production reporting.
2.3.21	Compliance	<p>The Contractor shall securely destroy post-scanning of MHBE paper documents (unless original versions to be returned to sender)</p> <p>The Contractor shall provide secure destruction of the MHBE paper documents.</p> <p>The Contractor shall prepare for and participate in facility and operational audits conducted by the MHBE and OIG.</p> <p>Security standards shall be in accordance with State and federal security and privacy requirements regarding collection, maintenance, and use of the Protected Information, including the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996, and implementing regulations of 45 C.F.R. Parts 160 and 164; and the Affordable Care Act, and 45 C.F.R. § 155.260 and the Maryland Confidentiality of Medical Records Act (“MCMRA”).</p> <p>Md. Code Ann. Health-Gen §§ 4-310 et seq. The Offeror must also maintain all directives outlined in IRS Publication 1075, Guide to Protecting Federal Tax Information.</p>

2.4 Experience and Personnel

2.4.1 Preferred Offeror Experience

As referenced in section 2.0.

All offerors should have demonstrated experience with

- Print and mail notices from nightly generated PDF files.
- Be familiar with mass mailing including Voter's registration forms, IRS forms and system generated outbound notice, etc.
- Familiar with designing enrollment materials, formatting and inserting changes.

2.4.2 Personnel Experience

The following experience is expected and will be evaluated as part of the Technical Proposal

- The Offeror shall identify the number and types of staff proposed to be utilized under the Contract.
- The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed Subcontractor(s), as detailed in the Work Plan.
- The Offeror shall provide an Organizational Chart outlining personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.

Staffing Plan

The Offeror shall provide a draft Staffing Plan with the Technical Proposal. The Staffing Plan shall describe the Offeror's staffing approach and team organizational structure for the Offeror and any proposed Subcontractors, to complete all phases of work, functions, requirements, roles, and duties associated with this RFP.

The Staffing Plan deliverable will be updated and submitted as Final to the MHBE Contract Monitor within 30 calendar days of NTP.

2.4.3 Number of Personnel to Propose

As part of the Proposal evaluation, Offerors shall propose the exact number of proposed personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date). Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the MHBE. Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

2.4.4 Key Personnel Identified

For the Contract, the following positions to be identified in the Technical Proposal will be considered Key Personnel and shall be required to meet the qualifications stated in **Section 2.4 and Appendix**.

- A. Operations Manager- Oversees and optimizes an organizations' daily activities to ensure efficiency, productivity, and alignment with business goals and objectives.
- B. Fulfillment Supervisor – Oversees warehouse operations like order processing, picking, packing, and shipping to ensure accuracy and efficiency, while also managing a team, maintaining inventory, enforcing safety protocols, and troubleshooting any operational issues to meet performance goals and customer satisfaction.
- C. Software Developer – Designs, builds, test, and maintains software applications and systems for various platforms, including desktop computers, mobile devices, and networks. Key responsibilities include writing and debugging code, troubleshooting issues, collaborating with team members, analyzing user needs, and participating in the entire software development lifecycle

2.4.5 Contractor Personnel Experience Equivalency (including Key Personnel submitted in response to this RFP)

- A. A Substitution of Education for Experience: Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the State at its discretion.
- B. Substitution of Experience for Education: Substitution of experience for education may be permitted at the discretion of the State.
- C. Substitution of Professional Certificates for Experience: Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

2.4.6 Contractor Personnel Maintain Certifications

NOT APPLICABLE

2.4.7 Work Hours

Unless otherwise specified, the following work hours requirements are applicable:

The Contractor's core personnel will work an eight-hour day, Monday through Friday except for contractor recognized holidays. Contractor shall provide appropriate management oversight during all open business hours

- A. Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities must be billed on an actual time worked basis at the rates proposed.

- B. Scheduled non-Business Hours Support: Once personnel have demonstrated an understanding of the MHBE'S infrastructure, they will also be required to participate in a rotating emergency on-call schedule, providing non-Business Hours support. Typically, personnel assigned to MHBE'S non-Business Hours support are required to be on-call 24 hours a day for a seven-day period, one week out of every four to five weeks.
- C. State-Mandated Closings: Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the Contractor will be notified in writing by the Contract Monitor of these details.
- D. Minimum and Maximum Hours: Full-time Contractor Personnel shall work 40 hours per week with starting and ending times as approved by the Contract Monitor. A flexible work schedule may be used with Contract Monitor approval, including time to support any efforts outside core business hours. Contractor personnel may also be requested to restrict the number of hours Contractor personnel can work within a given period of time that may result in less than an eight-hour day or less than a 40-hour work week.

2.5 Substitution of Personnel

2.5.1 Continuous Performance of Key Personnel

When Key Personnel are identified for the Contract, the following apply:

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
- B. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Monitor.
- C. The provisions of this section apply to Key Personnel identified in any Task Order proposal and agreement, if issued, and any Work Order Request and Work Order, if issued.

2.5.2 Definitions

For the purposes of this section, the following definitions apply:

- A. **Extraordinary Personal Event** – means any of: leave under the Family Medical Leave Act; an Incapacitating injury or Incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.
- B. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

2.5.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 2.5.4**.

- A. The Contractor shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
- B. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
 - 1. A detailed explanation of the reason(s) for the substitution request.
 - 2. The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor.
 - 3. The official resume of the current personnel for comparison purposes; and
 - 4. Evidence of any required credentials.
- C. The Contract Monitor may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- D. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

2.5.4 Replacement Circumstances

A. Directed Personnel Replacement

- 1. The Contract Monitor may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Monitor, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, MHBE policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **2.5.4.A.2**.
- 2. If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.
- 3. Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.
- 4. Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
- 5. If the Contract Monitor determines to direct substitution under **2.5.4.A.1**, if possible, at least fifteen (15) days' advance notice shall be given to the Contractor. However, if the Contract Monitor deems it necessary and, in the State's, best interests to

remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

6. In circumstances of directed removal, the Contractor shall, in accordance with paragraph **2.5.4.A.1** of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

B. Key Personnel Replacement

To replace any Key Personnel in a circumstance other than as described in **2.5.4.C**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 2.5.3** to the Contract Monitor at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

C. Key Personnel Replacement Due to Sudden Vacancy

1. The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 2.5.4.B**.
2. Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under **Section 2.5.3** within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

D. Key Personnel Replacement Due to an Indeterminate Absence

1. If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Monitor as required under **Section 2.5.3**.
2. However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor the Contract Monitor may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

2.5.5 Substitution Prior to and Within 30 Days After Contract Execution

Prior to Contract execution or within thirty (30) days after Contract execution, the Offeror may not substitute proposed Key Personnel except under the following circumstances (a) for actual full-time personnel employed directly by the Offeror: the vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel; and (b) for any temporary staff, subcontractors or 1099 contractors: the vacancy occurs due to an Incapacitating event or the death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution. Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination

3 Standard Terms and Conditions

3.1 Contract Initiation Requirements

Once all approvals have been obtained and the Contract is fully executed, the Procurement Officer may schedule a kickoff meeting to be held prior to commencement of Contract performance.

3.2 End of Contract Transition

The Contractor shall cooperate in the orderly transition of services from it to a subsequent contractor at the end of the contract term or upon receipt of a Notice of Termination from the State. Transition shall be provided in a prompt and timely manner and shall proceed in accordance with the schedule provided to the Contractor by the State in the Notice of Transition. Additional instructions regarding transition services may be provided in the event of a Notice of Termination issued by the State.

The transition period shall begin 90 calendar days before the Contract end date, or the end date of any final exercised option or Contract extension. The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of Contract.

The Contractor shall provide a Transition-Out Plan at least 90 calendar days prior to termination of its Contract outlining the steps necessary to transition out activities to the successor MHBE Contractor. The Contractor shall work in full cooperation with the MHBE and the Successor Contractor to ensure that each status report for Transition-Out activities are accurate.

The Contractor shall work during the Transition-Out period as if time is of the essence. This period of time provides an opportunity for the Successor Contractor staff to gain a full understanding of the operational environment in order to provide all the services required by the Successor Contractor.

The Contractor's Transition-Out Plan shall address the following:

- a) A preliminary Transition-Out Project Work Plan (PWP), with placeholders for milestones, key delivery dates, and resource assignments. The PWP shall contain fields to capture successor and predecessor tasks to identify and track dependencies, and where applicable, it shall link related tasks.
- b) The key transition personnel and their respective Roles.
- c) The reporting mechanism for providing, at a minimum, twice-weekly reports during the transition.
- d) The final Transition-Out methodology, accounting for MHBE's project work, consumer mail volumes, and other considerations.
- e) The mechanism by which the Contractor will identify, capture, and transition to the Successor Contractor any outstanding deliverables and/or tasks and time frames for completion.
- f) The plan for ensuring that all Contract documentation has been updated to reflect all changes, such as enhancements and modifications.
- g) The plan for ensuring that all required support training materials, and transition information has been delivered to the MHBE.
- h) The required involvement of the Successor Contractor team, MHBE resources, and any third-party.
- i) A description of the resources that the Contractor will commit and the functions that the Contractor will perform, along with time frames, in

transferring the operation to the Successor Contractor.

- j) Risk assessment and mitigation recommendations/solutions and the plan for monitoring and managing risk during the Transition-Out period.
- k) A clear set of tasks, objectives, outcomes, and timeframes to transition on-going activities, processes, people, services, knowledge and documentation associated with the exit of the Contractor.

The Contractor shall provide a final PWP to address these tasks at a granular level, and shall successfully complete the tasks as part of the Transition-Out effort. Transition-Out tasks include all aspects of the Contractor's Transition- Out Plan, including but not limited to the following:

- a) Provide timely access to necessary data
- b) Provide operational work instruction knowledge transfer
- c) Participate and contribute to transition-in activities for the Successor Contractor
- d) Ensure seamless telephony shutdown and start-up transition with Successor Contractor to minimize downtime.
- e) Provide all data in encrypted and searchable format.
- f) Provide weekly/monthly status for the previous period
- g) Participate actively in all transition meetings.
- h) Provide requested information within five (5) calendar days.
- i) Meet all defined due dates as determined and approved by MHBE.
- j) Make recommendations throughout the Transition-Out effort to mitigate risk.
- k) Participate in all activities required by MHBE to assess the incoming Contractor's readiness and capabilities to assume complete control and management of application maintenance and enhancement services.

The Contractor shall provide a Systems Documentation Report no less than 20 calendar days before the end of the Contract during the Transition-Out containing the following:

- a) Contractor's record of its deliverable submissions and approvals, of work products approved and completed, and project documentation throughout the duration of its Contract.
- b) All applicable access to tools and repositories as needed to complete turnover to MHBE and references to the locations of all work products and technical artifacts.
- c) The final System Documentation Report is due no less than 20 calendar days before the end of the Contract during the Transition Out phase.

Transition Requirements Summary Table

RFP Section #	Activity	Completion Date
3.1	Kick –off Meeting	NTP + 5 calendar days
3.2	Contractor submits Transition Plan	NTP + 10 calendar days
3.2	Transition-In of contractual activities with day-to-day support from the Incumbent Contractor	NTP + 45 calendar days
3.2	Full transition by Contractor to successfully and completely take over all contractual activities with support from the Incumbent Contractor	NTP + up to 90 calendar days
3.2	Contractor Transition-Out Plan outlining the steps necessary to transition out activities to the successor MHBE Contractor.	Contractor shall provide Transition-Out Plan at least 90 calendar days prior to termination of its Contract

3.3 Invoicing

Submission of an invoice constitutes the Contractor's verification that the information in the invoice is accurate as of the time of submission.

An invoice not satisfying the requirements of a Proper Invoice (as defined in COMAR 21.06.09) will not be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:

- A. Contractor name and address;
- B. Remittance address;
- C. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
- D. Invoice period (i.e. time period during which services covered by invoice were performed);
- E. Invoice date;
- F. Invoice number;
- G. State assigned Contract number;
- H. State assigned (Blanket) Purchase Order number(s);
- I. Goods or services provided;
- J. Amount due; and
- K. Any additional documentation required by regulation or the Contract.

Invoices that contain both fixed price and labor hour or time and material items shall clearly identify each item as either fixed price, and labor hour, or time and material billing.

The State reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide all required deliverables within the time frame specified in the Contract or otherwise fails to satisfy the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.

Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.3.1 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

- A. For items of work for which there is one-time pricing (see **Attachment B –The Price Form**), those items shall be billed the month following the acceptance of the work by the State.
- B. Invoices for work performed on a labor hour or time and materials basis shall be submitted the month after services are done.

3.3.2 Deliverable Invoicing

Deliverable invoices shall be accompanied by a Deliverable Product Acceptance Form (DPAF) signed notice(s) of acceptance issued by the State for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF is not submitted (see online example at http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf).

Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in **Section 2 of the RFP**.

3.3.3 Travel Reimbursement

Travel will not be reimbursed under this RFP.

3.4 Liquidated Damages

3.4.1 MBE Liquidated Damages

MBE liquidated damages are identified in **Exhibit 2 – Sample Contract**

3.4.2 Liquidated Damages other than MBE

Liquidated damages other than MBE are identified in **Exhibit 2 – Sample Contract**.

Service Level Agreements (SLA)

During the course of the contract, the MHBE will measure and review Contractor performance. The Contractor must have in place processes to monitor performance and must report its performance in accordance with the Service Level metrics provided herein. The Contract Manager and other state personnel designated by the MHBE shall actively participate with the Contractor to approve the results, request corrective actions, and assess liquidated damages if necessary. Invoicing and payments shall be administered in accordance with the process outlined in Section 1.41. The MHBE reserves the right to introduce additional Service Level metrics following an initial baseline period after reasonable notice to the contractor.

MHBE agrees that Contractor will not be assessed liquidated damages for failure to meet a milestone or metric if the failure results from the unavailability of tools, or technologies to be provided by others but not available for use by Offeror. MHBE also agrees that Contractor will not be considered in breach and will not be assessed liquidated damages for failure to meet a SLA if the failure results from the staffing levels imposed on Contractor by the RFP.

SLA Liquidated Damages

Time is an essential element of the Contract, and it is important that the work be vigorously performed until completion. For services that are not provided in accordance with the metrics specified in RFP Section 3.4.6 Service Level Measurements below, the Contractor shall be liable for liquidated damages in the amount provided for in this RFP, specifically RFP Section 3.5.

The parties agree that any assessment of liquidated damages shall be construed and treated by the parties not as imposing a penalty upon the Contractor, but as liquidated damages to compensate the MHBE for the Contractor's failure to timely complete any Contract work.

SLA Effective Date

Although the SLAs set forth herein shall be in effect beginning with the commencement of services as of the NTP date, liquidated damages shall not be assessed for the first 120 days of the Contract. The Contractor shall be responsible for complying with all performance measurements and shall also ensure compliance by all subcontractors.

SLA Reporting

The Contractor shall provide a monthly report, with submitted invoice, via email, to the Contract Monitor evidencing the attained level for each SLA set forth herein.

Credit for failure to meet SLA

Contractor's failure to meet an SLA will result in assessment of liquidated damages (refer to RFP Section 3.5 Liquidated Damages) and not as a penalty, to the contracted payment for the month payable by the MHBE during the month that the Contractor fails to meet an SLA. The MHBE, at its option, may deduct an amount due as liquidated damage from any money payable to the Contractor or may bill the Contractor as a separate item.

Root Cause Analysis

If the same SLA is not met more than once within that month, the Contractor shall conduct a root cause analysis. Such root cause analysis shall be provided upon request of the Contract Monitor.

Service Level Metrics and Measurements

The Contractor shall comply with the following metrics and measurements:

SLA ID	Scope of Work Section	Requirement	Metric/Calculation	Minimum Service Level Required per Month
3.4.2.1	2.3	Automated and Manual Ad Hoc Outbound Notice Mailing	Number of notices received in file/number of notices mailed	<u>92% of notices mailed within 2 business days upon receipt of file</u>
3.4.2.2	2.3	Medicaid Managed Care Organization (MCO) Enrollment Packet Production and Mailing	Number of packet fulfillment requests received/number of packets mailed	<u>92% of packets mailed within 5 business days upon receipt</u>
3.4.2.3	2.3	Inbound Document Processing Services	Number of documents received, date stamped and imaged	<u>92% of received documents to be imaged and indexed within 1 business day</u>
3.4.2.4	2.3	Medicaid Card Printing & Mailing	Number of card recipients received in file/number of notices mailed	<u>92% of cards mailed within 2 business days upon receipt of file</u>

3.4.3 Liquidated Damages

It is agreed by the MHBE and Contractor that:

- a. If the Contractor does not provide or perform the requirements referred to or listed in RFP Section 3.4.2 damage(s) to the MHBE will result.
- b. Proving such damage(s) will be costly, difficult, and time consuming.
- c. The damage figures listed below in RFP Section 3.5.4 represent a good faith effort to quantify the range of harm that could reasonably be anticipated at the time of the making of the Contract and such liquidated damages are not considered a penalty.
- d) Nothing in this provision shall be construed as relieving the Contractor from performing all Contract requirements whether listed herein or not, nor is the MHBE's right to enforce or to seek other remedies for failure to perform under any other Contract duty hereby diminished.
- e) Remedies of the MHBE specified in this section or elsewhere in the Contract for breach or failure of performance by the Contractor shall in no way limit any other remedies available to the MHBE under the Contract; under any statute or regulation; or at law or in equity. All rights, powers and remedies shall be cumulative and concurrent. Any failure of MHBE to exercise a remedy shall not be a waiver of any breach or non-performance by the Contractor nor shall it prevent MHBE from later exercising that or any other remedy.
- f) The Contract will be used by MHBE to monitor Contractor performance and will provide the basis for determining liquidated damages.

3.4.3.1 Liquidated Damages Assessment: Collections, Withholds

- a) Once MHBE has determined that liquidated damages are to be assessed, MHBE shall notify the Contractor of the assessment (or assessments). At MHBE's discretion, the assessment notice may direct payment of the assessment by the Contractor. If payment is thus directed, the Contractor shall pay the assessment within thirty (30) calendar days of receipt of the assessment notice unless directed otherwise by the MHBE. If MHBE determines that any damage was caused in part by MHBE or another Contractor, MHBE may reduce damage assessment against the Contractor proportionately.
- b) Any liquidated damages assessment may also be collected, at MHBE's discretion, by withholding the funds from any payment (or payments) due the Contractor after the date of assessment.

3.4.3.2

Conditions for Termination of Liquidated Damages

As determined appropriate by the MHBE, the following are the conditions under which the Contractor may obtain relief from the continued assessment of liquidated damages which have been imposed.

- a) Except as waived by the MHBE, no liquidated damages imposed on the Contractor shall be terminated or suspended until the Contractor issues a written notice of correction to the MHBE, as acceptable in the sole discretion of the MHBE, verifying the correction of condition(s) for which liquidated damages were imposed.
- b) The necessary level of documentation to verify corrections will be determined by the MHBE; the MHBE is the sole judge of the accuracy of any such documentation provided.
- c) The Contractor shall certify that each SLA breach is corrected.

3.4.3.3 Severability of Individual Liquidated Damages Clauses

If any portion of any provision on liquidated damages in the Contract, including as set forth in this RFP incorporated into it, is determined to be unenforceable in one or more of its applications, the remaining portion remains in effect in all applications not determined to be invalid that are severable from the invalid applications. If any portion of this liquidated damages provision is determined to be unenforceable in total, the other portions shall remain in full force and effect.

3.4.3.4 Assessment of Liquidated Damages

MHBE will not pay 100% of the contracted amount due to the Contractor in a month if SLA measures achieved for the month are less than the percentages specified in the RFP Section 3.4.6. For months in which SLA measures are not met, the contracted payment for the month will be deducted in the percentages specified in the table below. The percentage deductions correspond to the specific SLA ranges achieved by the Contractor for the various requirements.

SLA ID#	Requirement	SLA Measurement	SLA Measurement Achieved	Liquidated Damages Deduction
3.4.4.1	Automated and Manual Ad Hoc Outbound	92% of notices mailed within 2 business days upon receipt of file	<92%	5% of total monthly System and Manual Outbound

	Notice Mailing			Mailing unit costs as billed excluding postage pass thru
3.4.4.2	Medicaid Managed Care Organization (MCO) Enrollment Packet Production and Mailing	92% of packets mailed within 5 business days upon receipt	<92%	5% of total monthly MCO Packet unit costs as billed excluding postage pass thru
3.4.4.3	Inbound Document Processing Services	92% of received documents to be imaged and indexed within 1 business day	<92%	10% of total monthly Inbound Document Imaging unit costs as billed excluding postage pass thru
3.4.4.4	Medicaid Card Printing & Mailing	<u>92% of cards mailed within 2 business days upon receipt of file</u>	<92%	5% of total monthly Medicaid Card unit costs as billed excluding postage pass thru

3.4.4.5 Problem Escalation Procedure

No later than ten (10) Business Days after notice of recommended award or after the date of the Notice to Proceed, whichever is earlier, the Contractor must provide, and thereafter, maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes and must include:

- A. Contact information
- B. The process for establishing the existence of a problem;
- C. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- D. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
- E. Expedited escalation procedures and any circumstances that would trigger expediting them;
- F. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
- G. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
- H. A process for updating and notifying the Contract Monitor of any changes to the PEP.
- I. The PEP must be updated within ten (10) Business Days after any change in circumstance which changes the PEP but not less than annually within ten (10) Business Days after the start of each Contract year .

Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.5 Work Orders

THIS SECTION IS INAPPLICABLE TO THIS RFP.

3.6 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

3.7 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, **Section 31** "Prompt Pay Requirements" (see **Exhibit 2 - Sample Contract**). Additional information is available on GOSBA's website at: <http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

3.8 Federal Funding Acknowledgement

There are programmatic conditions that apply to the Contract due to federal funding (see **Attachment H**).

The total amount of federal funds allocated for the **Maryland Health Benefit Exchange** is \$ 583,805,185 in Maryland State fiscal year **FY26**. This represents **81.28%** 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.

The Contract contains federal funds. The source of these federal funds is: **Medicaid and State Innovation Waiver under Section 1332 of the Affordable Care Act**. The CFDA numbers are: **93.778 and 93.423, respectively**. The conditions that apply to all federal funds awarded by the State are contained in Federal Funds **Attachment H**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment H** and Offerors are to complete and submit these Attachments with their Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the Contract.

3.9 Conflict of Interest Affidavit and Disclosure

The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment I**) and submit it with its Proposal.

By submitting a Conflict of Interest Affidavit and Disclosure, the 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.

Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

Participation in Drafting of Specifications: Disqualifying Event: Offerors 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 Offeror submitting a Bid in violation of this provision shall be classified as "not responsible."

3.10 Non-Disclosure Agreement

3.10.4 Non-Disclosure Agreement (Offeror)

Certain confidential information is necessary to disclose to potential Offerors before Offerors can submit their proposals and may be available for potential Offerors to obtain electronically or to review hard copies at a location identified by the Procurement Officer. If such confidential information is identified, Offerors are required to sign a Non-Disclosure Agreement in the form of **Attachment 3 – Non-Disclosure Agreement (Bidder/Offeror)** prior to the confidential information being provided by the Procurement Officer.

3.10.5 Non-Disclosure Agreement (Contractor)

This solicitation and any Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment S**. 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 Proposal.

3.11 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All Bidders should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations website for Maryland Healthy Working Families Act Information: <https://dllr.state.md.us/paidleave/>.

3.12 The State of Maryland’s Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

Maryland’s State Finance & Procurement Article §14-410 defines environmentally preferable purchasing as “the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose.” Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

3.13 Insurance Requirements

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

3.13.4 The following type(s) of insurance and minimum amount(s) of coverage are required:

- A. Commercial General Liability - One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and three million dollars (\$3,000,000) annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
- B. Cyber Security / Data Breach Insurance – Five million dollars (\$5,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State’s claimants or employers is processed or stored. [[This insurance is required for some types of IT service offerings hosted by the contractor or if the contractor handles certain types of State data. Agency information security officers (if any) and AAGs should be consulted before including this insurance requirement in a solicitation. Remove if not applicable.]]
- C. Worker’s Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’

Compensation Act, and the Federal Employers' Liability Act, to not be less than. one million dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.

D. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland. [[This insurance is required if the contractor is driving as part of the requirements of the contract, eg. Armored Car Services, Deliveries, Courier Services. Remove if not applicable.]]

3.13.5 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.

3.13.6 All insurance policies shall be endorsed to include a clause requiring the insurance carrier to provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are canceled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.

3.13.7 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.

3.13.8 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.

3.13.9 Subcontractor Insurance

The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.14 Non-Compete Clause Prohibition

The State of Maryland seeks to maximize the retention of personnel working under the Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's employees and agents filling the positions set forth in the staffing requirements of **Section 2.4 Experience and Personnel** working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business. For purposes of this solicitation and the resulting Contract:

3.15 INFORMATION SECURITY REQUIREMENTS

- a) "Relevant subcontractor" includes any subcontractor that assists the Contractor in the critical functions of the Contract, handles PII, and/or assists with any related implemented system, excluding subcontractors that provide secondary services that are not pertinent to assisting the Contractor in the critical functions of the Contract, handling PII, and/or assisting with any related implemented system.
- b) The Contractor, including any relevant subcontractor(s), shall implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry standards for information Security such as those listed below, and shall ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of this solicitation and resulting Contract.

To ensure appropriate data protection safeguards are in place, the Contractor and any relevant subcontractor(s) shall at a minimum implement and maintain the following information technology controls at all times throughout the life of the Contract, as well as any additional controls set forth in the Non-Exchange Entity Agreement attached as Attachment J to this RFP. The Contractor and any relevant subcontractor(s) may augment this list with additional information technology controls.

- a) The Contractor shall remain compliant with *Acceptable Risk Controls for ACA, Medicaid, and Provider Entities (ARC-AMPE)*, as the same may be updated from time to time, Department of Health and Human Services regulations set forth in 45 CFR Parts 155, 156, and 157 including but not limited to 45 C.F.R. § 155.260.
- b) Establish separate production, test, and training environments for systems supporting the services provided under this Contract and ensure that production data is not replicated in the test and/or training environment unless it has been previously anonymized or otherwise modified to protect the confidentiality of PII.
- c) Apply hardware and software hardening procedures as recommended by the manufacturer to reduce the Contractor/subcontractor's systems' surface of vulnerability. The purpose of system hardening procedures is to eliminate as many security risks as possible. These procedures may include but are not limited to removal of unnecessary software, disabling or removing of unnecessary services, the removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor/subcontractor's system configuration files.
- d) Establish policies and procedures to implement and maintain mechanisms for regular internal vulnerability testing of operating system, application, and network devices supporting the services provided under this Contract. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the Contractor's and/or subcontractor's Security policy. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The MHBE shall have

the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.

- e) Where website hosting or Internet access is the service provided or part of the service provided, the Contractor and any relevant subcontractor(s) shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the Contractor's and subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The MHBE shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
- f) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation.
- g) Enforce strong user authentication and password control measures over the Contractor/subcontractor's systems supporting the services provided under this Contract to minimize the opportunity for unauthorized system access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with ARC-AMPE. Ensure State data, including any PII, under this service is not processed, transferred, or stored outside of the United States and is not subject to Access outside the United States.
- h) Ensure that State data is not commingled with the Contractor's and subcontractor's other clients' data through the proper application of data compartmentalization Security Measures. This includes but is not limited to classifying data elements and controlling access to those elements based on the classification and the user's Access or security level.
- i) Apply data encryption to protect State data, especially PII, from improper disclosure or alteration. Data encryption should be applied to State data in transit over networks and, where possible, State data at rest within the System, as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2.

<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>

- j) Enable appropriate logging parameters on Systems supporting services provided under this Contract to monitor user Access activities, authorized and failed Access attempts, System exceptions, and critical information security events as recommended by the operating system and application manufacturers consistent with ARC-AMPE.

- k) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and perform remediation, if required. The MHBE shall have the right to inspect these policies and procedures and the Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under this Contract.
- l) Ensure System and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of PII from unauthorized Access as well as the separation of production and non-production environments.
- m) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating Systems supporting the services being provided under the Contract from unsolicited and unauthenticated network traffic.
- n) Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- o) Ensure that the Contractor's and any subcontractor's personnel shall not connect any of their own equipment to a State LAN/WAN without prior written approval by the State. The Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor/subcontractor-owned equipment to a State LAN/WAN.

Incident Response Requirement

- a) By submitting a Proposal in response to this RFP, the Offeror agrees that it shall execute a Non-Exchange Entity Agreement in the form attached to this RFP as Attachment I. By submitting its offer, the Offeror further agrees that it will and abide by all provisions therein, including all Incident and Breach reporting requirements. Execution of the Non-Exchange Entity Agreement is a condition precedent to final award.
- b) All Offerors who submit a Proposal in response to this RFP shall be presumed to have read the Non-Exchange Entity Agreement and familiarized themselves with its requirements, including the one-hour Incident reporting requirement mandated by the Centers for Medicare and Medicaid Services in its Computer Matching Agreement with MHBE.
- c) By submitting a Proposal in response to this RFP, the Offeror further agrees that, should it be awarded a Contract under the RFP and become a Contractor, it shall notify MHBE's Chief Compliance Officer and Chief Information Security Officer when any Contractor and/or subcontractor system that may access, process, or store State data or work product is subject to unintended access or attack. Unintended access or attack includes compromise by computer malware, malicious search engine, credential compromise or Access by an individual or automated program due to a failure to secure a system or adhere to established security procedures. Such notification shall be made to each of the Chief Compliance Officer and the Chief Information Security Officer within one (1) hour of the discovery of the unintended Access or attack by either interactive verbal communication or electronic correspondence.

This Section shall survive expiration or termination of the Contract.

3.16 Required IT System Security and Privacy Self-Assessments and Audits

This section applies to the Contractor and any relevant subcontractor who provides services for the MHBE's identified critical functions, handles PII, and/or hosts any related implemented system for the State under the Contract. For purposes of this section, "relevant subcontractor" includes any subcontractor that assists the Contractor in the critical functions of the Contract, handles PII, and/or assists with any related implemented system, excluding subcontractors that provide secondary services that are not pertinent to assisting the Contractor in the critical functions of the Contract, handling PII, and/or assisting with any related implemented system.

The Contractor shall have annual audits performed, by independent audit firms with expertise in and/or certification to perform the separate audits, of the Contractor's choosing, of the Contractor's and any relevant subcontractor's handling of PII and the MHBE's critical functions, which are the mission critical information technology systems and applications that encompass the back-end operations and online portal for Consumers, who purchase and enroll in qualified plans, as well as Call Center or Help Desk Services, and Records Retention Services. These services provided by the Contractor and any relevant subcontractor that shall be covered by the audits will collectively be referred to as the "Information Functions and/or Processes." Such audits shall be performed in accordance with the (1) audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy ("SOC 2 Type 2") as published by the American Institute of Certified Public Accountants ("AICPA") and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA and (2) the most current version of Acceptable Risk Controls for ACA, Medicaid, and Provider Entities ("ARC-AMPE) promulgated by the United States Centers for Medicare & Medicaid Services ("CMS") to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows.

The first type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Audit" or "SOC 2 Report"). The initial SOC 2 Audit shall be scheduled and completed within a timeframe to be specified by the Contract Monitor. All subsequent SOC 2 Audits that are arranged after this initial audit shall be performed on an annual basis and submitted to the Contract Monitor not later than June 30 for the preceding State fiscal year.

The SOC 2 Audit shall report on the Contractor's and any relevant subcontractor's system(s) and the suitability of the design and operating effectiveness of controls of the Information Functions and/or Processes to meet the requirements of the Contract, including the Security Requirements identified in Section 3.8, relevant to the following trust principles: Security, Confidentiality, and Privacy as defined in the aforementioned Guidance.

The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Confidentiality, Processing Integrity, and/or Privacy) to accommodate any changes to the Contractor's and any relevant subcontractor's environment since the previous SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and/or Processes through modifications to the Contract, or due to changes in information technology or operational infrastructure implemented by the Contractor and/or subcontractor. The Contractor and any relevant subcontractor shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.

The scope of the SOC 2 Report shall include work performed by any subcontractors that provide essential support to the Contractor for the Information Functions and/or Processes for the services provided to the MHBE under the Contract. The Contractor shall ensure the audit includes all subcontractors operating in performance of the Contract.

All SOC 2 Audits, including those of the Contractor and any relevant subcontractor, shall be performed at no additional expense to the MHBE.

The Contractor and all relevant subcontractors shall promptly provide a complete copy of the final SOC 2 Report(s) to the Contract Monitor upon completion of each SOC 2 Audit engagement.

The Contractor shall provide to the Contract Monitor, within 30 calendar days of the issuance of each SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in a SOC 2 Report. The

corrective action plan shall identify in detail the remedial action to be taken by the Contractor and/or subcontractor(s) along with the date(s) when each remedial action is to be implemented.

If the Contractor, including any relevant subcontract, currently has an annual information security assessment performed that includes the operations, systems, and repositories of the Information Functions and/or Processes being provided to the MHBE under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the MHBE will determine in consultation with appropriate State government technology and audit authorities whether the Contractor's and any relevant subcontractor's current information security assessments are acceptable in lieu of the SOC 2 Report(s).

Acceptable Risk Controls for ACA, Medicaid, and Provider Entities (“ARC-AMPE”), Volume II, Audit

The second type of audit to be performed annually is ARC-AMPE Volume II. A complete independent assessment of the applicable systems must be conducted prior to Go Live. The applicable systems are defined, but not limited to, systems that transmit or store PII such as: Remote Access/VPNWork Stations, Active Directory, ACD (automatic call distributor), and Contractor Network.

An ARC-AMPE Volume II privacy and security assessment, as defined above, shall be performed every three hundred sixty-five (365) days. Each of the audits, self-assessments, and plan of action and milestones (POAMs) shall be completed and provided to the Contract Monitor and the MHBE CISO or designee within 30 days of the completion of the assessment or audit.

MHBE Director of Compliance and Privacy and IT Security Officer shall provide feedback to the.

The Contractor's Information Security staff shall participate in weekly meetings held by the MHBE CISO or designee, to provide updates on Contractor's POAMs and continuous monitoring efforts throughout the life of the contract. POAM's will be tracked and added to the MHBE POAM and the contractor will be responsible for resolving findings and security flaws.

The Contractor may be subject to additional audits, conducted by the State of Maryland and/or the United States Department of Health and Human Services, and shall make available information security, privacy and/or operational personnel to fully participate in and provide artifacts and information responsive to the audit within a reasonable timeframe upon request.

If the Contractor and any relevant subcontractor fails during the Contract term to obtain an annual SOC 2 Report or an independent external ARC-AMPE audit by the date specified in RFP Section 3.13.1 and 3.13.2, respectively, the MHBE shall have the right to retain an independent audit firm to perform an audit engagement of the requisite audit of the Information Functions and/or Processes utilized or provided by the Contractor and any relevant subcontractor under the Contract. The Contractor and any relevant subcontractor agree to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s) and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement. The MHBE will invoice the Contractor for the expense of the audit or deduct the cost from future payments to the Contractor.

3.17 CRIMINAL BACKGROND CHECK

The Contractor shall obtain from each prospective employee a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Maryland State Police and/or FBI background check and shall provide the Contract Monitor with completed checks on all new employees prior to assignment. The Contractor may not assign an employee with a criminal record to work under this Contract unless prior written approval is obtained from the Contract Monitor.

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Proposal Submission Information and Instructions

4.4 eMaryland Marketplace Advantage (eMMA)

eMMA is the electronic commerce system for the State of Maryland. The RFP, Pre-Proposal Conference (Conference) summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.

To receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process and then follow the prompts.

4.5 Electronic Means

The following transactions related to this procurement and any Contract awarded pursuant to it are not authorized to be conducted by electronic means:

- A. Submission of Bond documents determined by the State to require original signatures; or
- B. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

Any e-mail transmission is only authorized to the email addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

"Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.

4.6 Pre-Proposal Conference

If a Conference will be held, the date, time, and location is indicated on the **Key Information Summary Sheet**. Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals. If the solicitation includes an MBE participating goal, failure to attend the Conference will be taken into consideration as part of the evaluation of an offeror's good faith efforts if there is a waiver request.

It is highly recommended that all Prime Contractors bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the RFP requirements and the socio-economic goals for this solicitation.

MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime contractors.

In order to assure adequate accommodations at the Conference, please email the completed **Attachment 2** for those expected to attend the Conference to the Procurement Officer no later than the time and date indicated on the **Key Information Summary Sheet**. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. Reasonable effort will be made to provide such special accommodation.

If the Conference is in person, attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.

4.7 Questions

All questions, including concerns regarding any applicable MBE participation goals, shall identify in the subject line the Solicitation Number and Title for this RFP, must be submitted in writing via e-mail or eMMA to the Procurement Officer no later than the date and time specified in 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 Proposal due date.

- 4.7.4 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments and posted on eMMA.
- 4.7.5 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the State unless it issues an amendment to the solicitation in writing.

4.8 Proposal Due (Closing) Date and Time

Proposals must be received by the Procurement Officer no later than the Proposal due date and time indicated on the **Key Information Summary Sheet** to be considered. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after that date will not be considered. Requests for extension of this date or time shall not be granted.

For Proposals accepted via email, the time stamp to indicate receipt of the Proposal by the State, is the posted date and time in the Procurement Officer's email inbox.

Proposals 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 Proposals.

Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.

Potential Offerors not responding to this solicitation are requested to submit the "No Bid/Proposal Notice/Vendor Feedback" form **Attachment 1**, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.9 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror's Proposal to meet the requirements of this RFP.

4.10 Public Information Act Notice

The Offeror should give specific attention to the clear identification of those portions of its Proposal 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 (See also RFP **Section 5.3.2. Table A, Tab B** "Claim of Confidentiality"). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

4.11 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

4.12 Duration of Proposals

Proposals submitted in response to this RFP are irrevocable for the latest of the following: **170** days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

4.13 Revisions to the RFP

- 4.13.4 All revisions to the RFP before the due date for Proposals will be published in an addendum to the RFP and posted on eMMA and reasonable effort will be made to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It is the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.
- 4.13.5 Offerors shall acknowledge receipt of all addenda to this RFP issued before the Proposal due date in the Transmittal Letter accompanying the Offeror's Technical Proposal.
- 4.13.6 Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.13.7 Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.
- 4.13.8 Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

4.14 Cancellations

- 4.14.4 This RFP may be cancelled as provided in COMAR 21.06.02.02.
- 4.14.5 The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.
- 4.14.6 The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 4.14.7 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 4.14.8 If the services that are the subject of the RFP are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public

institution of higher education, then the RFP may be canceled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.15 Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

4.16 Protest/Disputes

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

4.17 Offeror Responsibilities

- 4.17.4 An Offeror, 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 Contract performance regardless of subcontractor participation in the work. Offerors must be able to provide all goods and services and meet all of the requirements requested.
- 4.17.5 If applicable, subcontractors utilized in meeting the established MBE participation goal(s) for this solicitation shall be identified using Attachment D or Attachment E as appropriate. Guidance for completing the Attachments is provided in the appropriate Appendix or Appendices to this RFP (see “Appendix 4 - MBE Participation Goal” and “Appendix 5 - VSBE Participation Goal”).
- 4.17.6 If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror’s Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.17.7 A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror’s experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent’s participation as determined by the State.

4.18 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as **Exhibit 2 – Sample Contract**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror’s Proposal. The State reserves the right to accept or reject any exceptions.**

4.19 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

4.20 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at 123 Market Place Baltimore, MD 21202. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. The Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

4.21 False Statements

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

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

- A. Falsify, conceal, or suppress a material fact by any scheme or device;
- B. Make a false or fraudulent statement or representation of a material fact; or
- C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under this section.

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.

5 Proposal Format

5.4 Two Part Submission

Offerors shall submit Proposals in separate volumes (or envelopes):

- A. Volume I –Technical Proposal
 - i. Technical Proposal shall be submitted by the due date and time stated on the Key Information Summary Sheet, page iii of the RFP.
- B. Volume II – Financial Proposal
 - i. Financial Proposal shall be submitted by the due date and time stated on the Key Information Summary Sheet, page iii of the RFP.
- ii. Financial Proposal shall be submitted by the due date and time designated by the Procurement Officer after the Technical Proposal evaluations are performed by the State and only to “Qualified Offerors” (COMAR 21.05.03.03).

5.5 Proposal Delivery and Packaging

- 5.5.4 Proposals delivered by courier, postal service, facsimile, or email shall **not** be considered.
- 5.5.5 Pricing information shall not be included in the Technical Proposal. Pricing information shall not be included on the media submitted in the Technical Proposal.
- 5.5.6 Proposals shall only be accepted via the State’s internet-based electronic procurement system, eMMA.
- 5.5.7 The Procurement Officer must receive all electronic Proposal materials by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.
- 5.5.8 Offerors shall provide their Proposals in two separate envelopes through eMMA following the Quick Reference Guides (QRG) labeled “5 - eMMA QRG Responding to Solicitations (RFP)” for double envelope submissions.
- 5.5.9 Two Part (Double Envelope) Submission:
 - A. Technical Proposal consisting of:
 1. Technical Proposal in searchable Adobe PDF format, and
 2. a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.7**), and
 - B. Financial Proposal consisting of:
 1. Financial Proposal entered into the price form spreadsheet within eMMA and all supporting material in <<xxxx>> format,
 2. Financial Proposal in searchable Adobe PDF format,
 3. a second searchable Adobe copy of the Financial Proposal, with confidential and proprietary information removed (see **Section 4.7**).

5.6 Volume I - Technical Proposal

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Only include pricing information in the Financial Proposal (Volume II).

- 5.6.4 In addition to the instructions below, responses in the Offeror's Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., "Section 2.2.1 Response . . .; "Section 2.2.2 Response . . .,"). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").
- 5.6.5 Attachments, Documents, and Information Required with the Technical Proposal (Table A)

The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a **TAB** as detailed below:

Attachments A through E = Proposal will be rejected if the required Attachment is not submitted or is inaccurate or incomplete.

Attachments F through R = Proposal may be rejected if the required Attachment is not submitted or is inaccurate or incomplete.

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab A		<p style="text-align: center;">Title Page and Table of Contents</p> <p>The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.</p>
Tab B		<p style="text-align: center;">Claim of Confidentiality (If Applicable)</p> <p>Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 4.7 "Public Information Act Notice"). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included. Otherwise, note under TAB B - "Not applicable".</p>

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab C	F	<p>Offeror Information Sheet</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-F.-Bidder-Offeror-Information-Sheet.pdf</p>
Tab D		<p>Executive Summary & Acknowledgement of all addenda to this RFP.</p> <p>The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.”</p> <p>In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see Section 2.3 “Offeror Responsibilities”).</p> <p>The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Exhibit 2), or any other exhibits, appendices, supplementals, or attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. Exceptions to terms and conditions, including requirements, may result in having the Proposal determined to be unacceptable or classified as not reasonably susceptible of being selected for award or the Offeror determined to be not responsible.</p>
Tab E		<p>Minimum Qualifications</p> <p>The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in RFP Section 1. If references are required in RFP Section 1, those references shall be included in Attachment L.</p>
Tab F		<p>Offeror Technical Response to RFP Requirements and Proposed Work Plan</p> <p>The Offeror shall address each RFP requirement (RFP Section 2) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services,</p>

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in Section 2 in order and shall contain a cross reference to the requirement.
		The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in RFP Section 2, Contractor Requirements: Scope of Work . The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
		Implementation Schedule - Offeror shall provide the proposed implementation schedule with its Proposal. Please reference to section 3.2 Transition In/Out
		The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Monitor should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in Section 3.5 .
		Non-Compete Clause Prohibition – To evidence compliance with the non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		Other information as requested for Tab F in the Supplemental .
Tab G		<p>Experience and Qualifications of Proposed Staff</p> <p>The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract including information in support of the Personnel Experience criteria in Section 2.4. Specifically, the Offeror shall:</p>
		Describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
		Include individual resumes for Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation.
		Include letters of intended commitment to work on the project, including letters from any proposed subcontractor(s). If proposed personnel are included, offerors should be aware of restrictions on substitution of Key Personnel prior to RFP award (see Substitution Prior to and Within 30 Days After Contract Execution in Section 2.5.5).
		Provide an Organizational Chart outlining Personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.
		If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.
Tab H		<p>Offeror Qualifications and Capabilities</p> <p>The Offeror shall include information on past experience with similar projects and services including information in support of</p>

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		<p>the Offeror Experience criteria in Section 2.4.1. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:</p> <ul style="list-style-type: none"> • The number of years the Offeror has provided the similar goods and services; • The number of clients/customers and geographic locations that the Offeror currently serves; • The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under the Contract; • The Offeror's process for resolving billing errors; and • An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.
Tab I	L	<p>Reference Checks</p> <p>(Each reference shall be from a customer for whom the Offeror has provided goods or services within the most recent past seven years)</p>
Tab J	M	List of Current or Prior State Contracts
Tab K		<p>Financial Capability. (Submit under TAB K) The Offeror must include in its Bid a commonly-accepted method to prove its fiscal integrity.</p> <p>If available, the Bidder shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).</p> <p>In addition, the Bidder may supplement its response to this Section by including one or more of the following with its response:</p> <ul style="list-style-type: none"> • Dun & Bradstreet Number and Rating; • Standard and Poor's Rating; • Lines of credit; • Evidence of a successful financial track record; and

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		<ul style="list-style-type: none"> • Evidence of adequate working capital.
Tab L		<p style="text-align: center;">Certificate of Insurance</p> <p>The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. (The current insurance types and limits do not have to be the same as described in Section 3.13, but would be the required insurance certificate submission for the apparent awardee.)</p>
Tab M	P	<p style="text-align: center;"><u>Prime Contractor List of ALL Subcontractors</u> <u>Anticipated/Used During Contract</u></p> <p>The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this RFP.</p>
Tab N	N	<p style="text-align: center;">Legal Action Summary</p> <p>This summary shall include:</p> <ul style="list-style-type: none"> • A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action; • A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years; • A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and • In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab O		<p>Economic Benefit Factors</p> <p>If Section 6.2.4 Economic Benefit to State of Maryland are required as an evaluation criterion, see Appendix 8 for guidance.</p>
Tab P	A	<p>Bid/Proposal Affidavit</p> <p>A Bid submitted by the Bidder must be accompanied by a completed Bid/Proposal Affidavit.</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-A.-Bid-Proposal-Affidavit.pdf</p>
	C	<p>Bid Bond</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-C.-Bid-Bond.pdf</p>
	D	<p>MBE Forms D-1A</p> <p>https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</p> <p>IMPORTANT: If this RFP contains different Functional Areas or Service Categories. A separate Attachment D-1A is to be submitted for each Functional Area or Service Category where there is a MBE goal.</p>
	N/A	<p>Veteran-Owned Small Business Enterprise (VSBE) Form E-1A</p> <p>http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf</p> <p>IMPORTANT: If this RFP contains different Functional Areas or Service Categories. A separate Attachment E-1A is to be submitted for each Functional Area or Service Category where there is a VSBE goal.</p>
Tab Q	N/A	Maryland Living Wage Requirements Affidavit of Agreement

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		(for Services and Facilities Maintenance Contracts - See Appendix 6 for Details) https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-G.-Maryland-Living-Wage-Requirements-Affidavit-of-Agreement.pdf
	H	Federal Funds Attachments https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-H.-Federal-Funds-Attachment.pdf
	I	Conflict of Interest Affidavit and Disclosure https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-I.-Conflict-of-Interest-Affidavit.pdf <i>Note: If this solicitation will result in the “selection of a contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract” the Bidder shall provide this Affidavit and other times as requested by the Procurement Officer.</i>
	J	Mercury Affidavit https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-J.-Mercury-Affidavit.pdf
	K	Location of the Performance of Services Disclosure https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-K.-Location-of-the-Performance-of-Services-Disclosure.pdf
	O	Payment of Employee Healthcare Expenses Certification https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-O.-Payment-of-Employee-Healthcare-Expenses-Certification.pdf
	Q	Labor Resume Form <i>(See Specific Document Provided by Procurement Officer)</i>

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
	R	<p>Corporate Diversity Addendum</p> <p><u>https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-R.-Corporate-Diversity-Addendum.pdf</u></p> <p>This addendum is required to be submitted with a BID or PROPOSAL when the contract award is estimated to be <u>\$1,000,000 or more.</u></p> <p><i>Note: This document is for data collection only.</i></p>

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5.7 Volume II – Financial Proposal

TABLE A (Continued) - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Financial Proposal submitted separately from Technical Proposal	B	<p>The Price Form (as specified within eMMA)</p> <p>Do not alter this Price Form or leave blank any items on the Price Form or include additional clarifying or contingent language on or attached to the Price Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the State.</p> <p>The Price Form must be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Price Form.</p> <p>(See Appendix 2 for specific Price Form Instructions.)</p>

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6 Evaluation and Selection Process

6.4 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the protestaria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The MHBE reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.5 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

Offeror's Technical Response to Requirements and Work Plan

The State prefers the 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 address and demonstrate an understanding of the work requirements and include plans to meet or exceed them.

- 6.5.4 Experience and Qualifications of Proposed Staff
- 6.5.5 Offeror Qualifications and Capabilities, including proposed subcontractors
- 6.5.6 Economic Benefit to State of Maryland (See **Appendix 8. Economic Benefit Factors**)

6.6 Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.5.2.D**) will be ranked from the lowest price (most advantageous) to the highest price (least advantageous) based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on Attachment B - The Price Form.

6.7 Reciprocal Preference

- 6.7.4 Although Maryland law does not authorize procuring agencies to favor resident Offerors 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:
 - A. The Maryland resident business is a responsible Offeror;
 - B. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
 - C. The other state gives a preference to its resident businesses through law, policy, or practice; and
 - D. The preference does not conflict with a federal law or grant affecting the procurement Contract.
- 6.7.5 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

6.8 Selection Procedures

6.8.4 General

- A. The Contract 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 Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
- B. With or without discussions, the State may determine the Offeror to be not responsible or the Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.

6.8.5 Selection Process Sequence

- A. 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.
- B. Technical Proposals are 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 Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- C. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- D. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- E. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
Offerors may only perform limited substitutions of proposed personnel as allowed in Section 2.5 (Substitution of Personnel).

6.8.6 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive greater weight than financial factors.

6.9 Documents Required upon Notice of Recommendation for Contract Award RFP Attachments (Table B)

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in **TABLE B - Documents Required upon Notice of Recommendation for Contract Award** below.

TABLE B - Documents Required upon Notice of Recommendation for Contract Award	
Attachment	Attachment Name
D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B 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.
S	Non-Disclosure Agreement (Contractor) https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-S.-Non-Disclosure-Agreement-Contractor.pdf
T	HIPAA Business Associate Agreement https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-T.-HIPAA-Business-Associate-Agreement.pdf
U	Contract Affidavit https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-U.-Contract-Affidavit.pdf
W	Performance Bond https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-W.-Performance-Bond.pdf
1	NON-RESPONSE FORM – ATTACHED SEPARATELY

	MHBE NEEA
Y	

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7 RFP Appendices and Exhibits

The Appendices and Exhibits listed below in Tables C and D are reference documents needed to assist the offerors in preparing their proposals in response to this solicitation. If a specific Appendix or Exhibit is not required for this solicitation, it is listed in the tables as “Not applicable” or “N/A”.

7.4 Appendices (Table C)

TABLE C - APPENDICES	
Appendix #	Appendix Name
1	Abbreviations and Definitions
2	Price Form Instructions
3	MBE Participation Goal
4	Bonds
5	Economic Benefit Factors

7.5 Exhibits (Table D)

TABLE D - Exhibits	
Exhibit #	Exhibit Name
1	MBE, VSBE, and SBR Research Factors Template
2	Sample Contract
3	Deliverable Product Acceptance Form (DPAF) For IT contracts, see sample form online at http://doit.maryland.gov/contracts/Documents/procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf
4	NEEA