STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE

REQUEST FOR PROPOSALS (RFP)

SMALL BUSINESS RESERVE ONLY

MARYLAND HEALTH CARE COMMISSION
4160 Patterson Avenue
Baltimore, MD 21215

VIRTUAL COMPARE© - An Information Only Web Portal For Comparison of Health Benefits and Cost for the Small Group Market

MHCC 10-008

Offerors are invited to submit proposals in conformance with the requirements established by the specifications herewith.

Minority Business Enterprises Are Encouraged To Respond To This Solicitation.

Publication Date: 12/07/2009

Note: Please see Part IV, Section 2.14, clause #2 for cautions regarding the confidentiality of proposals submitted in response to this RFP.

Rev 11/08

ENCOURAGEMENT OF PARTICIPATION STATEMENT

The State of Maryland is actively seeking to increase participation from businesses and organizations in the procurement of goods and/or services. Accordingly, all potential bidders/offerors are encouraged to complete the "Notice to Vendors/Contractors," which is on the following page, supplying comments and/or the reason(s) for declining to bid or to make an offer in response to this solicitation. Please return this form either with your submission package or in an envelope addressed to the issuing office listed on the Key Information Summary Sheet, even if you are not submitting a proposal.

Vendor Comments

In order to help us improve the quality of State solicitations, and make our procurement process more responsive and business-friendly, we ask that you take a few minutes to complete this form and submit it to the Procurement Officer listed on the following page. Thank you for your assistance.

Bid/Proposal Number: **MHCC 10-008** Entitled: **VIRTUAL COMPARE©** - An Information Only Web Portal for Comparison of Health Benefits and Cost for the Small Group Market

I. If you are not bidding, please indicate why:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not in our business line.
- ☐ We lack experience in the work/commodities required.
- ☐ The scope of work is beyond our current capacity.
- ☐ We cannot be competitive (Please explain below.)
- ☐ Specifications are either unclear or too restrictive. (Please explain below.)
- ☐ Bid/proposal requirements, other than specifications, are unreasonable or too risky. (Please explain below.)
- ☐ Time for completion is insufficient.
- ☐ Bonding/insurance requirements are prohibitive. (Please explain below.)
- ☐ Doing business with government is simply too complicated.
- ☐ Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory (Please explain below.)
- ☐ Other:_____

II. Please explain your response further, offer suggestions or express concerns. (Use the back for additional information.)

REMARKS: _____
_____
_____
_____
_____

OPTIONAL:

Vendor Name: _____ Date _____

Contact Person: _____ Phone (_____) _____ - _____
Address or e-mail:_____
_____
_____

Thank You!!!

KEY INFORMATION SUMMARY PAGE

Title of RFP: **VIRTUAL COMPARE©** - An Information Only Web Portal for Comparison of Health Benefits and Cost for the Small Group Market

RFP Issue Date: December 7, 2009

RFP Number: MHCC 10-008

Description of services: Design, build, and maintain VIRTUAL COMPARE©, an information-only web portal that allows small group employers (2-50 employees) to compare on a 24/7 basis the benefit details, limitations, cost sharing and premiums for the health plans that are offered by Maryland licensed insurers, non-profit health service plans, and HMOs ("carriers"). The web portal must appear as part of the MHCC website, but will be developed, hosted and maintained, and updated by the contractor. The web portal must also support the Health Insurance Partnership ("Partnership"), a subsidy program for qualifying employer groups.

- Minimum Requirements: The contractor must have proven ability to design, build, update and maintain an information-only web portal that allows interested third parties to compare or extract information on benefit details, limitations, cost sharing, and premiums for the health plans that are offered by licensed insurers, non-profit health service plans, and HMOs ("carriers"). The web portal must be for illustrative purposes only for use by employer groups as defined by the MHCC and designed in a format similar to that used by national proprietary health plan coverage and information websites. The web portal must integrate the Partnership web page and other general small group market (SGM) insurance information resident on the MHCC website. The web portal must also provide a vehicle for broker/agents to self-register their contact information.

- The contractor must have at least five years of experience generating health insurance information that details benefits, limitations, cost sharing, and premiums offered by multiple carriers.

- The contractor must have a strong financial position to support sustainability.

Procurement Method: Competitive Sealed Proposals (COMAR 21.05.03)

Contract Term: January 1, 2010 – June 31, 2013, with two one-year renewal options.

eMaryland Marketplace: In order to receive a contract award, an offeror must be registered on eMaryland Marketplace (eMM). The eMM website is https://ebidmarketplace.com/.

Electronic Funds Transfer: By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (Appendix H). Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

Issuing Office: Maryland Health Care Commission

Issuing Office Point of Contact:

Bruce Kozlowski, Director
Center for Health Care Financing & Health Policy
Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, Maryland 21215
Phone: (410) 764-3482; cell: (443) 610-0406
Fax: (410) 358-1311
bkozlowski@mhcc.state.md.us

Procurement Officer:

Sharon M. Wiggins, Administrator
Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, Maryland 21215
Phone: (410) 764-3329

Deadline for receipt of proposals: **FRIDAY, JANUARY 22, 2010 @ 4:00 P.M. LOCAL TIME**

Proposal(s) Received At: ***Maryland Health Care Commission (MHCC), Receptionist's Desk, 4160 Patterson Avenue, Baltimore, Maryland 21215***

A pre-proposal conference is scheduled for **Tuesday, December 15*, 2009,*** at 3:00 PM EST in Rm. 100 at the Commission headquarters located at 4160 Patterson Avenue, Room 101 in Baltimore, Maryland 21215. Submission of written questions prior to the Bidder's Conference is highly recommended. Please forward questions and verification of attendance to Sharon Wiggins at swiggins@mhcc.state.md.us by Friday, December 11, 2009.

Directions to the Maryland Health Care Commission— ***From Beltway (695):*** Take exit **18A** (Lochearn, Route 26). Follow Liberty Road for several lights; when you see a cemetery (Woodlawn Cemetery) on your right, turn left at the next light **onto Patterson Avenue**. Follow Patterson Avenue; cross Wabash Avenue and the railroad tracks. After passing the Home Depot, turn left. The Commission is located in the Reisterstown Plaza at the corner of Patterson Avenue and Reisterstown Road. ***From downtown Baltimore:*** Take **I-83 North to Northern Parkway, West (2nd exit)**. Follow Northern Parkway. After passing Park Heights Avenue, turn right **onto Reisterstown Road**. The next light after passing Ford's Lane is **Patterson Avenue**. **Turn left** onto Patterson Avenue, and take the first right into the mall.

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GLOSSARY: Definition of Terms and Acronyms used in this RFP

CSHBP - Comprehensive Standard Health Benefit Plan

COMAR - Code of Maryland Regulations

DBM- Maryland Department of Budget Management

DHMH - Department of Health & Mental Hygiene

DUA – Data Use Agreement

HMO – Health Maintenance Organization

IIS - Internet Information Services which is a set of internet-based services for servers using Windows

LAN – Local Area Network

MHCC - Maryland Health Care Commission

MIA – Maryland Insurance Administration

Net 3.5 - a software framework that manages the execution of programs

RFP – Request for Proposals

SB637 – Health Insurance – Small Group Market Regulation - Modifications

SQL - Structured Query Language - a database computer language designed for the retrieval and management of data in relational database systems

PART I

SPECIFIC REQUIREMENTS OF PROPOSED CONTRACT

1.0 INTRODUCTION

The Maryland Health Care Commission ("Commission") is a 15 member independent commission located within the Department of Health and Mental Hygiene. The Commission is soliciting proposals from qualified offerors to provide expertise in the design, build, and maintenance of an information-only web portal that allows small group employers to compare on a 24/7 basis the benefit details and costs for the health plans that are offered by Maryland licensed insurers, non-profit health service plans, and Health Maintenance Organizations.

The Commission intends to make ***a single award*** as a result of this RFP.

All communications regarding this RFP are to be made only by the Procurement Officer (see Key Information Summary Sheet). Information communicated by the Procurement Officer shall constitute the official position of DHMH.

2.0 BACKGROUND

In 1993, the Maryland General Assembly passed legislation creating the Comprehensive Standard Health Benefit Plan (CSHBP) which is Maryland's insurance program for small employers with two to fifty employees. The CSHBP by design is a very prescriptive program with a cost ceiling, specified cost sharing, and a comprehensive core of services. Over the subsequent years, the Commission added a number of mandated services. Because there has been a decline in the number of employers and employees participating in the CSHBP, and because the premiums have been increasing faster than wages, the Commission contracted with its' actuary to analyze a series of options for potential reform of the CSHBP resulting in a report to the legislature in December, 2007. The report was the basis for SB637 which was introduced and passed during the 2009 legislative session. This legislation requires the Commission to develop a web-based capability that allows purchasers to compare on a 24/7 basis benefit details and costs for health plans offered by licensed insurers, non-profit health services plans, and HMOs participating in the small group market.

3.0 PURPOSE

The purpose of this solicitation is to contract with a Offeror who can successfully deliver an information only web portal that will allow small group purchasers to compare on a 24/7 basis, benefit details and cost information for health plans offered by licensed insurers, non-profit health services plans, and HMOs, and integrates the Maryland Health Insurance Partnership web page and other general small group market (SGM) insurance information resident on the MHCC website (accessed by going to http://mhcc.maryland.gov/ and selecting "small employer/employees"). This RFP is designed to provide interested offerors with sufficient basic information to submit a proposal meeting stated requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. If there is specific functionality that the offeror feels has not been specified in Section 4.0 or 5.0 of this RFP that would compromise the efficiency and effectiveness

of the end product or would enhance the end product, such functionality may be addressed in the submitted proposal but must be identified in bold as a value added service and identified and separately priced from the overall budget in the cost of the proposal.

4.0 SERVICES TO BE PERFORMED

4.1. Work Plan

The work plan shall contain a project management flow chart using Microsoft Project showing all major steps in the design and development of Virtual Compare and meeting all the deliverable requirements as defined in Section 5.0 of this RFP, with specific tasks and dates for completion of each step. In addition, the work plan shall identify all inputs/resources needed for the project. Each of the major steps shall be broken into specific tasks along with the name(s) and position title(s) of each staff member responsible for each task and the number of hours assigned for each individual to each task**.** The contractor shall meet with the MHCC's Contract Monitor and Project Manager each week until the work plan is completed and approved. In addition to the work plan, complete the worksheet in Appendix C as part of the response to the RFP.

Due 30 days after contract execution. If the initial comprehensive work plan is not accepted by the MHCC, the contractor will be given 5 business days to meet with MHCC staff and submit a revised work plan.

Note: Delays in receiving MHCC approval of the work plan will not alter the deliverable dates specified in this RFP. No payment for any deliverable can be made without an approved work plan.

4.2 Executed Agreements

In order to build the web portal, executed agreements must be in place with the Maryland licensed insurers, non-profit health service plans and HMOs ("carriers") participating in the small group market that allow the selected offeror to receive and display on their web portal benefit details, plan limitations, cost sharing levels, and premiums for the base CSHBP, the two most frequently purchased health plans with riders, and any additional approved health plans that carriers would like to be posted at no cost to the MHCC. Because the agreement is between the selected offeror and carriers, both parties are responsible to determine the content of the agreement.

The executed agreement between the carrier and the contractor and must address all costs incurred in acquiring and producing the required information for posting. The agreement must contain a clause acknowledging that any information produced by the health plan for posting on the web portal must be reviewed and approved by the MHCC prior to posting, and must be consistent with the carrier's filings with the Maryland Insurance Administration. Failure to execute a timely agreement with CareFirst, United HealthCare, Aetna, Kaiser, and Coventry suspends further work on the project unless additional work is approved by the MHCC.
Due 45 days after contract execution.

4.3. Site Design Options

The contractor will provide for MHCC consideration, up to three options for graphic design, structure and functionality of the web portal, including the solution for integrating the Partnership web page and Small Employer Information web page materials.

- The web portal must be easy to understand and navigate, and the display of information must be straightforward and abbreviated. The contractor may want to consider the design recommendations by Steve Krug in his book, **Don't Make Me Think.**

- The web portal must include a broker/agent contact solution that will assist employers in searching for information on broker/agent(s) by zip code/by-carrier, and by carrier/by zip code.
- The broker/agent listing on the web portal is voluntary, but in order to be listed, the broker/agent will at a minimum be required to enter their Maryland Insurance Producer license number, which will give them access to a tutorial provided by the MHCC addressing the small group market and the Partnership.
- At the conclusion of the tutorial, the broker/agent shall complete the following required fields in addition to their license number: their name, agency name, business address, telephone number, email address, and carrier name(s) for which they are authorized to sell.
- The Broker/agent contact solution must allow for updates of the contact information by the broker/agent and the tutorial by MHCC.
- A disclaimer must appear on the broker/agent contact solution that e posted information does not infer MHCC' association with or preference for broker/agents who voluntarily list on the web portal.

The website content to be incorporated into the **VIRTUAL COMPARE©** portal will be as defined by the MHCC with supporting information provided through data use agreements between the contractor and the carriers, and from information on the MHCC website.

Due 30 days after approval of the Work Plan

4.3.1 Functional Requirements: The MHCC welcomes recommendations for improved functionality or features that will increase the web experience for the users; however, the following are minimum functional features to guide the design effort:

- Understandability of the site by the small business owners is the highest priority. The design should maximize usability and accessibility by organizing information into discrete parts that are one web page or less in length as well as providing layers of information with further detail.
- Where definitions are needed, an automatic pop-up type display is preferred.
- Inclusion of tools that assist users to search by maximum premium, plan design, and carrier

- Capability to support the simultaneous comparison of benefit details, plan limitations, cost sharing and premiums for a minimum of thee health plans based on the illustrative employer groups as defined by the MHCC.
- Use of variable font: size, type, color, and contrasting background so as to be highly readable for individuals with diminished visual capacity in keeping with the requirements of Section 508 of the federal Rehabilitation Act, while maintaining a professional appearance to the site
- Capability for the user to download and print viewed pages.
- Presentation of information for visitors in a manner that:
  - Maximizes the understanding of the content by a non-technical audience,
  - Minimizes the need for technical knowledge by limiting use of acronyms and technical terms,
  - Explains any technical terms and acronyms that cannot be eliminated, preferably by pop-up if incorporated into text.
  - Provides a function for the user to access additional expanded information.

4.3.2 Minimum health plan information to be included on the web portal for each health plan:

- Corporate logo
- Name of the carrier
- Name of the health plan (i.e., plan type or delivery system)
- Deductibles
- Coinsurance
- Copayments
- Provider network restrictions
- Enrollee service cost sharing and/or limitations for:
  - Office visits
  - Preventive care
  - Emergency room services
  - Hospitalizations
- Premium information for up to eight employer group average age compositions, for four geographic regions if applicable for:
  - CSHBP base plan without riders
    - Employee only
    - Employee plus spouse
    - Employee plus child(ren)
    - Family
  - The carrier's two most frequently sold health plans/benefit packages with riders in the previous calendar year
    - Employee only
    - Employee plus spouse
    - Employee plus child(ren)
    - Family
  - Up to two additional health plans/benefit packages that the carrier would like to promote

- Employee only
- Employee plus spouse
- Employee plus child(ren)
- Family

4.3.3 Entering the web portal

When entering the web portal, the employer user must provide the following information:

- zip code of primary business location
- number of full time (at least 30 hr/wk) employees
- average age of full time employees

4.3.4 Layout of monthly reports

Tabulation of the web portal entry information and any other inquiries of the contractor must enable the MHCC to track use of the site over time showing the number of illustrative searches made by each employer group in the aggregate; by age (8 categories), region (4 categories), size of group (4 categories), age by region and group size, and group size by age and region using conventional web tracking software such as Google Analytics.

4.3.5 Hosting Requirements for VIRTUAL COMPARE

The web portal, which must be operational on a 24/7 basis, will be hosted on the selected offeror's server and must appear as a part of the MHCC's website to the user. To ensure seamless operation and public perception between the various components of the MHCC web site, the contractor must adhere 100% to the MHCC standards for website design contained in Appendix B. These standards include the State of Maryland and Department of Health and Mental Hygiene (DHMH) corporate identity requirements.

4.4 Design Selection and Execution

The MHCC intends to convene a meeting of stakeholders to provide feedback on design(s) proposed by the contractor. The contractor shall attend the meeting, explain the proposed design(s), gather and assimilate the feedback on consumer preferences, and integrate this feedback with MHCC staff input and propose a final design of the web portal.

4.4.1 Application Design Plan

The final design of the web portal must comport with all system and support requirements as defined in this RFP. The contractor shall submit a written application design plan for the selected design to the MHCC prior to the start of development of the web portal. Specifications for the content of the design document are contained in Appendix B, "Requirements for Web Development". The application design plan must include specific detail to enable MHCC staff to determine how future enhancements to the site will be accomplished. The plan shall include, but not be limited to: a flowchart of the design, complete software description(s), table descriptions, proposed code(s), a crosswalk to the content for each component of the Partnership web page and SGM web information, complete descriptions of functional components, and other pertinent information deemed important to the contractor in communicating the application design plan. The design plan shall be approved by MHCC prior to building the web portal. All approved requirements must be followed in constructing the VIRTUAL COMPARE web portal.

Due 45 days from MHCC final design selection.

4.5. Fully Operational Web Portal for Testing

Fully operational contractor-hosted VIRTUAL COMPARE web portal that comports to the approved design document.

The contractor shall develop a test site that can be accessed by designees of the MHCC for purpose of verifying that the web portal meets the graphic design, functionality and system requirements as defined in this RFP.
Due 60 days from date of final MHCC approval of the Application Design Document.

4.6. Review and Validation of the Web Portal Usability testing

The contractor will host a test site for review, validation and usability of content and effective navigation of the web portal.

The test site will be available by password for individuals who are designated by MHCC to provide feedback and recommendations. **The test site will remain operational until all design elements and functions are tested and approved.**

Testing to be comprised of a minimum of five (5) business days for stakeholder testing, 5 business days to make corrections and 5 business days for retesting until approved.

4.6.1. The Contractor shall document all comments received during the test period, categorize into groupings, and assign a disposition to each comment and provide in writing to the MHCC.

4.6.2. The Contractor will make any necessary corrections; provide documentation of each correction, and submit that component of the web portal to a retest and buy-off by the Contract Monitor.

4.6.3. A written summary of feedback will be communicated weekly to the Contract Monitor during the test period. A complete written listing of comments and disposition shall be provided as part of the documentation provided per Section 4.7.

4.7. Written Documentation Requirements

The Contractor shall provide complete written documentation necessary for upgrading, ongoing maintenance, and replication of the design characteristics and functionality of the web portal and, as needed, provide training to MHCC staff.

4.7.1 The contractor will document the information and steps needed to build any interactive complements of the web portal and provide a written flowchart that describes the source of data/information, format of data/information, any data processing required,

how data is obtained, and its functionality.

4.7.2 The contractor will document in writing each link to another web site the date the link was confirmed, website address, name of site and document name and retain for reference by the MHCC.

4.7.3 Provide full written documentation of the web portal to MHCC staff at installation and at any future time web site components are updated.
10 days from tested, approved and fully operational web portal.

4.8 Site Installation, Testing and Implementation

The web portal shall be installed, fully tested, and operational at least two (2) weeks prior to official public release of the web portal, and within the timelines set forth in the contract.

4.9 General Requirements

4.9.1 Progress Reports

Except as specified above, the contractor shall provide weekly written progress reports due each Wednesday for the first 30 days of the project, and bi-weekly due by the 1st and 3rd Wednesday of each month thereafter detailing accomplishments, problems encountered, corrective action, and the contractor's compliance with the deliverable schedules. The progress reports will be electronic documents in Microsoft Office formats. Every week, the contractor shall brief MHCC staff on the project, either in person or by teleconference. Once each month at a minimum, the briefing shall be in person, unless waived by the Project Manager.

4.9.2 Attendance at Meetings

Web portal enhancements will be made in consultation with MHCC and selected providers/stakeholders. In addition to the meeting described in 4.4.1 and if directed by the MHCC Contract Monitor, the contractor shall attend designated meetings to brief attendees about changes to the web portal. Such attendance will be considered unit work as specified in Appendix A. Attendance at meetings is estimated to be up to 6 hours, but no guarantee of a minimum number of meeting hours is made.

4.9.3 Satisfaction of Timetable

The contractor shall meet the timeframes specified in the contract.

4.9.4 Key Personnel

The MHCC believes strongly that the quality of the work for this project is directly linked to both the continuity and the quality of the staff assigned by the contractor. Unless substitution is approved, key personnel shall be the same personnel proposed in the Contractor's technical proposal, which will be incorporated into the Contract by reference.

Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the technical proposal. A letter of commitment from each staff member and contractor assigned to the project should be submitted with the proposal. Key personnel may not be removed by the Contractor from working under this Contract as described in the RFP or the Contractor's technical proposal without the prior written consent of the Contract Monitor.

4.9.5 Reports and Deliverables

The contractor shall prepare and deliver to the MHCC two (2) paper copies and two (2) electronic copies of any report or deliverables required to fulfill this contract as approved by the Contract Monitor.

4.9.6 Ownership of Data, Software, Information, and Reports

Any data, software and source code developed, information used and/or reports collected or prepared by the Contractor in the course of performing its duties and obligations under a contract resulting from this RFP shall be deemed to be owned by the MHCC. The ownership provision is in consideration of the contract's use of public funds in collecting or preparing such data, software, information, and reports. These items shall not be used by the Contractor for any independent project of the Contractor or publicized by the Contractor without written permission of the MHCC. Subject to applicable State and Federal laws and regulations, the MHCC shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such data, information, and reports. At the termination of the Contract, the Contractor shall make available all such data, source code, software, information, and reports to the MHCC within thirty (30) days following termination of the contract or such longer period as approved by the MHCC.

Except as otherwise provided in this subsection, if any material able to be copyrighted or patented is developed by the Contractor in the course of performance of a contract resulting from this RFP, the MHCC and the State of Maryland shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, and authorize others to do so.

4.9.7 Confidentiality

In the course of collecting and analyzing these data, the contractor may have access to insurance rate information that is designated as proprietary and confidential. It is the policy of MHCC that proprietary information must be protected. The contractor shall be bound by all relevant confidentiality requirements in applicable state and federal laws and regulations regarding personal identifying information. The contractor shall be responsible for safeguarding the confidentiality of information by any subcontractor it employs. The importance of such safeguards cannot be overstated. The release of any confidential or proprietary information will be considered a breach of contract and may lead to the termination of the contract.

The successful contractor will be required to sign a MHCC data use agreement (DUA) as part of the contract. The data use agreement limits the ways in which the contractor may use the data and requires the return/destruction of any MHCC-provided data held by the contractor. A MHCC DUA is included in Appendix D.

4.9.8 Contract Years 1 and 2

The contractor may propose a maintenance fee for Years 1 and 2, but the maintenance fee if any, must be individually identified and priced in the Cost Proposal. Any required enhancements in Years 1 and 2 will be initiated on a work order basis using a contract modification. The offeror shall submit a fully loaded fixed price hourly rate for Years 1 and 2.

5.0 DELIVERABLES AND KEY PERFORMANCE INDICATORS

Deliverables listed below (except for general requirements) are expected to be completed in the sequence shown below. MHCC intends to provide written feedback to the contractor for those tasks/deliverables requiring feedback within five (5) business days.

Task	Deliverable	Due Date	% of Fixed Price
SERVICES TO BE PERFORMED			
4.1	Meet with MHCC to finalize the project Work Plan.	30 Days after contract execution	10% after work plan is approved and submission of invoice
4.2	Provide Copies of Executed Data Agreements with health plans	45 Days after contract execution	5% after review and approval of Agreements and submission of invoice
4.3	Submit Design Options to MHCC staff	30 Days after approval of Work Plan	10% after receipt and approval of compliant design options and submission of invoice
4.4.1	Submit Application Design Plan	45 Days after design selection	15% upon approval of design and submission of invoice
4.5	Produce Fully Operational Web Portal for Testing	60 Days after approval of Application Design Plan	
4.6	Test VIRTUAL COMPARE Web Portal	Initial Usability Test - 5 Days of Stakeholder test, 5 Days for correction, 5 Days for re-testing until approved Final Usability Test - 5 Days of Stakeholder test, 5 Days for correction, 5 Days for re-testing until approved	20% upon completion of acceptance testing and submission of invoice
4.7	Production of VIRTUAL COMPARE Web Portal Systems Documentation	10 Days after tested, approved and fully operational VIRTUAL COMPARE web portal	15% upon review and acceptance and submission of invoice
4.8	Install and Implement Fully operational VIRTUAL COMPARE Web Portal	Six months or less from the date of approval of the work plan, but not more than 30 calendar days from the date the web portal is fully operational and ready for testing	25% upon delivery of all deliverables and submission of invoice

The successful contractor shall assign dollar values to the billing/payment schedules and submit the document to MHCC on or before the project work plan meeting described in Part 1, Section 4.1 for approval. MHCC reserves the right to reduce or withhold contract payment in the event the contractor does not provide the MHCC 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. Any action on the part of the MHCC, or dispute of action by the contractor, shall be in accordance with the provisions of Md. Code Ann. St. Fin. & Proc. §15-215 through §15-223 and with COMAR 21.10.02.

PART II

ORGANIZATION OF PROPOSAL

1.0 GENERAL FORMAT

1.1 Three-Part Submission

A. Offerors shall submit in separate sealed envelopes technical, financial proposals and MBE Attachments A and B in the following manner:

1.) ***One (1)*** original (to be so labeled) and ***eight (8)*** copies (one unbound and marked "PIA Copy"*) and ***eight (8)*** compact disks of the technical proposal in a sealed envelope clearly labeled "Technical Proposal"; and,

2.) ***One (1)*** original (to be so labeled) and ***eight (8)*** copies (one unbound and marked "PIA Copy"*) ***and eight (8)*** compact disks of the financial proposal in a sealed envelope clearly labeled "Financial Proposal".

*(see Part IV, Section 1.4 for an explanation of this Public Information Act (PIA) copy)

B. Each envelope shall, in addition, be labeled with the following:

1.) the offeror's name and business address;
2.) the due date/time for receipt of proposals; and
3.) the title of the RFP.

C. All pages in the technical proposal must be numbered, either consecutively from beginning to end, or consecutively by section.

1.2 Transmittal Letter

Technical proposals are to be accompanied by a brief transmittal letter prepared on the offeror's letterhead, and signed by an individual who is authorized to commit the offeror to the services and requirements as stated in the RFP and proposals. This transmittal letter shall include:

A. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the offeror to the contract, who will receive all official notices concerning this RFP; and

B. The Offeror's Federal Tax Identification Number or Social Security Number.

C. Acknowledgement of the receipt of any amendments/addenda to the RFP.

2.0 VOLUME I: TECHNICAL PROPOSAL

2.1 Format and Content

Proposals shall be clear and precise and shall affirmatively address all points as outlined in order in which it is presented in Part I, Section 4.0*. All offerors shall present their technical proposal in the following manner:

Statement of the Problem
Proposed Work Plan
Corporate Qualifications
Corporate and/or subcontractor experience with the types of work needed to complete the work outlined in the RFP
- ***References***
- ***Corporate Organizational Chart***
- ***Evidence of Fiscal Integrity***
- ***Legal Action Summary***
- ***Subcontracting***
- ***Past State Experience***

Experience of Proposed Staff
- ***Resumes***
- ***Organizational Chart (Personnel)***
- ***Licensing/Certification of Individuals***

Economic Benefit to the State

2.2 Summary of items to be completed and submitted with Technical Proposal

1.) Bid/Proposal Affidavit
State procurement regulations require that each proposal submitted by an offeror include a Bid/Proposal Affidavit. A copy of this Affidavit is included as Appendix F of Part VI of this RFP.
2.) References
3.) Organizational Chart
4.) Fiscal Integrity Documentation
5.) Legal Action Summary
6.) Past State Experience
8.) Confidentiality Statement w/ justification (Identify any sections of the proposal that are considered "trade secrets" and/or confidential or proprietary information. For a detailed explanation of this requirement, see Part IV, Section 1.4 Confidentiality of Proposals).
9.) All other required appendices and/or affidavits required.

3.0 Volume II: FINANCIAL PROPOSAL

3.1 Format

Offerors shall enter all price information on Appendix A : "Financial Proposal Sheet" and submit it under separate sealed cover as described in Part II, Section 1.1 above.

The MHCC has **specifically defined certain "structural" items within this RFP. This has been done solely to provide an "apples to apples" comparison of price proposals among the various offerors and we ask that you quote your proposed configuration, functionality, staffing, time allotment, deliverable benchmarks and cost**s **explicitly.**

If there is specific functionality that the offeror feels has not been specified in Section 4.0 or 5.0 of this RFP that would compromise the efficiency and effectiveness of the end product or would enhance the end product, such functionality may be addressed in the submitted proposal but must be identified in bold as a value added service and identified and separately priced from the overall budget in the cost of the proposal.

3.2 Summary of Items to be Completed and Submitted with the Financial Proposal

1.) Confidentiality Statement w/ justification (Identify any sections of the proposal that are considered "trade secrets" and/or confidential or proprietary information. For a detailed explanation of this requirement, see Part IV, Section 1.4 Confidentiality of Proposals).

PART III

EVALUATION AND SELECTION PROCEDURE

1.0 EVALUATION COMMITTEE

A committee will conduct the evaluation of proposals. Proposals will be reviewed as a preliminary matter by the Procurement Officer to determine if they meet any minimum requirements set forth in the Key Information Summary and Part I, Section 1.0. Proposals that do not meet the minimum requirements, or are otherwise found not reasonably susceptible for award will not be considered further and the financial proposal will be returned unopened. During the evaluation process, the committee may request technical assistance from any source. Technical proposals will be evaluated in accordance with the criteria listed in Part III, Section 1.1 below.

The financial proposals will not be distributed to the committee until the technical evaluation is completed. Alternatively, a separate committee may be established to evaluate financial proposals concurrently with the committee that is evaluating the technical proposals. In this case, the separate committees may have no contact with each other until the time that both committees have completed their assigned tasks.

1.1 Evaluation Criteria

The evaluation criteria set forth below are arranged in descending order of importance. (1 is more important than 2 and 2 is more important than 3, etc.).

1. Proposed Work Plan

a. To what extent does the proposed work plan succeed in meeting the requirements and time frames of the RFP? Are the proposed time frames realistic? Are deliverable deadlines recognized as deadlines?
b. How sound is the methodology used to carry out the work plan?
c. Is there an outline of the management concepts employed by the offeror? How realistic is the outline?
d. Is there a project management plan that includes project control mechanisms? How sound is the plan?
e. Is there a process to monitor the delivery of contract deliverables? How sound is this process?
f. The overall approach to effectively integrating new content with existing Partnership and small employer website information and achieving a highly user friendly interface.
g. The approach to determining a structure and organizing the proposed content
h. The approach to creating navigation that is straightforward for a novice as well as an experienced web user.
i. The approach to ensuring functional requirements outlined in Part 1, Section 4.3 is incorporated into the design.
j. A discussion of how the offeror will use feedback from MHCC and stakeholders to revise the design, if revisions are needed.

k. The proposed protocol for hosting a test site and to validate effectiveness of the web portal.
l. The approach to providing documentation of all web portal operations and maintenance procedures timely upon completion of the web portal.

2. Corporate Qualifications

a. Does the contractor demonstrate proven ability to design, build and maintain a web portal?
b. Based on the description given in their proposal, is there any conflict of interest, financial or legal issues to be resolved?
c. Does the offeror demonstrate at least five years of experience generating benefit plans, out-of-pocket expenses and premium cost information?
d. Does the offeror demonstrate corporate and/or subcontractor experience with the types of work needed to design, build and maintain a contractor hosted web portal that provides on a 24/7 basis, benefit details, limitations, cost sharing and premiums for health plans offered by licensed insurers, non-profit health services plans, and HMOs; integrates the Maryland Health Insurance Partnership web page and other general small group market insurance information resident on the MHCC website; and includes a broker/agent contact solution that will assist employers seeking a broker/agent to access the information by zip code/by-carrier and by carrier//by zip code?
e. How does the offeror intend to incorporate information currently on the MHCC website for the small group market and the Partnership?
f. What is the capability of the contractor to negotiate or have in place agreements with all Maryland licensed insurers, non-profit health service plans and HMOs participating in the small group market that allows the contractor to display current benefit details, limits, cost sharing and premium cost information.
g. What are the overall capabilities of the offeror and/or subcontractor as related to the requirements in the RFP, i.e., size and type of staff, finances, experience, etc?
h. Does the offeror present evidence that demonstrates the ability to produce high quality deliverables within fixed costs and time frameworks?

3. Experience and Qualifications of the Proposed Staff

a. How well are the named individuals matched to this project with respect to their past work experience and credentials?
b. How much actual experience does each staff person have that is applicable to this project?
c. Is the proposed staffing pattern adequate to deliver the services to be performed?
d. What is the combined experience of the proposed staff in design and building of web sites of a comparable nature?
e. What is the combined experience of staff in communicating health insurance information to the intended audience?
f. What is the experience of staff in working with stakeholder feedback to design comparable web sites?
g. Are letters of commitment from each staff member assigned to the project

included?

4. Statement of Problem

a. Has the offeror clearly demonstrated an understanding of the scope of work or is the RFP parroted in the offeror's proposal? How innovative is the offeror's solution to the problem?
b. Has the offeror clearly demonstrated an understanding of the goals and mission of the MHCC as it relates to the work proposed in this RFP?

5. Economic Benefit to State of Maryland

a. Is it a Maryland based and staffed company?
b. How many contract dollars are to be recycled into Maryland's economy? How much tax revenue, etc.
c. How many and what types of jobs for Maryland residents will result?
d. Is any other economic benefit to the State of Maryland identified?
e. What is the estimated subcontract dollars committed to Maryland small business?

1.2 Evaluation Process

The Procurement Officer will first determine if all minimum requirements as specified in the RFP, if any, have been met. Any offeror who does not meet minimum requirements will be declared "not responsible." If either determination is made at this point the offeror's proposal will be returned without opening the financial portion. The committee will then evaluate each technical proposal using the evaluation criteria set forth above. As part of this evaluation, the Committee may hold discussions with all qualified or potentially qualified offerors (see Section 1.3 below). Only those offerors whose technical proposals are ultimately deemed reasonably susceptible of being selected for award and who are determined "responsible" will be considered "qualified offerors." Accordingly, if the committee, with the concurrence of the Procurement Officer, determines at any time that an offeror is not reasonably susceptible of being selected for award, or the Procurement Officer determines an offeror not to be responsible, that offeror will be notified and the financial proposal returned unopened if possible.

Following the completion of the technical evaluation of all offerors, including any discussions, the committee will rank each qualified offeror's technical proposal. Unless there is a separate evaluation team to review financial proposals, the financial proposal of each qualified offeror will then be distributed to the committee. The committee may enter into discussions concerning the qualified proposals. Unless already evaluated by the financial team, at this point the committee will rank each offeror's financial proposal from lowest to highest cost to the State. Then, if it is determined to be in the best interest of the State, the Procurement Officer may invite offerors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer (See Part III, Section 1.4).

The committee will recommend the offeror whose overall proposal provides the most advantageous offer to the State considering price and the evaluation criteria set forth in the RFP.

In the case of multiple awards the next advantageous, and the next after that up to the number stated in Part I, Section 1.0, will also be recommended. In arriving at this recommendation, the technical proposal will be afforded ***more*** weight than the financial proposal. If, however, the technical ranking is essentially equal for two or more offerors, the cost as described in the financial proposal may become the primary determinant of award, at the discretion of the evaluation team.

As permitted by COMAR 21.05.03.03A (6), the Procurement Officer and agency head may accept or decline any or all recommendations from the committee. Nevertheless, in each case, the criteria set forth in Part III, Section 1.1 will govern decisions.

The MHCC will notify all offerors of the outcome of the solicitation. If an MBE subcontracting goal was established for this solicitation, the notification will include instructions and the deadline for the recommended offeror to submit the remaining MBE documentation: *Outreach Efforts Compliance Statement (MBE Attachment C)* and *MBE Subcontractor Project Participation Statement (MBE Attachment D)*. Once all contract approvals have been obtained, notice of award of the contract will be published by the MHCC in the Maryland eMM and DHMH websites.

1.3 Discussions

The Evaluation Committee may enter into discussions with qualified or potentially qualified offerors as set forth in COMAR 21.05.03.03.C. Discussions, however, need not occur (See COMAR 21.05.03.02.A (4)). Offerors may be asked to participate in face-to-face discussions with the committee or other State representatives concerning either or both their technical or financial proposals. Discussions may also be conducted via teleconference or may take the form of questions to be answered by the offerors and conducted by mail, e-mail, or facsimile transmission at the discretion of the MHCC. The Executive Director of the MHCC may also enter into ex-parte discussions with the offerors for the purpose of gaining insight beyond the scope of the evaluation team prior to acceptance or decline of the evaluation team recommendation.

1.4 Best and Final Offers

When it is deemed in the best interest of the State, the Procurement Officer may permit qualified offerors to revise either their initial technical or initial financial proposal or both initial proposals by submitting a Best and Final Offer (BAFO). The Procurement Officer shall notify each qualified offeror of the scope of the requested BAFO, and shall establish a date and time for the offeror's submission. The Procurement Officer may require more than one series of discussions and BAFOs for either or both proposals if the agency head or designee makes a determination that it is in the State's best interest to conduct additional discussions or change the MHCC's requirements and require another submission of a BAFO. If more than one BAFO is requested, an offeror's immediate previous offer shall be construed as its best and final offer unless the offeror submits a timely notice of withdrawal or another BAFO. The Procurement Officer may consult with and seek the recommendation of the Evaluation Committee during the best and final offer process.

1.5 Debriefing of Unsuccessful Offerors

Unsuccessful offerors shall be debriefed upon their written request to the Procurement Officer. The MHCC shall honor requests for debriefings at the earliest permissible time.

1.6 Protests

The State of Maryland provides formal procedures for any offeror to protest the award, or the proposed award, of a contract. All protests must be filed in accordance with Md. Code Ann., St. Fin. & Proc. §15-215 through §15-223 and with COMAR 21.10.02.

PART IV
GENERAL INFORMATION AND INSTRUCTIONS

1.0 PROPOSAL INFORMATION

1.1 Pre-proposal Conference (See Key Information Summary Sheet for location, time, etc.)

While attendance at the pre-proposal conference is not mandatory, all interested offerors are encouraged to attend in order to be better able to prepare an acceptable proposal.

In order for the MHCC to prepare for this conference, prospective attendees are requested to email Sharon Wiggins at swiggins@mhcc.state.md.us no later than Friday, December 11, 2009 to provide notice of attendance, as well as to provide an acknowledgement of receipt of the RFP.

Any individual interested in attending the pre-proposal conference who is in need of an accommodation due to his/her disability should contact the Issuing Office a minimum of five working days prior to the conference to request the necessary accommodation.

1.2 Questions and Inquiries

Questions are to be submitted in writing to Sharon Wiggins in advance of the pre-proposal conference. As practical and appropriate, the answers to these pre-submitted questions will be provided at the pre-proposal conference. Additionally, questions, both oral and written, will be accepted from the prospective offerors attending the pre-proposal conference and will be answered at this conference or in a subsequent transmittal.

. Questions that have not been previously answered and that are deemed to be substantive in nature will be answered only in writing, with both the question(s) and answer(s) being distributed to all persons known by the Issuing Office to have obtained the RFP.

Should a potential offeror identify alleged ambiguities in the specifications or contract provisions included in this RFP, or should there be doubt as to the meaning or intent of any section or subsection herein, the potential offeror must request clarification from Sharon Wiggins prior to the proposal due date. Failure to do so may prevent consideration of a future protest. (See COMAR 21.10.02.03).

1.3 RFP Revisions

If it becomes necessary to revise any part of this RFP, addenda will be provided to all persons who are known by the Procurement Officer to have received the RFP. Acknowledgement of the receipt of all amendments, addenda, and changes issued shall be required from all persons receiving the RFP. Failure to acknowledge receipt of addenda will not excuse any failure to comply with the contents of the addenda.

1.4 Confidentiality of Proposals

The copy marked "PIA" of any proposal submitted in response to this RFP must identify all parts of the technical and financial proposal that the offeror deems to contain trade secrets or information of a confidential and/or proprietary nature. (See Part II, section 1.1, A) This copy must also include a statement by the offeror regarding the rationale for the parts so identified. Compliance with this requirement is set forth in Part IV, Section 2.14, #2. Note that a blanket statement by an offeror that its entire proposal is confidential or proprietary is unacceptable.

1.5 Duration of Offer

A proposal submitted in response to this solicitation is binding upon the offeror and is considered irrevocable for a minimum of 120 days following the closing date for receipt of initial proposals or the closing date for or receipt of a best and final offer, if any. This period may be extended by written mutual agreement between the offeror and the State.

1.6 Modifications or Withdrawals

Proposals may be modified or withdrawn by written notice to the Issuing Office prior to the closing date/deadline for receiving proposals. A facsimile transmission or telegram is also acceptable for this purpose; however, offerors are advised to document the exact date/time of transmission. A printed fax confirmation sheet is sufficient or, in the case of a telegram, a written confirmation from the telegraph office showing the date/time that the original message was received from the offeror at the telegraph office.

1.7 Late Actions

A proposal, request to withdraw a proposal, or a modification to a proposal is late, if the Issuing Office does not receive it by the closing date and time at the place designated for receipt of proposals (See Key Information Summary Sheet). A late proposal, late request for withdrawal or late modification will not be considered, except under the following circumstances:

A. When a late proposal is received before contract award and the proposal, the modification, or withdrawal would have been timely but for the action or inaction of State personnel directing the procurement activity or by the action or inaction of their employees.

B. A late modification of a successful proposal, which makes its terms more favorable to the State, shall be considered at any time it is received and may be accepted at the sole discretion of the State. (See COMAR 21.05.02.10)

1.8 Rights of Procurement Officer

The Procurement Officer reserves the right to cancel this RFP, in whole or in part, to reject any or all proposals, to waive minor irregularities in proposals, and/or to allow the offeror to correct a minor irregularity if the best interest of the State will be served by so doing. Additionally, the Procurement Officer, at his/her discretion, may negotiate with all qualified (or potentially qualified) offerors in an effort to serve the best interests of the State of Maryland.

1.9 Incurred Expenses

The State of Maryland is not responsible for any expenses incurred by the offeror in preparing and submitting a proposal in response to this RFP.

1.10 Multiple Proposals

An offeror ***may not*** submit multiple proposals in response to this solicitation.

1.11 Alternate Proposals

An offeror **may not** submit an alternate proposal in response to this RFP accept as defined in the RFP.

Accordingly, if there is any item, including any of the standard contract provisions (See Part IV, Section 2.14 below), with which the offeror cannot or will not comply, any exception(s) must be clearly noted and explained. Offerors are warned, however, that exception(s) may be unacceptable to the MHCC and may cause an offeror to be deemed not responsible or not reasonably susceptible of being selected for award.

1.12 Corporate Registration/Verification of Tax Payment

All corporations doing business in Maryland are required by law to be registered with the State of Maryland's, Department of Assessments and Taxation, and Department of Labor, Licensing and Regulation. Corporations that are not incorporated within the State of Maryland are required to have a resident agent. The resident agent must be either an individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation that represents other corporations as a resident agent. Further, both corporations and individuals must verify that they carry no tax liability by contacting the Comptroller's Office.

The successful offeror shall be responsible for ensuring that all subcontractors meet these requirements, and further, that the contractor and all subcontractors shall meet these requirements for the duration of the contract, including option years.

Any potential offeror who has questions concerning this requirement is advised to contact the Department of Assessments and Taxation, at (410) 767-1330. It is strongly recommended that potential offerors and subcontractors be completely registered prior to the due date for receipt of proposals. Failure to register may result in an offeror's proposal being deemed unacceptable.

1.13 Reserved

This subsection has been left intentionally blank.

1.14 Delivery/Handling of Proposals

Offerors may either mail or hand-deliver proposals. Hand-delivery includes delivery by commercial carrier. For any type of direct (non-mail) delivery, offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery. (See Part VI, Appendix E, "Standard Addendum for the Means of Delivering Bids and Proposals.")

Proposals will not be opened publicly, but will be opened in the presence of at least two State employees. After the established due date, a Register of Proposals will be prepared that identifies each offeror. The register of proposals will be open to inspection only after the procurement officer makes a determination recommending the award of the contract.

Proposals and modifications will be shown only to State employees, members of the Evaluation Committee, or other persons, deemed by the MHCC to have a legitimate interest in them.

1.16 MBE Requirements

A Minority Business Enterprise (MBE) subcontract participation goal of an amount not less than **0** % of the total dollar value of the contract has been established for this procurement.

2.0 CONTRACT INFORMATION

2.1. Duration of Contract

The contract(s) resulting from this RFP shall be for a period as stated on the Key Information Summary Sheet. All options shall be exercised at the sole discretion of the State and shall comply with all terms and conditions in force at the time the option exercised.

If the contract does not commence on the date stated, the contract shall be effective as stated in the Key Information Summary Sheet. Any renewals shall be exercised at the sole discretion of the MHCC, and shall comply, with all terms and conditions of the existing contract. .

2.2. Invoicing/Payment/Retainage/Withholding

A. Invoicing

1.) The contractor shall bill the MHCC ***within 15 days of acceptance by the MHCC of deliverables as defined in Section 5.0 of the RFP.***

2.) Invoices must be addressed to: ***Bruce Kozlowski, Director, Center for Health Care Financing and Policy, MHCC 4160 Patterson Avenue, Baltimore, MD 21215,*** with one

copy of this invoice, marked "copy", submitted to Bridget Zombro, MHCC, : 4160 Patterson Avenue, Baltimore, Maryland,21215. All invoices must (at a minimum) be signed and dated in addition to including the contractor's mailing address, the contractor's Social Security number or Federal Tax ID number, the State's assigned contract control number and ADPICS number, the goods/services provided, the time period covered by the invoice, and the amount of requested payment.

Electronic Funds Transfer (EFT) is available. If the Contractor prefers payment via electronic funds transfer rather than via check, register using form COT/GAD X-10 Contractor Electronic Funds (EFT) Registration Request Form (Appendix H).

The MHCC reserves the right to reduce or withhold contract payment in the event the contractor does not provide the MHCC 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. Any action on the part of the MHCC, or dispute of action by the contractor, shall be in accordance with the provisions of Md. Code Ann. St. Fin. & Proc. §15-215 through §15-223 and with COMAR 21.10.02.

C. Funding for any contract(s) resulting from this RFP is dependent upon sufficient fees.

2.3. Contract Type

The contract resulting from this RFP will be a ***Firm Fixed Price Contract,*** as described in COMAR 21.06.03.***02 with respect to the services required in Part 1, Sections 4.0 – 4.9.1; and an Indefinite Quantity Contract with Firm Fixed Unit Prices as described in COMAR 21.06.03.02 & 21.06.03.06 with respect with the services in Part I Sections 4.9.2 and 4.9.8. For Years 1 and 2, the contract may propose a fixed fee for maintenance and must propose a fully loaded hourly rate for unit work related to modifications.***

2.4. Subcontracting

With prior written approval by the State, the successful offeror may subcontract certain elements of a contract awarded as a result of this RFP. Notwithstanding any subcontracting arrangement, the successful offeror shall be held fully responsible to the MHCC for the proper accomplishment of all elements of the contract.

All subcontractors must be identified in the offeror's proposal, including a description of the subcontractor's role in the performance of the contract.

Subcontractors must meet the same mandatory requirements as the primary contractor, and will have to comply with the provisions of this RFP concerning staff qualifications and experience for the specific levels of services required for this contract.

2.5. Contract Document

Part V of this RFP will serve as the contract between the MHCC and the successful offeror for goods/services detailed in Part I of this RFP. All requirements, conditions, and stipulations contained therein shall prevail once all mandated approvals have been received and the Maryland Health Care Commission (MHCC) and the successful contractor execute the contract.

2.6. Contract Affidavit

All offerors are advised that, if a contract is awarded as a result of this RFP, the successful offeror will be required to complete a Contract Affidavit as set forth in Appendix G. The Contract Affidavit must be submitted within ten (10) business days of being notified of being recommended for award.

2.7. Insurance Requirements

The successful offeror resulting from this RFP must show evidence of third party legal liability insurance for themselves and any subcontractor under the agreement covering claims arising from the operations and provided under this contract. These insurance coverage shall include the statutory limit for Workers' Compensation coverage; a minimum of $500,000 aggregate for Commercial General Liability coverage; a minimum of $100,000 for each Professional Liability or Malpractice coverage, if applicable; and automobile liability coverage, if applicable. All coverage shall be provided by insurance companies licensed to do business in the State of Maryland and shall be endorsed to provide 30 day notice of cancellation or non-renewal to the MHCC's Contract Monitor.

All insurance shall be in an amount and type acceptable to the State of Maryland. Any self-insurance program must be documented including any necessary regulatory approval. The Contractor will name the State of Maryland as an Additional Named Insured on all liability policies (Workers' Compensation excepted) and provide certificates of insurance evidencing this coverage prior to the commencement of any activities.

2.8. Amendments

Any amendment to this contract must first be agreed to in writing by both parties and approved by the Procurement Officer, or other authorized officer of the MHCC, subject to any additional approvals as may be required by State law. No amendment to this contract shall be binding unless so approved.

2.9. Substitution of Personnel

All personnel described in the contractor's proposal, or identified at the initiation of the contract, shall perform continuously for the duration of the contract, and for so long as performance is satisfactory to the MHCC's Contract Monitor. The Contract Monitor will give written notice of performance issues to the contractor, clearly describing the problem and delineating remediation requirement(s). The contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance of the Contract Monitor. If

performance issues persist, the MHCC's Contract Monitor may give written notice or request the immediate removal of person(s) whose performance is at issue, including the Director of Operations, and determine whether a substitution is required.

The contractor may not substitute personnel, other than by reason of an individual's death, sudden illness or termination of employment, without the prior written approval of the Contract Monitor. To replace any personnel specified in the contractor's proposal, the contractor shall submit the resumes of the proposed substitute personnel to the Contract Monitor for approval at least two weeks prior to the effective date of substitution. All proposed substitute personnel shall have qualifications at least equal to those of the replaced personnel, and shall be approved by the Contract Monitor.

2.10. Reciprocal Preferences

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. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference to be applied to the contract award herein does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

2.11 Reserved

2.12 Reserved

2.13 Reserved

2.14. Standard Contract Clauses

All contractors should thoroughly review the following mandatory contract clauses. Upon contract award, the successful offeror will be required to fully abide by these provisions in addition to the actual delivery of services as detailed in Part I of this RFP.

Both parties agree that the following standard contract provisions are hereby incorporated into and made an integral part of this RFP and resulting contract(s), if any.

1. FINANCIAL DISCLOSURE

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

2. PUBLIC INFORMATION ACT NOTICE

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why the identified materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. The justification in support of non-disclosure must accompany the PIA copy of the proposal. Upon request for information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed. A blanket statement by an offeror that its entire proposal is confidential or proprietary is unacceptable.

3. APPROVALS

This contract may be subject to approval by the Office of the Attorney General, the Maryland Department of Budget and Management, and the Board of Public Works.

4. MULTI-YEAR CONTRACTS

If the General Assembly fails to appropriate funds, or if funds are not otherwise made available for continued performance of the contract for any fiscal period of the contract succeeding the first fiscal period, the contract shall be automatically cancelled as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the MHCC's rights or the Contractor's rights under any other termination clause in the contract. The effect of termination of the contract hereunder will be to discharge both the Contractor and the MHCC from future performance of the contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred, but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

5. MODIFICATION OF CONTRACT - GENERAL

This contract may be amended as the MHCC and the Contractor mutually agree in writing (subject to any necessary approvals of the Office of the Attorney General, Department of Budget and Management and, in certain cases, the Board of Public Works). No amendment may change significantly the scope of the original solicitation or, if none, the original contract. An amendment to this contract does not alter the other terms of the contract, except to the extent necessary to make them consistent with the amendment. This contract may not be amended to provide salary and wage increases for the Contractor's employees with the intention of making these increases consistent with salary and wage increases given to employees of the State except as provided in Title 10, Section 10-905 of the Health-General Article, Annotated Code of Maryland.

6. MODIFICATION OF CONTRACT - SALARY INCREASES AND EMERGENCIES

Subject to the approval of the Department of Budget and Management, the Department shall have the ability to supplement this contract for:

A. Increases in salaries without consequent increases in deliverables if the increase in salaries results from increases in specific appropriations for that purpose, or

B. Unanticipated emergencies impairing the ability of the provider, through no fault of its own, to perform as per this contract.

7. NON - HIRING OF STATE EMPLOYEES

No official or employee of the State of Maryland, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as an official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendancy and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.

8. CONFLICT OF INTEREST LAW

It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval or disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, minor child, brother, or sister has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of the Maryland Code Annotated, State Gov't. Article, §15-501 et seq.

9. DISPUTES

This contract shall be subject to the provisions of the Annotated Code of Maryland, State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10. In accordance with the requirement of COMAR 21.10.04.02 the Contractor must file a written notice of a claim with the procurement officer within thirty days after the basis for the claim is known or should have been known, whichever is earlier, but no later than the date final payment is made under the contract. Pending a resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Procurement Officer's decisions.

10. MARYLAND LAW PREVAILS

The Provisions of this contract shall be governed by the laws of the State of Maryland.

11. NON-DISCRIMINATION IN EMPLOYMENT

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

12. CONTINGENT FEE PROHIBITION

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of this agreement.

13. TERMINATION FOR DEFAULT

The rights and remedies of the State under the contract are cumulative. The enforcement of any right or election of any remedy by the State provided by the contract for any breach of the contract will not preclude the State from enforcing other rights and availing itself of other remedies available under the contract for the

same breach or any other breach of the contract.

If the contractor fails to properly perform its obligations under the contract, the State may correct any deficiencies at the contractor's expense.

If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the Contract, the MHCC may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the MHCC's option, become the State's property. The MHCC shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the MHCC can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

14. TERMINATION FOR CONVENIENCE

The MHCC may terminate the performance of work under this contract in accordance with this clause, in whole, or from time to time in part, whenever the MHCC shall determine that the termination is in the best interest of the State. The MHCC will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

15. TAX EXEMPTIONS

The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland sales tax and the exemption does not apply.

16. ARREARAGES

By submitting a response to this solicitation, a contractor hereby represents and warrants that:

A. It is qualified to do business in the State of Maryland and that it will take any action as, from time to time hereafter, may be necessary to remain so qualified; and

B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract if selected for contract award.

17. NON-ASSIGNMENT

The Contractor may not, during the term of this contract or any renewals or extensions of the contract, assign or sub-contract all or any part of the contract without the prior written consent of the Procurement Officer. However, the contractor may assign monies receivable under a contract after due notice to the MHCC's contract monitor.

18. DOCUMENTS RETENTION AND INSPECTION CLAUSE - OTHER THAN

RESIDENTIAL HEALTH CARE FACILITIES CONTRACTS

The Contractor and sub-contractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

19. DOCUMENTS RETENTION AND INSPECTION CLAUSE - RESIDENTIAL HEALTH CARE FACILITIES CONTRACTS

If the Contractor supplies services to a State residential health care facility under the Mental Hygiene Administration, the Family Health Administration, the Alcohol and Drug Abuse Administration, or the Developmental Disabilities Administration, the Contractor agrees, in addition to the requirements of Clause 18, above:

A. That pursuant to 42 Code of Federal Regulations (C.F.R.) Part 420, the Secretary of Health and Human Services, and the Comptroller General of the United States, or their duly authorized representatives, shall be granted access to the Contractor's contract, books, documents and records necessary to verify the cost of the services provided under this contract, until the expiration of four years after the services are furnished under this contract; and

B. That similar access will be allowed to the books, documents and records of any organization related to the Contractor or controlled by the Contractor (as those terms are defined in 42 C.F.R. (420.301) if that organization is sub-contracting to provide services with a value of $10,000 or more in a twelve-month period to be reimbursed through funds provided by this contract.

20. INDEMNITY (HOLD HARMLESS) CLAUSE

A. Definitions:

For the purpose of this clause only, the following terms have the meanings indicated:

(1) "Contractor" means the Contractor, its officers, employees, agents, and representatives.

(2) "State" means the State, its departments, agencies, officials, officers, and employees.

(3) "Subcontractor" means any sub-contractor of the contractor, its officers, employees, agents, and representatives.

B. Indemnification by Contractors

The contractor shall indemnify and hold the State of Maryland harmless for any cost, expense, loss, liability, fine, or penalty of any nature or character whatsoever that the State may incur as a result of a failure of the contractor, or its subcontractor(s), to comply with the terms of this agreement (or any part thereof), negligence of the contractor, injury or death to any person, damage to property, nuisance (public or private), or trespass arising out of or attributable to the performance of work by the contractor or its subcontractor(s), except to the extent caused by the negligent or willful act or omission of the State or its employees, agents, or independent contractors, other than the contractor, or its subcontractor(s).

The contractor further agrees to indemnify the State for damage, loss, or destruction of State property in the contractor's care, custody, and/or control during the term of this contract due to the action or inaction of the contractor or its subcontractor(s).

C. Liability of the State

State law prohibits the State from incurring, by way of an indemnity agreement, a potentially unlimited liability when no funds have been appropriated to fund the liability, the risk is uninsured, and the indemnity agreement is not conditioned upon the future appropriation of funds to satisfy the liability. Notwithstanding any other provisions of the contract documents, the State shall have no liability to the contractor under the circumstances described in this paragraph.

The State has no obligation to provide legal counsel or legal defense to the Contractor or its sub-contractors in the event that a suit, claim or action of any character is brought by any person or persons not party to the contract against the Contractor or its sub-contractors as a result of or relating to the Contractor's obligations under this contract.

The State has no obligation for the payment of any judgments or the settlement of any claims made against the Contractor or its sub-contractors as a result of or relating to the Contractor's obligations under this contract.

D. Notice of Cooperation in Litigation

The Contractor will immediately give notice to the Procurement Officer of any claim or suit made or filed against the Contractor or its sub-contractors regarding any matter resulting from or relating to the Contractor's obligations under this contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's obligations under this contract.

21. COST AND PRICE CERTIFICATION

A. The Contractor shall submit cost or price information and shall certify that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

(1) A negotiated contract if the total contract price is expected to exceed $100,000, or a smaller amount set by the Procurement Officer; or

(2) A change order or contract modification, expected to exceed $100,000, or a smaller amount set by the Procurement Officer.

B. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

22. PAYMENT OF STATE OBLIGATIONS AND INTEREST

A. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

B. Section 15-104 et seq. of the State Finance and Procurement Article, Annotated Code of Maryland, provides that the State shall remit payment to the Contractor within forty-five (45) days after receipt of a proper invoice pursuant to any authorized, written procurement contract. Except as provided in Section 15-105 of this Article, the State's failure to remit payment within this period may entitle the Contractor to interest at the rate specified in 15-104 of this Article, for the period that begins thirty one (31) calendar days after the receipt date. This amount, if paid, shall be in lieu of payment of any other late charge(s) by the State.

C. For purposes of this contract, an amount will not be deemed "due and payable" and interest payments will not be authorized for late payments unless the following conditions have been met:

(1) The amount invoiced is consistent with the amount agreed upon by the parties to the contract.

(2) The goods or services have been received by the MHCC and the quantity received agrees with the quantity ordered.

(3) The goods or services meet the qualitative requirements of the contract and have been accepted by the MHCC.

(4) The proper invoice has been received by the party or unit of government specified in the contract.

(5) The invoice is not in dispute.

(6) If the contract provides for progress payments, the proper invoice for the progress payment has been submitted pursuant to the schedule contained in the contract.

(7) If the contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have been met.

D. In order to receive payment of interest, the Contractor must submit a proper invoice for accrued interest within 30 calendar days after the payment date (i.e., the date of the check from the State Treasurer that pays the Contractor for the goods supplied or the service rendered) of the amount on which the interest accrued. Interest may not be claimed (1) if a claim has been filed under Title 15, State Finance and Procurement Article (Procurement Contract Administration and Dispute Resolution) Annotated Code of Maryland, (2) for more than one year following the 31st calendar day after the date that a proper invoice is received by a State agency, or (3) on an amount representing unpaid interest.

23. INSPECTION OF PREMISES

The Contractor agrees to permit authorized officials of the State to inspect, at reasonable times, its plant, place of business, job site, or any other location that is related to the performance of the contract.

24. INCORPORATION BY REFERENCE

All terms and conditions of the solicitation, and any amendments thereto, are made a part of this contract. In the event of contract award, the contract shall consist of the RFP, including all addenda, exhibits, and attachments, and the entire proposal submitted by the successful offeror except for any portions specifically excluded by contract. This shall constitute the entire agreement between the contracting parties, superseding all representations, commitments, conditions, or agreements that may have been made orally

or in writing prior to the execution of the contract.

25. SPECIFICATIONS

All materials, equipment, supplies or services shall conform to Federal and State laws and regulations and to the specifications contained in the solicitation.

26. DELIVERY AND ACCEPTANCE

Delivery shall be made in accordance with the solicitation specifications. The State, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The State unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

27. ANTI-BRIBERY

Potential contractors and contractors are required to be aware of the Maryland Code Annotated, State Finance and Procurement Article, §16-202, that requires that any person convicted of bribery, attempted bribery, or conspiracy to bribe committed in the obtaining of a contract from the State or any of its subdivisions, shall be subject to disqualification pursuant to the Annotated Code of Maryland, State Finance and Procurement Article, §16-202, from entering into a contract with the State, or any county or other subdivision of the State.

28. REGISTRATION

In accordance with the Maryland Code Annotated, Corporations and Associations Article, §7-201 et seq., corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation. The Contractor shall be responsible for ensuring that all subcontractors meet these requirements, and further that the contractor and all subcontractors meet these requirements for the duration of the contract.

29. EPA COMPLIANCE

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

30. OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)

All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

31. PATENTS, COPYRIGHTS, TRADE SECRETS & INDEMNIFICATION

If the contractor furnishes any design, device, material process, or other item which is covered by a patent or copyright, or which is proprietary to, or a trade secret of another, it is solely the responsibility of the contractor to obtain the necessary permission or license to use the item or items. The contractor hereby

grants to the MHCC a royalty-free, nonexclusive, and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all data now and hereafter covered by copyright, and warrants that it has the authority to do this.

If any products furnished by the contractor become, or in the contractor's opinion are likely to become, the subject of a claim of infringement, the contractor will, at its option: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

If the contractor obtains or uses for purposes of the contract (or any subcontracts) any design , device, material, process, supplies, equipment, text, instructional material, services or other work, the contractor shall indemnify the State, DHMH, MHCC, their officials, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement, arising out of the possession or use of any design, device, material, process, supplies, equipment, text, instructional material, services or other work covered by this contract.

32. STATE CONTRACT PREVAILS

Whenever a Vendor/Contractor's Standard Contract is used along with this State's RFP document, including Section V of the RFP as the Contract document, this RFP document, including Section V of this RFP as the Contract document, shall prevail in the event of conflict between any provision of the two contracts when the State determines it to be in its best interest.

33. CHANGE ORDERS AND SUSPENSION OF WORK

Both parties agree that pursuant to the Annotated Code of Maryland, State Finance and Procurement Article, § 13-218, 1) the State has the unilateral right to order in writing changes in the work within the scope of the contract; and 2) the procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for a period of time as the procurement officer may determine to be appropriate for the convenience of the State.

34. RIGHTS IN DATA

Work produced as a result of this solicitation is and shall remain the sole property of the Maryland Health Care Commission (MHCC).
The contractor agrees that all documents, equipment, and materials, including but not limited to, reports, drawings, studies, specifications, estimates, texts, computer software including software documentation and related materials, maps, photographs, designs, graphics, mechanicals, art work, computations and data prepared by or for, or purchased by or for, the contractor because of this contract shall, at any time during the term of the contract, be available to MHCC and shall become and remain the exclusive property of MHCC during and upon termination or completion of the services required to be performed under this contract.

MHCC shall have the right to use same without restriction and without compensation to the contractor other than that provided in this contract.

The contractor agrees that, at all times during the term of this contract and thereafter, the works created and services performed shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under this contract are not works for hire for MHCC, the contractor hereby transfers and assigns to MHCC all of its rights, title and interest (including all intellectual property rights) to all products created under this contract, and will cooperate reasonably with MHCC in effectuating

and registering any necessary assignments.

The contractor shall report to the MHCC, promptly and in written detail, each notice or claim of copyright infringement received by the Vendor with respect to all data delivered under this agreement.

The contractor shall not affix any restrictive markings upon any data and if markings are affixed, the MHCC shall have the right at any time to modify, remove, obliterate, or ignore the markings.

35. DELAYS AND EXTENSIONS OF TIME

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control without the fault or negligence of either the Contractor or the subcontractors or suppliers.

36. PRE-EXISTING REGULATIONS

In accordance with the provisions of the Annotated Code of Maryland, State Finance and Procurement Article, § 11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

37. POLITICAL CONTRIBUTION DISCLOSURE

The Contractor shall comply with the Annotated Code of Maryland, Election Law Article, §§ 14-101—14-108, which requires that every person that enters into contracts, leases or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate $100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, or an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

38. COMPLIANCE WITH LAWS

By submitting a response to this solicitation, a vendor hereby represents and warrants that:

A. It is qualified to do business in the State of Maryland and that it will take any action as, from time to time hereafter, may be necessary to remain so qualified;

B. It shall comply with all Federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

C. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

39. PROHIBITION OF SEXUAL HARASSMENT

The Contractor shall operate under this agreement so that no employee or client is subjected to sexual harassment in the workplace or in locations and situations otherwise associated with the performance of duties per the terms of this contract. Further, except in sub-contracts for standard commercial supplies or raw materials, the Contractor shall include this clause, or a similar clause approved byMHCC, in all sub-contracts. The Contractor has primary responsibility for enforcement of these provisions and for securing and maintaining the sub-contractor's full compliance with both the letter and spirit of this clause.

40. COMMERCIAL NONDISCRIMINATION

A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

41. LIVING WAGE REQUIREMENTS

A solicitation for services under a State contract valued at $100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment **J** entitled Living Wage Requirements for Service Contracts). If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least $11.72 per hour, if State contract services valued at 50% or more of the total value of the contract is performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value is performed in the Tier 2 Area, an Offeror shall pay each covered employee at least $8.81 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been deemed to be a Tier 1 contract.

42. Prompt Payment Directive – In accordance with the Directive by the Governor's Office of Minority Affairs dated August 1, 2008:

1. If a contractor withholds payment of an undisputed amount to its subcontractor, the Agency, at its option and in its sole discretion, may take one or more of the following actions:

    1.1. Not process further payments to the contractor until payment to the subcontractor is verified
    1.2. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
    1.3. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
    1.4. Place a payment for an undisputed amount in an interest-bearing escrow account; or
    1.5. Take other or further actions as appropriate to resolve the withheld payment.

2. An "undisputed amount" means an amount owed by a contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

3. An act, failure to act, or decision of a procurement officer or a representative of the Agency, concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:

   3.1. Affect the rights of the contracting parties under any other provision of law;
   3.2. Be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding; or
   3.3. Result in liability against or prejudice the rights of the Agency.

4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

42. Non-Visual Access

The bidder or offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The bidder or offeror further warrants that the cost, if any, or modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than 5%.

For purposes of this regulation, the phrase 'equivalent access' means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

43. VARIATIONS IN ESTIMATED QUANTITIES

If this contract contains estimated quantity items, the following provision applies:

Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of a pay item varies more than twenty-five percent (25%) above or below the estimated quantity stated in this contract, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation causes an increase in the time necessary for completion, the procurement officer shall, upon receipt of a written request for an extension of time within ten (10) days from the beginning of the delay, or within a further period of time which may be granted by the procurement officer before the date of

final settlement of the contract, ascertain the facts and make the adjustment for extending the completion date as in his judgment the findings justify.

44. LIQUIDATED DAMAGES

Time is an essential element of the contract and it is important that the work be vigorously performed until completion. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation; provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders.

45. COMPLIANCE WITH HIPAA AND STATE CONFIDENTIALITY LAW

A. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq. and implementing regulations including 45 CFR Parts 160 and 164. The contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4-301 et seq., MCMRA). This obligation includes:

1. As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal HIPAA requirements;
2. Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
3. Otherwise providing good information management practices regarding all health information and medical records.

B. If in connection with the procurement or at any time during the term of the contract, the Department determines that functions to be performed in accordance with the Services to Be Performed set forth in Part I constitute business associate functions as defined in HIPAA, the Contractor acknowledges its obligation to execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501.

C. Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

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PART V
CONTRACT

Upon recommendation for award the offeror will be instructed to complete, sign and date the pages of this section. In so doing, the offeror binds itself to all of the provisions, terms, and specifications contained in the contract.

A. PARTIES TO THE CONTRACT -- Each party to this agreement represents and warrants to the other that it has the full right, power, and authority to execute this contract. The contractual agreement resulting from this RFP, **MHCC 10-008**, is by and between _____, hereinafter called the *Contractor* or the *Vendor*, and the **Maryland Health Care Commission (MHCC)**, a unit of the State of Maryland Department of Health and Mental Hygiene, hereinafter called the *State*, the *Department*, and/or *MHCC*.

IN CONSIDERATION OF the premises and the covenants herein contained, the parties agree as follows:

B. CONTRACT TERM AND PRICE-- The official commencement and termination dates of the original contract period and any options, and the total contract price including any options shall be:

Contract Term	Begin	End	Amount
Base Contract	_____	_____	$_____
Year#1 (if any) Fully loaded rate – Unit work only for modification	_____	_____	$_____
Year#2 (if any) Fully loaded rate – Unit work only for modification	_____	_____	$_____
System Maintenance (fixed price, if included)	_____	_____	$_____

Total Potential Cost of Contract $_____

D. CONTRACT AND APPROVAL IDENTIFIERS -- Identifiers for this contract shall include, but not necessarily be limited to:

The Contract Number: MHCC 10-008
ADPICS Number: _____
EMaryland Market Place Contractor Registration Number*: _____
*Note: Contract will not be awarded without eMM registration number.

E. INCORPORATION BY REFERENCE

This contract, identified in Section D of this Part V consists of the RFP document **MHCC 10-008** Parts I through VI, including all Exhibits, Appendices and Addenda, and the successful offeror's entire final proposal including both the financial and the technical elements dated _____ (technical element) _____ (financial element), which are incorporated into this contract by reference.

Note: Incorporation by reference does not necessarily create a public record permissible for disclosure.

MHCC 10-008

VIRTUAL COMPARE© - An Information Only Web Portal for Comparison of Health Benefits and Cost for the Small Group Market

In Witness Whereof, the parties hereto have set their hands and seals:

(Signatory for the **CONTRACTOR**)

By:_____
(Signature)

_____
Name(Typed)

_____
Title(Typed)

_____
Date

(Signatory for the **MARYLAND HEALTH CARE COMMISSION (MHCC**) shall be the Executive Director or designee)

By:_____

OR DESIGNEE

_____
(Signature)

_____
Name(Typed)

_____
Title(Typed)

_____
Date of signing by Secretary or Designee

Approved as to form and Legal Sufficiency

This _____day of_____20 _____

By: _____
Signature

_____
Name (Printed)

PART VI

APPENDICES

APPENDIX A

FINANCIAL PROPOSAL SHEET

FIXED WORK:

The fixed work consists of the work described in Part I, 4.0 of the RFP. The offeror shall submit a proposed price for the fixed work.

Fixed Work Price = price of meeting the requirements in Part I, 4.0 of the RFP.

List the title of all individuals assigned to the project in the first column; projected hours in the second column; the hourly rate in column 3; and the total cost in the last column.

	Base Contract Year			Year 1			Year 2		
Professional Category	**Total Hours (P)**	**Hourly Rate (H)**	**Total (P x H)**	**Total Hours (P)**	**Hourly Rate (H)**	**Total (P x H)**	**Total Hours (P)**	**Hourly Rate (H)**	**Total (P x H)**
		$	$		$	$		$	$
		$	$		$	$		$	$
		$	$		$	$		$	$

All unit work will be reimbursed only upon the written approval of the Contract Monitor

Unit Work Price = Price of one (1) hour of unit work.

Base Contract Price: $_____
Year 1: $_____
Year 2: $_____
System Maintenance, if included $_____

Total Price of Proposal: $_____
(BASIS FOR AWARD)

_____ _____
Name of Offeror **Date**

_____ _____
Signature **Federal Employer's ID No.**

NOTE #1: MHCC intends to make a Single Award as result of this solicitation. The contract that results for this RFP shall be a combination Firm Fixed Price Contract as described in COMAR 21.06.03.02 with respect to services required in Part I Sections 4.1- 4.6 (excluding on-site chart review); and an Indefinite Quantity Contract with Firm Fixed Unit Prices as described in COMAR 21.06.03.02 & 21.06.03.06 with respect to the services required in Part I Section 4.6 (on-site chart review only) and 4.7 (special studies).

NOTE #2: The Proposed "Total Base Contract Three (3) Year Price" specified above is based on model quantities for the services required in Part I Section 4.0 and 5.0 to be used solely for price evaluation, comparison and selection for

recommendation for award.

APPENDIX B

MHCC REQUIREMENTS FOR WEBSITE DEVELOPMENT

General Requirements

MHCC adheres to Department of Information Technology data security standards that are described at http://doit.maryland.gov/.. MHCC conforms to State of Maryland branding conventions described at http://doit.maryland.gov/WebCom/Pages/BrandingGuidelines.aspx.

All web development must be done using VB.NET in Microsoft Visual Studio and must be designed to be fully accessible to non-visual users (see *accessibility requirements*). The Web server environment is Microsoft Windows Server 2003 R2, IIS V6, .NET V3, using Microsoft SQL Server 2005.

All applications will be installed on MHCC servers. All software, web application design and database structures must be approved by MHCC prior to development. Deliverables include installation and testing to be completed on the MHCC server at least 2 weeks prior to being live on the website.

The highest priority of the development is to design the application so that data updates and modifications or additions to the application can occur in a straightforward and simple manner by the staff of the Commission. The following should be met in the application design:

1. When data updates are needed, a simple replacement of the SQL tables should be all that is necessary for the application to run.

2. When modifications are needed to the language on the web pages, the amount of information presented, or addition of new pages, these can be easily integrated into the existing application by Commission staff.

Resumes, a letter of commitment, references and samples of similar work done within the past year must be provided from web application staff with the bid. If the application development is subcontracted, the same items are required for any subcontractor staff.

Accessibility Requirements

Maryland law requires that all state websites be accessible to non-visual users. COMAR 17.06.02 requires that Maryland state government agencies provide information technology (IT) that is non-visually accessible. IT includes web sites, which are a primary means for the public to gain information about and access to services from the state. This law is compliant with federal standards in Section 508B which is an amendment to the Workforce Rehabilitation Act of 1973, requiring that all electronic information developed or purchased by the federal government be made accessible to people with disabilities.

Any use of java scripting, AJAX or any other type of scripting or code which does not accommodate non-visual access to the application will not be accepted. The selected offeror is expected to be familiar with accessibility law and to be able to develop web applications accordingly.

Application Testing Requirements

1. All software applications shall be thoroughly tested before delivery. The selected offeror shall document the tests that were conducted. The testing shall be appropriate to the application developed. Applications should be tested using real data which can be obtained from MHCC.

2. Applications will be tested thoroughly on the MHCC server before going live and testing will be complete at least 2 weeks prior to production.

Deliverables

The selected offeror shall provide MHCC with an application design document prior to the start of development which will include the following:

- Flow chart of the application
- Description of how the application will be coded
- Description of how ADA compliance will be addressed
- Preliminary structure of the SQL tables used
- Implementation schedule

The final application design shall provide the following:

- Electronic copy of data dictionary including data source, field names, labels, type, length, valid value range, whether missing values are valid. If Access or SQL database used, then need same info for each table.
- Help screens
- Flow chart of the application including decision-making points and screen shots with the field names noted
- Documentation of database tables and views with keys identified
- An electronic copy of all developed software and web pages
- Documentation of any data cleaning and/or processing procedures
- Documentation of the data update process

APPENDIX C

WORK PLAN – WORK SHEET

Deliverable	Staff Title	Staff Name	# Hours
Finalize the project work plan (payment of 10% after approval of work plan)			
Provide executed Data Use Agreements (payment of 5% after review of design by MHCC staff)			
Submit design options to MHCC staff and feedback group (payment of 10% after meeting is held and feedback is documented and submitted to MHCC)			
Submit application design plan (payment of 15% upon approval of design plan by MHCC)			
Test VIRTUAL COMPARE web portal (payment of 20% upon completion of test period)			
Produce VIRTUAL COMPARE Web Portal Systems Documentation (payment of 15% upon receipt of documentation)			
Install and fully implement VIRTUAL COMPARE Web Portal (payment of 20% upon delivery of all deliverables as specified).			
Ongoing Maintenance			
Total hours			

APPENDIX D

MHCC DATA USE AGREEMENT

Contract Number MHCC-10-008

AGREEMENT FOLLOWING
MARYLAND HEALTH CARE COMMISSION
DISCLOSURE OF DATA

This is an agreement between the _____, hereafter "Contractor," and the Maryland Health Care Commission (MHCC). It is for the purpose of ensuring the confidentiality, integrity and security of data maintained in the MHCC system of records while allowing for a partial, restricted disclosure of enumerated information and/or records to the Contractor, subject to conditions.

Background: _____will use the Maryland _____ under work defined in Contract MHCC 10-001 and the supporting materials, from _____ 20__ through _____ 20___.

1. **Conditions stating Scope of Use of the Information**. The Contractor certifies that the facts, statements, and other representations made in its Contract to MHCC regarding the projected scope of use of the information and all other aspects of the information are complete and accurate. Contractor is bound by the terms of its Contract in its use of the data requested. At the conclusion of this agreement or on the completion of work the Contractor will return all data files, including analysis files developed for work under the contract or certify to MHCC that all data has been removed from the Contractor's system and that all back-up files have been destroyed by the Contractor.

2. **Conditions Establishing Safeguards for Protection of Data Confidentiality.** The Contractor warrants that all patient-specific information will be maintained on a password-protected computer and in a locked office. No patient-specific information will be disclosed to any person or entity outside of the parties stated under the contract and in supporting documentation. The terms of the contract are express representations, which the Contractor agrees it will perform and are included among its obligations under this Agreement. The Contractor shall not disclose, release, reveal, show, sell, lease, loan, or otherwise grant access to the data covered by this agreement except as expressly authorized under the terms of the contract. Within the Contractor's organization, access to the data shall be limited to the minimum number of individuals necessary to achieve the purpose and access shall be granted only on a need-to-know basis.

3. **Breach of Agreement.** Any unauthorized use of the data provided by virtue of this agreement shall constitute a breach of the agreement. Any breach of security or unauthorized disclosure shall constitute a breach of this agreement. Any violation of state or federal law with respect to disclosure of this data shall constitute a breach of this agreement. Notwithstanding the breaches specifically enumerated above, any other failure by the Contractor to comply with the terms and obligations of this Agreement may constitute a

breach of the agreement. Any alleged failure of the MHCC to immediately claim or act upon a breach does not constitute a waiver of a breach.

4. **Consequences upon Breach of Agreement.** In the event that MHCC, in its sole discretion, has a reasonable belief that the Contractor is in breach of this agreement, it may choose among the following options: a) to investigate the matter, including on-site inspection for which the Contractor shall provide access; b) to resolve the dispute by a plan of correction or other alternative; or c) to declare a breach and demand the return of any and all data released under this agreement and to provide no further data.

5. **Other Remedies.** Notwithstanding and in addition to the special provisions referenced in paragraph 4 above, MHCC may exercise any and all legal, equitable, and criminal referral remedies in the event of a breach of this agreement. In the event that MHCC succeeds in a court action to invoke injunctive relief for a violation of this agreement, the Contractor shall pay reasonable attorney's fees and costs to MHCC. The Contractor agrees to indemnify and hold harmless MHCC for any harm to third parties resulting from any breach by the Contractor of the terms of this agreement and to cooperate with the MHCC in its defense of any third party claim involving the Contractor's activities under this agreement.

6. **Rights in Data.** The parties agree that MHCC retains all ownership rights to the data files referenced by this agreement and that the Contractor does not obtain any right, title or interest in the data furnished by MHCC. The Contractor agrees to provide a copy of its study findings to MHCC at the time that it is published.

7. **Modification.** The terms of this agreement may only be changed by a written modification to this agreement, or by the parties adopting a new agreement.

8. **Jurisdiction.** The terms of this agreement shall be governed by the laws of Maryland and the Contractor acknowledges doing business in Maryland and agrees to submit to the jurisdiction of the courts of Maryland in the event of an alleged breach of this agreement.

9. **Custodian.** The following named individual is designated as "Custodian" of the files on behalf of the Contractor and will be personally responsible for the observance of all Conditions of Use, for the protection of confidentiality and security of the data, and for other obligations under this agreement.

10. **Data Management Plan.** The MHCC accepts the data management plan provided by the Contractor. The Contractor agrees to follow the processes described in the plan. Violation of the data management plan shall permit MHCC, at its sole discretion, to exercise remedies described in paragraph 4 and paragraph 5 of this Agreement.

11. **Acknowledgements and Signatures.** On behalf of the Contractor, _____, the undersigned individual hereby attests authorization to enter into this agreement and agrees to all the terms specified herein.

_____
Date

_____
Printed Name

_____
Signature

As required in Paragraph 9 above, the Custodian acknowledges appointment as Custodian of the aforesaid data files and information on behalf of the Contractor, and agrees personally and in a representative capacity to comply with all of the provisions, conditions, and terms of this agreement.

_____
Date

_____
Name and Title of Custodian Typed or Printed

_____
Signature

On behalf of MHCC, the undersigned individual hereby attests authorization to enter into this agreement.

_____
Date

_____
Ben Steffen, Director, Center for Analysis and Information Services

_____
Signature

Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, MD 21215
Telephone: 410-764-3570
E-Mail: BSTEFFEN@mhcc.state.md.us

APPENDIX E

MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE
Standard Addendum for the Means of Delivering Bids or Proposals

Any bid or proposal due to any unit of the Maryland Department of Health and Mental Hygiene shall be delivered/transmitted as described in this addendum. The failure of any bidder or offeror to follow these instructions may result in its bid or offer not being received by the due time and date, which will result in the rejection of that bid or offer.

There are three acceptable means of delivering/transmitting a bid or offer:

1. The United States Postal Service;

2. Hand delivery by the bidder/offeror itself; and

3. Hand delivery by a commercial delivery/courier company acting as an agent of the bidder/offeror.

For U. S. Postal Service Deliveries

For U.S. Postal Service deliveries, any bid or proposal which has been received at the appropriate mailroom or typical place of mail receipt for the respective procuring unit by the time and date listed in the RFP or specifications will be deemed to be timely.

If a vendor chooses to use the United States Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only.

These are the only forms of U.S. Postal Delivery for which both the date and time of receipt can be verified by the Department. A vendor using first class mail will, therefore, not be able to prove a timely delivery at the mailroom. It may take several days for an item sent by first class mail to make its way by normal internal mail pickup to a procuring unit's bid box.

For Hand Deliveries by Vendors and Deliveries
By Commercial Courier Services

These deliveries must be delivered directly to the room or location specified in the RFP or solicitation and placed in the designated bid box. A bidder who uses a commercial courier service must take appropriate action to ensure that the courier actually delivers the bid/offer to the specified location and not to the Department's mailroom or loading dock. The bid/offer will not be deemed to have been received until it is placed in the designated bid box.

For any type of hand delivery, the vendor or its commercial courier services should request a signed receipt from a procuring unit employee which notes the title of the procurement, the name of the vendor, and the time and date of receipt at the bid box.

Identifying Information

All envelopes containing bids or offers, no matter how transmitted, must contain this information prominently displayed:

- either "Sealed Bid" or "Sealed Proposal," as appropriate;
- the exact title of the bid or proposal as noted in the RFP or specifications;
- the due time and date; and
- the name of the bidder/offeror.

Questions on any of these requirements should be directed to the MHCC contact person identified in the RFP at (410) 764-3329.

APPENDIX F

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in §16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including

obtaining or performing contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

_____
_____
_____.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

(a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of the §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B — C and subsections (1) through (8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

_____
_____
_____ _____

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

_____
_____
_____.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to §16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

_____

_____

_____

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate $100,000 or more shall file with the State

Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture,

distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace.

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ___) (foreign __) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: _____

_____

_____

Address:_____

_____

(If not applicable, so state).

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of

Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____ By: _____

(Authorized Representative and Affiant)

Revised March 30, 2007

APPENDIX G

CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____ and the duly authorized representative of [name of business] _____ and that I possess the legal authority to make this Affidavit on behalf of my self and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic _____) (foreign _____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

_____

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____ By: _____
(Authorized Representative and Affiant)

APPENDIX H

State of Maryland
Comptroller of Maryland

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request _____

Business identification information (Address to be used in case of default to check):

Business name_____

Address line 1_____

Address line 2_____

City _____ State _____

Zip code: ☐☐☐☐☐ ☐☐☐☐

Business taxpayer identification number:

Federal Employer Identification Number: ☐☐ ☐☐☐☐☐☐☐

(or) Social Security Number: ☐☐☐ ☐☐ ☐☐☐☐

Business contact name, title, and phone number including area code. (And address if different from above).

_____

_____

Financial institution information:

Name and address _____

_____

Contact name and phone number (include area code) _____

_____

ABA number: ☐☐☐☐☐☐☐☐☐

Account number: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Account type: ☐ Checking ☐ Money Market

A VOIDED CHECK from the bank account must be attached.

Transaction requested:

1. ___ Initiate all disbursements via EFT to the above account.
2. ___ Discontinue disbursements via EFT, effective _____
3. ___ Change the bank account to above information – a copy of the approved

Registration Form for the previous bank account must be attached. (OVER)

I am authorized by *_____ (hereinafter Company) to make the

representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

*Name of registering business entity

_____

Signature of company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO_____

STO registration information verified _____ Date to GAD_____

R*STARS Vendor No. and Mail Code Assigned:

_____/_____/_____ _____

_____ _____

State Treasurer's Office approval date General Accounting Division approval date

_____

To Requestor:
Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to: EFT Registration, General Accounting Division
Room 205, P.O. Box 746
Annapolis, Maryland 21404-0746

COT/GAD X-10

APPENDIX I

Living Wage Requirements for Service Contracts

A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at $100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract. The Living Wage Law does not apply to an employee who works less than thirteen consecutive weeks and full-time on a contract subject to the Living Wage.

B. The Living Wage Law does not apply to:

(1) A Contractor who:

(A) has a State contract for services valued at less than $100,000, or

(B) employs 10 or fewer employees and has a State contract for services valued at less than $500,000.

(2) A Subcontractor who:

(A) performs work on a State contract for services valued at less than $100,000,

(B) employs 10 or fewer employees and performs work on a State contract for services valued at less than $500,000, or

(C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.

(3) Contracts involving services needed for the following:

(A) Services with a Public Service Company;

(B) Services with a nonprofit organization;

(C) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or

(D) Services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A Contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.

H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.

I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of $20 per day for each employee paid less than the Living Wage.

J. Information pertaining to reporting obligations may be found by going to the DLLR website: http://dllr.state.md.us/ and clicking on Living Wage.

Affidavit of Agreement

Maryland Living Wage Requirements-Service Contracts

Contract No._____

Name of Contractor_____

Address_____

City _____State _____Zip Code_____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

____ Bidder/Offeror is a nonprofit organization
____ Bidder/Offeror is a public service company
____ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000
____ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than $100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living rate in effect at the time service is provided for hours spend on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

____ Employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract
____ Employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
____ Employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the

State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative:
_____

_____
Signature of Authorized Representative Date

_____
Title

_____
Witness Name (Typed or Printed)

_____
Witness Signature Date

APPENDIX J

COMAR 17.06.02.01-.12 INFORMATION TECHNOLOGY NONVISUAL ACCESS REGULATORY STANDARDS

INFORMATION TECHNOLOGY NONVISUAL ACCESS REGULATORY STANDARDS
COMAR 14.33.02.01-.12
EFFECTIVE MARCH 1, 2005
RECODIFIED FROM COMAR 17.06.02 EFFECTIVE SEPTEMBER 26, 2008
DEPARTMENT OF INFORMATION TECHNOLOGY

February 8, 2005
Revised April 20, 2009

Note: Effective March 1, 2005, compliance with COMAR 14.33.02.01-.12 is mandatory for non-exempt units of the Executive Branch. Implementation guidance is not included in this document.

Authority State Finance and Procurement Article, §§3A-302 and 3A-303, Annotated Code of Maryland

Regulation .01 Purpose

A. The purpose of this chapter is to implement State Finance and Procurement Article, §3A-303(5), Annotated Code of Maryland.
B. This chapter sets forth uniform nonvisual access standards to be used in the procurement of information technology and the provision of information technology services by or on behalf of agencies.

Regulation .02 Scope

A. This chapter applies to the procurement of information technology and the provision of information technology services by or on behalf of agencies, except if:
(1) The information technology is not available with nonvisual access because the essential elements of the information technology are visual and a nonvisual equivalent cannot be developed; or
(2) The cost of modifying the information technology for compatibility with software and hardware for nonvisual access would increase the price of the procurement by more than 5 percent.
B. This chapter does not apply to information technology that is acquired and used by a contractor:
(1) Incidental to performing under a contract with the State or any agency; and
(2) To the extent that the information technology is not transferred to the State or any agency as part of the contractor's obligations to perform or incorporated into the deliverables provided to the State or any agency under the contract.
C. The information technology products or information technology services a contractor develops, procures, maintains, or uses that are not specified as part of a contract with the State or any agency are not required to comply with this chapter.
D. Except as otherwise required to comply with other law, this chapter may not be construed to require the installation of accessibility-related software or an assistive technology device at a workstation of a State employee who is not an individual with a disability.
E. Except as otherwise required to comply with the requirements of other law, this chapter may not be construed to require agencies:

(1) To provide access to the public to information at a location other than where the electronic and information technology is ordinarily provided to the public; or Page 3 of 5 *February 8, 2005 Revised April 20, 2009*
(2) To purchase products for access and use by individuals with disabilities at a location other than where the information technology is ordinarily provided to the public.

F. Section E of this regulation may not be construed to relieve any unit of State government of its obligation to provide information or data under any other requirements of the law.

Regulation .03 Application

A. Except as provided by Regulation .02B of this chapter, information technology and information technology services procured, used, maintained, developed, and provided by or on behalf of agencies shall be nonvisually accessible in accordance with the standards promulgated in this chapter.

B. Agencies shall procure information technology and information technology services that comply with the provisions in this chapter when such information technology and information technology services are available in the commercial marketplace or developed in response to a State government solicitation.

C. When procuring or using commercially available information technology, an agency may not claim that an information technology product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency shall procure the product that best meets the standards.

D. This chapter may not be construed to prohibit the use of designs or technologies as alternatives to those prescribed in this chapter if they result in substantially equivalent or greater access for people with visual disabilities.

Regulation .04 Software applications and operating systems

Software applications and operating systems shall be considered nonvisually accessible if the products meet the requirements of 36 CFR §1194.21, which is incorporated by reference herein.

Regulation .05 Web-based intranet and internet information and applications

Web-based intranet and internet information and applications shall be considered nonvisually accessible if the products meet the requirements of 36 CFR §1194.22, which is incorporated by reference herein.

Regulation .06 Telecommunications and interconnected network equipment and services

A. Information technology intended for use in telecommunications or other interconnected network services shall be integrated for obtaining, retrieving, and disseminating visual information by nonvisual means.

B. Personal digital assistants (PDAs) and mobile phone systems shall be considered nonvisually accessible if the products:
(1) Are captioned text-to-speech capable;
(2) Use a distributed speech processing architecture, where the client (device) synthesizes text-to-speech output; and
(3) Provide good quality synthesized speech capable of being understood by the average listener.

Page 4 of 5 *February 8, 2005 Revised April 20, 2009*

C. Technologies using encoding, signal compression, format transformation, or similar techniques shall be considered nonvisually accessible if the technologies either:
(1) Do not remove information needed for nonvisual access; or

(2) Restore information needed for nonvisual access upon delivery to the device.

D. Telecommunications products having mechanically operated controls or keys shall be considered nonvisually accessible if:
(1) Controls and keys are tactilely discernible without activating the controls or keys; and
(2) The status of all locking or toggle controls or keys is discernible either through touch or sound in addition to being visually discernible.

Regulation .07 Video and multimedia products

A. All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.
B. Presentation of audio descriptions may be user-selectable or permanent.

Regulation .08 Self contained, closed products

A. Self-contained products shall be usable by people with visual disabilities without requiring an end-user to attach assistive technology to the product.

B. If a product utilizes touch screens or contact-sensitive controls, an input method shall be provided that complies with Regulation .06D(1) and (2) of this chapter.

C. If an ocular form of user identification or control is used, an alternative form of identification or activation, which does not require the user to possess a particular ocular characteristic, shall also be provided.

D. If a product provides auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that allows for private listening using a headset or personal speakers. The product shall provide the ability to interrupt, pause, and restart the audio at any time.

E. When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 decibels. Where the ambient noise level of the environment is above 45 decibels, a volume gain of at least 20 decibels above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.

F. Color-coding may not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.

G. If a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.

Page 5 of 5 *February 8, 2005 Revised April 20, 2009*

H. Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 hertz and lower than 55 hertz.

Regulation .09 Desktop and Portable Computers

A. All mechanically operated controls and keys shall comply with Regulation .06D(1) and (2) of this chapter.

B. If a product utilizes touch screens or touch-operated controls, an input method shall be provided that complies with Regulation .06D(1) and (2) of this chapter.

C. When an ocular form of user identification or control is used, an alternative form of identification or activation, which does not require the user to possess particular ocular characteristics, shall also be provided.

Regulation .10 Functional Performance Criteria.

A. At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people who are blind or visually impaired shall be provided.

B. At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.

Regulation .11 Information, Documentation, and Support.

A. Product support documentation provided to end-users shall be made available in nonvisually accessible alternate formats upon request, at no additional charge.

B. End-users shall have access to a description of the accessibility and compatibility features of products in nonvisually accessible alternate formats or alternate methods upon request, at no additional charge.

C. Support services for products shall accommodate the communication needs of end-users with visual disabilities.

Regulation .12 Compliance Certification.

Each agency shall certify in the Agency Information Technology Master Plan submission to the Department of Information Technology that information technologies procured and services.

COMAR 14.33.02.01-.12

APPENDIX K

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):

E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date:_____ By:_____ (Authorized
(Representative and Affiant)