



STATE OF MARYLAND

DEPARTMENT OF BUDGET AND MANAGEMENT
OFFICE OF PERSONNEL SERVICES AND BENEFITS (DBM OPSB)

REQUEST FOR PROPOSALS (RFP)

STATE OF MARYLAND DENTAL PLAN
ADMINISTRATION AND INSURANCE SERVICES
(DENTAL PREFERRED PROVIDER ORGANIZATION, DENTAL
HEALTH MAINTENANCE ORGANIZATION)

EMMA SOLICITATION NUMBER BPM057864

RFP NUMBER F10B7600002

ISSUE DATE: AUGUST 17, 2026

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MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.

STATE OF MARYLAND
DEPARTMENT OF BUDGET AND MANAGEMENT, OFFICE OF
PERSONNEL SERVICES AND BENEFITS (DBM-OPSB)

KEY INFORMATION SUMMARY SHEET

Request for Proposals	Services - State of Maryland Dental Plan Administration and Insurance Services
Solicitation Number:	F10B7600002 (BPM057864)
RFP Issue Date:	August 18, 2026
RFP Issuing Office:	Department of Budget and Management, Office of Personnel Services and Benefits (“DBM OPSB” or the “Department”)
Procurement Officer:	Sherreon Washinton
Email: Phone Number:	Sherreon.washington@maryland.gov 410-260-7681
Proposals are to be sent to:	Submit on emma.maryland.gov under Solicitation Number: BPM057864 (F10B7600002) To submit a proposal, offerors must first register on emma.maryland.gov. We recommend registering in advance to become acquainted with the site.
Pre-Proposal Conference:	August 24, 2026 10:00 AM-11:00 AM EST (Local Time), Virtual Google Meets Conference: https://meet.google.com/qzo-hqwr-geb?authuser=0&hs=122 See Section 4.3 for additional details and Attachment 2 for instructions.
Questions Due Date and Time:	August 31, 2026 by 5:00 PM EST (Local Time)
Proposal Due (Closing) Date and Time:	September 23, 2026 by 5:00 PM EST (Local Time) Offerors are reminded that a completed Feedback Form is requested if a no-bid/proposal decision is made (see Attachment 1).

MBE Subcontracting Goal:	An overall Minority Business Enterprise (MBE) participation goals are as follows, including all renewal option terms, if any, has been established for this procurement. Functional Area 1 – DHMO-FI 1.5% of total premiums paid to Contractor(s). Functional Area 2 – DPPO-SF 5.0% of total administrative fees paid to Contractor(s) The overall MBE subcontract participation goal(s) includes the following subgoals, which have been established for this procurement: _____ % for African-American MBEs; _____ % for Asian-American MBEs; _____ % for Hispanic-American MBEs; and _____ % for Woman-Owned MBEs. Refer to Exhibit 1 for information on how goal setting was determined. Also, refer to Appendix 4 for information about the MBE program and goals.
VSBE Subcontracting Goal:	This solicitation includes the following VSBE participation Goals: Functional Area 1 – DHMO-FI 0.6% of total premiums paid to Contractor(s) Functional Area 2 – DPPO-SF 0.6% of total administrative fees paid to Contractor(s) Refer to Exhibit 1 for information on how goal setting was determined. Also, refer to Appendix 5 for information about the VSBE program and goals.
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:	Indefinite Quantity Contract with Fixed Unit Prices
Contract Duration:	Seven (7) years base period; No Renewal Options

Primary Place of Performance:	As proposed by Offeror
SBR Designation:	No
Federal Funding:	No

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1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

1.1.1 The Offeror shall have at least three (3) years of experience providing Health Plan Administration services for more than 25,000 Active Employees per year and an established national network of Providers.

1.1.1.1 Required Documentation: As proof of meeting this requirement, the Offeror shall provide with its Proposal one (1) reference showing proof of having provided Health Plan Administration services for at least one (1) group with more than 25,000 Active Employees for at least three (3) years utilizing its established national network of Providers.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Department of Budget and Management, Office of Personnel Services and Benefits (“DBM OPSB” or the “Department”) is issuing this Request for Proposals (RFP) in order to obtain dental benefits for eligible members and their dependents as part of the State of Maryland Employee and Retiree Health and Welfare Benefits Program (the Program) beginning with the anticipated plan year effective January 1, 2028. The State’s goal is to offer a full complement of affordable dental benefits to include a fully-insured Dental Health Maintenance Organization (DHMO) and a self-funded Dental Preferred Provider Organization (DPPO) in order to attract and retain valued employees as well as ensure their long-term well-being. To this end, the State would like to establish specific performance metrics in coordination with selected Offeror(s) in order to drive efficiencies and improve participant experience with the Program.

The State is requesting service be provided for the following Functional Areas:

Functional Area 1 – DHMO Fully-Insured [DHMO-FI]

Functional Area 2 – DPPO Self-Funded [DPPO-SF]

- 2.1.2 It is the State’s intention to obtain all services, as specified in this RFP, from a Contract between the selected Offeror(s) and the State. Offerors may submit a proposal for one or both Functional Areas. For each Functional Area being proposed, the Offeror shall submit a separate, complete proposal response.
- 2.1.3 The Department may contract separately for each of these services and intends to make up to three (3) awards for Functional Area 1 and one (1) award for Functional Area 2 as a result of this RFP. An award in each Functional Area is not guaranteed. See RFP Section **6.5 Selection Procedures** for more Contract award information.
- 2.1.4 An Offeror, either directly or through its subcontractor(s), shall 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 Segal and Managed Care Advisors, as the State’s benefits consultants, are assisting the State in this procurement.
- 2.1.6 A Contract award does not ensure a Contractor(s) will receive all or any State business under the Contract.
- 2.1.7 An Offeror shall be able to provide all services and meet all 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.
- 2.1.8 All Contract prices, terms, and conditions shall be provided to any Maryland local government or not-for-profit entity requesting services under the Contract. The Contractor bears the risk of determining whether or not a government, agency or organization with which the Contractor is dealing is a State entity.
- 2.1.9 The Offeror shall be headquartered and incorporated in the United States.

2.2 Background and Purpose

- 2.2.1 The State is seeking proposals from qualified Offerors to provide a fully-insured Dental HMO and self-funded Dental PPO for eligible Participants of the State’s plan effective on January 1, 2028. The Contractor(s) shall meet all existing State-mandated plan benefit provisions that may be required during the term of the Contract(s).
- 2.2.2 The State provides an expansive range of employee benefit plans to approximately 72,000 Active Employees, 48,000 Retirees, 3,300 Satellite Account Employees, 2,100 Direct Pay Enrollees, and their covered dependents. Benefit plans include health, dental, group life, accidental death and dismemberment, flexible spending accounts, retiree prescription drug exchange including health reimbursement arrangement and prescription drugs. These benefits are offered to a diverse workforce that include clerical, administrative, technical, professional, maintenance, educational (State colleges and universities), public safety, and appointed and elected officials at multiple worksites across the State.
- 2.2.3 The State of Maryland currently offers its members one (1) fully-insured stand-alone Dental Health Maintenance Organization (DHMO) plan and one (1) self-funded Dental Preferred Provider Organization (DPPO) plan as described in **Table 1**:

Table 1:

Vendor	Plan Types	Funding Arrangement
Delta Dental of Pennsylvania	DHMO	Fully-Insured
United Concordia	DPPO	Self-Funded

- 2.2.4 There are approximately 123,600 Members currently enrolled in the dental plans as described in **Table 2**:

Vendor	Approximate Enrollment
Delta Dental of Pennsylvania-DHMO	15,400
United Concordia-DPPO	110,100

- 2.2.5 Participants currently receive State subsidized dental benefit coverage. The State currently provides a subsidy at 50% of premium rates. The State reserves the right to change the employee contribution structure prior to or during the contract period. Summaries of current plan coverage for both Active Employees and Retirees are provided at the DBM website:

<https://dbm.maryland.gov/benefits/Pages/DentalPlans.aspx>

Summaries of the current and proposed designs for the dental plans are provided in **FA1 Attachment 4-3: DHMO-FI Plan Design** and **FA2 Attachment 4-3: DPPO-SF Plan Design**. Offerors shall clearly and explicitly delineate, in **FA1 Attachment 4-2: Explanations and**

Deviations and FA2 Attachment 4-2: Explanations and Deviations, any deviations between the coverage being proposed and the State's plan design as contained in this RFP. Otherwise, the Offeror's submission of a proposal will be considered the Offeror's agreement to provide all proposed plan provisions, as specified in this RFP.

- 2.2.6 The State's Contracts with the current Contractors performing dental services expire on December 31, 2027. The Offeror(s) awarded the Contracts pursuant to this RFP shall provide services with effective dates of coverage beginning January 1, 2028 through December 31, 2034, with a start-up implementation period prior to January 1, 2028 according to Section 2.3.13.
- 2.2.7 Each plan year begins on January 1 and runs to the succeeding December 31. An annual open enrollment period is held each year, with elections for all plans - excluding flexible spending accounts. Plan enrollment is conducted in accordance with cafeteria plan (IRC Section 125) regulations. New employees shall elect or waive coverage within the first 60 calendar days of hire. Mid-year coverage election changes may be made within 60 calendar days of a qualified family status change. There are no pre-existing conditions exclusions, and no proof of insurability is required for dental plans.
- 2.2.8 Eligibility for coverage under the dental plans administered by the Contractor(s) shall be determined pursuant to the terms of this RFP. See RFP **Appendix 1, Abbreviations and Definitions**, for definitions of eligible Members and Dependents.
- 2.2.9 Contractor(s) shall provide a group dental benefit plan that offers affordable coverage for all basic, preventative, restorative, and other necessary dental care for Members and Dependents. **Please note that plan offerings for Functional Area 1 and Functional Area 2 may change prior to the implementation date. Offerors shall agree to administer the dental plan design(s) as established by DBM.**
- 2.2.10 Due to the large number of State employees, a diverse population and numerous employee work locations, the State sponsors annual benefit fairs during each annual open enrollment period. The State may conduct 60 or more open enrollment benefit fairs throughout the State each year to answer employee and retiree questions and enhance engagement in the plans offered. The contractor shall provide trained, experienced representatives to attend all open enrollment fairs, in addition to approximately 10 to 15 open enrollment training sessions and approximately 5 to 10 planning sessions (either in person or virtually). Representatives shall be trained on the State-specific dental plans.

2.3 Contractor Responsibilities and Tasks

2.3.1 Specifications for Functional Area 1 Only

- 2.3.1.1 Contractor(s) shall ensure all claims are processed in accordance with the plan designs described in " **FA1 Attachment 4-3: DHMO-FI Plan Design.**"
- 2.3.1.2 Contractor(s) shall file an approved Plan Design with Maryland Insurance Administration (MIA) by the Go-Live Date (January 1, 2028) as required.

2.3.2 Specifications for Functional Area 2 Only

- 2.3.2.1 Contractor(s) shall ensure all claims are processed in accordance with the plan designs described in " **FA2 Attachment 4-3: DPPO-SF Plan Design.**"
- 2.3.2.2 Contractor(s) shall not retain a portion of savings for out-of-network discounts.

2.3.3 Customer Service

- 2.3.3.1 Contractor(s) shall permit all eligible Members, as determined by the State, to obtain dental benefits for themselves and their eligible Dependents.
- 2.3.3.2 Contractor(s) shall establish a no loss/no gain provision: All Members and Dependents covered under the prior plan as of December 31, 2027, shall be covered as of January 1, 2028.
- 2.3.3.3 Contractor(s) shall ensure that no administrative functions required under this Contract may be performed offshore.
- 2.3.3.4 Contractor(s) shall establish and provide a state-of-the-art customer service operation (including a dedicated toll-free phone number) available to plan Participants (both in-state and out-of state) 24/7, staffed by live customer service representatives during the core hours, 7 am – 11 pm Eastern Time, seven (7) days a week at no additional charge. **Note:** This may be the same operation as that provided for State Active Employees, Retirees and Dependents under another active contract, if applicable.
- 2.3.3.5 This dedicated toll-free customer service line shall be supported during the hours stated above by an automated voice-response system 24 hours a day, seven days a week. Participants (both in-state and out of state) can access this system directly to request and receive service authorizations and any other information related to their benefits. This operation should comply with PG-3 and PG-4 on **Attachment 4-9: Performance Guarantees** for both Functional Areas. **Note:** This may be the same operation as that provided for Active Employees, Retirees, and Dependents under another active contract.
- 2.3.3.6 During call center live hours, the automated voice-response answering system shall be an automatic answer system that picks up within thirty (30) seconds and directs Participants into a queue to be serviced and shall allow the Participant to opt-out to a live representative at any time during the call.
- 2.3.3.7 During the call center live hours, the automated voice-response answering system shall provide Participants with estimated wait time until live operator pick-up.
- 2.3.3.8 The customer service operations shall include:
 - A. Knowledgeable staff available to answer questions on plan eligibility, plan guidelines, benefit levels, and claims procedures.
 - B. The ability to access eligibility data that identifies eligible Participants and supporting demographic information.
 - C. A system for providing Explanations of Benefits (EOB), compliant with all current and future regulations, to eligible Participants detailing payments to Providers for services rendered and the amounts applicable to each service.
 - D. A procedure for handling emergency requests or non-office hour services.
 - E. An integrated claims and customer service system enabling both claims and service team members to view all screens.

- F. Adequate access to the customer service system for individuals with disabilities. (TTY and online access for deaf, full-service phone access for blind).
- 2.3.3.9 Contractor(s) shall establish on-line web and mobile app access for Members to securely access plan information, participating Provider, claim status and history of processed claims by October 1, 2027. This website shall include tools to enable Members to understand their financial responsibility for dental services, including out-of-pocket costs, co-pays, and coverage limitations. This website will be linked to the State's internet home page.
- 2.3.3.10 Contractor(s) shall prepare and provide identification (ID) cards to Members. ID cards are to be mailed to Members at least ten (10) Business Days before the program is operational. ID cards shall be mailed to new Members within three (3) Business Days of notification by the State or receipt of the eligibility file, whichever is earlier.
- 2.3.3.11 Contractor(s) shall provide draft plan documents at least two (2) months prior to the first day of the plan year in accordance with PG-7 in **Attachment 4-9 Performance Guarantees**.
- 2.3.3.12 Contractor(s) shall use a unique identification number on all Participant communications, including membership cards, EOBs, etc.
- 2.3.3.13 Evidence of coverage is available to Members online within fifteen (15) calendar days from the date of approval.
- 2.3.3.14 Contractor(s) shall maintain an 80% member satisfaction rate as measured through an annual State-conducted Participant satisfaction survey. See PG-19 in **Attachment 4-9 Performance Guarantees**.
- 2.3.3.15 Contractor(s) shall provide co-branded materials, to include any customizations, at no additional charge to the State, to inform and educate employees on the purpose and value of the dental network and other programs and information on how to access services. Materials shall include co-branded versions of the following: employee brochures, supervisor handbooks, materials for open enrollment, health fairs, and wellness events, and quarterly electronic newsletters. The State estimates that the Contractor(s) will need to produce between 20,000 and 25,000 brochures on an annual basis.
- 2.3.3.16 Contractor(s) shall maintain an established process for Participants to contact customer service to determine the maximum allowance for a specific procedure in advance of having the procedure performed.
- 2.3.3.17 Contractor(s) shall maintain an established process for Participants to contact customer service for comprehensive member billing support to address and resolve billing issues promptly.
- 2.3.3.18 Contractor(s) shall provide comprehensive communication and educational materials designed to inform Members about the plan's benefits, functionality, and access (including educational campaigns and outreach to promote awareness and use of preventive services). Deliverables shall include FAQ documents, webinars, pre-recorded videos, and interactive tools. Materials shall be available in multiple formats (digital, mobile, print, etc.) and languages to ensure accessibility and shall be provided on a timeline as directed by the State at no additional cost to the State.

2.3.4 Account Management

- 2.3.4.1 Contractor plan representatives will return all messages received from the State's Department, Employee Benefits Division and Contract Management Division (whether voicemail, e-mail or other communication method) within one (1) Business Day.
- 2.3.4.2 Contractor(s) shall attend all semi-annual meetings at the State offices in MD (or virtually as required). The discussion will include plan administration, operational performance, performance guarantees, customer service issues, claims utilization trends and any other concerns the State may have.
- 2.3.4.3 Contractor(s) shall review drafts of the plan description contained in the State's annual benefits guide within five (5) Business Days of a request from the State.
- 2.3.4.4 Contractor(s) shall agree to offer support to the Department (e.g. verifying data, design and distribute communications) for the 2028 open enrollment period (fall of 2027) and all subsequent open enrollments during the contract term.
- 2.3.4.5 Contractor(s) shall provide representatives to attend benefit fairs, who will be trained on the State specific benefit plans in accordance with PG-5 on **Attachment 4-9: Performance Guarantees** for both Functional Areas.
- 2.3.4.6 Contractor(s) shall share the expenses for printing and mailing all open enrollment materials (including virtual open enrollment expenses), such as the benefits guide, universal enrollment forms, and other notices or information included in the enrollment kits. The total cost will be shared equally among all benefit plans, including medical, dental, prescription drug, flexible spending accounts, life insurance, and accidental death and dismemberment. Approximate cost is \$25,000 per year, per plan.
- 2.3.4.7 Contractor(s) shall assume a share of the cost of an annual State-conducted Participant satisfaction survey on its health plan.
- 2.3.4.8 Contractor(s) shall assign a designated (but not necessarily dedicated) Contractor Account Executive for each Functional Area as described in Section 2.5.4 of the RFP
- 2.3.4.9 Contractor(s) shall assign a designated (but not necessarily dedicated) Contractor Account Service Representative for each Functional Area as described in Section 2.5.4 of the RFP.
- 2.3.4.10 Contractor(s) shall provide a dedicated (but not necessarily exclusive) account management team for the State.
- 2.3.4.11 Contractor(s) shall provide a dedicated (but not necessarily exclusive) customer service team for the State that is separate from the claim processing unit.
- 2.3.4.12 Contractor(s) shall provide a dedicated (but not necessarily exclusive) claim processing team for the State.
- 2.3.4.13 Contractor(s) shall provide a designated (but not necessarily dedicated) eligibility representative for the State.
- 2.3.4.14 Contractor(s) shall meet or exceed established performance standards as described in **Attachment 4-9: Performance Guarantees** for both Functional Areas.

2.3.5 Report Requirements

- 2.3.5.1 Contractor(s) shall deliver the required reporting in the form and format specified by the State. Reports shall compile data by subgroup to include: Active Employees, Retirees under 65, Retirees 65 and over, Direct Pay Employees, and Satellite Accounts Employees and Retirees.
- 2.3.5.2 The State requires regular quarterly and annual claim reports. Unless otherwise specified by the State, Contractor(s) shall provide these reports electronically to both the State and the State's Consultants by 5:00 p.m. on the 15th calendar day of the month or next Business Day following the end of the calendar quarter or calendar year. Note that this timeline does not include the Quarterly Plan Performance Measurement Report Card or Rate Renewal Report – timing for these reports is specified in **Attachment 4-9: Performance Guarantees**.
- 2.3.5.3 Contractor(s) shall cooperate fully with any health management vendor under contract by the State, including coordination of care management activities and transmission of data to and from the medical plan vendor in a mutually acceptable format, by the State and the contracted parties at no additional cost.
- 2.3.5.4 Contractor(s) shall provide reporting and share required data with the State and its Contractors to support plan management; and with development and support of wellness and disease management programs, as well as any future strategic initiatives.
- 2.3.5.5 Contractor(s) shall share claims and eligibility data on Participants with the State as determined by the State.
- 2.3.5.6 Contractor(s) shall provide ad-hoc reporting at no additional charge.
- 2.3.5.7 Contractor(s) shall provide online access to all standard reports to the State and its Consultants at no additional charge.
- 2.3.5.8 Contractor(s) shall provide separate reports for each Functional Area, including performance guarantee reports.
- 2.3.5.9 Contractor(s) shall provide the following reports on a calendar quarterly basis:
- A. A report showing paid claims and capitation by month, service category, number of enrolled Members, number of enrolled Participants for the following groups: (1) In and Out-of-Network. (2) Active Employees, Retirees under 65, Retirees over 65, Direct Pay, Satellite Account Employees, Satellite Account Retirees, and in Total. (3) The paid claim service categories include: Class I (Preventive), Class II (Basic/Restorative), Class III (Major) and Class IV (Orthodontia). This report shall be due on the same schedule described in PG-12 in **Attachment 4-9: Performance Guarantees** for both Functional Areas.
 - B. Offeror shall self-report on each of the Performance Guarantee measurements as defined in the Quarterly Plan Performance Measurement Report Card to the State on a calendar quarter basis, in the format requested. See PG-12 in **Attachment 4-9: Performance Guarantees** for both Functional Areas.
 - C. The data elements shown on **Attachment 5-1a: Utilization and Cost Schedule** and **Attachment 5-1b: Membership Analysis**, and **Attachment 5-1c: DPPO Network**

Utilization for Functional Area 2, shall be reported on a calendar quarter basis, in the format requested. See PG-12 in **Attachment 4-9: Performance Guarantees** for both Functional Areas.

- D. A network summary report showing the number of Providers with a change in network status, including additions, terminations and those dentists no longer accepting new patients. This report should separate data based on plan and specialty type.
- E. A report describing network development activities for the previous quarter and a network development plan for the upcoming quarter.

2.3.5.10 Contractor(s) shall provide the following reports on an annual basis:

- A. A rate renewal report, as required by PG-13 on **Attachment 4-9: Performance Guarantees** for both Functional Areas, including the following elements:
 - i) Projection of incurred and paid claim costs for renewal year;
 - ii) Estimate of Incurred but Not Reported (IBNR) reserves at end of current year; including the most recent 36 months of incurred and paid triangular reports;
 - iii) Complete documentation of the methodology and assumptions used to develop the projected costs, including a break-out of all expenses;
 - iv) Disclosure of supporting data used in calculations, including monthly paid claims and enrollment, large claims analysis, trend analysis, demographic analysis, etc.;
 - v) Substantiation of any proposed increase in fixed costs via a thorough analysis of activities and costs covered by those fees; and
 - vi) Explanations for any unusual trend results (high or low relative to the market).

2.3.6 Network Management

- 2.3.6.1 Contractor(s) shall meet the dental care needs of the State of Maryland and its employees and retirees through the development and maintenance of adequate Provider networks. Contractor(s) shall develop and adhere to a detailed network development and maintenance plan based on the State's needs and agreed to by DBM.
- 2.3.6.2 Contractor(s) shall provide Participant support services live and online for selecting and locating network Providers.
- 2.3.6.3 Contractor(s) shall provide online access to up-to-date network Provider listings and locations to assist Participants with Provider selection, including quality performance and outcome ratings, and other services with regard to Provider selection.
- 2.3.6.4 Contractor(s) shall notify plan Participants, in writing, at least 60 calendar days advance notice, in the event the contract for a Participant's Provider terminates for any reason. The State shall have the ability to review and approve the communications before release to Participants.
- 2.3.6.5 Contractor(s) shall notify the State, in writing, with at least 75 calendar days advance notice, in the event the contract for a practice group or dentist terminates for any reason.
- 2.3.6.6 Contractor(s) shall have a procedure in place to allow the State or plan Participants to nominate Providers to be considered for inclusion in the network.

- 2.3.6.7 Contractor(s) shall have a "continuity of care" clause which states if a Provider cancels or fails to renew their contract, care which began with a network provider shall continue to be provided and reimbursed as a network Provider in accordance with all current and future federal legislation.
- 2.3.6.8 Contractor(s) shall provide and maintain a broad-based national network (FA2 only).
- 2.3.6.9 Contractor(s) shall allow individual family members to select different dentists.
- 2.3.6.10 Contractor(s) shall notify the State immediately upon losing any licenses, certificate of insurance, liability insurance coverage or certificate of authority from the Maryland Insurance Administration or any other state insurance department.
- 2.3.6.11 Contractor(s) shall track Reasonable and Customary (R&C) and claim payment data by most current CDT code and zip code (FA2 only).
- 2.3.6.12 Contractor(s) shall make changes to CDT codes on dental procedures and nomenclature when updated by the American Dental Association and confirm these changes, in writing to the State, no later than 90 calendar days after the effective date of the changes.
- 2.3.6.13 Contractor(s) shall cover all services included in the State's benefit program at the same benefit level regardless of CDT procedure code changes.
- 2.3.6.14 Contractor(s) shall provide routine education to network Providers regarding the plan's policies and procedures through a manual, periodic newsletters, and special meetings, as requested by the State.
- 2.3.6.15 Contractor(s) shall develop and adhere to a detailed network development plan based on the State's needs and agreed to by the State.
- 2.3.6.16 Contractor(s) shall provide upon request by State a periodic "at-risk" Provider report at no additional cost to the State.
- 2.3.6.17 Contractor(s) shall have a pre-authorization procedure for referrals to non-network Providers when a network Provider is not available to provide specific services.
- 2.3.6.18 Contractor(s) shall support tele-dentistry services to supplement in-person services. Services shall be integrated into the network and available to all Participants. Educational materials shall be provided to Members, both online and in print, explaining how to access tele-dentistry services including any technical requirements necessary for participation.

2.3.7 Claims Processing and Payment

- 2.3.7.1 Contractor(s) shall process and pay claims as applicable in an accurate and timely manner pursuant to the Plan Design provided in **Attachment 4-3: DHMO-FI Plan Design” for FA1 and “DPPO-SF Plan Design” for FA2** for both Functional Areas.
- 2.3.7.2 Contractor(s) agrees that plan designs may change before or during the Contract period. Contractor shall process claims in accordance with any changes determined by the State.
- 2.3.7.3 Contractor(s) shall have procedures in place for recovery of claim processing errors, including those identified by internal and external audit or State review.
- 2.3.7.4 Contractor(s) shall refund any claim overpayments, identified in internal and external audits, to the State within thirty (30) calendar days of notification.

- 2.3.7.5 Contractor(s) shall have in place a process for resolving complaints on the date of contract commencement. The Contractor(s) shall acknowledge receipt of the written complaint to the State and Member within two (2) Business Days of receipt of the complaint letter. All written resolutions shall be provided within twenty-one (21) Business Days of receipt as described in **Attachment 4-9: Performance Guarantees**
- 2.3.7.6 Contractor(s) shall use the current NAIC 120-1 Model COB Contract Provisions for determining primary or secondary payer status.
- 2.3.7.7 Contractor(s) shall administer the plan to provide Coordination of Benefits (COB) under a pay and pursue basis with other employee and Dependent dental coverage, in accordance with current NAIC 120-1 Model COB Provisions.
- 2.3.7.8 Contractor(s) shall verify and update Participant records with COB information at least annually, and upon notification by the State or Participant.
- 2.3.7.9 Contractor(s) COB, as a secondary payer, shall be based on the coinsurance in effect on the secondary payer plan and adjudicated based on the allowed amount of the secondary payer plan.
- 2.3.7.10 Contractor(s) shall use its Reasonable and Customary (R&C) profiles, reduced network fees, or those of the primary carrier in determining its level of reimbursement as the pg-1secondary payer.
- 2.3.7.11 Contractor(s) shall comply with the Department of Labor's final claims procedure regulations, including:
- A. The notice requirements for improper and incomplete claims;
 - B. The appropriate timeframes for adjudicating urgent, pre-service and post-service claims;
 - C. The appropriate timeframes for notice of appeal decisions; and
 - D. Contractor(s) shall exhaust this appeals process prior to delivering to the State of Maryland.
- 2.3.7.12 Contractor(s) shall provide written updates to the State of changes in the claims appeal process.
- 2.3.7.13 Contractor(s) shall update the claims system that maintains online eligibility files on a weekly basis at minimum.
- 2.3.7.14 Contractor(s) shall accept claims fiduciary responsibilities, including appeals, for claims adjudication and defense of decisions.
- 2.3.7.15 Network members shall never have to submit claim forms for in-network services.
- 2.3.7.16 Contractor(s) shall administer the dental plans in compliance with all State laws, regulations and mandates.
- 2.3.7.17 Contractor(s) shall process claims either by a paper process or electronic process in accordance with PG-14, PG-15, and PG-16 in "**Attachment 4-9: Performance Guarantees.**"

- 2.3.7.18 Contractor(s) shall obtain the advice and consultation of qualified experts to review unusual charges or claims at no additional cost to the State.
- 2.3.7.19 Contractor(s) shall maintain eligibility records and claim payment records for all covered services for which reimbursement was requested, including all funding requests of claim payments. Contractor(s) shall share claims and eligibility data securely as determined by the EBD Director.
- 2.3.7.20 Contractor(s) shall confirm procedures are in place for ensuring a network Provider does not bill Participants or the plan sponsor any amount in excess of the network allowance.
- 2.3.7.21 Contractor(s) shall ensure its contracts with network Providers prohibit Providers from balance billing patients above the network allowance.
- 2.3.7.22 Contractor(s) shall guarantee a Participant shall not be liable for any amounts over and above the scheduled plan of benefits in the event a Provider is not paid accurately for services rendered.
- 2.3.7.23 Contractor(s) shall guarantee the network allowance shall always be the basis for determining the Member's liability (coinsurance, etc.), if applicable, for in-network services rendered.

2.3.8 HIPAA Privacy and Security Provision

- 2.3.8.1 By referencing the duties of a Business Associate, the State is not asserting that the Contractor will not be acting as a Covered Entity for the purposes of HIPAA, the HI-TECH Act, and any other law and/or regulation where such a definition is applicable. The Contractor shall be a Business Associate of the State in connection with the Dental Administration plans and be in full compliance with the Health Insurance Portability and Accountability Act (of 1996 including all pertinent privacy and security regulations, which at a minimum include (45 C.F.R. Parts 160, 162, and 164) as amended from time to time, issued by the U.S. Department of Health and Human Services (DHHS).
- 2.3.8.2 The Contractor shall comply with the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, as amended from time to time.
- 2.3.8.3 Pursuant to the HI-TECH Act, Business Associates are subject to additional compliance requirements and are liable for civil and criminal penalties for violations of certain HIPAA security and privacy provisions. In addition to those obligations imposed by federal law, state law, and the Contract (in this section of the RFP and Attachment T: Business Associate Agreement) requires certain actions and performance by the Contractor in order for the Dental Administration plans to be fully compliant with HIPAA.
- 2.3.8.4 In connection with protected health information (PHI) held, created, maintained, or transmitted in connection with plan administration, the Contractor shall:
 - 2.3.8.4.1 Retain, maintain, create, securely transmit and destroy such PHI and personal data in a manner that renders such data and information unusable, unreadable, and indecipherable to unauthorized individuals;
 - 2.3.8.4.2 Retain, maintain, create, securely transmit and destroy such PHI and personal data in a manner fully consistent and compliant with guidance, policies and regulations

issued by the Department of Health and Human Services that applies to PHI, also applying such standards to personal data.

2.3.9 Breaches of Unsecured PHI

A breach shall be treated as discovered in the terms described in 45 CFR §164.410.

2.3.9.1 Notice to the Department

- (1) Contractor shall promptly notify the Contract Manager of a breach of unsecured PHI without unreasonable delay, and in no case, no later than twenty-four (24) hours following the discovery of the breach. For purposes of clarity, the Contractor shall notify the Contract Manager of an incident involving the acquisition, access, use, disclosure, or improper disposal of PHI in within twenty-four (24) hours after discovery of an incident even if Contractor reasonably believes but has not conclusively determined within that time that the incident constitutes a breach as defined by HIPAA.
- (2) Contractor's notice to the Contract Manager pursuant to this section concerning breaches shall include, at a minimum, the information as required in the Business Associate Agreement (**Attachment T**).

2.3.9.2 Notice to Participants.

- (1) Contractor shall provide notice to affected Members and to the media in the form, content, manner, method, and timing required to meet the requirements of 45 CFR §§164.404 and 164.406, applied as if Contractor were a covered entity in connection with the group plan(s) administered by Contractor pursuant to the Underlying Business Associate Agreement.
- (2) The notice(s) required by this section may not be issued until the State has reviewed and approved the notice(s). Such approval may not be unreasonably delayed or withheld.
- (3) Contractor may delay the notice(s) required pursuant to sections 164.404(b) and 164.406(b) only if permitted pursuant to 45 CFR §164.412.

2.3.9.3 Notices to DHHS

- (1) The Contractor shall comply with the regulations and guidance issued by DHHS on or about August 24, 2009 (74 Federal Register 42740 (08/24/09), available online at <https://www.federalregister.gov/>), and any future regulations issued by the federal Department of Health and Human services pursuant to the HI-TECH Act, in complying with the HIPAA privacy and security provisions of the RFP and the Contract. The term 'unsecured protected health information "or "unsecured PHI" shall be interpreted and applied consistent with such regulations.
- (2) The Contractor shall submit the required breach notices to the Secretary of DHHS on behalf of the Department, the State, the group plan(s), and the Program; and provide a copy of the notice to the Contract Manager.

2.3.9.4 Contractor(s) shall review any guidance from DHHS specifying the technologies and methodologies that render PHI unusable, unreadable, or indecipherable to unauthorized individuals. The Contractor further agrees, to the extent practical, appropriate and reasonable, to incorporate such guidance into its administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI.

2.3.10 Electronic Health Records

- 2.3.10.1 By referencing the duties of a Business Associate, the State is not asserting that the Contractor will not be acting as a Covered Entity for the purposes of HIPAA, the HITECH Act, and any other law and/or regulation where such a definition is applicable. Contractor(s) shall notify the Department when Contractor uses or maintains electronic health record(s) with respect to PHI. The Contractor(s) shall notify the Department if and when Contractor uses or maintains electronic health record(s) with respect to PHI.
- 2.3.10.2 As of the applicable effective date identified in HITECH §13405(c)(4), when complying with the obligations to respond to requests for accounting under 45 CFR §164.528, Contractor(s) shall respond to requests for an accounting of disclosure of PHI in compliance with the requirements of §13405(c)(1) and (3) of the HITECH Act and any regulations promulgated by the Secretary of DHHS pursuant to §13405(c)(2) of the HITECH Act. The requirements of this section shall apply if the Contractor uses or maintains an electronic health record with respect to PHI.
- 2.3.10.3 When complying with the obligation to provide access to PHI under 45 CFR §164.528, Contractor(s) shall respond to requests for access to PHI in compliance with the requirements of §13405(e) of the HITECH Act. The requirements of this section shall apply if the Contractor uses or maintains an electronic health record with respect to PHI.
- 2.3.10.4 Contractor(s) shall provide HIPAA certificates of creditable coverage, at no extra cost, within the timeframe required by law.
- 2.3.10.5 Contractor(s) shall confirm its Proposal, and plan design offered, is in compliance with all federal and state laws and regulations pertaining to employee benefit plans.
- 2.3.10.6 Contractor(s) shall have the necessary systems capability and comply with HIPAA's administrative simplification standards related to electronic data interchange (EDI), including the code set/transaction requests of 45 CFR Part 162.
- 2.3.10.7 Contractor(s) shall require any agents and subcontractors it brings onto the project(s) covered by this RFP to comply with HIPAA standards for EDI.
- 2.3.10.8 Contractor(s) shall ensure that the State data will not be sold or shared with another organization without the prior written authorization of the State and unless compliant with HIPAA as an action by the Plan.
- 2.3.10.9 Contractor(s) shall provide at least six (6) months' notice of any significant planned systems upgrades or changes, including but not limited to claims, customer service, eligibility and corporate operating systems.
- 2.3.10.10 Contractor(s) shall accept electronic transfer of eligibility data in a format indicated by the State including cloud-based transfers.
- 2.3.10.11 Contractor(s) shall accurately convert State data files, including the State master enrollment file and any other relevant files to the Contractor's data system.
- 2.3.10.12 Contractor shall use and disclose the minimum necessary amount of personal information and PHI, or deidentified data, wherever and whenever possible to do so and meet the needs of satisfactory performance of the Contract.

- A. File transfers between the Contractor and the State shall be exchanged using a secure protocol like SCP/SFTP, Virtual Private Network (VPN), or another method approved by the State of Maryland, Department of Information Technology.
 - B. File transfers with other entities shall be exchanged in a secure, encrypted, and mutually agreed-upon format.
- 2.3.10.13 Contractor(s) shall maintain eligibility records for all Participants.
- 2.3.10.14 Contractor(s) shall conduct and maintain eligibility reconciliations between Contractor files and the State's eligibility files.
- 2.3.10.15 Contractor(s) shall process and/or update eligibility immediately for a Member if requested. In addition, the Contractor shall provide the State or its designee with both the ability to make real time updates to the Contractor's eligibility database and the ability to verify eligibility.
- 2.3.10.16 Contractor(s) shall retain records for a minimum of seven (7) years or in excess of the period required by the Contract if required by state or federal regulations.
- 2.3.10.17 Contractor(s) shall transfer to the State, within thirty (30) calendar days of notice of termination, all required data and records necessary to administer the Dental Administration plans subject to state and federal confidentiality considerations. The transfer may be made electronically, in a file format to be determined based on the mutual agreement between the State and the provider of services at no additional charge.

2.3.11 Quality Assurance and Audits

- 2.3.11.1 Contractor(s) shall allow the State or its designee the right to audit, with an auditor of the State's choice, with full cooperation, on an annual basis, the performance of the plan and services provided in order to verify compliance with all program requirements and contractual guarantees. The State's right to audit shall survive the termination of the agreement between the parties for a period of five (5) years.
- 2.3.11.2 Contractor(s) shall agree that the State may audit multiple years at any time during the contract period.
- 2.3.11.3 Contractor(s) shall not limit the time period of data being audited.
- 2.3.11.4 Contractor(s) shall agree that as part of any claims audit, State or its auditor shall have access to any records associated with the claims being audited.
- 2.3.11.5 Contractor(s) shall support pre-and post-implementation review by the State or their designated consultant.
- 2.3.11.6 Contractor(s) shall conduct eligibility reconciliations between Contractor files and the State's eligibility files, as requested.
- 2.3.11.7 Contractor(s) shall provide a copy of its annual SOC 1 Financial Report under the Statement on Standards for Attestation Engagements ("SSAE 18"), or a substantially similar audit agreeable to State, within five (5) Business Days of receipt of an independent audit.

2.3.12 Special Provisions

- 2.3.12.1 Contractor(s) shall accurately convert enrollment data files, including the master enrollment file and any other relevant files, to the Contractor's data system. These files are transmitted in HIPAA 834 format.
- 2.3.12.2 Contractor(s) shall provide necessary legal defense in the event of litigation resulting from Contractor errors or omissions.
- 2.3.12.3 Contractor(s) shall cover all costs associated with legal defense in the event of litigation against the contractor and the State for Contractor errors or omissions.
- 2.3.12.4 Contractor(s) shall prepare and file all legal documents necessary to implement and maintain the plan, including policies, amendments, contracts, required federal and state filings, and development of the evidence of coverage document.
- 2.3.12.5 Contractor(s) shall monitor federal and state legislation affecting the delivery of dental benefits under the plan and report to the State on those issues in a timely fashion prior to the effective date of any plan changes.
- 2.3.12.6 Contractor(s) shall agree that member cost share structure and plan design may be changed by the State. The Contractor shall absorb the costs of programming these, or any, benefit changes.
- 2.3.12.7 Contractor(s) shall agree that the State may add an additional plan design for Participants during the contract period at no additional cost to the State.
- 2.3.12.8 Contractor(s) shall have a current certificate of authority from MIA by the Go-Live Date (January 1, 2028).
- 2.3.12.9 Contractor(s) shall maintain a fraud detection and prevention program. Contractor shall notify the State within ten (10) Business Days upon discovery of any suspected fraud and mitigation steps taken.
- 2.3.12.10 Contractor(s) shall provide the State with its current fraud detection and prevention program procedures within ten (10) Business Days following NTP and annually by January 10 of each Plan year.

2.3.13 Implementation Schedule

- 2.3.13.1 The Contractor shall begin implementation activities with the State upon Contract commencement and complete all implementation activities as described in **Table 3**.

Table 3:

DATE (anticipated)	ACTIVITY
Within five (5) Business days of the approval of contract award by Board of Public Works	Kick off meeting with the Contract Manager, EBD Director and other State representatives to begin project planning and to schedule weekly status meetings.

Within five (5) Business Days after the Kick-Off Meeting	Provide a draft of the detailed project schedule to include key milestones, timelines, detailed staffing plan to include assigned Contractor resources and resources required from the State to the Contract Manager and EBD Director.
Within ten (10) Business Days after the Kick-Off Meeting	Provide a final project schedule to the Contract Manager and EBD Director for review and approval.
Within thirty (30) calendar days of the approval of contract award by Board of Public Works	Begin implementation meetings with the Contract Manager and EBD Director.
Within thirty (30) calendar days after the Kick-Off Meeting	Provide plan benefits documents to the EBD Director for review and approval. Develop and deliver a draft marketing plan for open enrollment and health fairs, including draft open enrollment marketing materials, to the State for review and approval. Establish necessary account with the Comptroller's Office to enable electronic funds transfer.
Within thirty (30) calendar days of the NTP	Provide methodologies and examples of supporting documentation for each Performance Guarantee to the Contract Manager.
Within sixty (60) calendar days after the Kick-Off Meeting	Provide final marketing plan for open enrollment and health fairs, including final open enrollment marketing materials, to EBD Director.
Testing to begin July 15, 2027	Receive, load and audit positive files for open enrollment for coverage beginning January 1, 2028.
September 1, 2027	All files loaded, positive file audits completed, data import and export transmission tested between Contractor, State, and State's consultants, confirmation that all file data points shall successfully transmit to the aforementioned state and elected consultants and operational readiness completed.
September 1, 2027 through October 15, 2027	Attend all scheduled Agency Benefits Coordinator open enrollment training sessions as determined by the State.

September 1, 2027 through November 15, 2027	Attend all scheduled open enrollment and health fairs as determined by the State.
September 15, 2027	Pre-implementation review by the State, including a review of the Contractor(s) operational readiness for all services (e.g., IT processes member services, training, and website development).
October 1, 2027	Online website and mobile app access for Members to securely access plan information, participating Providers, claim status and history of processed claims ready and linked to the State's internet home page.
December 15, 2027	Issue identification cards.
January 1, 2028	Go Live Date – Commence benefit coverage and administration of plan.
Beginning February 1, 2028	Conduct status meetings with the State concerning project development, status, and Contractor(s) performance weekly for the first month following the go live date.

Note: Implementation dates noted in Table 3 may shift based on award date. Project schedule should note any differences (and the reason for differences) between deadlines noted in Table 3 and adjusted deadlines.

2.4 Experience and Personnel

2.4.1 Preferred Offeror Experience

The following experience is expected and will be evaluated as part of the Technical Proposal (see the Offeror experience, capability and references evaluation factor from **Section 6.2**):

- A. Contractor shall have experience providing Dental Administration services as demonstrated by the number of years the Contractor has provided similar services and the number of clients, customers, and geographic locations that the Contractor currently serves.

2.4.2 Personnel Experience

The following experience is expected and will be evaluated as part of the Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**):

- A. Contractor personnel, including any staff of proposed subcontractor(s), shall have experience and qualifications related to their specific responsibilities, as detailed in the Proposed Scope of Work.

2.4.3 Number of Personnel to Propose

As part of the Proposal evaluation, Offerors shall **propose exactly two (2) Key Personnel** for **each Functional Area** who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date). Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Department. Offerors may generally describe planned positions in a staffing plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

2.4.4 Key Personnel Identified

For the Contract, the following positions to be identified in the Technical Proposal for both Functional Areas will be considered Key Personnel, and shall be required to meet the qualifications stated in **Section 2.4. and Appendix 3.**

- A. Contractor Account Executive, One (1) full-time equivalent FTE, designated but not dedicated); and
- B. Contractor Account Service Representative, One (1) full-time equivalent FTE, designated but not dedicated).

2.4.5 Labor Categories

- A. The Labor Categories for both Functional Areas are identified and described in **Appendix 3.** To be responsive to this RFP, Offerors shall be capable of providing personnel meeting the minimum requirements for all the labor categories listed. Actual resumes shall be provided for Key Personnel as described in **Section 2.4.4.** Resumes for resources provided later shall be coordinated by the Contract Manager per the Technical Proposal.
- B. Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).
- C. Education and experience described in Appendix 3 in the Labor Category constitute the minimum requirements for candidates performing work under this RFP.

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

- A. Substitution of Education for Experience: A master's degree may be substituted for two (2) years of the general and specialized experience for those labor categories requiring a bachelor's degree. Substitution shall be reviewed and approved by the State at its discretion.
- B. Substitution of Experience for Education: Substitution of experience for education may be permitted at the discretion of the State.
- C. Substitution of Professional Certificates for Experience: Professional certification (e.g., Certified Employee Benefit Specialist (CEBS) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

2.4.7 Contractor Personnel Maintain Certifications

Any Contractor Personnel provided under this RFP shall maintain in good standing any required professional certifications for the duration of the Contract.

2.4.8 Work Hours

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

- A. State-Mandated Closings: Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the Contractor will be notified in writing by the Contract Manager of these details.
- B. Leave time: Notice for leave of any Key Personnel shall be submitted to the Contract Manager and EBD Director in advance. The Contractor shall identify and assign a previously identified substitute.

2.5 Substitution of Personnel

If the solicitation requires that a particular individual or personnel be designated by the Offeror to work on the Contract, any substitution of personnel after the Contract has commenced must be approved in writing by the Contract Manager prior to the substitution. If the Contractor substitutes personnel without the prior written approval of the Contract Manager the Contract may be terminated for default which 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.

2.5.1 Continuous Performance of Key Personnel

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

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Manager or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a designated or dedicated resource, as described in **Section 3.10.4**.
- B. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Manager.

2.5.2 Definitions

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

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

2.5.3 Contractor Personnel General Substitution Provisions

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

- A. The Contractor(s) shall demonstrate to the Contract Manager's satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
- B. The Contractor(s) shall provide the Contract Manager 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 Manager or EBD Director 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 Manager 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 Manager will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

2.5.4 Replacement Circumstances

A. Directed Personnel Replacement

- 1. The Contract Manager may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Manager, 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, Department 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 Manager, the Contract Manager 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) calendar days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Manager. If the Contract Manager rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Manager within five (5) calendar days, or in the timeframe set forth by the Contract Manager in writing.

3. Should performance issues persist despite an approved Remediation Plan, the Contract Manager 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 Manager determines to direct substitution under **2.5.4(A)(1)**, if at all possible, at least fifteen (15) calendar days advance notice shall be given to the Contractor. However, if the Contract Manager deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) calendar days' notice, the Contract Manager may direct the removal in a timeframe of less than fifteen (15) calendar days, including immediate removal.
6. In circumstances of directed removal, the Contractor shall, in accordance with paragraph **2.5.4(A)(1)** of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

B. Key Personnel Replacement

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 Manager at least fifteen (15) calendar days prior to the intended date of change. A substitution may not occur unless and until the Contract Manager approves the substitution in writing.

C. Key Personnel Replacement Due to Sudden Vacancy

1. The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) calendar 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) calendar days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

D. Key Personnel Replacement Due to an Indeterminate Absence

1. If any Key Personnel has been absent from his/her job for a period of ten (10) calendar days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) calendar 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 Manager 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 Manager the Contract Manager may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

2.5.5 Substitution Prior to and Within 30 Days After Contract Execution

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

2.6 No Cost Extension

In accordance with BPW Advisory 1995-1 item 7.b, in the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two- year contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

2.7 Supplemental Category of Work Requirements and Responsibilities

See the attached document associated with this solicitation:

Attachment 6: Information Technology (IT) Supplemental

3 Standard Terms and Conditions

3.1 Contract Initiation Requirements

The Contractor shall schedule and hold a kickoff meeting within five (5) Business Days of NTP Date. The meeting will be conducted virtually, upon notification of contract award by the Board of Public Works; the Contract Manager will provide virtual meeting information at that time. At the kickoff, the Contractor shall begin project planning and scheduling weekly status meetings with the Contract Manager, EBD Director and other State representatives. Following award, the Contractor shall follow the steps noted in **Section 2.3.13, Implementation Schedule** in order to initiate the Contract.

3.2 End of Contract Transition

- 3.2.1 Following the end of this Contract, the Contractor shall be responsible for handling claims payments for claims incurred prior to the end of the Contract. The Contractor's obligation as insurer with respect to covered services during a period of coverage shall survive the expiration of the Contract.
- 3.2.2 The Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State, for a period up to one-hundred eighty (180) calendar days prior to Contract end date, or Contract termination. Such transition efforts shall consist, not by way of limitation, of:
 - A. Provide additional services and support as requested to successfully complete the transition;
 - B. Maintain the services called for by the Contract at the required level of proficiency;
 - C. Provide current operating procedures (as appropriate); and
 - D. Adhere to the 12-month run-out period beginning the day after the last day of the final Contract year.
- 3.2.3 The Contractor(s) shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Manager. The Contract Manager may provide the Contractor(s) with additional instructions to meet specific transition requirements prior to the end of the Contract.
- 3.2.4 The Contractor(s) shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the Contract Manager.
- 3.2.5 The Contractor(s) shall support end-of-Contract transition efforts with technical and project support to include:
 - A. The Contractor(s) shall provide a draft Transition-Out Plan one-hundred eighty (180) calendar days in advance of Contract end date.
 - B. The Transition-Out Plan shall address at a minimum the following areas:
 - 1. Any staffing concerns or issues related to the closeout of the Contract;
 - 2. Communications and reporting process between the Contractor(s), the Department and the Contract Manager;
 - 3. Security and system access review and closeout;
 - 4. Connectivity services provided, activities and approximate timelines required for transition-out;

5. Plans to complete tasks and any unfinished work items (including open change requests, and known bugs or issues);
 6. Disclosure of Contractor(s) custom programming rationale for eligibility and claim processing; and
 7. Any risk factors with respect to the transition process and schedule. The Contractor(s) shall document any risk factors and suggested solutions.
- C. The Contractor(s) shall ensure all documentation and data, including System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the Contract Manager.
- D. The Contractor(s) shall provide copies of any current daily and weekly back-ups to the Department, or a third party as directed by the Contract Manager as of the final date of transition, but no later than the final date of the Contract.
- E. Access to any data or configurations of the furnished product and services shall be available after the expiration of the Contract as described in **Section 3.2.5**.

3.3 Invoicing

3.3.1 Payment and Invoice Specifications

- A. Submission of an invoice constitutes the Contractor's verification that the information in the invoice is accurate as of the time of submission.
- B. 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 shall include the following information, without error:
1. Contractor name and address;
 2. Remittance address;
 3. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
 4. Invoice period (i.e. time period during which services covered by invoice were performed);
 5. Invoice date;
 6. Invoice number;
 7. State assigned Contract number;
 8. State assigned (Blanket) Purchase Order number(s);
 9. Services provided;
 10. Amount due; and
 11. Any additional documentation required by regulation or the Contract.
- C. 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.
- D. 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.

- E. The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department 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. Also see the “Living Wage” provision of the Contract, if applicable, which allows for withholding of payment under certain circumstances. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and COMAR 21.10.02.
- F. For any recoveries as a result of fraud or an audit, the Contractor shall pay the State any portion due it via a separate check payment and provide documented substantiation. Payments to the State of Maryland Department of Budget and Management shall be made no later than thirty (30) calendar days after the Contractor's receipt of invoice for Fraud or Audit recoveries. All payments shall be submitted to: The Department of Budget and Management, Employee Benefits Division, P.O. Box 1516, Baltimore, Maryland, 21203-1516.
- G. Reconciliation Payments for shared costs shall be made to the State of Maryland Department of Budget and Management no later than thirty (30) calendar days after the Contractor's receipt of invoice. Payments shall be submitted via a separate check payment with attached invoice. All payments shall be submitted to: The Department of Budget and Management, Employee Benefits Division, P.O. Box 1516, Baltimore, Maryland, 21203-1516.
- H. The Contractor shall track payment activity for remittance payments to the State for any recoveries as a result of fraud, audit findings, or financial payment reconciliations. The Contractor shall submit a report annually in the form and format as determined by the State.

3.3.2 Invoice Submission Schedule

3.3.2.1 Payment Procedures - Non-Claims (Premiums or Administrative Fees)

The Contractor(s) shall:

- A. Accept payment from the State as processed through the normal State transmittal process. Payment is anticipated to be made by the 15th of the month for the preceding month.
- B. Premiums and administrative fees will be payable only for enrolled Participants for a month of coverage. If a Participant terminates during the Plan Year, the Contractor will be paid premiums or administrative fees only for those months for which the Member was covered under the plan. Run-out processing for terminated Participants shall be provided without additional fees, charges, or payments.

3.3.2.2 Payment Procedures - Claims Payment Specifications (Functional Area 2 Only)

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

- A. Invoice the State processed claims on a weekly basis, with claims broken out by Member or Participant subgroup (Active Employee, Retiree, Satellite Account, Direct Pay) for the State Plan.

- B. Invoices will be sent to the State by 10:00 AM Local Time each Monday (or next State business day if Monday is a holiday) for claims processed the prior week. Invoices shall be processed for payment within 48 hours of receipt.
- C. Accept payment via wire transfer within 24 hours or next Business Day following receipt of invoice.
- D. Submit to the State for each claim invoiced, a 100-character record with claims detail (Appendix 11 – 100 Character File Layout). The file containing these records shall equal the amount invoiced and be submitted within 48 hours of invoice submission.
- E. Accept adjustments based on the reconciliation of the invoice amount and the 100-character file. The Contractor(s) shall be notified of applicable adjustments following an annual eligibility audit. Frequency is subject to change at the State's discretion.

3.3.3 For the purposes of the Contract an amount will not be deemed due and payable if:

- A. The amount invoiced is inconsistent with the Contract;
- B. The proper invoice has not been received by the party or office specified in the Contract;
- C. The performance is in dispute or the Contractor(s) has failed to otherwise comply with the provisions of the Contract;
- D. The items or services do not meet the quality requirements of the Contract; *or*
- E. The Contractor(s) has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract Manager concerning performance under the Contract and compliance with its provisions.

3.3.4 Travel Reimbursement

Travel will not be reimbursed under this RFP.

3.4 Liquidated Damages

3.4.1 MBE Liquidated Damages

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

3.4.2 Liquidated Damages other than MBE

It is critical to the success of the State's benefits plans that all services be provided and maintained in a timely manner, and that the Contractor(s) operates in an extremely reliable manner. It would be impracticable and extremely difficult to fix the actual damage sustained by the State in the event of certain delays or failures in claims administration, service, reporting, and attendance of Contractor(s) personnel on scheduled work and provision of services to the State Active Employees, Retirees and Dependents served by this Contract. The Department and Contractor(s), therefore, presume that in the event of certain such delays and failures, the amount of damage which will be sustained from a failure to perform to certain standards will be the amounts set forth in **Attachment 4 – Performance Guarantees** for each applicable Functional Area, and the Contractor(s) agrees in the event of any such failure of performance, that the Contractor(s) shall pay such amount as liquidated damages and not as a penalty. The State, at its

option for amount due the State as liquidated damages, may deduct such from any money payable to the Contractor(s) or may bill the Contractor(s) as a separate item.

3.5 Problem Escalation Procedure

- 3.5.1 The Contractor(s) shall provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP shall state how the Contractor(s) 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.
- 3.5.2 The Contractor(s) shall provide contact information to the Contract Manager, as well as to other State personnel as directed should the Contract Manager not be available.
- 3.5.3 No later than ten (10) Business Days after notice of recommended award or after the date of the Notice to Proceed, whichever is earlier, the Contractor shall provide, and thereafter, maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP shall state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes and shall include:
- A. Contact information;
 - B. The process for establishing the existence of a problem;
 - C. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
 - D. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
 - E. Expedited escalation procedures and any circumstances that would trigger expediting them;
 - F. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
 - G. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis;
 - H. A process for updating and notifying the Contract Manager of any changes to the PEP; and
 - I. The PEP shall be updated within ten (10) Business Days after any change in circumstance which changes the PEP but not less than annually within ten (10) Business Days after the start of each Contract year.
- 3.5.4 Nothing in this section shall be construed to limit any rights of the Contract Manager or the State which may be allowed by the Contract or applicable law.

3.6 Work Orders

This section is inapplicable to this RFP.

3.7 Payments by Electronic Funds Transfer

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

1. 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.
2. Any request for exemption shall be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, shall include the business identification information as stated on the form, and shall 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.

3.8 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 30** "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>.

3.9 Federal Funding Acknowledgement

This Contract does not contain federal funds.

3.10 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 under 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 Proposal in violation of this provision shall be classified as “not responsible.”

3.11 Non-Disclosure Agreement

3.11.1 Non-Disclosure Agreement (Offeror)

In order to obtain access to demographic and Plan data that is necessary to complete a technical and financial proposal in response to this RFP, each potential Offeror shall complete a **Non-Disclosure Agreement (Offeror)** enclosed as **Attachment 3**. In order to obtain the data, a Potential Offeror shall first print, sign and return to the Procurement Officer the Non-Disclosure Agreement enclosed as **Attachment 3, Non-Disclosure Agreement (Offeror)**, with a request for the data. A scanned copy with live signature service and transmitted by e-mail is acceptable. Upon receipt of the signed **Attachment 3, Non-Disclosure Agreement (Offeror)**, data will be provided to each Offeror through a secure file transfer by the Procurement Officer. No data will be provided to Offerors prior to the Pre-Proposal Conference.

3.11.2 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 shall 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.

3.12 Maryland Healthy Working Families Act Requirements

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

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

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

3.14 Insurance Requirements

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

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

- A. Commercial General Liability - One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and three million dollars (\$3,000,000) annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
 - B. Errors and Omissions/Professional Liability - One million dollars (\$1,000,000) per combined single limit per claim and three million dollars (\$3,000,000) annual aggregate.
 - C. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of one million dollars (\$1,000,000) per loss, and a minimum single loss retention not to exceed ten thousand dollars (\$10,000), with the State of Maryland listed as a "loss payee."
 - D. Cyber Security / Data Breach Insurance – Five million dollars (\$5,000,000) per occurrence. The coverage shall be valid at all locations where work is performed or data or other information concerning the State's claimants or employers is processed or stored.
 - E. Worker's Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage shall be valid in all states where work is performed.
 - F. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 3.14.2 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.
- 3.14.3 All insurance policies shall be endorsed to include a clause requiring the insurance carrier to provide the Procurement Officer, by certified mail, not less than 30 calendar days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are canceled or not renewed within five (5) calendar days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least fifteen (15) calendar days prior to the expiration of the insurance policy then in effect.
- 3.14.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- 3.14.5 The recommended awardee shall provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Manager.

3.14.6 Subcontractor Insurance

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

3.15 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 shall not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror shall 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.

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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 shall 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 Manager.

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

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

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

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

Potential Offerors not responding to this solicitation are requested to submit the "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, proprietary, or both, 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: Attachments and Documents Required with the Proposal, 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 shall 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 shall 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: 180 calendar 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), shall 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. Offerors shall be able to provide all services and meet all of the requirements requested.
- 4.14.2 If applicable, subcontractors utilized in meeting the established MBE 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 shall 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 2 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 2 of the RFP.

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 shall 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:
 - 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 Microsoft Excel format, version 2007 or greater,
 - 2. Financial Proposal in searchable Adobe PDF format, **and**
 - 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		Title Page and Table of Contents 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.
Tab B		Claim of Confidentiality (If Applicable) Any information which is claimed to be confidential, proprietary, or both, 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 shall 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".

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab C	F	Offeror Information Sheet https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-F.-Bidder-Offeror-Information-Sheet.pdf
Tab D		Executive Summary & Acknowledgement of all addenda to this RFP. The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary. 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 4.14 “Offeror Responsibilities”). 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. Any additional or optional services being offered at no additional charge or Performance Guarantees proposed by an Offeror (in addition to those detailed in Attachment 4-9) shall be detailed in the Executive Summary of the Offeror’s Proposal.
Tab E		Minimum Qualifications The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in RFP Section 1. References should be submitted in Attachment 4.

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab F	4	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 services, including the 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 and Section 3 in order and shall contain a cross reference to the requirement. <u>Offerors are required to address how all RFP requirements will be met in addition to responding to all compliance checklist items in Attachment 4. There may be some requirements where it is acceptable to acknowledge and confirm that the requirement will be met.</u>
		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 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 shall be recognized in the work plan.
		The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Manager 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 .

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		Non-Compete Clause Prohibition – To evidence compliance with the non-compete clause prohibition, each Offeror shall 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. Other information as requested for Tab F in the Supplemental.
		The Offeror shall complete Attachment 4 for each Functional Area being proposed. All required signatures, explanations, and attachments shall be included in the Offeror's Proposal. Although the Offeror's standard material may contain the requested information, the responses in this section will be an important component in requirements for the Contractor upon award. Answers should be concise, but complete. Offerors shall respond specifically to each question in this section, regardless of whether the information appears in or may be gleaned from other sections of the Offeror's proposal. Failure to respond in this section to all applicable questions may result in rejection of the Offeror's proposal. The responses to these questions shall follow the Implementation Plan and section-by-section response to the Scope of Work requirements. An Offeror may supplement its response to the Scope of Work requirements by cross-referencing the answers to these questions where applicable. Additional required technical submissions are described in Attachment 4.
		Experience and Qualifications of Proposed Staff 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:
Tab G		Describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		any staff of proposed subcontractor(s), as detailed in the work plan.
		Include individual resumes for Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation.
		Include letters of intended commitment to work on the project, including letters from any proposed subcontractor(s). If proposed personnel are included, offerors should be aware of restrictions on substitution of Key Personnel prior to RFP award (see Substitution prior to and within thirty (30) calendar days after Contract execution in Section 2.5.5).
		Provide an Organizational Chart outlining Personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards shall provide a crosswalk reference document.
		If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.
Tab H		Offeror Qualifications and Capabilities 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 in Attachment 4.
Tab I	4	Reference Checks – Offeror shall use Attachment 4 to provide reference information.

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab J	M	List of Current or Prior State Contracts
Tab K		Financial Capability. (Submit under TAB K) The Offeror shall include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available, the Offeror <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). In addition, the Offeror may supplement its response to this section by including one or more of the following with its response: • 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		Certificate of Insurance 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.)
Tab M	P	<u>Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract</u> 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

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		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, including Attachment 4 .
Tab N	N	Legal Action Summary This summary shall include: • 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		Economic Benefit Factors If Section 6.2.4 Economic Benefit to State of Maryland are required as an evaluation criterion, see Appendix 8 for guidance.
Tab P	A	Bid Proposal Affidavit A Bid submitted by the Bidder shall be accompanied by a completed Proposal Affidavit. https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-A.-Bid-Proposal-Affidavit.pdf
	C	Bid Bond N/A

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
	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 a MBE goal.
	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	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 N/A
	I	Conflict of Interest Affidavit and Disclosure

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-I.-Conflict-of-Interest-Affidavit.pdf <i>Note: If this solicitation will result in the “selection of a contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract” the Offeror shall provide this Affidavit and other times as requested by the Procurement Officer.</i>
	J	Mercury Affidavit 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
	O	Payment of Employee Healthcare Expenses Certification https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-O.-Payment-of-Employee-Healthcare-Expenses-Certification.pdf
	Q	Labor Resume Form <i>(See Specific Document Provided by Procurement Officer)</i>
	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 <u>\$1,000,000 or more.</u>

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		<i>Note: This document is for data collection only.</i>

Additional Required Attachments

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

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
N/A	1	No Bid / Proposal Notice / Vendor Feedback Form
N/A	2	Pre-Bid / Proposal Conference
N/A	3	Non-Disclosure Agreement (Offeror)
Various	4	Technical Attachment, FA1 and FA2 (complete for each Functional Area being proposed)
N/A	5	Supplemental Attachment, to include: -Sample Reporting Schedules -Census Data and Layout -Claims and Enrollment Information -Detailed Claims and Provider Information <i><u>Note: Attachment 5 will be provided upon submission of signed Non-Disclosure Agreement (Offeror)</u></i>
N/A	6	Information Technology Supplemental

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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
Financial Proposal - submitted separately from Technical Proposal	B	The Financial Proposal Form (as specified within eMMA) <u>Do not alter this Financial Proposal Form</u> or leave blank any items on the price form or include additional clarifying or contingent language on or attached to the Financial Proposal 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 Financial Proposal Form shall be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.. (See Appendix 2 and Attachment B for specific Financial Proposal Form Instructions.)

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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 Department of Budget and Management 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 has equal weight.

6.2.1 Offeror's Technical Response to RFP 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 demonstrate an understanding of the work requirements and include plans to meet or exceed them.

6.2.2 Offeror's ability to cover current eligible participants (see Attachment 4 for both Functional Areas, in particular Attachment 4-4, 4-5, and 4-10).

6.2.3 Experience and Qualifications of Proposed Staff (See RFP Section 5.3.2.G and Attachment 4 for both Functional Areas)

6.2.4 Offeror Qualifications and Capabilities, including proposed subcontractors (See RFP Section 5.3.2.H and Attachment 4 for both Functional Areas)

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 Financial Proposal 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 shall 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 equal weight with 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	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.
E	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.
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	Performance Bond N/A
X	Payment Bond N/A
Y	Data Use Agreement https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/08/Attachment-Y.-Data-Usage-Agreement.pdf

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7 RFP Appendices and Exhibits

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

7.1 Appendices (Table C)

TABLE C - APPENDICES	
Appendix #	Appendix Name
1	Abbreviations and Definitions
2	Financial Proposal Form Instructions
3	Labor Categories
4	MBE Participation Goal
5	VSBE Participation Goal
6	Living Wage Requirements
7	Bonds-N/A
8	Economic Benefit Factors
9	Electronic Transaction Fee (found at https://content.govdelivery.com/attachments/MDDGS/2026/02/19/file_attachments/3558750/Appendix%209.docx)
10	NAIC Model Coordination of Benefits Contract Provisions (found at https://content.naic.org/sites/default/files/inline-

	files/MDL-120.pdf
11	100 Character Monthly Eligibility File Layout

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) N/A
4	Account Management Satisfaction Scorecard

Appendix 1. – Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- A. Acceptable Use Policy (AUP)** – A written policy documenting constraints and practices that a user shall agree to in order to access a private network or the Internet.
- B. Access** – The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.
- C. Active Employees** – Employees within the State Personnel Management System, and of the Maryland Department of Transportation, Judiciary and Legislature, including all full and part-time employees and Contractual Employees. Employees of the University of Maryland System are not included under this definition.
- D. BAFO** – Best and Final Offer. The Procurement Officer may request a BAFO in order to permit written revisions to an Offeror’s initial proposal.
- E. Bid Package** - The Bidder’s Bid or the Offeror’s Proposal and all required Attachments as identified in RFP Table A (Attachments and Documents Required with the Bid/Attachments and Documents Required with Proposal). Any attachments not required will be labeled “Not Applicable” or “N/A” in Table A.
- F. Business Day(s)** – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- G. Business Associate** – As provided in 45 CFR §160.103.
- H. CDT** – Current Dental Terminology
- I. COB** – Coordination of Benefits.
- J. COBRA** – Consolidated Omnibus Budget Reconciliation Act. COMAR – Code of Maryland Regulations available on-line at <https://dsd.maryland.gov/Pages/COMARSearch.aspx>.
- K. COMAR** – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- L. Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Exhibit 2.
- M. Contract Manager** – The State’s representative responsible for governing the entire lifecycle of a procurement contract to ensure compliance with state laws, regulations, policies, procedures, and best practices. Key duties include contract development and execution, vendor management, risk management, issues written direction, training and guidance, and continuous improvement. The Contract Manager is critical in ensuring fiscal responsibility, legal compliance, and the delivery of high-quality services to meet the needs of Maryland’s state agencies and constituents.
- N. Contractor** – The selected Offeror that is awarded a Contract by the State.
- O. Contractor Account Executive** – The individual assigned by the Contractor (identified as Key Personnel in RFP Section 2.5) to oversee all work performed under the Contract and who is the day-to-day Contract contact.

- P. Contractor Account Service Representative** – The individuals assigned by the Contractor (identified as Key Personnel in RFP Section 2.5) to provide service to EBD.
- Q. Contractor Personnel** – Employees, agents and subcontractor’s employees and agents performing work for or at the direction of the Contractor under the terms of the Contract.
- R. Contractual Employee** – A non-permanent employee of the State of Maryland as defined in COMAR 17.04.13.03.
- S. Covered Lives** – Each individual enrolled in a plan.
- T. CPB** – Central Payroll Bureau of the State of Maryland.
- U. Data Breach** – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- V. “DBM”, “DBM OPSB” or “Department”** – The Maryland Department of Budget and Management, Office of Personnel Services and Benefits.
- W. Dental Benefits Program** – The group dental plans administered for State employees, retirees, and their dependents, as part of the State of Maryland Employee and Retiree Health and Welfare Benefits Program.
- X. Dependent** – An eligible person as defined in COMAR 17.04.13.03(A)(9), as amended from time to time.
See <https://dsd.maryland.gov/regulations/Pages/17.04.13.03.aspx>.
- Y. Dependent Child** – An eligible person as defined in COMAR 17.04.13.01(B)(3), as amended from time to time.
See <https://dsd.maryland.gov/regulations/Pages/17.04.13.01.aspx>.
- Z. DHMO** – Dental Health Maintenance Organization.
- AA. Direct Pay Enrollee** – An individual who is billed directly by the Department of Budget and Management for selected benefits, including COBRA Participants, Leave of Absence Participants, Contractual Employees, Part-Time Employees, and certain Retirees.
- BB. DPPO** – Dental Preferred Provider Organization.
- CC. EBD** – Employee Benefits Division of the Department of Budget and Management.
- DD. EBD Director** – Employee Benefits Division of the Department of Budget and Management Director.
- EE. eMMA** – eMaryland Marketplace Advantage; the State’s eProcurement system.
- FF. EOB** – Explanation of Benefits.
- GG. FMLA** – Family Medical Leave Act.
- HH. “Functional Area” or “FA”** – A contracted service requirement outlined within the RFP and subject to award.
- II. HIPAA** – The Health Insurance Portability & Accountability Act and its corresponding regulations, including HITECH.

- JJ. Information System** – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- KK. Information Technology (IT)** – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
- LL. Key Personnel** – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract.
- MM. LAW** – An unpaid leave of absence elected by a permanent employee, who is not eligible for State subsidy of benefits during such leave but is eligible to participate in certain benefits provided by the State of Maryland while on the unpaid leave of absence.
- NN. Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- OO. Medical Records Act** – The Maryland Confidentiality of Medical Records Act, Annotated Code of Maryland, Health – General Article, Title 4, Subtitle 3.
- PP. Member** – An employee, former employee or retiree (including Satellite and Direct Pay) who is eligible to participate in the State of Maryland Benefits Program pursuant to COMAR 17.04.13.03A, as amended from time to time, but does not include the member's dependents.
- QQ. Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- RR. MIA** – Maryland Insurance Administration.
- SS. No Pay** – Refers to situations in which employees or retirees do not have a sufficient amount in their paycheck or pension allowance to fund benefits deduction(s). Such insufficient balances may be the result of members not having sufficient leave balances or may be due to administrative error. Members are billed by the State for the insufficient balance and are provided a grace period to pay amount(s) due.
- TT. Normal State Business Hours** – Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: <https://dbm.maryland.gov/employees/Pages/employeesHome.aspx> - Please see bottom left side of the webpage for current year State Holidays.
- UU. Notice to Proceed (NTP)** – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date, or if the Department decides to exercise any of definite optional services identified in this RFP.
- VV. NTP Date** – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- WW. Offeror (or Bidder)** – An entity that submits a Proposal in response to this RFP.
- XX. Participant** – Each individual covered by a plan (Members and Dependents).

YY. Part-Time Employee – A permanent employee who works less than fifty percent of the standard workweek and is not eligible for State subsidy of benefits but is eligible to enroll in the State of Maryland Employee and Retiree Health and Welfare Benefits Program.

ZZ. Personal Information (PI) or Personally Identifiable Information (PII) – As defined by statute under the State Government Article, Annotated Code of Maryland, Section 10-1301(c):

1) “Personal information” means an individual's first name or first initial and last name, personal mark, or unique biometric or genetic print or image, in combination with one or more of the following data elements:

i) a Social Security number;

ii) a driver's license number, state identification card number, or other individual identification number issued by a unit;

iii) a passport number or other identification number issued by the United States government;

iv) an Individual Taxpayer Identification Number; or

v) a financial or other account number, a credit card number, or a debit card number that, in combination with any required security code, access code, or password, would permit access to an individual's account.

2) “Personal information” does not include a voter registration number.

AAA. PHI – Protected Health Information, as the phrase is defined in 45 CFR §164.501.

BBB. PMPM –or– Per Member Per Month, also defined as PEPM (Per Employee Per Month).

LLL. PPPM –or– Per Participant Per Month.

MMM. Procurement Officer – As defined in COMAR21.01.02.01B. (67) and prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After a Contract award, the Procurement Officer has responsibilities as detailed in the Contract and is the only State representative who can authorize changes to the Contract. The Procurement Officer may be changed at any time by written notice to the Contractor.

NNN. Program – State of Maryland Employee and Retiree Health and Welfare Benefits Program.

OOO. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.

PPP. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

QQQ. Provider – A licensed healthcare professional or organization certified to diagnose, treat, and prevent oral health conditions.

RRR. Reasonable and Customary (R&C) – A fee for a health service that is within the range of usual fees charged by Providers of similar training and experience, for the same service, within the same geographic area.

SSS. Request for Proposals (RFP) – This Request for Proposals issued by the Department of Budget and Management, Office of Personnel Services and Benefits (OPSB) (Department), with the

Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.

TTT. Retiree – As Defined in COMAR 17.04.13.03: (7) Retired employees who began State service on or before June 30, 2011, or who began State service on or after July 1, 2011 and are retirees of the Judges' Retirement System, and who qualify in accordance with §§A(7)(a) and (b) of this regulation. Neither service as a faculty member, teacher, or staff member for a community college or a local board of education prior or subsequent to State service, nor membership in the Teachers' Pension or Retirement Systems, shall in itself disqualify a former State employee who is otherwise eligible under §A(7) of this regulation. The only retired employees eligible for benefits under §A(7) of this regulation are those who: (a) Receive a retirement allowance pursuant to State Personnel and Pensions Article, Division II, Annotated Code of Maryland, and who have: (i) Retired directly from State service with a State retirement allowance on or after July 1, 1984, provided that the employee had at least 5 years of creditable service; (ii) Terminated State service with 16 years or more of creditable service; (iii) Terminated State service before July 1, 1984; or (iv) Terminated State service with 10 years of creditable service and within 5 years of normal retirement age; or (b) Receive a periodic distribution of benefits from the Maryland Optional Retirement Program under State Personnel and Pensions Article, Title 30, Annotated Code of Maryland, and who have: (i) Ended service with a State institution of higher education with at least 10 years of service and were at least age 57; (ii) Ended service with a State institution of higher education with at least 16 years of service; or (iii) Retired directly from and had at least 5 years of service with a State institution of higher education on or after July 1, 1984; (8) Retired employees who began State service on or after July 1, 2011, and who qualify in accordance with §§ 8(a) and (b) of this regulation. Neither service as a faculty member, teacher, or staff member for a community college or a local board of education prior or subsequent to State service, nor membership in the Teachers' Pension or Retirement Systems, shall in itself disqualify a former State employee who is otherwise eligible under §A(8) of this regulation. The only retired employees eligible for benefits under §A(8) of this regulation are those who: (a) Receive a retirement allowance pursuant to State Personnel and Pensions Article, Division II, Annotated Code of Maryland, and who have: (i) Retired directly from State service with a State retirement allowance provided that the employee had at least 10 years of creditable service; (ii) Terminated State service with 25 years or more of creditable service; or (iii) Terminated State service with 10 years of creditable service and within 5 years of normal retirement age; or (b) Receive a periodic distribution of benefits from the Maryland Optional Retirement Program under State Personnel and Pensions Article, Title 30, Annotated Code of Maryland, and who have: (i) Ended service with a State institution of higher education with at least 10 years of service and were at least age 57; (ii) Ended service with a State institution of higher education with at least 25 years of service; or (iii) Retired directly from and had at least 10 years of service with a State institution of higher education on or after July 1, 2011.

UUU. Satellite Account Employee or Retiree – An employee or retired employee of a political subdivision, agency, commission, or organization that is permitted by Maryland law to participate in the Program.

VVV. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.

WWW. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.

XXX. Sensitive Data – Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.

YYY. SPS – State Personnel System.

ZZZ. Spouse – An individual who is joined in marriage to an employee or retired employee, provided that such marriage is performed in a jurisdiction permitting such marriage.

AAAA. State – The State of Maryland.

BBBB. Subcontractor – An organization or entity that the Offeror plans to utilize for the purposes of providing services covered under this contract.

CCCC. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.

DDDD. TIN – Tax Identification Number.

EEEE. Total Proposal Price – The Offeror’s total price for services in response to this solicitation, included in Financial Proposal **Attachment B**.

FFFF. TPA – Third Party Administrator.

GGGG. TTY/TDD – A telephone-text device used by hearing impaired individuals whereby they communicate via telephone connected to a keyboard and screen.

HHHH. Use – With respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

IIII. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

Appendix 2. Financial Proposal Instructions & Form

B-1 Financial Proposal Instructions

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

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

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

the Department does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.

K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

B-1 Financial Proposal Form

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

See separate Excel Financial Proposal Forms titled **FA-1 Attachment B_DHMO-FI** and **FA2 Attachment B_DPPO-SF**.

Appendix 3. Labor Categories (for Each Functional Area)

- . **Contractor Account Executive** (One [1] full-time, equivalent [FTE], designated but not dedicated)

Position Description: The Contractor Account Executive serves as the single point of contact for the State regarding day-to-day project operations. The position shall oversee and direct all resources provided under this RFP. His/her responsibilities shall include overall project governance, communications with executives, planning, budgeting, execution, monitoring, control, quality assurance and implementing course corrections as needed. The Contractor Account Executive is responsible for performing the following:

1. Managing day-to-day project activities;
2. Identifying issues and risks and recommending possible issue and risk mitigation strategies;
3. Facilitating State agency and Contractor discussions and meetings;
4. Ensuring that performance is within scope, consistent with requirements, and delivered on time;
5. Identifying critical paths, tasks, dates, testing, and acceptance criteria;
6. Providing solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels);
7. Monitoring issues and providing resolutions for up-to-date status reports; and
8. Documenting and delivering project management related artifacts.

Education: This position requires a bachelor's degree from an accredited college or university in Accounting, Finance, Management, Communications, Business, or a related discipline.

General Experience: The proposed candidate shall have at least ten (10) years of experience in managing large scale employee benefit projects. (Note: Experience managing large scale federal or state employee benefit projects is preferred but not required.)

- A. **Contractor Account Service Representative** (One (1) 100% full-time equivalent [FTE], designated but not dedicated to the State)

Position Description: The Contractor Account Service Representative works closely with DBM OPSB to ensure the smooth running of the program and project(s). The Contractor Account Service Representative is responsible for performing the following:

1. Project scheduling;
2. Assigning staff;
3. Allocating resources;
4. Assessing risk and its management;
5. Coordinating the various components which contribute to the program and project(s) as a whole to ensure they are being delivered on time; ensuring that deadlines are met;
6. Updating staff and keeping all stakeholders in the program and/or project(s) informed of progress and any issues which may arise;

7. Supporting the EBD Director in operations;
8. As directed by the State, organizing, directing, and coordinating the planning and production of contract activities, projects and support activities, including those of subcontractors;
9. Developing work breakdown structures, charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations, as needed; .and
10. Using excellent written and verbal communications skills.

Education: This position requires a bachelor's degree from an accredited college or university.

General Experience: The proposed candidate shall have at least ten (10) years of experience in employee benefit program or project management.

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Appendix 10. 100 Character Monthly Eligibility File Layout

For Eligibility Claims Verification

<u>Position</u>	<u>Size</u>	<u>Class</u>	<u>Description</u>	<u>Data</u>
1 – 15	15	A/N	Document No.	
16 – 24	9	A/N	MD State Enrollee SSN	
25	2	A/N	Relationship Code	0 = Self 1 = Spouse 2 = Child 3 = Grandchild 4 = Stepchild 5 = Legal Ward
26 – 34	9	A/N	Patient SSN	
35 – 42	8	N	Patient DOB	MMDDCCYY
43 – 50	8	N	Incur from Date	MMDDCCYY
51 – 58	8	N	Incur Thru Date	MMDDCCYY
59 – 68	10	A/N	Group No.	
69 – 77	9	N	Amount Paid	9(7)v99
78 – 100	23	A/N	Filler	Spaces

Exhibit 4. Account Management Satisfaction Scorecard



STATE OF MARYLAND DENTAL PLAN ADMINISTRATION AND INSURANCE SERVICES
 EXHIBIT 4 ACCOUNT MANAGEMENT SATISFACTION SCORECARD SAMPLE DENTAL PLAN ADMINISTRATION AND INSURANCE SERVICES
 PERFORMANCE GUARANTEE #9 (FUNCTIONAL AREAS 1 AND 2)

Calendar Plan Year Evaluation for:	Review Period:
DBM Received Date:	Date of Evaluation:

Instructions: Designated members of the State of Maryland DBM staff will complete the scorecard to evaluate the account manager, or the overall service performance. An average score of 3 or higher will be counted as a passing score and create a valid pool of results. Performance to be rated quarterly. Ligated damages will be assessed for performance rated less than satisfactory. (Ratings scale is as follows: 5 = Outstanding, 4 = Commendable, 3 = Satisfactory, 2 = Needs improvement, and 1 = Unacceptable)

Performance Area	Basis for Measurement	Contract Management Division Comment	Operational Stakeholder Comments	Contract Management Division Score	Operational Stakeholder Score	Combined Average
Responsiveness	Account Management was responsive to requests and presented solutions timely.					
Accuracy	Account Management deliverables and responses to inquiries were accurate and complete.					
Escalation Management	Account Management responded to, and oversaw resolution of, escalations in a timely and comprehensive manner.					
Overall Satisfaction	Level of overall satisfaction with Account Management.					
Total Score						

Signature of Department of Budget and Management representative providing score and date evaluation completed.

Signature _____ Contract Manager's Name _____ Date _____