



Maryland Health Benefit Exchange

REQUEST FOR PROPOSALS

Actuarial Support Services for the State Innovation Waiver

SOLICITATION NO.: # BPM048073

Issue Date: March 10th, 2025

REVISED 3/11/2025

A Prospective Offeror that has received this document from the Maryland Health Benefit Exchange's website, <https://www.marylandhbe.com/solicitations> or <https://emma.maryland.gov>, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFP should immediately contact the Procurement Officer and provide the Prospective Offeror's name and mailing address so that addenda to the RFP or other communications can be sent to the Prospective Offeror.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

In order to help us improve the quality of State Proposals' solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your Proposals. If you have chosen not to submit a Proposal on this Contract, please email this completed form to hix.procurement@maryland.gov

Title: Actuarial Support Services for the State Innovation Waiver

Project No: BPM048073

1. If you have responded with a "no proposal", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with the State of Maryland is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the Proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Proposal requirements (other than specifications) are unreasonable or too risky.
(Explain in REMARKS section.)
- MBE or VSBE requirements. (Explain in REMARKS section.)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
- Other: _____

2. If you have submitted a Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

STATE OF MARYLAND
Maryland Health Benefit Exchange
REP KEY INFORMATION SUMMARY SHEET

Request for Proposals: Actuarial Support Services for the State Innovation
Waiver

Solicitation Number: BPM048073

RFP Issue Date: March 10th, 2025

RFP Issuing Office: Maryland Health Benefit Exchange

Procurement Officer: Shirelle Green
750 East Pratt, Street, 6th Floor
Baltimore, MD 21202
Hix.procurement@maryland.gov

Contract Monitor: Becca Lane
Senior Health Policy Analyst
750 East Pratt Street, 6th Floor
Baltimore, MD 21202

Pre-Proposal Conference: March 19th, 2025, Via Google Meet

meet.google.com/ydw-rgqz-qvb
Phone Numbers
(US)+1 336-904-9328
PIN: 587 930 496#

Questions and Answers: The last day to submit Q&A is March 28th, 2025 @10am est.

Proposal Due (Closing) Date and Time: April 10th, 2025

MBE Subcontracting Goal: N/A

Contract Type: Fixed Unit Price, Indefinite Quantity

Contract Duration: 3 Three Year Base term with 2 One Year Options

Federal Funding: Yes

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1 Minimum Qualifications

The Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

- 1.1 The Offeror's place of business, where the main account team services this Contract, shall be located within the United States. The Offeror shall provide with its Proposal the address of the proposed place of business where the main account team serving this Contract shall be located.
- 1.2 Have at least five (5) years of experience in the review and analysis of health benefit plan rate filings for a State regulatory agency. This experience need not be consecutive but must have occurred within seven years of the date the proposal is submitted. **The Offeror shall provide with its Proposal sufficient business experience references which document this specific experience.**
- 1.3 Employees working on the analysis must possess a bachelor's degree (BA/BS) in accounting, insurance, mathematics, finance, risk management, business administration, or a curriculum related to the successful performance of the required services. **The Offeror shall provide a copy of the resumes of the employees who will work on the analysis demonstrating the applicable academic degree.**
- 1.4 The Offeror has not worked for any of the insurance carriers (**On the Exchanged**) within the last five (5) years. **Please provide an affirmative statement in your proposal that you have not worked for any of the insurance carriers offering plans in the State of Maryland within the last five (5) years.**
- 1.5 The Offeror has an established professional reputation for performing the type of services required under this RFP. **The Offeror should submit at least three business references which attest to this requirement.**

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Maryland Health Benefit Exchange (MHBE) is issuing this Request for Proposals (RFP) to provide actuarial consulting services for health benefit plan state reinsurance program support and other activities as described in Section 2.3.
- 2.1.2 It is the MHBE's intention to obtain services, as specified in this RFP, from a Contract between the selected Offeror and the State. The anticipated duration of services to be provided under this Contract is a base term of three years, starting on or about July 1, 2025, running through June 30, 2028, with two additional one-year options exercised at the sole discretion of the MHBE.
- 2.1.3 The MHBE intends to award a Primary Contract as a result of this RFP. See RFP Section 4.0 for more Contract award information. The successful offeror(s) will be expected to provide contractual assistance when called upon by the MHBE. Work under this Contract shall be performed on an as needed basis, and no minimum or maximum amount of work is guaranteed.
- 2.1.4 An Offeror, either directly or through its subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 2.1.5 Maryland State, County, municipal, and other Maryland governments or government agencies and not-for-profit entities within the State of Maryland may purchase from the Contractor goods or services covered by this Contract at the same prices chargeable to the State.

All such purchases by non-State of Maryland governments, government agencies or not-for-profit entities:

1. Shall constitute Contracts between the Contractor and that government, agency or not-for-profit entity;
2. Shall not constitute purchases by the State or State agencies under this Contract;
3. Shall not be binding or enforceable against the State; and
4. May be subject to other terms and conditions agreed to by the Contractor and the purchaser. The Contractor bears the risk of determining whether or not a government, agency or not-for-profit entity with which the Contractor is dealing is a State of Maryland agency.

All Contract prices, terms, and conditions must be provided to any Maryland local government or not-for-profit entity requesting services under this Contract.

2.2 Background and Purpose

The Maryland Health Benefit Exchange (MHBE) was established in April 2011 in accordance with the Patient Protection and Affordable Care Act of 2010 (ACA). The MHBE is the independent state agency charged with administering the private insurance marketplace in Maryland. The Insurance Article of the Annotated Code of Maryland ("Insurance Article") grants the MHBE broad authority to operate the State-run Marketplace and other matters for compliance with the applicable provisions of the Insurance Article and the Code of Maryland Regulations (COMAR). See Ins. Art. §§ 31-106(c)(1)(iv); 31-108(b)(1); 31-108(b)(10).

Maryland Health Connection has helped to cut the state’s uninsured rate to its all-time low — about 6%, according to the U.S. Census Bureau, from 14% or higher prior to the establishment of the ACA. About 1.4 million Marylanders, or 1 of every 5 Marylanders, are now insured through Maryland Health Connection, including most of the state’s Medicaid enrollees. MHBE has continually worked to refine the consumer experience by improving the MarylandHealthConnection.gov website for ease of use and offering a mobile app, which allows end-to-end enrollment in both private coverage and Medicaid. Nearly 1,000 consumer assistance workers and insurance brokers across the state offer free, in-person enrollment assistance.

In recent years, MHBE has led several innovative programs to improve health insurance affordability and increase enrollment in the individual market. Most significantly, in 2019 Maryland launched a state reinsurance program that has reduced individual market rates by more than 30% compared to 2018, the year prior to the program’s launch. In addition, in 2022 Maryland began offering a state premium subsidy to young adults ages 18-34, the largest remaining block of uninsured individuals, with the goal of improving affordability, increasing young adult enrollment, and further stabilizing the individual market. MHBE is also engaged in efforts to simplify enrollment, including through the Easy Enrollment program, launched in 2020, which allows uninsured individuals to check a box on their state tax return to receive assistance enrolling in coverage, and which is being expanded in 2022 to offer a similar option to individuals filing for unemployment compensation. Through these efforts and others, MHBE continues to pursue its mission to offer affordable health insurance to all Marylanders.

Historical Information

Between 2019 and 2022, the previous Contractor conducted an annual analysis of carrier enrollment data, enrollment data provided by MHBE, and data provided by the Maryland Insurance Administration to recommend annual parameters for the reinsurance program (an attachment point, coinsurance rate, cap, and dampening factor) and update 10-year reinsurance program cost, market impact, and federal funding projections. This has included enrollment and premium projections for the individual market with and without reinsurance.¹ In order to assist MHBE in completing legislatively-required reports, the Contractor has also modeled the cost and market impact of several potential affordability programs, including individual market subsidy designs for young adults, individuals at 400-600% of the federal poverty level, and individuals ineligible for federal premium assistance due to immigration status or the family glitch.² The previous Contractor has also supported implementation of

¹ 2022 reinsurance report and projections available at: <http://www.marylandhbe.com/wp-content/uploads/2021/08/Lewis-Ellis-MHBE-2022-SRP-Report.pdf> ; <http://www.marylandhbe.com/wp-content/uploads/2021/07/Lewis-Ellis-10-Year-Projection.pdf>.

² See appendix 2 of report at [http://dlslibrary.state.md.us/publications/MHBE/SB124Ch104HB196Ch105\(2\)\(2020\)_2020.pdf](http://dlslibrary.state.md.us/publications/MHBE/SB124Ch104HB196Ch105(2)(2020)_2020.pdf) and appendix of report at http://dlslibrary.state.md.us/publications/JCR/2021/2021_44b_2021.pdf

the pilot Maryland young adult subsidy program by providing a daily estimate of 2022 program cost during open enrollment using enrollment data provided by MHBE.

2.3 Scope of Work

The Contractor (Primary and Back-up) must be fully capable of performing all of the requirements specified herein and possess the required qualifications.

2.3.1 General Requirements

State Reinsurance Program Modeling

- 2.3.1.1(A) The Contractor shall build upon previous work for the State Reinsurance Program by requesting from individual market carriers appropriate EDGE files and continuance tables with data from the prior plan year and emerging experience from the current plan year. Continuance tables will include claim and membership information for various claim buckets; and premium and membership information, split by on and off Exchange, as well as other potential breakouts. This data shall be collected annually, with updated data collected as appropriate during the course of the Contractor's analysis. The Contractor shall provide technical assistance to the carriers as necessary to assist them in completing the data submission
- 2.3.1.1(B) The Contractor shall conduct a risk adjustment analysis, regarding the individual market, by analyzing the collected data, including the following:
- I Using the EDGE data for the individual ACA market, develop member-level data for the following year, adjusting for the following:
 - a. Data will be trended, and other adjustments will be made as appropriate.
 - b. The data will be run through the latest federal risk adjustment model to replicate the risk transfers for this population under the expected regulations and guidance.
 - c. Risk transfers will be applied at a member-level such that each member will have an "adjusted claim amount" and a claim premium loss ratio.
 - d. An additional calculation will be made to determine the amount of reinsurance that a carrier would receive for each member. This will result in a secondary view of adjusted claims and claim to premium ratio.
 - II Using the member-level data adjusted to the following year, the Contractor shall summarize the data, both with and without the impact of reinsurance. The Contractor should look at the following segments of the market to understand the impact of the reinsurance program: Metal Level; PPO and HMO; Insurer; Member cost; other relevant market segments. The Contractor shall provide an Excel file that summarizes the results of

the analysis.

- III. The Contractor should make recommendations as to whether an adjustment (a “dampening factor”), with a specified factor, to reinsurance payments is warranted.

- 2.3.1.1(C) Using the collected data, the Contractor shall develop updated 10-year projections for the reinsurance program. These projections shall include projected program cost, federal funding, state funding, enrollment, and premium impact of the reinsurance program. Projections shall include a “without reinsurance” scenario and a “with reinsurance” scenario. Projections shall be updated at least annually. The Contractor may be asked to update projections more frequently to reflect actual or potential market impacts such as changes in the federal premium subsidy structure or to model the impact of changes in program parameters.
- 2.3.1.1(D) Using the collected data and incorporating the analyses described in subsections (B) and (C), the Contractor shall recommend reinsurance parameters for the following year. Parameters are expected to take the shape of a reinsurance attachment point, coinsurance rate, and cap (in addition to the dampening factor referenced in subsection C).
- 2.3.1.1(E) The analyses described in subsections B, C, and D shall be summarized in a report submitted to MHBE annually. The report shall include information on the data used, the methodologies, a summary of findings, a comparison to the most recent past projections with an explanation of any updates and differences, and recommendations. The report will be used to inform the MHBE Board of Trustees’ finalization of program parameters for the following year.

1332 Waiver Applications

- 2.3.1.1(F) MHBE’s current Affordable Care Act Section 1332 State Innovation waiver (a “1332 waiver”) for the state reinsurance program ends on December 31, 2028. MHBE anticipates that a waiver amendment or extension will be requested to keep the reinsurance waiver in place for an additional 5-year period. The Contractor shall provide actuarial and economic analysis necessary to complete the waiver amendment or extension application. The analysis should include:
- I. Actuarial analysis and actuarial certifications to support Maryland’s estimates that the proposed waiver will comply with the comprehensive coverage requirement, the affordability requirement, and the scope of coverage requirement.
 - II. Economic analysis to support Maryland’s estimates that the proposed waiver will comply with the comprehensive coverage requirement, the affordability

requirement, and the scope of coverage requirement, and the Federal deficit requirement, including:

- a. A detailed 10-year budget plan that is deficit neutral to the Federal government, as prescribed by section 1332(a)(1)(B)(ii) of the Affordable Care Act, and includes all costs under the waiver, including administrative costs and other costs to the Federal government, if applicable; and
 - b. A detailed analysis regarding the estimated impact of the waiver on health insurance coverage in Maryland.
- III. Calculate the anticipated amount of the federal pass-through funding. The analysis should project pass-through funding from 2026-2030.

2.3.1.1(G) MHBE may apply for additional 1332 waivers in the future or may modify an existing 1332 waiver application. The contractor shall provide actuarial support for 1332 waiver applications as requested.

Affordability Program Modeling

2.3.1.1(H) The Contractor shall build upon previous work for the state young adult subsidy program by analyzing data provided by MHBE and/or requested from the carriers as appropriate in order to:

- I. Maintain an ongoing projection of the program cost for the current and/or following year, as requested by MHBE.
- II. Project the impact of the subsidy on the individual market.
- III. Make preliminary and final recommendations regarding program parameters for the following year.
- IV. Perform other analyses to support implementation of the young adult subsidy program as requested by MHBE.

2.3.1.1(I) The Contractor shall summarize the analyses described in subsections (H)(I -III) in a report submitted to MHBE annually. The report shall include information on the data used, the methodologies, a summary of findings, a comparison to the most recent past projections with an explanation of any updates and differences, and recommendations. The report will be used to inform the MHBE Board of Trustees' finalization of program parameters for the following year.

2.3.1.1(J) The Contractor shall provide actuarial analysis of other potential affordability programs as requested by MHBE.

Value Plan Support

- 2.3.1.1(K) The Contractor shall support the annual development of MHBE’s standardized plans, called “Value Plans,” by:
- I. Testing designs as requested by MHBE through use of the Federal Actuarial Value Calculator (AVC).
 - II. Making recommendations regarding cost-sharing tradeoffs.
 - III. Providing other services and analyses related to standardized plans and the AVC as requested.

Other Actuarial Support

- 2.3.1.2(L) The Contractor shall provide actuarial analysis to support other legislative reports, studies, or workgroups as requested by MHBE. MHBE and the Contractor will work together to determine the scope of each request, taking into account the availability of data, level of effort, and availability of funds.

2.3.1.3 Deliverables

The Contractor shall provide the MHBE with the following deliverables:

- (A) Weekly meetings with the State Contract Monitor to report on the status of any projects and discuss any issues related to such projects on a continuing basis, until all assigned, outstanding items have been completed. The first weekly meeting will be scheduled no later than one (1) week after the Contract is fully executed. Subsequent weekly meetings will be scheduled at mutually convenient times, and may, in the sole discretion of the State Contract Monitor, be conducted by telephone or other electronic means.
- (B) By January 31st of each contract year, the Contractor will provide preliminary recommendations regarding reinsurance parameters for the following year. These will be used to inform the MHBE Board of Trustees’ establishment of estimated reinsurance parameters for the following year.
- (C) By January 31st of each contract year, if the young adult subsidy program is expected to be in place for the following year, the Contractor will provide preliminary recommendations regarding young adult subsidy program parameters for the following year. These will be used to inform the MHBE Board of Trustees’ establishment of estimated subsidy parameters for the following year.
- (D) By May 30th of each contract year, the Contractor will provide the young adult subsidy report described in Section 2.3.1.1(J).

- (E) By June 30th of each contract year, the Contractor will provide the state reinsurance program report described in Section 2.3.1.1(E).
- (F) By December 1st, 2025, the Contractor will provide the analysis described in Section 2.3.1.1(F) to support a state reinsurance program 1332 waiver extension or amendment application.
- (G) The Contractor shall provide an updated projected cost for the young adult subsidy program daily during open enrollment and weekly outside of open enrollment.
- (H) The Contractor shall provide and iterate upon Actuarial Value Calculator screenshots and Value Plan benefit design matrices during the annual Value Plan modification and/or design process.
- (I) The Contractor shall provide actuarial analysis to support other legislative reports, studies, or workgroups as requested by MHBE according to mutually agreed upon dates.

2.3.2 Corporate Experience

The Contractor must meet the following corporate experience requirements:

- 2.3.2.1. The Contractor shall have an established professional reputation in performing the type of services required under this RFP; and
- 2.3.2.2 The Contractor shall have at least 5 years' experience reviewing health benefit plan rate filings for a State regulatory agency. This experience need not be consecutive but must have occurred within seven years of the date the proposal is submitted. A preference will be given to an Offeror with experience reviewing health benefit plan rate filings impacting Maryland consumers.

2.3.3 Staffing Requirements

The Contractor must meet the following staffing requirements:

- 2.3.3.1 The Lead Reviewer, a Key Personnel position, who will have primary responsibility for overseeing the work on the Contract and sign any final actuarial reports and opinions, must:
 - a. Possess, and maintain for the duration of the Contract term, Fellow of the Society of Actuaries (FSA) or Associate of the Society of Actuaries (ASA) designation and be a member in good standing of the American Academy of Actuaries.

- b. Have at least five (5) years of experience in the review and analysis of health benefit rate filings. This experience need not be consecutive but must have occurred within seven years of the date the proposal is submitted; and
- c. Possess a bachelor's degree (BA/BS) in accounting, insurance, mathematics, finance, risk management, business administration, or a curriculum related to the successful performance of the required services.

2.3.3.2 Other than the person identified as the Lead Reviewer, Team Members who will perform substantive review and analysis for the projects described in the Scope of Work must meet the following requirements:

- a. Have at least two (2) years of experience in the review and analysis of health benefit plan rate filings; and
- b. Possess a bachelor's degree (BA/BS) in accounting, insurance, mathematics, finance, risk management, business administration, or a curriculum related to the successful performance of the required services.

2.3.3.3 By submitting the proposal, the Offeror commits that the Team Members identified in its Proposal will actually perform the assigned work. The MHBE reserves the right to reject and require the replacement of any of the Offeror's Team Members, whether proposed or actually assigned to the project. Any Team Member substitution must be made in accordance with Section 3.7 "Substitution of Personnel".

2.3.4 Additional Requirements

2.3.4.1 Project Management. The Contractor shall designate a "Contract Manager", a Key Personnel position, who shall be responsible for the administration of the Contract, resolving technical questions related to the Contract and monitoring all services to be performed under the Contract. The Contract Manager shall have at least 2-5 years of experience as a Contract Manager. The Contract Manager will be required to interface with the State Contract Monitor on a regular basis during the term of the Contract, and may be required to participate in program management review meetings. No changes in the Contract Manager will be allowed after proposals are submitted or prior to the Contract award. After Contract award, the Contractor is required to notify the MHBE in writing of any change in Contract Manager in accordance with Section 3.7 "Substitution of Personnel".

- 2.3.4.2 The Technical Proposal shall be free of spelling and typographical errors, conform to standard grammatical conventions, and be formatted in a manner that is easily read, including but not limited to sequential page numbering.

- 2.3.4.3 Initial services under the Contract shall not commence until the Procurement Officer has issued a written Notice to Proceed (NTP). Thereafter, additional NTPs may be issued by either the

- 2.3.4.4 Procurement Officer or the State Contract Monitor and shall specify the name of the carrier(s) whose filings are to be reviewed as well as the start date for any service included within this solicitation.

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SECTION 3 – CONTRACTOR REQUIREMENTS

3.1 Insurance Requirements

All insurance required by this section shall be effective when the Contract commences and shall remain in effect during the term of the Contract and renewal option periods, if exercised. Certificates of insurance 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.

All insurance companies shall be licensed or authorized to do business within the State and shall be subject to approval by Exchange.

The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate.

3.2 Security Requirements

3.2.1 Employee Identification.

3.2.1.1 Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.

3.2.1.2 At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.

3.3 Problem Escalation Procedure

3.3.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.

- 3.3.2 The Contractor must provide the PEP no later than ten (10) Business Days after Contract Commencement. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
- a. The process for establishing the existence of a problem;
 - b. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
 - c. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
 - d. Expedited escalation procedures and any circumstances that would trigger expedited them;
 - e. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
 - f. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
 - g. A process for updating and notifying the Contract Monitor of any changes to the PEP.

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

3.4 Invoicing

- a) All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor within 30 days of delivery of services and shall include, at the minimum, the following information:
 - Contractor name
 - Remittance address
 - Federal taxpayer identification number
 - Invoice period
 - Invoice date

- Invoice number
- State assigned Contract number
- State assigned Purchase or Blanket Purchase Order number(s)
- Services provided with supporting documentation providing details
- Amount due

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

- b) The MHBE reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the MHBE with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.

3.5 SOC 2 Type 2 Audit Report

A SOC 2 Type 2 Report is not a Contractor requirement for this Contract.

3.6 MBE Reports

If this solicitation includes an MBE Goal (see Section 4.30), the Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports based upon the commitment to the goal:

1. **Attachment D-4A**, the MBE Participation Prime Contractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer;
2. **Attachment D-4B (if applicable)**, the MBE Prime Contractor Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer; and
3. **Attachment D-5**, the MBE Participation Subcontractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.

3.7 Substitution of Personnel

- 3.7.1 **Continuous Performance of Key Personnel.** Unless substitution is approved per paragraph 3

of this section, Key Personnel shall be the same personnel proposed in the Contractor's Technical Proposal, which will be incorporated into the Contract by reference. Such identified Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under this Contract, as described in the RFP or the Contractor's Technical Proposal, without the prior written approval of the Contract Monitor.

If the Contract is task order based, the provisions of this section apply to Key Personnel identified in each task order proposal and agreement.

3.7.2 **Definitions.** For the purposes of this section, the following definitions apply:

Extraordinary Personal Circumstance – Any circumstance in an individual's personal life that reasonably requires immediate and continuous attention for more than fifteen (15) days and precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual's home that causes a major disruption in the individual's normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

Incapacitating – 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.

Sudden – When the Contractor has less than thirty (30) days' prior notice of a circumstance beyond its control that will require the replacement of any Key Personnel working under the Contract.

3.7.3 **Key Personnel General Substitution Provisions.** The following provisions apply to all of the circumstances of staff substitution described in paragraph 3.7.4 of this section.

1. The Contractor shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute Key Personnel have qualifications at least equal to those of the Key Personnel for whom the replacement is requested.
2. The Contractor shall provide the Contract Monitor with a substitution request that shall

include:

- A detailed explanation of the reason(s) for the substitution request;
- The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
- The official resume of the current personnel for comparison purposes; and
- Any evidence of any required credentials.

3. The Contract Monitor may request additional information concerning the proposed substitution. In addition, the Contract Monitor and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
4. 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 requested Key Personnel replacement.

3.7.4 Replacement Circumstances

3.7.4.1 Voluntary Key Personnel Replacement.

To voluntarily replace any Key Personnel, the Contractor shall submit the substitution request as described in paragraph 3.7.3 of this section to the Contract Monitor at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in paragraph 3.10.4 (2) of this clause, a substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

3.7.4.2 Key Personnel Replacement Due to Vacancy.

The Contractor shall replace Key Personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per Section

3.7.4.1 of this section.)

Under any of the circumstances set forth in this paragraph 3.7.4.2, the Contractor shall identify a suitable replacement and provide the same information or items required under paragraph 3.7.3 of this section 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.

3.7.4.3 Key Personnel Replacement Due to an Indeterminate Absence.

If any Key Personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance 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 or items to the Contract Monitor as required under paragraph 3.7.3 of this section.

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, at the option and sole discretion of the Contract Monitor, the original personnel may continue to work under the Contract, or the replacement personnel will be authorized to replace the original personnel, notwithstanding the original personnel's ability to return.

3.7.4.4 Directed Personnel Replacement.

3.7.4.4.1. The Contract Monitor may direct the Contractor to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 3.7.4.4.2. If after such remediation the Contract Monitor determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible, at least fifteen (15) days notification of a directed replacement will be provided. However, if the Contract Monitor deems it necessary and, in the State's, best interests to remove the personnel with less than fifteen (15) days' notice, the Contract Monitor can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with paragraph 3.7.3 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.

3.7.4.4.2 If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor shall give written notice of any personnel performance

issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within ten (10) days of the date of the notice and shall implement the Remediation Plan immediately 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.

Should performance issues persist despite the approved Remediation Plan, the Contract Monitor will 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 personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Key Personnel at issue.

Replacement or substitution of 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.

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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 a 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 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 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/eMMA.

Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the **Key Information Summary Sheet** for receipt of Proposals.

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

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

4.6 Economy of Preparation

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

4.7 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: 150 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) VIA EMMA:

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

5.2 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 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 via eMMA:
 - A. Technical Proposal consisting of:
 - 1. Technical Proposal in searchable Adobe PDF format, and
 - 2. a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.7**), and
 - B. Financial Proposal consisting of:
 - 1. Financial Proposal entered into the price form spreadsheet within eMMA and all supporting material in 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**).

- 5.2.7 Offerors shall submit Proposals by electronic means via eMMA only
 - A. Electronic means includes via eMMA to the Procurement Officer address listed on the **Key Information Summary Sheet**.
 - B. No Hard paper copies will be accepted. Proposals will only be accepted via eMMA.
- 5.2.8 Email submissions **Not accepted; all proposals will only be accepted via eMMA.**

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 style="text-align: center;">Claim of Confidentiality (If Applicable)</p> <p>Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 4.7 “Public Information Act Notice”). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included. Otherwise, note under TAB B - “Not applicable”.</p>
Tab C	F	<p style="text-align: center;">Bidder/Offeror Information Sheet</p> <p style="text-align: center;">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-F.-Bidder-Offeror-Information-Sheet.pdf</p>
Tab D		<p style="text-align: center;">Executive Summary &</p> <p style="text-align: center;">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</p>

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		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.
Tab E		<p style="text-align: center;">Minimum Qualifications</p> <p>The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in RFP Section 1. If references are required in RFP Section 1, those references shall be included in Attachment L.</p>
Tab F		<p style="text-align: center;">Offeror Technical Response to RFP Requirements and Proposed Work Plan</p> <p>The Offeror shall address each RFP requirement (RFP Section 2) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, 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.</p> <p>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</p>

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		<p>considered contract deliverables must be recognized in the Work Plan.</p> <p>Implementation Schedule - Offeror shall provide the proposed implementation schedule with its Proposal.</p> <p>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.</p> <p>Non-Compete Clause Prohibition – To evidence compliance with the non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.</p> <p>Other information as requested for Tab F in the Supplemental.</p>
Tab G		<p>Experience and Qualifications of Proposed Staff</p> <p>The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract including information in support of the Personnel Experience criteria in Section 2.4. Specifically, the Offeror shall:</p> <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</p>

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		<p>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.</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>Tab H</p>		<p style="text-align: center;">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 organization can meet the requirements of this RFP and shall also include the following information:</p> <ul style="list-style-type: none"> • The number of years the Offeror has provided the similar goods and services; • The number of clients/customers and geographic locations that the Offeror currently serves; • The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under the Contract; • The Offeror’s process for resolving billing errors; and • An organizational chart that identifies the complete structure of the Offeror including any parent company,

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		headquarters, regional offices, and subsidiaries of the Offeror.
Tab I	L	<p style="text-align: center;">Reference Checks</p> <p>(Each reference shall be from a customer for whom the Offeror has provided goods or services within the most recent past five years) and on company's letterhead</p>
Tab J	M	List of Current or Prior State Contracts
Tab K		<p>Financial Capability. (Submit under TAB K) The Offeror must include in its Bid a commonly-accepted method to prove its fiscal integrity.</p> <p>If available, the Bidder <u>shall include</u> Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).</p> <p>In addition, the Bidder may supplement its response to this Section by including one or more of the following with its response:</p> <ul style="list-style-type: none"> • Dun & Bradstreet Number and Rating; • Standard and Poor's Rating; • Lines of credit; • Evidence of a successful financial track record; and • Evidence of adequate working capital.
Tab L		<p style="text-align: center;">Certificate of Insurance</p> <p>The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. (The current insurance types and limits do not have to be the same as described in Section 3.14, but would be the required insurance certificate submission for the apparent awardee.)</p>

TABLE A - Attachments and Documents Required with the Proposal

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

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab P	A	<p>Bid/Proposal Affidavit A Bid submitted by the Bidder must be accompanied by a completed Bid/Proposal Affidavit. https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-A.-Bid-Proposal-Affidavit.pdf</p>
	C-N/A	<p>Bid Bond https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-C.-Bid-Bond.pdf</p>
	D-NA	<p>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 a MBE goal.</p>
	E- N/A	<p>Veteran-Owned Small Business Enterprise (VSBE) Form E-</p>
Tab Q	G- N/A	<p>Maryland Living Wage Requirements Affidavit of Agreement</p>
	H	<p>Federal Funds Attachments https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-H.-Federal-Funds-Attachment.pdf</p>
	I	<p>Conflict of Interest Affidavit and Disclosure https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-I.-Conflict-of-</p>

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		<p style="text-align: center;">Interest-Affidavit.pdf</p> <p style="text-align: center;"><i>Note: If this solicitation will result in the “selection of a contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract” the Bidder shall provide this Affidavit and other times as requested by the Procurement Officer.</i></p>
	J-N/A	Mercury Affidavit
	K	<p style="text-align: center;">Location of the Performance of Services Disclosure</p> <p style="text-align: center;">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-K.-Location-of-the-Performance-of-Services-Disclosure.pdf</p>
	O	<p style="text-align: center;">Payment of Employee Healthcare Expenses Certification</p> <p style="text-align: center;">https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-O.-Payment-of-Employee-Healthcare-Expenses-Certification.pdf</p>
	Q- N/A	Labor Resume Form
	R-N/A	Corporate Diversity Addendum

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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
<p>Financial Proposal submitted separately from Technical Proposal</p>	<p>B</p>	<p>The Price Form (as specified within eMMA) <u>Do not alter this Price Form</u> 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>

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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 reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

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

6.2 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.

6.2.1 Offeror's Technical Response to Requirements and Work Plan

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

6.2.2 Experience and Qualifications of Proposed Staff

6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors

6.2.4 Economic Benefit to 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 on 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 a MBE goal. In addition, a determination is made that the VSBE Utilization Affidavit and subcontractor Participation Schedule (**Attachment E-1**) is included and is properly completed, if there is a VSBE goal.
- B. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- C. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- D. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- E. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

Offerors may only perform limited substitutions of proposed personnel as allowed in Section 2.5 (Substitution of Personnel).

6.5.3 Award Determination

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

**6.6 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-N/A	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B
E-N/A	VSBE Forms E-1B, E-2, E-3
S	Non-Disclosure Agreement (Contractor) https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-S.-Non-Disclosure-Agreement-Contractor.pdf
T	HIPAA Business Associate Agreement https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-T.-HIPAA-Business-Associate-Agreement.pdf
U	Contract Affidavit https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-U.-Contract-Affidavit.pdf

V	DHS Hiring Agreement N/A
W-N/A	Performance Bond
X-N/A	Payment Bond
Y-N/A	Date Use Agreement

Table 7: Summary of Alternative Scenario Results for 2019

Scenario	1-Best Estimate	2	3	4	5	6
Enrollment	Based on Survey Data	Adjusted Survey Data	Take-up Function	Moderate Decrease; Same Decrease for all Subsidy Levels	Mandate Impact - CBO	Mandate Impact - CBO; Higher APTC Enrollment Increases
Premiums	Moderate Increase	Moderate Increase	Moderate Increase	Lower Increase	Higher Increase	Highest Increase
Baseline						
Total Non-Group Enrollment	171,526	164,989	185,857	171,546	138,619	139,348
Exchange Enrollment	121,503	118,458	128,585	116,143	107,436	109,915
APTC Enrollment	103,620	101,823	108,110	96,336	96,287	99,392
Total Non-Group Premium PMPM	\$725.66	\$735.62	\$702.78	\$695.14	\$785.88	\$846.27
Exchange Premium PMPM	\$759.98	\$770.42	\$736.03	\$728.03	\$823.06	\$886.31
APTC PMPM	\$687.22	\$698.40	\$661.56	\$592.40	\$754.78	\$840.93
Total Non-Group Premiums	\$1,493,625,346	\$1,456,435,659	\$1,567,400,734	\$1,430,988,776	\$1,307,254,646	\$1,415,114,944
Total APTCs	\$854,516,632	\$853,358,609	\$858,253,567	\$684,829,540	\$872,108,491	\$1,002,985,000
After Reinsurance						
Reinsurance Funding	\$462,000,000	\$462,000,000	\$462,000,000	\$462,000,000	\$462,000,000	\$462,000,000
Reduction in Premiums (Reinsurance Funding)	-30.9%	-31.7%	-29.5%	-32.3%	-35.3%	-32.6%
Reinsurance Assessment	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%
Reduction in Premiums (Improved Morbidity)	-1.4%	-1.4%	-1.4%	-1.7%	-1.3%	-1.1%
Total Premium Impact	-30.0%	-30.8%	-28.5%	-31.5%	-34.4%	-31.5%
Total Non-Group Premium PMPM	\$508.03	\$509.12	\$502.44	\$475.99	\$515.65	\$579.57

Scenario	1-Best Estimate	2	3	4	5	6
Enrollment	Based on Survey Data	Adjusted Survey Data	Take-up Function	Moderate Decrease; Same Decrease for all Subsidy Levels	Mandate Impact - CBO	Mandate Impact - CBO; Higher APTC Enrollment Increases
Premiums	Moderate Increase	Moderate Increase	Moderate Increase	Lower Increase	Higher Increase	Highest Increase
Exchange Premium PMPM	\$532.07	\$533.21	\$526.21	\$498.50	\$540.04	\$606.99
APTC PMPM	\$443.09	\$444.31	\$436.82	\$365.65	\$451.63	\$535.95
Percent Change in Total Enrollment	5.8%	5.8%	5.8%	6.9%	5.3%	4.5%
Total Non-Group Enrollment	181,522	174,587	196,625	183,369	145,967	145,551
Exchange Enrollment	124,136	120,986	131,421	119,256	109,371	111,548
APTC Enrollment	103,620	101,823	108,110	96,336	96,287	99,392
Total Premiums	\$1,106,629,629	\$1,066,640,334	\$1,185,518,554	\$1,047,373,717	\$903,210,853	\$1,012,287,098
Total APTCs	\$550,954,999	\$542,896,117	\$566,695,541	\$422,701,111	\$521,836,618	\$639,229,322
Savings						
Estimated APTC Savings	\$303,561,634	\$310,462,493	\$291,558,026	\$262,128,430	\$350,271,874	\$363,755,678
Estimated Net Federal Savings	\$303,561,634	\$310,462,493	\$291,558,026	\$262,128,430	\$350,271,874	\$363,755,678
Estimated Pass Through	65.7%	67.2%	63.1%	56.7%	75.8%	78.7%

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
3	Labor Categories
4	Economic Benefit Factors
5	APPENDIX II – Sample Alternative Scenario Results

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/procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf

