



STATE OF MARYLAND

REQUEST FOR PROPOSALS (RFP)

INDEPENDENT ASSESSOR FOR MHBE IT's SECURITY REVIEW

SOLICITATION NO: **BPM045688**

ISSUE DATE: SEPTEMBER 6, 2024

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace Advantage (eMMA) <https://procurement.maryland.gov> should register on eMMA <https://emma.maryland.gov/>

MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.

STATE OF MARYLAND
REQUEST FOR PROPOSALS (RFP)

INDEPENDENT ASSESSOR FOR MHBE IT's SECURITY REVIEW

SOLICITATION NO: BPM045688

KEY INFORMATION SUMMARY SHEET

Request for Proposals	Independent Assessor for MHBE IT's Security Review, IT
Solicitation Number:	BPM045688
RFP Issue Date:	9/6/2024
RFP Issuing Office:	MARYLAND HEALTH BENEFIT EXCHANGE (MHBE)
Procurement Officer:	Shirelle Green, CMPO + GPS 750 Pratt Street, 6 th floor Baltimore, MD 21201
Email:	Shirelle.green1@maryland.gov
Phone Number:	410-547-5181
Proposals are to be sent to:	Submit on emma.maryland.gov under Solicitation Number BPM045688 To submit a proposal, the 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:	September 13, 2024 @ 10am Local Time Hold the Date Pre-Proposal Conference ATC Friday, September 13 · 10:00 – 11:00am Time zone: America/New_York Google Meet joining info Video call link: https://meet.google.com/rht-igbt-nmf Or dial: (US) +1 985-284-0309 PIN: 795 597 635# See Section 4.3 for additional details.

Ending Date and Time for Questions & Answers	September 23, 2024 @10am Local Time
Proposal Due (Closing) Date and Time:	October 06, 2024 @10am Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid/proposal decision is made (see Attachment 1 – No EST Bid Notice/Vendor Feedback Form).
MBE Subcontracting Goal:	An overall Minority Business Enterprise (MBE) 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 subcontract participation goal includes the following subgoals, which have been established for this procurement: <u> </u> % for African-American MBEs; <u> </u> % for Asian-American MBEs; <u> </u> % for Hispanic-American MBEs; and <u> </u> % 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 the Competitive Sealed Proposals method under COMAR 21.05.03.
Multiple or Alternate Bids:	Multiple or alternate Proposals will not be accepted.
Contract Type:	Insert contract Type: Indefinite Quantity with Firm Fixed unit prices.
Contract Duration:	Four Months
Primary Place of Performance:	MHBE – 750 Pratt Street, 6 th floor, Baltimore, MD 21202
SBR Designation:	No
Federal Funding:	Yes

TABLE OF CONTENTS – RFP

1.1	Offeror Minimum Qualifications.....	6
2	Contractor Requirements: Scope of Work	7
2.1	Summary Statement.....	7
2.2	Background and Purpose.....	7
2.3	Substitution of Personnel.....	13
3	Standard Terms and Conditions.....	17
3.1	Contract Initiation Requirements.....	17
3.2	End of Contract Transition	17
3.3	Invoicing.....	17
3.4	Issuing company name, address, and telephone number Payments by Electronic Funds Transfer.....	18
3.5	Prompt Payment Policy	18
3.6	Federal Funding Acknowledgement.....	18
3.7	Conflict of Interest Affidavit and Disclosure	19
3.8	Non-Disclosure Agreement	19
3.9	Insurance Requirements	20
4	Proposal Submission Information and Instructions.....	23
4.1	eMaryland Marketplace Advantage (eMMA)	23
4.2	Electronic Means	23
4.3	Pre-Proposal Conference	23
4.4	Questions	24
4.5	Proposal Due (Closing) Date and Time.....	24
4.6	Economy of Preparation	24
4.7	Public Information Act Notice	24
4.8	Oral Presentation	24
4.9	Duration of Proposals	25
4.10	Revisions to the RFP	25
4.11	Cancellations	25
4.12	Incurred Expenses	26
4.13	Protest/Disputes.....	26
4.14	Offeror Responsibilities.....	26
4.15	Acceptance of Terms and Conditions.....	26
4.16	Compliance with Laws/Arrearages	26

4.17	Verification of Registration and Tax Payment	27
4.18	False Statements	27
5	Proposal Submission Information and Instructions.....	28
5.1	Two Part Submission.....	28
5.2	Proposal Delivery and Packaging.....	28
5.3	Volume I - Technical Proposal.....	30
5.4	Volume II – Financial Proposal.....	38
6	Evaluation and Selection Process.....	39
6.1	Evaluation Committee	39
6.2	Technical Proposal Evaluation Criteria.....	39
6.3	Financial Proposal Evaluation Criteria.....	39
6.4	Reciprocal Preference.....	39
6.5	Selection Procedures.....	40
6.6	Documents Required upon Notice of Recommendation for Contract Award RFP Attachments (Table B).....	41
7	RFP Appendices and Exhibits.....	43
7.1	Appendices (Table C).....	43
7.2	Exhibits (Table D).....	44

Minimum Qualifications

1.1 Offeror Minimum Qualifications

The Offeror must have 10 years of documented experience conducting Security Control Assessment (SCA) consistent with NIST 800-37.

Individuals proposed to work on the security assessment should have at least 5 years of experience performing security assessments and provide at least one senior position with at least 10 years of Security Assessment experience.

***The Offeror must have prior Federal and or State government security assessment experience.**

1.1 In order to meet the requirement of section 1.1 the offeror must provide a resume for all proposed individuals who will be working on the security assessment; the resume(s) **must** demonstrate years of experience, and one(s) reference must support the experience. All references must be on the company's letterhead that is providing the reference.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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 Section 2, from a contract between the selected offeror(s) and the State of Maryland (“State”). The Maryland Health Benefit Exchange will contract an assessor to verify the implementation status and effectiveness of the security and privacy controls. The assessor’s role is to provide an independent security and privacy assessment of the Health Benefit Exchange system (HBX) and to maintain the integrity of the audit process.

The State intends to obtain goods and services, as specified in this RFP, from a contract between the selected Offeror and the State.

This is a single award with up to one awardee. See **RFP Section 6.5 Selection Procedures** for more Contract award information.

The purpose of this solicitation is to procure services that will assist MHBE with verification of the implementation status and effectiveness of the security and privacy controls. Background and Purpose

In legislation adopted on April 12, 2011, the State of Maryland established the authority to create a state-based health insurance exchange known as the Maryland Health Benefit Exchange (MHBE). The MHBE provides Maryland’s residents and small businesses the opportunity to compare rates, benefits, and quality among insurance plans and enroll in products that best suit their needs through a state-based insurance marketplace called Maryland Health Connection. Maryland Health Connection is also the place where Marylanders can go to determine if they are eligible for expanded Medicaid coverage, advance premium tax credits and other assistance designed to make coverage more affordable. MHBE was created after the Affordable Care Act (ACA) — signed into law by President Barack Obama on March 23, 2010 — required States to begin operating a Health Insurance Exchange by Jan. 1, 2014, or to allow the federal government to operate an exchange on their behalf. MHBE prints marketing materials to support the statewide education and outreach effort to inform Marylanders about their options and how to enroll.

Scope of Work

The Maryland Health Benefit Exchange will contract an assessor to verify the implementation status and effectiveness of the security and privacy controls. The assessor’s role is to provide an independent security and privacy assessment of the HBX and to maintain the integrity of the audit process. The assessor will work in conjunction with the Maryland Health Benefit Exchange to complete the *CMS Administering Entity Security and Privacy Plan for the Maryland Health Benefit Exchange (MHBE), Health Benefit Exchange (HBX)*.

The assessment methods include examining documentation, logs, and configurations, interviewing personnel, and testing technical controls.

The assessment will provide the independent assessor with an accurate understanding of the security and privacy controls in place by identifying the following:

- Application or system vulnerabilities, the associated business and system risks, and potential impact
- Weaknesses in the configuration management process, such as weak system configuration settings that may compromise the confidentiality, integrity, and availability of the system
- Security and Privacy policies and control implementation not followed
- Major documentation omissions and/or discrepancies

Security and Privacy Training

Contractors assessing the security and privacy controls will be required to review and attest to MHBE Security, Privacy and Fraud Waste and Abuse training and Acceptable Use Policy before the beginning of the tests accessing PII.

Documents to be Assessed

Security and privacy documentation will be reviewed for completeness and accuracy. Through this process, the assessor will gain insight into whether all controls are implemented as described. The assessor’s review also augments technical control testing. Documents for review are outlined in the *CMS Administering Entity Security and Privacy Plan for the Maryland Health Benefit Exchange (MHBE)*

The assessor must review all security and privacy documentation for completeness and accuracy. Through this process, the assessor will gain insight to determine if all controls are implemented as described. The review also augments technical control testing. Table 1 below provides a list of the core security documents to be reviewed.

Table 1. Core Security and Privacy Documentation

Document Name	MARS-E Control Family	MARS-E Control Number
System Security Plan (SSP)	Planning (PL)	PL-2: Security System Plan
Configuration Management Plan (CMP)	Configuration Management (CM)	CM-9: Configuration Management Plan
Contingency Plan (CP)	Contingency Planning (CP)	CP-2: Contingency Plan
Contingency Plan (CP) Test Plan and Results	Contingency Planning (CP)	CP-4: Contingency Plan Testing
Incident Response Plan (IRP)	Incident Response (IR)	IR-8: Incident Response Plan
Incident Response Plan (IRP) Test Plan	Incident Response (IR)	IR-3: Incident Response Testing and Exercises
Security Awareness Training (SAT) Plan	Awareness and Training (AT)	AT-3: Role-Based Security Training
Training Records	Awareness and Training (AT)	AT-4: Security Training Records
Interconnection Security Agreements (ISA)	Security and Assessment Authorization (CA)	CA-3: System Interconnections
Plan of Action and Milestones (POA&M)	Security and Assessment Authorization (CA)	CA-5: Plan of Action and Milestones
Information Security Risk Assessment (ISRA)	Risk Assessment (RA)	RA-3: Risk Assessment
Privacy Impact Assessment (PIA) or other privacy documents	Authority and Purpose (AP)	AP-1: Authority to Collect
Privacy documents and notices including, but not limited to, PIAs and agreements to collect, use, and disclose PII and Privacy Act Statements	Authority and Purpose (AP)	AP-2: Purpose Specification

Governance documents and privacy policy	Accountability, Audit, and Risk Management (AR)	AR-1: Governance and Privacy Program
Documentation describing the AE privacy risk assessment process, documentation of privacy risk assessments performed by the organization	Accountability, Audit, and Risk Management (AR)	AR-2: Privacy Impact and Risk Assessment

Security and Privacy

Security and Privacy Controls Assessed

The assessor must evaluate the list of MARS-E 2.2 security and privacy controls to ensure the effectiveness of the implementation according to the MARS-E SSP. The assessor’s evaluation will complement the document review.

The assessor will be testing from the following control families:

Security and Privacy Control Family
AC – Access Control
AT – Awareness and Training
AU – Audit and Accountability
CA – Security Assessment and Authorization
CM – Configuration Management
CP – Contingency Planning
IA – Identification and Authentication
IR – Incident Response
MA – Maintenance
MP – Media Protection
PE – Physical and Environmental Protection
PL – Planning
PM – Program Management
PS – Personnel Security
RA – Risk Assessment
SA – System and Services Acquisition

SC – System and Communications Protection
SI – System and Information Integrity
AP – Authority and Purpose
AR – Accountability, Audit, and Risk Management.
DI – Data Quality
DM – Data Minimization and Retention
IP – Individual Participation and Redress
SE – Security
TR – Transparency
UL – Use Limitation

Technical assessment

The assessor must complete the following:

The SAP must be completed by the Assessor. The Framework for Independent Assessment of Security and Privacy Controls requires:

- System compliance with MARS-E
- Underlying infrastructure security posture
- System and data security and privacy posture
- Proper security configuration associated with the database or file structure storing the data
- Technical, managerial, and organizational adherence to the organization’s security and privacy program, policies, and guidance

Security and Privacy Controls Assessment Methodology

The assessment procedures for testing each security and privacy control are in the MARS-E 2.2 SSP and Security and Privacy Assessor Workbook; further details on the MARS-E Assessment Methodology can be found online using the material from the latest [MARS-E Document Suite](#).

Summary

The Assessor will perform an assessment of the security and privacy controls using the methodology described in the MARS-E Document Suite. The results of testing the security requirements will be summarized in the Security Assessment Report (SAR) along with the information that notes whether the control is satisfied or not.

Tests and Analysis Performed

The Security Control Assessment (SCA) will include tests that analyze the application or system and the associated infrastructure. The tests begin with a high-level analysis of the application or system and increase in specificity to eventually include an analysis of each supporting component.

Security and Privacy Controls Technical Testing

Application-specific user accounts that reflect the different user types and roles will be created for the technical assessor to ensure a thorough assessment of the application or system. The technical assessor attempts to expose vulnerabilities associated with gaining unauthorized access to the application or system resources by selecting and employing tools and techniques that simulate vulnerabilities, such as buffer overflows and password compromises.

Configuration Assessment

The purpose of the configuration assessment is to determine whether MHBE security requirements are implemented correctly in the application, system, or system environmental components within the application's boundary.

Documentation Review

The assessor must review all security and privacy documentation for completeness and accuracy. Through this process, the assessor will gain insight to determine if all controls are implemented as described. The review also augments technical control testing.

Personnel Interviews

The assessor will conduct personnel interviews to validate that security and privacy controls are implemented, staff understand and follow documented control implementations, and updated documentation is appropriately distributed to staff. The assessor will interview business, information technology, and support personnel to ensure the effective implementation of operational and managerial security and privacy controls across all support areas. Interviews will be customized to focus on control assessment procedures that apply to individual roles and responsibilities and assure proper implementation and/or execution of security and privacy controls.

Observations

During the course of the assessment, the assessor also observes personnel behavior and the place of physical environmental controls, as applicable, to determine if staff follow the security and privacy policies, procedures, and controls related to the physical environment are in place.

Penetration Test

The assessor must conduct a penetration test to validate the vulnerabilities identified during the scanning phase and to investigate other attack vectors through reconnaissance. By using Penetration testing tools and techniques that simulate vulnerabilities, such as buffer overflows and password compromises, the technical assessor attempts to expose vulnerabilities associated with gaining unauthorized access to the

application or system resources. The assessor must use caution to ensure no inadvertent altering of important system settings that may disable or degrade essential security or business functions. Since many automated testing utilities mimic signs of attack and/or exploit vulnerabilities, the assessor must identify proposed tools that pose a risk to the computing environment in the Security and Privacy Assessment Plan (SAP)

The following list includes common test procedures and techniques of the technical assessment:

- Examination of the implemented access controls and identification and authorization techniques (e.g., log-on with easily guessed/default passwords)
- Tests to determine if the system is susceptible to cross-site scripting (XSS), structured query language (SQL) injection, and/or other commonly exploited vulnerabilities
- Attempts to alter database management system settings
- Attempts to access hidden URLs
- Reviews of application-specific audit log configuration settings
- Determination if sensitive information is encrypted before being passed between the system and browser

Assessment Schedule

The assessor will create and present an assessment schedule to MHBE at the kickoff meeting. The Chief Information Security Officer and Privacy Officer must be invited to the meeting that presents the schedule to MHBE.

Rules of Engagement

The Assessor will provide the Rules of Engagement. The Rules of Engagement (ROE) describes proper notifications and disclosures between the owner of the systems or applications being tested and the assessor. The ROE includes information about automated scan targets and IP address origination information of the automated scans (and other testing tools). The assessor and MHBE will agree upon and sign a ROE agreement.

Test inclusions

Security testing may include but is not limited to the following activities:

- Port scans and other network service interactions and queries.
- Network sniffing, traffic monitoring, traffic analysis, and host discovery.
- Attempted logins or other use of systems with any account name/password.
- Attempted SQL injection and other forms of input parameter testing.
- Use of exploit code for leveraging discovered vulnerabilities.
- Password cracking via capture and scanning of authentication databases.
- Spoofing or deceiving servers regarding network traffic.
- Altering running system configuration except where denial of service would result.
- Adding user accounts.

Test exclusions

Security testing will not include any of the following activities:

- Changes to assigned user passwords.
- Modification of user files or system files.
- Intentional viewing of MHBE staff email, Internet caches, and/or personnel cookie files.
- Access to any Federal Tax Information (FTI) and Personally Identifiable Information (PII).

Communication of test results

Email and reports on all security testing will be encrypted according to Maryland Health Benefit Exchange requirements. Security testing results will be sent and disclosed to approved individuals at Maryland Health Benefit Exchange within fourteen [14] days after all of the security tests have been completed.

The results of testing the security requirements will be summarized in the SAR.

The SAR will be reviewed to verify that each of the CMS requirements noted in the checklist is included in the SAR and analyzed to determine if the information provided adequately addresses the requirement.

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

2.2 Substitution of Personnel

2.2.1 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. The Contractor may not remove Key Personnel 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.

2.2.2 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.

2.2.3 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.

2.2.4 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 at all 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.

A. Key Personnel Replacement

1. To replace any Key Personnel in a circumstance other than as described in **2.5.4.B**, 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.

B. 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.1**.
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.

C. 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.

2.2.5 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 a substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution. Proposed substitutions shall be of equal caliber or higher at 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

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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.

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 in the month following the acceptance of the work by the State.
- B. For Items of work for which there is annual pricing (see **Attachment B**–The Price Form), those items shall be billed in equal monthly installments for the applicable Contract year in the month following the performance of the services or
- C. Invoices for work performed on a labor hour or time and materials basis shall be submitted on or before the 15TH business day of the month following the end of the invoice period.
- D. Invoices for deliverables shall be submitted upon completion and acceptance of the deliverables as defined in **Section 2 of the RFP**.

3.3.2 Deliverable Invoicing

Deliverable invoices shall be made twice, once halfway through the contract at the two-month period (for a sum no greater than half the value of the contract) and secondly, at the end of the contract period all of which will be accompanied with a list of business objectives and deliverables completed and those remaining. Final payment will only be issued after approval from the contract monitor. Payment for deliverables will only be made upon completion and acceptance of the deliverables.

3.4 Issuing company name, address, and telephone number 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

3.5 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.gomdsmbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>

3.6 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 (MHBE) is \$<<federal funds amount>> in Maryland State fiscal year FY25. This represents <<divide federal funds amount by the total of the unit's budget%>>% 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: <<name of federal program for funds source e.g., Medicaid, Ryan White, Title X>>. The CFDA number is: <<insert Catalog of Federal Domestic Assistance number>>. 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.**

3.7 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.”

3.8 Non-Disclosure Agreement

3.8.1 Non-Disclosure Agreement (Bidder/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.

3.8.2 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.

3.9 Insurance Requirements

The requiring of any and all insurance as set forth in these specifications, or elsewhere, shall be in addition to and not in any way in substitution for the other protection provided under the Contract. The Contractor shall provide evidence of third-party legal liability insurance for itself and any subcontractors under the agreement covering claims arising from the operations and services provided under this Contract. All insurances required by this Section shall be effective when Contract commences and shall remain in full force and effect during the Contract term and Renewal Option Period, if exercised, and any extension.

Certificates of Insurance duly issued and certified by the insurance company and evidence of the payment of premiums shall be furnished to the Procurement Officer within ten (10) business days after notice of recommended Contract award. Insurance Certificates shall indicate effective dates and dates of expiration of policies. In the event the Insurance Certificate is not received within the required time or is insufficient respecting the limits and scope specified herein, the Procurement Officer may cancel the award because of breach of contract. Time is of the essence.

The Contractor shall not commence work under this Contract until all the insurance required under this section has been obtained and approved by the MHBE, nor shall the Contractor allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been obtained and approved.

All insurance companies shall be licensed or authorized to do business within the State and subject to approval by the MHBE. No acceptance and/or approval of any insurance by the MHBE shall be construed as relieving or excusing the Contractor, or the Surety of its Bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract.

It is the sole responsibility of the Contractor to ensure that its subcontractors or their subcontractors carry insurance required herein to the extent Contractor wishes to impose on its subcontractor such liability insurance. The Contractor shall be held responsible for compliance and enforcement of the MHBE's insurance requirements and its own requirements and for any modifications or waivers of these insurance requirements as they apply to subcontractors.

The Contractor shall require that the policies of insurance name the MHBE as an additional insured and that each insurer shall provide to the MHBE sixty (60) days written notice of non-renewal, cancellation, or material modification of the insurance policy by either the insurance carrier or the Contractor. Upon notification of nonrenewal or cancellation, the Contractor shall provide replacement coverage effective prior to the expiration of the sixty (60) day notice period, or Contractor may be deemed to be in default of this Contract.

By requiring such coverage, the MHBE shall not be deemed to have waived any immunity from liability which it may otherwise have. An Offeror who seeks to self-insure for the required coverage shall meet all applicable local, State and federal laws and regulations regarding self-insurance and shall submit evidence of such compliance to the MHBE for approval with its Proposal.

The MHBE shall have the right to require that the limits of liability set forth in this Section be raised if in its judgment economic or insurance market conditions warrant. If additional costs are

incurred because of raised limits, the pre-approved additional cost shall be added to the Contract amount.

If any contract of insurance between the Contractor or any subcontractor and its insurance company shall, to any extent, be determined to be void or unenforceable, it is the intention of the parties that such circumstances shall not otherwise affect the validity or enforceability of Contractor's agreements and obligations under the Contract nor the validity or enforceability of such contract of insurance, each of which shall be enforced to the fullest extent permitted by law.

The furnishing of evidence of insurance by certificate or policy copy that is not in conformance with the requirements shall not constitute a waiver of or amendment to, the aforementioned requirements. Any modification or waiver of the requirements shall be provided by the MHBE in writing to the Contractor and agreed to by signature of the Contractor.

1. Liability Insurance

The Contractor shall maintain Comprehensive General Liability Insurance covering the full scope of the Contract with limits of at least One Million Five Hundred Thousand Dollars (\$1,500,000.00) for any one person, and Three Million Dollars (\$3,000,000.00) for any one occurrence for death or personal injury, and Three Million Dollars (\$3,000,000.00) for any one occurrence for property damage; or a Combined Single Limit for Bodily Injury or Property Damage in the amount of Six Million Dollars (\$6,000,000.00).

2. Worker's Compensation

The Contractor shall maintain Workers Compensation Insurance, which shall include Employer's Liability coverage, in amounts as required by State law, 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.

THE REMAINING OF THIS PAGE IS INTENTIONALLY LEFT BLANK

4 Proposal Submission Information and Instructions

4.1 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.

4.2 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.

4.3 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.

4.4 Questions

All questions, including concerns regarding any applicable MBE or VSBE 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.

- 4.4.1 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.
- 4.4.2 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.

4.5 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 an 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 direct mail.
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).

4.6 Economy of Preparation

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

4.7 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.

4.8 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.

4.9 Duration of Proposals

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 120 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.

4.10 Revisions to the RFP

- 4.10.1 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.
- 4.10.2 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.
- 4.10.3 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.
- 4.10.4 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.
- 4.10.5 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.

4.11 Cancellations

- 4.11.1 This RFP may be cancelled as provided in COMAR 21.06.02.02.
- 4.11.2 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.
- 4.11.3 The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 4.11.4 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).
- 4.11.5 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).

4.12 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.

4.13 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).

4.14 Offeror Responsibilities

- 4.14.1 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.
- 4.14.2 If applicable, subcontractors utilized in meeting the established MBE [[Replace with DBE if appropriate]] or VSBE 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”).
- 4.14.3 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.
- 4.14.4 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.

4.15 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.**

4.16 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.

4.17 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.

4.18 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 Submission Information and Instructions

5.1 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.

Financial Proposal submitted at the same time as the Technical Proposal. 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).

5.2 Proposal Delivery and Packaging

- 5.2.1 Proposals delivered by courier, postal service, facsimile, or email shall not be considered.
- 5.2.2 Pricing information shall not be included in the Technical Proposal. Pricing information shall not be included on the media submitted in the Technical Proposal.
- 5.2.3 Proposals shall only be accepted via the State’s internet-based electronic procurement system, eMMA.
- 5.2.4 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 an 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.
- 5.2.5 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.
- 5.2.6 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 submitted as described as attachment B
 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**).
- 5.2.7 Offerors shall submit Proposals by electronic means as described below.

- A. Electronic means includes email to the Procurement Officer address listed on the **Key Information Summary Sheet**.
- B. Any Offeror wishing to deliver a hard copy (paper) Proposal shall contact the Procurement Officer for instructions.

5.2.8 Email submissions

- A. All Proposals shall be password protected.
- B. The password for the Technical Proposal must be different from the password for the Financial Proposal.
- C. Offerors shall provide the Technical Proposal password and Financial Proposal password in accordance with Article D of this Section in a separate email to the Procurement Officer upon request, within one business day, or their Proposal will be deemed not reasonably susceptible of being selected for award. Subsequent submissions of Proposal content will not be allowed.
- D. The Procurement Officer will contact only those Offerors with Technical Proposals that are initially determined to be reasonably susceptible of being selected for award for the Financial Proposal password.
- E. Proposals submitted via email must not exceed 8 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2).
- F. The email submission subject line shall state the RFP and the Solicitation Number found in the **Key Information Summary Sheet** and either “Technical Proposal” or “Financial Proposal.”

5.2.9 Two Part 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 and all supporting material in PDF 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**).

5.2.10 Two Part 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 and all supporting material in excel or word 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**).

5.3 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).

- 5.3.1 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”).
- 5.3.2 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>

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab B		<p>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>
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 &</p> <p>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 4.16 “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		Minimum Qualifications

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		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.
Tab F		Offeror Technical Response to RFP Requirements and Proposed Work Plan
		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, 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. [[Optional language; delete "full row" if inapplicable.]]
		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

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		<p>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.</p> <p>Other information as requested for Tab F in the Supplemental.</p>
<p align="center">Tab G</p>		<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>
		<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.</p>
		<p>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.</p>
		<p>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).</p>
		<p>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.</p>
		<p>If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.</p>
<p align="center">Tab H</p>		<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 the Offeror Experience criteria in Section 2.4.1. The Offeror shall describe how its</p>

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		<p>organization can meet the requirements of this RFP and shall also include the following information:</p> <p>The number of years the Offeror has provided the similar goods and services;</p> <p>The number of clients/customers and geographic locations that the Offeror currently serves;</p> <p>The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under the Contract;</p> <p>The Offeror’s process for resolving billing errors; and</p> <p>An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.</p>
Tab I	L	<p>Reference Checks</p> <p>(Each reference shall be from a customer for whom the Bidder/Offeror has provided goods or services within the most recent past [[ten years]])</p>
Tab J	M	<p>List of Current or Prior State Contracts</p>
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> <p>Dun & Bradstreet Number and Rating;</p> <p>Standard and Poor’s Rating;</p> <p>Lines of credit;</p> <p>Evidence of a successful financial track record; and</p> <p>Evidence of adequate working capital.</p>
Tab L		<p>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</p>

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		to be the same as described in Section 3.14 but would be the required insurance certificate submission for the apparent awardee.)
Tab M	P	<p>Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract</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>Legal Action Summary</p> <p>This summary shall include:</p> <p>A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;</p> <p>A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;</p> <p>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</p> <p>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.</p>
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>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	Bid Bond

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-C.-Bid-Bond.pdf
	D	MBE Forms D-1A https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf 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 an MBE goal.
	N/A - E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf 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.
Tab Q	N/A- G	Maryland Living Wage Requirements Affidavit of Agreement (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 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.
	N/A- J	Mercury Affidavit

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-J.-Mercury-Affidavit.pdf
	N/A- 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
	N/A - 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
	N/A - Q	Labor Resume Form (See Specific Document Provided by Procurement Officer)
	N/A- R	Corporate Diversity Addendum https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-R.-Corporate-Diversity-Addendum.pdf This addendum is required to be submitted with a BID or PROPOSAL when the contract award is estimated to be \$1,000,000 or more. Note: This document is for data collection only.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

5.4 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) 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. 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. (See Appendix 2 for specific Price Form Instructions.)</p>

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

6 Evaluation and Selection Process

6.1 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 evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Maryland Health Benefit Exchange (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 to award.

6.2 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 explaining how the work will be performed. Proposals that 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.

- 6.2.1 Experience and Qualifications of Proposed Staff
- 6.2.2 Offeror Qualifications and Capabilities, including proposed subcontractors
- 6.2.3 Economic Benefit to the State of Maryland (See **Appendix 8. Economic Benefit Factors**)

6.3 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 in Attachment B - The Price Form.

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

6.4 Reciprocal Preference

- 6.4.1 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.
- 6.4.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

6.5 Selection Procedures

6.5.1 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.

6.5.2 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 an 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 ensure 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).** 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 the 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.

6.6 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	<p>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.</p>
N/A - E	<p>VSBE Forms E-1B, E-2, E-3 http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf Important: Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.</p>
S	<p>Non-Disclosure Agreement (Contractor) https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-S.-Non-Disclosure-Agreement-Contractor.pdf</p>
T	<p>HIPAA Business Associate Agreement https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-T.-HIPAA-Business-Associate-Agreement.pdf</p>
U	<p>Contract Affidavit https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-U.-Contract-Affidavit.pdf</p>

<p>N/A- V</p>	<p align="center">DHS Hiring Agreement https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-V.-DHS-Hiring-Agreement.pdf</p>
<p>N/A-W</p>	<p align="center">Performance Bond https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-W.-Performance-Bond.pdf</p>
<p>N/A-X</p>	<p align="center">Payment Bond https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-X.-Payment-Bond.pdf</p>
<p>Y</p>	<p align="center">Date Use Agreement https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/08/Attachment-Y.-Data-Usage-Agreement.pdf</p>

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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”.

7.1 Appendices (Table C)

TABLE C – APPENDICES	
Appendix #	Appendix Name
1	Abbreviations and Definitions
2	Price Form Instructions
N/A- 3	Labor Categories
4	MBE Participation Goal
N/A- 5	VSBE Participation Goal
N/A- 6	Living Wage Requirements
N/A- 7	Bonds
N/A- 8	Economic Benefit Factors

7.2 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/_proucurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf