



MARYLAND HEALTH BENEFIT EXCHANGE (MHBE)

REQUEST FOR PROPOSALS (RFP)

SOLICITATION NO. MDM0031021100

Alternate ID: MDD78CBP06042015

Issue Date: June 5, 2015

FULL-SERVICE COMMUNICATIONS AND MARKETING SERVICES

NOTICE

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

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

**STATE OF MARYLAND
NOTICE TO VENDORS**

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this Contract, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Sheet below for contact information).

Title: MHBE, Full-Service Communications and Marketing Services
Solicitation No: MDM0031021100

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

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

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address: _____

E-mail Address: _____

**STATE OF MARYLAND
MARYLAND HEALTH BENEFIT EXCHANGE
RFP KEY INFORMATION SUMMARY SHEET**

Request for Proposals: Full-Service Communications and Marketing Services

Solicitation Number: MDM0031021100

RFP Issue Date: June 5, 2015

RFP Issuing Office: Maryland Health Benefit Exchange

Procurement Officer: Aaron Jacobs
Maryland Health Benefit Exchange
750 East Pratt Street, 16th Floor
Baltimore, MD 21202
Phone: 410-547-1831
Email: hix.procurement@maryland.gov

Contract Monitor: Andrew Ratner, Director of Marketing & Outreach
Maryland Health Benefit Exchange
750 East Pratt Street, 16th Floor
Baltimore, MD 21202
Phone: 410-547-6325
aratner@maryland.gov

Proposals are to be sent to: Maryland Health Benefit Exchange
750 East Pratt Street, 16th Floor
Baltimore, MD 21202
Phone: 410-547-6325
Attention: Andrew Ratner, Director of Marketing & Outreach

Pre-Proposal Conference: Tuesday, June 9, 2015
2:00-3:30 PM
901 Elkridge Landing Road, 2nd Floor
Linthicum Heights, MD 21090

Call-in Number: 877-431-1883
Conference Code 3702524147

Closing Date and Time: Wednesday, July 1, 2015 2:00 PM EST

MBE Subcontracting Goal: 25%

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

This Request for Proposals (“RFP”) is to solicit proposals that will enable the Maryland Health Benefit Exchange (“MHBE”) to select the most qualified Offeror to plan, develop, design and execute an integrated communications and marketing campaign to inform and educate individuals and small businesses in Maryland about the new health insurance coverage options available through the state-based health insurance exchange. The anticipated duration of services to be provided under this Contract is 10 months with two one-year options. The not-to-exceed amount under this contract shall be \$2,400,000 for FY 2016, \$2,400,000 for FY 2017, and \$2,400,000 for FY 2018, or \$7,200,000 total for the duration of the contract and all option years.

1.2 Abbreviations and Definitions

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

- a. **Business Day(s)** – The official working days of the week to include Monday through Friday. Official working days exclude State Holidays (see definition of “Normal State Business Hours” below).
- b. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment A**.
- c. **Contract Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities.
- d. **Contractor** – The selected Offeror that is awarded a Contract by the State.
- e. **eMM** – eMaryland Marketplace (see RFP Section 1.8).
- f. **Exchange or MHBE** – Maryland Health Benefit Exchange.
- g. **Key Personnel** – All personnel identified by the Offeror in its Proposal that are essential to the work being performed under the Contract. See RFP Sections 1.23 and 4.4.2.7.
- h. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- i. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- j. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- k. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go-Live Date, and is the official start date of the Contract for the actual delivery of services as described in

this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.

- l. **Offeror** – An entity that submits a Proposal in response to this RFP.
- m. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (Attachment A), and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- n. **Proposal** – As appropriate, either or both of an Offeror’s Technical or Financial Proposal.
- o. **Request for Proposals (RFP)** – This Request for Proposals issued by the MHBE, Solicitation Number MDM0031021100 dated June 5, 2015, including any addenda.
- p. **State** – The State of Maryland.
- q. **Total Proposal Price** - The Offeror’s total proposed price for services in response to this solicitation, included in the Financial Proposal with Attachment F – Price Form, and used in the financial evaluation of Proposals.

1.2 Pre-Proposal Conference

A Pre-Proposal Conference will be held on Tuesday, June 9, 2015 from 2:00 to 3:30 PM at **901 Elkridge Landing Road, Second Floor, Linthicum Heights, Maryland 21090**. Call-in Number: 877-431-1883, Conference Code 3702524147. All interested Offerors are encouraged to attend or call in in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offerors overall understanding and ability to meet the State’s Minority Business Enterprise (MBE) goals.

After the Pre-Proposal Conference, a written summary of the Pre-Proposal Conference and all questions and answers known at that time will be made available through eMarylandmarketplace and the MHBE’s website.

In order to ensure adequate seating and other accommodations at the Pre-Proposal Conference, please submit the Pre-Proposal Conference Response Form (Attachment G) prior to the conference date via [e-mail](#) or facsimile with “Pre Bid Conference RSVP” in subject line. The Pre-Proposal Conference Response Form is included as Attachment G to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the Procurement Officer **no later than Monday, June 8, 2015 at 12 p.m.** The MHBE will make a reasonable effort to provide such special accommodation.

1.3 Proposal Due (Closing Date)

An unbound original and six (6) bound copies of each proposal (technical and financial) shall be received by the Procurement Officer, at the address listed in Section 1.7, no later than **2:00 PM (Local Time) on July 1, 2015**, in order to be considered. Two electronic versions on CDs of the Technical Proposal in MS Word or Excel format shall be enclosed with the original Technical Proposal. Two electronic versions on CD of the Financial Proposal in MS Word or Excel format shall be enclosed with the original Financial Proposal. Ensure that each of the four CDs are labeled with the RFP title, RFP project number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

An additional electronic version of Volume I and Volume II in searchable Word (Version 2007 or newer) format shall be submitted on CD for Public Information Act (PIA) requests. This copy shall be redacted to prevent disclosure of confidential and/or proprietary information. (See section 1.21).

Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Proposals received by the Procurement Officer after the due date, **July 1, 2015 at 2:00 PM** (Local Time) will not be considered.

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

1.4 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer following the pre-proposal conference. Questions may be submitted by mail, facsimile, or preferably by e-mail (hix.procurement@maryland.gov) to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. As reasonably possible and appropriate, these questions will be answered at the Pre-Proposal Conference, or shortly thereafter.

Questions will also be accepted **until Friday, June 12, 2015 at 2:00 PM, to the Procurement Officer at hix.procurement@maryland.gov. By Wednesday, June 17, 2015**, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be made available through eMarylandmarketplace and on the MHBE's website, marylandhbe.com.

1.5 Contract Duration

The contract term shall be 10 months and is expected to commence on September 1, 2015 and expire on June 30, 2016, with two one-year options for extension beginning July 1, 2016. The Contract that results from this solicitation shall commence as of the date the Contract is signed by MHBE following any required approval by the MHBE Board of Trustees. The Contractor shall conduct any necessary due diligence, and familiarize itself with the State's operations and the MHBE's services before commencement of the contract, at no cost to the MHBE or the State.

1.6 Procurement Officer

The sole point of contact in the State for purposes of this solicitation prior to the award of any Contract is the Procurement Officer at the address listed below:

Aaron Jacobs
Maryland Health Benefit Exchange
750 E. Pratt St., 16th Floor
Baltimore, MD 21202
Cell: 410-746-9689
Office: 410-547-1831
hix.procurement@maryland.gov

The MHBE may change the Procurement Officer at any time by written notice.

1.7 Contract Monitor

The Contract Monitor is:

Andrew Ratner
Director of Marketing and Outreach
Maryland Health Benefit Exchange
750 East Pratt Street, 16th Floor
Baltimore, MD 21202
Phone: 410-547-6325
Fax: 410-547-7373
aratner@maryland.gov

The MHBE may change the Contract Monitor at any time by written notice.

1.8 Minority Business Enterprise Notification

Minority Business Enterprise (MBE) vendors are encouraged to obtain certification from the Office of Minority Business Enterprise. All questions related to certification should be directed to the Office of Minority Business Enterprise.

Director
Office of Minority Business Enterprise
Maryland Department of Transportation (MDOT)
P.O. Box 8755
BWI Airport, Maryland 21240-0755
Telephone: 410-865-1269

If the Offeror is a certified minority Contractor, it should be so indicated with the certification number in the Technical Proposal.

1.9 Minority Business Enterprises

An overall MBE subcontractor participation goal of 25% of the total contract dollar amount has been established for this procurement. There are no MBE subcontractor participation subgoals for this procurement. The Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

1.9.1 Attachments The following Minority Business Enterprise participation instructions, and forms are provided to assist Bidders/Offerors:

Attachment - 1A	MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must submit with Bid/Proposal)
Attachment - 1B	Waiver Guidance
Attachment - 1C	Good Faith Efforts Documentation to Support Waiver Request
Attachment - 2	Outreach Efforts Compliance Statement
Attachment - 3A	MBE Subcontractor Project Participation Certification
Attachment - 3B	MBE Prime Project Participation Certification
Attachment - 4A	Prime Contractor Paid/Unpaid MBE Invoice Report
Attachment - 4B	MBE Prime Contractor Report
Attachment - 5	Subcontractor/Contractor Unpaid MBE Invoice Report

1.9.2 A Bidder/Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment - 1A**) whereby:

- (a) The Bidder/Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
- (b) The Bidder/Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
- (c) A Bidder/Offeror requesting a waiver should review Attachment - 1B (Waiver Guidance) and 1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

If a Bidder/Offeror fails to submit a completed Attachment - 1A with the Bid/Proposal as required, the Procurement Officer shall determine that the Bid is non-responsive or the Proposal is not reasonably susceptible of being selected for award.

1.9.3 Bidders/Offerors are responsible for verifying that each of the MBE(s) (including any MBE primes and/or MBE primes participating in a joint venture), selected to meet the goal and any subgoals and subsequently identified in **Attachment - 1A** is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

1.9.4 Within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder/Offeror must provide the following documentation to the Procurement Officer.

- (a) Outreach Efforts Compliance Statement (**Attachment - 2**).
- (b) MBE Prime/Subcontractor Project Participation Certification (**Attachment - 3A/3B**).
- (c) If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.
- (d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

1.9.5 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.state.md.us/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**

1.9.6 The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:

- (a) Attachment - 4A (Prime Contractor Paid/Unpaid MBE Invoice Report).
- (b) Attachment - 4B (MBE Prime Contractor Report)
- (c) Attachment - 5 (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).

1.9.7 A Bidder/Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment - 1C) and all documentation within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in **COMAR 21.11.03.11**.

1.9.8 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment - 1A**), completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes (see Contract – **Attachment** __, Section __).

1.9.9 The Bidder/Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract - **Attachment** __, Section __).

1.9.10 As set forth in COMAR 21.11.03.12-1(D) when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty percent (50%) of the MBE participation goal (overall) and up to one-hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule

(Attachment - 1A) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the sub-goals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule (Attachment - 1A)) used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE classifications but can self-perform up to 100% of the stated sub-goal. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

1.9.11 With respect to Contract administration, the Contractor shall:

- (a) Submit by the __ of each month to the Agency’s designated representative:
 - i. A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment - 4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and

ii. (If Applicable) An MBE Prime Contractor Report (Attachment - 4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.

(b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the ___ of each month to the Department's designated representative an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment - 5) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.

(c) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

(d) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.

(e) Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

1.10 Multiple or Alternate Proposals

Neither multiple nor alternate proposals will be accepted.

1.11 Cancellations; Acceptance; Minor Irregularities and Discussions

The MHBE reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the MHBE. The MHBE also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

1.12 Oral Presentation

Offerors deemed susceptible of being selected for award may be required to provide an Oral/Capabilities Presentation in an effort to clarify information contained in their proposals. The discussions will also assure a full understanding of the MHBE's requirements and the Offeror's ability to perform the requirements stated in this RFP. Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's Proposal

The Procurement Officer will notify Offerors of the time and place of oral presentations. Offerors should be prepared to make oral presentations during the week of July 20, 2015.

1.13 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the later of the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.14 Public Information Act Notice

An Offeror shall give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the MHBE under the Public Information Act, Title 10, Subtitle 6, Part III of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed (see COMAR 21.05.08.01).

Information which is claimed to be confidential is to be identified *after* the Title Page and *before* the Table of Contents in the Technical Proposal and, if applicable, also in the Financial Proposal. Offerors *must* provide one copy where information which is claimed to be confidential is pre-redacted, in accordance with proposal format requirements contained in 1.3.

1.15 Arrearages

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

1.16 Bid/Proposal Affidavit

A proposal submitted by an Offeror shall be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

1.17 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit shall be provided to the Procurement Officer within five business days of notification of proposed Contract award.

1.18 Contract Type

The Contract that results from this solicitation shall be a time and materials contract, for the placement and purchase of paid media through this Contract. The creative conception and design of collateral materials are included within the Scope of Work (Section 3); however, additional services related to the production and printing of related collateral materials are not included in the scope of this contract.

1.19 Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Proposals process under the Procurement Policies and Procedures of the MHBE (PP&P). A copy of the PP&P may be found on the website of the MHBE at http://marylandhbe.com/wp-content/uploads/2012/10/Permanent_Procurement_Policies1.pdf. Any award made in violation of the PP&P is voidable at the election of the Exchange.

1.20 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the technical proposal; exceptions to the required format, terms and conditions of Financial Proposal must also be clearly identified in the Executive Summary, without disclosing any pricing information. A proposal that takes exception to these terms may be determined non-responsive and rejected.

1.21 Protests/Disputes

Any protest related to this solicitation shall be subject to the provisions of the PP&P. Any contract dispute related to the resulting Contract shall be subject to the Disputes provision set forth in the Contract, a copy of which is Attachment A hereto.

1.22 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, amendments to the RFP will be posted on the MHBE Procurement website and through eMarylandMarketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date shall accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.23 eMarylandMarketplace

eMarylandMarketplace (eMM -<https://emaryland.buyspeed.com/bso/>) is an electronic commerce system—*free to all vendors*--and administered by the Maryland Department of General Services. In addition to using the MHBE website and other means for transmitting the RFP and associated materials, the solicitation and summary of the pre-bid/proposal conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via [eMarylandMarketplace](#).

In order to receive a contract award, a vendor must show current registration on eMarylandMarketplace. Registration is free. Go to <https://ebidmarketplace.com/> and click on "Registration" to begin the process.

Each Offeror must indicate its eMM vendor number in the Transmittal Letter submitted at the time of submission of the Technical Proposal to the RFP.

1.24 Incurred Expenses

The MHBE will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation. MHBE will not be responsible for returning samples of work.

1.25 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposal to meet the requirements of this RFP. Proposals shall not exceed 75 pages.

1.26 Offeror Responsibilities

The selected Offeror shall be responsible for rendering services within the category for which it has been selected as required by this RFP. All subcontractors shall be identified and a complete description of their roles relative to the proposal shall be included in the Offeror's proposal. Additional information regarding MBE subcontractors is provided in Section 1.9 above.

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references, financial reports, or experience, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary. Subcontractors retained for the sole purpose of meeting the established MBE participation goal(s) for this solicitation shall be identified as provided in Attachment D of this RFP.

1.27 Verification of Registration and Tax Payment

Before a corporation can do business in the State, it shall be registered to do business in the State of Maryland and in good standing with the State Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration and ensure that it is in good standing prior to the due date for receipt of proposals. An Offeror's failure to complete registration and be in good standing with the State Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

The successful Offeror shall be responsible for ensuring that all subcontractors meet these requirements, and further, that the Offeror and all subcontractors meet these requirements for the duration of the Contract.

1.28 False Statements

While the MHBE is an exempt unit under Division II of the State Finance Procurement Article, the MHBE requires Offerors to acknowledge the following:

- (a) In connection with a procurement Contract, a person may not willfully:
 - Falsify, conceal, or suppress a material fact by any scheme or device;
 - Make a false or fraudulent statement or representation of a material fact;
 - Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

1.29 Payments by 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 COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form attached as Attachment F. Any request for exemption shall be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can be downloaded at: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>

1.30 Subcontractor Prompt Payment Policy

The successful Offeror must comply with the prompt payment requirements set forth in the Contract resulting from this solicitation (see Attachment A). Guidance for prompt payment of subcontractors can be found in the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs dated August 1, 2008. Additional prompt payment information is available on the GOMA website at: http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf

1.32 Living Wage Requirements

While the MHBE is an exempt unit under Division II of the State Finance and Procurement (SFP) Article, the MHBE requires the Offeror to pay the living wage amounts, as contemplated by Title 18 of the SFP Article and any accompanying regulations. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment H, Living Wage Requirements for Service Contracts). If the Offeror fails to complete and submit the required Living Wage documentation, the State may determine an Offeror to be not responsive.

The Maryland Department of Labor, Licensing, and Regulation (DLLR) is responsible for establishing the wage rates and ensuring compliance with the laws. Offerors and subcontractors shall pay each covered employee at least (see at <http://www.dllr.State.md.us/labor/prev/livingwage.shtml>) per hour. The contract resulting from this solicitation will be deemed to be a Tier 1 contract. Information pertaining to reporting obligations may be found by going to the DLLR website: <http://www.dllr.state.md.us/labor/> and clicking on Living Wage. **NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.**

1.33 Federal-Funding Requirements and Affidavits

- 1.35.1 There are programmatic conditions that apply to this Contract due to Federal funding. (see **Attachment J**).
- 1.35.2 The total amount of Federal funds allocated for the MHBE is \$43,455,095 in Maryland State fiscal year 2015. This represents 60 % of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
- 1.35.3 This Contract contains federal funds. The source of these federal funds is: Medicaid. The CFDA number is: 93.778. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds **Attachment J**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment J** and Bidders/Offerors are to complete and submit these Attachments with their Bid/Proposal as instructed in the Attachments. Acceptance of this agreement indicates the Bidder/Offeror's intent to comply with all conditions, which are part of this Contract.

1.34 Substitution of Personnel

A. Continuous Performance of Key Personnel

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

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

B. Definitions

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

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

Incapacitating – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

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

C. Key Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of staff substitution described in paragraph D of this section.

1. The Contractor shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute Key Personnel have qualifications at least equal to those of the Key Personnel for whom the replacement is requested.
2. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
 - A detailed explanation of the reason(s) for the substitution request;
 - The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
 - The official resume of the current personnel for comparison purposes; and
 - Any evidence of any required credentials.

3. The Contract Monitor may request additional information concerning the proposed substitution. In addition, the Contract Monitor and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
4. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a requested Key Personnel replacement.

D. Replacement Circumstances

1. Voluntary Key Personnel Replacement

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

2. Key Personnel Replacement Due to Vacancy

The Contractor shall replace Key Personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per Section D.1 of this section.)

Under any of the circumstances set forth in this paragraph D.2, the Contractor shall identify a suitable replacement and provide the same information or items required under paragraph C of this section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3. Key Personnel Replacement Due to an Indeterminate Absence

If any Key Personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information or items to the Contract Monitor as required under paragraph C of this section.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor, at the option and sole discretion of the Contract Monitor, the original personnel may continue to work under the Contract, or the replacement personnel will be authorized to replace the original personnel, notwithstanding the original personnel's ability to return.

4. Directed Personnel Replacement

- a. The Contract Monitor may direct the Contractor to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 4.b. If after such remediation the Contract Monitor determines that the personnel performance has not improved to the level necessary to continue

under the Contract, if at all possible at least fifteen (15) days notification of a directed replacement will be provided. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the personnel with less than fifteen (15) days' notice, the Contract Monitor can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

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

- b. If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within ten (10) days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.

Should performance issues persist despite the approved Remediation Plan, the Contract Monitor will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Key Personnel at issue.

Replacement or substitution of personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

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SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Minimum Qualifications

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

- 2.1.1 The Offeror shall locate the main account team servicing this contract at a place of business within a 100-mile radius of ZIP code 21202 requiring no more than a two (2) hour driving time in order for the MHBE to conduct routine on-site visits.
- 2.1.2 The Offeror shall identify a primary day-to-day contact for advertising and public relations assigned to this Contract. Each identified contact must have a minimum of 10 years of experience in their field.
- 2.1.3 The Offeror must have prior experience developing and designing at least two successful integrated advertising campaigns (print, radio, television, outdoor, online, mobile, etc.) to launch statewide awareness initiatives.
- 2.1.4 The Offeror must have prior experience developing and executing at least two successful public relations campaigns in the health care or consumer product categories;
- 2.1.5 The Offeror must have demonstrated experience with at least two projects or marketing/communications campaigns involving outreach and education to diverse or “hard to reach” populations;

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SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

Background

The Maryland Health Benefit Exchange (MHBE) was established in April 2011 in accordance with the Patient Protection and Affordable Care Act of 2010 (ACA). Beginning in October 2013, MHBE, in partnership with the Department of Health and Mental Hygiene (Medicaid) and private health insurance carriers in the State, began offering a range of health insurance options for individuals and small businesses through [Maryland Health Connection](#), the state-based health insurance marketplace. MHBE recently concluded a successful open enrollment period that ran from Nov. 15, 2014 to Feb. 15, 2015.¹ A total of 289,131 Marylanders enrolled during that period, including 122,778 in Qualified Health Plans (QHP) and 166,353 in Medicaid. QHP enrollment doubled the total attained during a six-month enrollment period the previous year, which was the first for the state marketplace. Significant technical challenges during that initial enrollment prompted Maryland officials to rebuild the system and adapt technology used in Connecticut. Maryland's turnaround during and after its second enrollment period was widely recognized in state and national media:

- “The second year of Maryland’s health insurance marketplace was much more successful than its first.” — Washington Post, Feb. 18, 2015²
- “Holy Smokes. ... 264,000 Marylanders enrolled through Maryland Health Connection for 2015, Qualified Health Plan enrollments top 119,000 ... Wow. This broke not only the HHS Dept’s official target for Maryland (88K) as well as my own original target (105K), but even my recently-upgraded target (115K).” — ACASignups.net, Feb. 17, 2015³
- “The turnaround in Maryland since the last time may be even more striking than the improvements to HealthCare.gov.” — Huffington Post, Feb. 12, 2015⁴
- “If there was a most-improved public HIX award, Maryland Health Connection certainly would be in the running for such an honor.” — Employee Benefit Adviser.com, March 25, 2015⁵

The rate of uninsured in Maryland has dropped from 12.9% to 7.8%, and that was prior to the most recent enrollment period, according to a [Gallup poll](#). For the third open enrollment period for 2016 coverage, scheduled to run from Nov. 1, 2015 to Jan. 31, 2016, several factors should help propel enrollments in Maryland:

1. Use of the same enrollment system as year two, which will simplify re-enrollments.
2. Greater familiarity among consumers, providers and navigators.
3. Increase in the federal penalty for lacking health insurance without an exemption from 2% of gross household income or \$325 per individual, whichever is greater, in 2015 to 2.5% of gross household income or \$695 per individual, whichever is greater, in 2016.

¹ [“Maryland Health Connection allowing people who have begun enrollment applications to complete them until Feb. 28,”](#) Press Release, Feb. 15, 2015

² [“Maryland health exchange’s second year much more successful than first,”](#) WASHINGTON POST, FEB. 18, 2015

³ [“Maryland increases QHP enrollments by 89% over 2014,”](#) ACASIGNUPS.NET, FEB. 17, 2015

⁴ [“Rush of Obamacare enrollees expected before Sunday deadline,”](#) HUFFINGTON POST, FEB. 12, 2015

⁵ <http://ebn.benefitnews.com/news/exchanges/maryland-hix-enrollment-nearly-doubles-in-half-the-time-2745939-1.html>

New and existing challenges must be met, however, to achieve an increase in enrollments:

1. Smaller grants and fewer resources for the “connector” organizations tasked with helping people enroll in six regions throughout the state.
2. Smaller budget for marketing and media buys compared with earlier enrollment periods.
3. Continued lack of awareness and confusion among the general public, especially in hard-to-reach geographies in the state farther from prime media markets. The need for special tax enrollment periods both in Maryland and throughout most of the county after the regular open enrollment closed was one symptom of that.
4. Growth in participation by “Young Invincibles,” 18-34 years old, is vital for the long-term sustainability of the marketplace.

For purposes of the marketing, communications and outreach campaign, the target audience has been identified through research as follows*:

- Demographic/Segmentation:
 - 18-64 years of age
 - African-American
 - Hispanic
 - Women
 - Single mothers
 - Young, working males
- Small Businesses
 - Up to 50 employees (The small group market may be expanded to 1-100 employees as of Jan. 1, 2016.)
- Small Business Influencers, including:
 - Insurance Brokers
 - Accountants
 - Bankers
 - Lawyers
 - Opinion Leaders
 - Channel Audiences:
 - Plan Issuers
 - Insurance carriers
 - Managed Care Organizations (MCOs)
 - Cooperatives (Co-ops)
 - Third-Party Administrators (TPAs)
 - Insurance Producers (Brokers)
 - Local and State Agencies
 - Health Care Providers

- Health Care Systems, Hospitals and Clinics
- Faith-Based Organizations
- Not-for-Profit Organizations
- Community-Based Organizations
- Educational institutions (colleges and universities)
- Advocacy and Consumer Groups
- Business and Trade Associations
- Navigators/ Assisters/Caseworkers

¹ U.S. Census Bureau, Current Population Survey, Annual Social and Economic Supplement, 2010-2011

Odwyerpr.com

**Additional market analysis for audience segmentation is not included in this RFP; the selected Contractor will be expected to utilize existing and available research/data from a variety of sources through the MHBE, consultants and researchers*

The following guiding principles have been established during the planning process through formative research:

Original Guiding Principles of the Communications, Outreach and Education Program:

- ***Bring Everyone Along:*** Although not everyone in the State is affected by coverage expansion directly, every opinion matters regarding health reform. The campaign’s core efforts will focus on enrollment of the key target audiences, while opinion leaders, elected officials, media and the general public must also be educated and their support cultivated
- ***Leverage the Power of Partnerships:*** Maximize education and enrollment by leveraging existing resources, networks and channels; identify opportunities for collaboration and partnerships with common visions and missions
- ***Segment Audiences and Customize Communications:*** Develop marketing and communications tactics based on research and evidence of how different populations can best be reached and encouraged to enroll and retain coverage; ensure materials are culturally and linguistically appropriate
- ***Educate to Ensure Delivery of the Consumer Experience:*** Comprehensive information and education is necessary for assisters and partners to provide a seamless consumer experience
- ***Evaluate and Adjust Campaign Strategies:*** Monitor and modify based on feedback from stakeholders, partners, ongoing research, program metrics and national indicators.

Additional Guiding Principles for 2015-2016 campaign:

- ***Reaching the Hard-To-Reach:*** Maryland has enrolled about 25% of the potential market, ranking 10th of the 14 state exchanges.⁶ The remaining market has great potential. But the cost and difficulty in reaching the next group will be greater than the earlier open enrollments where people in need were hungriest for the coverage opportunity.
- ***Retaining Customers:*** Communications and outreach are vital to help retain customers already served through MarylandHealthConnection.gov, in part by improving information such as “What to Do After You Enroll,” so consumers know how to use their policies to improve their health.

Purpose

The Marketing and Outreach campaign for Year 1 focused on building anticipation for the new state-based health insurance marketplace and creating a brand for Maryland Health Connection (MHC). Year 2 centered on rebuilding confidence in the system and shifting toward a more regional approach to grow enrollments. Year 3 and beyond will seek to find and focus even more finely on Marylanders who remain uninsured, especially those eligible for financial support. **We are seeking an Offeror who can offer solutions and help execute them to achieve that goal.**

1. We are looking generally for the Offeror to present ideas about how MHC can become more granular in its targeting, perhaps similar to the use of political campaign-like strategies to figure out exactly where the uninsured are in any neighborhood, any block, etc.
2. As federal grants diminish, MHC is seeking strategies to reduce cost now and over the long term. We want the Offeror to be creative in figuring out how the services it provides could become more sustainable, how we can re-use more, how we can bring more in-house over time, how we might be able to share services, etc.

⁶ Department of Health and Human Services (enrollment); Kaiser Family Foundation (potential market estimates), [“Now the Hard Part: The Rate of Health Care Enrollment Seems Set to Slow,” New York Times, March 23, 2015](#)

3.2 Scope of Work

The MHBE is seeking responses to this RFP from full-service communications agencies to provide the services outlined in the Scope of Work provided below. The MHBE encourages Offerors to consider establishing strong partnerships with subcontractors that are experts and have experience in specialized areas, in order to ensure that project goals, objectives and deliverables are achieved. While certain services may be provided by the subcontractor(s), the awarded Prime Contractor ultimately will be responsible to ensure that all project goals, objectives and deliverables are met. The MHBE will hold the Prime Contractor responsible in managing, overseeing, and providing all negotiated services and deliverables.

Offerors are encouraged to recommend and include in their Technical Proposals any other services or recommendations that would increase enrollment in qualified health plans (QHPs) or public assistance programs in the State. The communications, marketing and outreach campaign focus on the period leading up to and including the Open Enrollment period for 2016 health insurance coverage, scheduled from **November 1, 2015 to January 31, 2016. The contract would run through June 30, 2016 with the option for two additional one-year extensions.**

The Offeror must be capable of providing all services proposed immediately following an Award of the Contract.

The budget for media purchases through this RFP is estimated at roughly **\$1 million** through January 2016, which includes the placement of print, broadcast, digital and out-of-home advertising media.

Offerors should consider the following when addressing the requirements in the Scope of Work:

- Review and Analysis of Existing Information and Data:

The Offeror shall make use of existing research, data maps, analyses and reports completed by the MHBE consultants, other states, the federal government, universities and research firms, foundations, advocacy groups and others that inform the development and design of marketing, outreach and education strategies in Maryland. The Offeror should identify gaps and/or future research or analysis required to refine communications, outreach and education strategies that are not identified in previous reports, surveys, data and/or focus group results. In the event that additional research or analysis is required, the Offeror must provide detailed descriptions and explanations on the types of additional strategies needed.

- Strategies for Promotional Activities and Communication Vehicles:

The Offeror shall assess and recommend different types of promotional strategies and activities for both written and verbal communications for all appropriate target audiences and populations. The Offeror shall, at a minimum:

- Assess cultural and linguistic standards to conduct effective marketing, outreach and education activities to diverse target populations;
- Assess reading grade level and health literacy standards required for marketing, outreach and education materials to ensure that communications are easily understood by the targeted audiences;
- Identify, propose and recommend public and private sector partners who will engage and participate in the design and development of the statewide marketing, outreach and education campaigns;
- Identify the types of communications needed in order to effectively reach Maryland's diverse populations, including creative sales, outreach and education channels that will be most effective for each target population.

Based on the Offeror's strategic recommendations, these may include, but are not limited to, the following:

- Printed materials such as flyers, brochures, tri-folds, panel cards, posters, and bus advertisements;
- Paid advertising (e.g., radio, television, and newspaper ads);
- Online and technology-based advertising, including use of social media and mobile advertising;
- Health provider publications and websites;
- Partnerships with ethnic media;

- Explore partnerships with various organizations and develop communications strategies accordingly, including but not limited to the following types of organizations:
 - Community-based organizations, non-profit organizations, community service organizations, faith-based organizations, advocacy groups, veterans groups and senior centers;
 - Health providers, health systems, hospitals, clinics, urgent care centers;
 - Insurance producers (brokers);
 - Business and trade associations, including labor unions;
 - Retail and commercial entities serving the uninsured populations;
 - Public libraries, schools, community colleges and universities;
 - Maryland’s professional schools and associations such as medical, nursing, pharmacy and public health;
 - Chambers of commerce

The Offeror will work the MHBE Marketing and Outreach staff, which includes a Director of Marketing and Outreach, Deputy Director of Marketing and Outreach, Digital Communications Manager, Social Media Specialist, Outreach Coordinator and Communications Coordinator (six FTEs) in developing and executing marketing strategies especially in the functional areas of Social Media and Outreach/Education. The Offeror shall factor in partnerships with existing state resources in its proposal.

CATEGORY 1: MARKETING/COMMUNICATIONS STRATEGY SUPPORT

- Assist with the development of communications, outreach and education strategies
- Build on an existing creative approach and theme for the consumer and small business campaigns developed for the first Open Enrollment (2013-2014) and refined for the second Open Enrollment (2014-2015)
- Recommend and perform market research to support comprehensive recommendations and assistance for all aspects of marketing and planning (and incorporate existing marketing research and branding to develop strategies)
- Provide account management services including evaluation and metrics, oversight and management of integrated team and subcontractors

Timing: Marketing/Communications Strategy Support	
Plan Development	Q3 2015
Account Management	Q3 2015 through Q2 2016
Creative Planning and Concepting	Q3 2015 through Q2 2016
Market Research	Q3 2015
Evaluation	Quarterly

CATEGORY 2: ADVERTISING CREATIVE SERVICES

Refine and execute an advertising campaign developed for the first two open enrollments to target the uninsured in Maryland as well as those who influence the uninsured in Maryland, which may include the parents of young adults, small business owners, insurance producers, opinion leaders and other residents interested in health care reform. The advertising campaign must include a diverse media mix to reach diverse populations in culturally and linguistically appropriate ways statewide. Open enrollment is to begin November 1, 2015 and is to last for 90 days.

The first Open Enrollment for 2014 averaged 350 Qualified Health Plan enrollments a day. The second Open Enrollment for 2015 averaged 1,356 enrollments a day. That 390% increase was both a product of an improved process for Year 2 and measured against Year 1, which was weighted down by technical challenges. In Year 3, the advertising/marketing challenge will also differ from the first two campaigns in working to reach the segment of potential customers who didn’t enroll and in determining the most efficient way to do that.

- Creative: Account management, creative concepting, branding tagline, copywriting, film/video/photography, editing, production of all advertising (TV, radio, online/digital, transit outdoor and out-of-home, etc., per the approved media plan) translation of print, radio and other media for appropriate multicultural outlets, talent fees, studio expenses, location expenses, voiceovers
- Television: development to include content editing and recording; various languages and formats. TV creative campaign will largely be repurposed from the 2015 open enrollment, with retagging.
- Radio: development to include content editing and recording; various languages and formats
- Print media: development to include the design of various formats of print advertisements
- Out-of-home: development to include the design of transit, billboards, athletic venues/stadiums, retail, rest areas, etc.

Survey research can be utilized to gauge the public interest in health care options and outreach approaches. Research, at a minimum, shall:

- Occur in geographically diverse areas of the State to address the needs of Maryland’s population;
- Solicit input and feedback on the messaging and branding of Maryland Health Connection;
- Solicit input and feedback on effective types of written and verbal communications vehicles and strategies that should be used for the Statewide marketing, outreach and education campaigns for the target audiences;
- Solicit input and feedback on who would be the most effective messenger(s) to conduct outreach and education to each target population; and
- Solicit input and feedback on creative concepts for the advertising campaign

Timing: Advertising	
Creative Development Begins	Q3 2015
Review/Approval	Q3 2015
In Market	Q3 2015 to mid-Q1 2016

CATEGORY 3: MEDIA PLANNING AND BUYING

The Offeror will research, develop and execute a comprehensive media plan that includes a diverse media mix. The research will include media audience and ratings/readership, value-added opportunities (e.g., on-air interviews, brochure distribution at media events, etc.). The Offeror will conduct the media buy as determined by the Contract Monitor. All media markets in Maryland will be examined for inclusion in the plan. Proposed recommendations should also include:

- Identification of specific media to be used
- Timing, frequency, penetration and length of placement
- Allocation of placement within selected media
- Justification of media allocation and integration in campaign, cost effectiveness and return on investment
- Itemization of media cost

Timing: Media Planning	
Media Plan completion	Oct. 15, 2015
Media Placement	Nov. 1, 2015 through January 2016

CATEGORY 4: ONLINE MARKETING/DIGITAL DESIGN

- Develop and execute a comprehensive search engine marketing (SEM) and search engine optimization strategy (SEO) for www.MarylandHealthConnection.gov
- Design and produce digital display advertising and promotions for social media sites, mobile, SMS, etc. (text campaigns, push alerts, etc.) and other strategies as recommended

Timing: Online Marketing Digital Design	
SEM/SEO Plan	Q3 2015
Execution of SEM/SEO	Q3-Q4 2015
Measurement	Quarterly beginning Q4 2015

- Conduct testing and readiness activities in support of launching new digital activities
- Provide regular measurement and analysis of SEM/SEO campaign

CATEGORY 5: SOCIAL MEDIA

- Develop an engagement strategy that includes a plan for cultivating long-term relationships with customers/subscribers and creates a “culture of care” that represents the brand;
- Measure and analyze social media program including but not limited to: share of conversation, adjusted engagement levels and level of influence measures

CATEGORY 6: EDUCATION AND OUTREACH—CORPORATE AND COMMUNITY OUTREACH PROGRAMS

Develop and execute strategies and communications materials to support the MHBE in its efforts to conduct outreach and education in corporate and community channels:

Corporate Outreach

- Develop a corporate outreach strategy to include a tiered approach to garnering support from retail, sports/recreation, trade, corporations, labor and nonprofit organizations that seeks to reduce the number of uninsured in Maryland, through:
 - Promotional partnerships that include distribution of branded Maryland Health Connection enrollment kit and materials
 - Community outreach events and information sessions
 - Promotion of MarylandHealthConnection.gov through partner websites, newsletters, etc.
 - Development of collateral materials and in-store promotions
 - Loyalty programs and education of stakeholders
- Design corporate outreach materials for distribution during events, scripts for corporate ambassadors at corporate sites, posters and signage, downloadable templates, etc. (“Train the Trainer program”)

Community and Faith-Based Outreach

- Assemble a comprehensive community outreach plan that incorporates events statewide based on target demographics for the uninsured population
 - Prepare messaging and materials for outreach workers, ambassadors, advocates and partners statewide that can be accessed through the MarylandHBE.com website
 - Develop presentations, displays and/or materials to faith-based and community organizations for the purpose of outreach to culturally diverse and hard-to-reach populations
- Develop materials that support outreach to business and civic organizations in culturally diverse communities
- Establish an advocacy plan for minority colleges and universities as well as those with alumni groups for ethnic populations

Timing: Community and Corporate Outreach	
Development of Community and Corporate Outreach Plan	Q3 2015
Negotiations with Partners	Q3 2015
Preparations of Materials	Q3-2015
Events, Programs and Partnerships	Q4 2015-Q1 2016

CATEGORY 7: COLLATERAL DEVELOPMENT (PRINTING EXCLUDED FROM SCOPE OF WORK)

- Design a variety of collateral materials to support outreach and education enrollment efforts. The Offeror will be responsible for all aspects of the development and design of the materials used to market www.MarylandHealthConnection.gov, such as:
 - Health and financial literacy videos are required for the consumer and small business online portal. These would expand the existing video library on the MarylandHealthConnection channel on YouTube. A variety of lengths will be necessary to walk consumers through the process. These videos will be viewed online and need to be informative and educational. Offerors should propose a strategy for meeting this goal.
- Design materials that support marketing outreach to channel partners including insurance producers, plan issuers, third-party administrators, such as:
 - Business-to-business communications tools including newsletters, brochures, manuals, forms, templates and toolkits
 - Materials will be accessible through the MHBE’s stakeholder website, marylandhbe.com (website is already designed and deployed-not part of Scope of Work)
 - Develop outreach materials to support outreach to hard-to-reach population in Maryland, including African-American and Hispanic communities and “Young Invincibles” (18-34 year-olds).
 - Design template materials for reaching the uninsured population in Maryland in culturally and linguistically appropriate manner
 - Provide materials in a variety of template formats that can be downloaded and printed by community-based organizations
 - Create a library of images and archive of materials that allow Navigator Entities to select materials, customize brochures (postcards or a limited number of template materials) for marketing purposes
 - Design outreach materials to support the corporate outreach program and community/faith-based outreach programs outlined above
 - Materials should be available in a variety of formats for various audiences to ensure cultural and linguistic appropriateness
 - The plan for collateral materials should take into account accessibility for those with disabilities and offer suggestions for collaboration with other agencies and organizations when possible

3.3 Conflicts of Interest

- A. General. If a conflict of interest arises with insurance company clients, the Offeror must be willing to continue to provide service to the MHBE and be in a position to inform other existing or potential clients that they must find radio pre- and post-production and purchasing service elsewhere in particular situations. The Procurement Officer reserves the right, in his/her sole discretion, to select another firm to provide service to the MHBE or to terminate the Contract if a conflict is not resolved to the satisfaction of the MHBE.

- B. Resolving Conflicts of Interest. The Contractor is required to notify the Procurement Officer immediately of any potential conflicts of interest and to undertake immediate action to eliminate the source of the potential conflict. The Procurement Officer reserves the right to make the Contractor aware of situations that may appear to present a conflict of interest and require the Contractor to promptly remedy the situation. Any request by the Contractor to waive a conflict of interest shall be in writing and shall be submitted to the Procurement Officer. Upon the request of the Procurement Officer, the Contractor will withdraw from providing services to parties whose interests are adverse

3.4 Invoice and Payment

General.

- A. All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. Invoices shall include the following information:
- Contractor name
 - Remittance address
 - Federal taxpayer identification
 - Invoice period
 - Invoice date
 - Invoice number
 - Contract number
 - State assigned Purchase Order number(s)
 - Services provided
 - Amount due

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

- B. All invoices must be submitted to the Contract Monitor within 30 days of the close of the month in which service was provided. The MHBE will make monthly payments to the Contractor for the month covered by the invoice.
- C. The Contractor will provide the Contract Monitor with copies and tear sheets of all print insertions and broadcast orders to accompany media invoices. The Contractor shall execute all contracts with the media and other third parties, including the negotiation of the best possible rates for all contracts, when required. All such contracts shall be entered into as an independent contractor and not an agent of the MHBE. All cost benefits must be passed on to the MHBE. All media costs are net to the MHBE. The MHBE shall retain the right to audit the Contractor's books to verify that the MHBE is receiving all net prices, discounts and rebates.
- D. The Contractor will not receive compensation for miscellaneous services charges, including but not limited to, photocopying, postage, telephone, facsimile, shipping/handling and courier/messenger costs between the Contractor's location and the MHBE office.
- E. The Contractor will not be reimbursed for travel time or related expenses such as transportation, mileage and parking for meetings with the MHBE or vendors rendering services on behalf of the MHBE.
- F. The MHBE reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the MHBE with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such

time as the Contractor brings itself into full compliance with the Contract. Any action on the part of the MHBE, or dispute of action by the Contractor, shall be in accordance with dispute resolution procedures set forth in Attachment A.

- G. The MHBE will not withhold federal, State and local taxes and FICA taxes, if any, from payments made pursuant to the Contract.
- H. The Offeror will maintain records evidencing costs and expenses incurred for a period of ten (10) years from the date of final payment under the contract.

3.5 Problem Escalation Procedure

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

The Contractor shall provide contact information, as described in 3.5.2, to the Contract Manager as well as other personnel should the Contract Manager not be available.

- B. The Contractor must provide a Problem Escalation Procedure no less than 5 days after the Commencement of the Contract (and within 10 days after any change in circumstance which changes the Procedure). The Problem Escalation Procedure shall detail how problems with work under the Contract discovered by the MHBE will be escalated in order to resolve any issues in a timely manner. Details shall include:

1. The process for establishing the existence of a problem;
2. The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level for resolution;
3. Circumstances in which the escalation will occur in less than the normal timeframe;
4. The nature of feedback on resolution progress, including the frequency of feedback;
5. Identification of individuals with their position title and contact information (office phone and/or cell phone number, fax number, email address, etc.) for progressively higher levels that would become involved in resolving a continuing problem;
6. Contact information, as per 3.5.2 (5), for persons responsible for resolving issues after normal business hours (*i.e.*, evenings, weekends, holidays, etc.) and on an emergency basis; and
7. A process for updating and notifying the Contract Manager of any changes to the Problem Escalation Procedure.

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

3.6 Insurance Requirement

All insurance required by this section shall be effective when the Contract commences and shall remain in effect during the term of the Contract and renewal option periods, if exercised. Certificates of insurance and evidence of the payment of premiums shall be furnished to the Procurement Officer within ten (10) business days after notice of recommended Contract award.

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

The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the Contract by the Contractor,

its agents, servants, employees or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$3,000,000 per occurrence. The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision and PIP limits no less than those required by the State where the vehicle(s) is registered but in no case less than those required by the State of Maryland. If automotive equipment is required in the performance of this Contract, automobile bodily injury liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) for each person and Two Million Dollars (\$2,000,000.00) for each accident, and property damage liability insurance with a limit of not less than Two Hundred Thousand Dollars (\$200,000.00) for each accident shall be required.

The Offeror shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.

The Offeror shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, U.S. Longshoremen's and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, as well as any other applicable statute or regulation.

Upon execution of a Contract with the State, Offeror shall provide the Contract Monitor with current certificates of insurance, and shall update such certificates from time to time, as directed by the Contract Monitor. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:

1. Workers' Compensation - The Offeror shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
2. Commercial General Liability as required above.
3. Errors and Omissions/Professional Liability as required above.
4. Automobile and/or Commercial Truck Insurance as required above.
5. Employee Theft Insurance as required above.

The State shall be named as an additional named insured on the policies with the exception of Workers' Compensation Insurance. Certificates of insurance evidencing coverage shall be provided prior to the commencement of any activities in the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than 60 days advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of nonrenewal, the Offeror shall provide the Contract Monitor with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

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SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

Offerors shall submit proposals in separate volumes:

- Volume I – TECHNICAL PROPOSAL
- Volume II – FINANCIAL PROPOSAL

4.2 Proposals

Volume I – Technical Proposal shall be sealed separately from Volume II – Financial Proposal but submitted simultaneously to the Procurement Officer at the address listed on the Key Information Summary. An unbound original, so identified, and six (6) copies of each volume are to be submitted. Two electronic versions of both the Volume I – Technical Proposal in MS Word or Excel format and Volume II – Financial Proposal in MS Word or Excel format shall also be submitted with the unbound originals, technical or financial volumes, as appropriate. Electronic media may be submitted on CD and shall bear a label on the outside containing the RFP title and number, the name of the Offeror, and the volume number (I or II).

A second electronic version of Volume I and Volume II in searchable Word (Version 2007 or newer) format shall be submitted on CD for Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see section 1.21).

All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

Unredacted proposals and modifications will be shown only to State employees, members of the Board of Trustees of the MHBE, members of the Evaluation Committee, or other persons deemed by the MHBE to have a legitimate interest in them.

4.3 Submission

Offerors may either mail or hand-deliver Proposals.

- 4.3.1 For U.S. Postal Service deliveries, any Proposal that 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 will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. It could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit and an Offeror using first class mail will not be able to prove a timely delivery at the mailroom..
- 4.3.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, an Offeror is advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.
- 4.3.3 After receipt, 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.

4.4 Volume I – Technical Proposal

Note: No pricing information is to be included in the Technical Proposal (Volume 1). Pricing information is to be included only in the Financial Proposal (Volume II).

4.4.1 Transmittal Letter

A Transmittal Letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. The Transmittal Letter should include the following:

- Name and address of the Offeror;
- Name, title, e-mail address, and telephone number of primary contact for the Offeror;
- Solicitation Title and Solicitation Number that the Proposal is in response to;
- Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
- Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);
- Offeror's eMM number;
- Offeror's MBE certification number (if applicable);
- Acceptance of all State RFP and Contract terms and conditions; if any exceptions are taken, they are to be noted in the Executive Summary; and
- Acknowledgement of all addenda to this RFP.

4.4.2 Format of Technical Proposal

Inside a sealed package described in Section 4.2 above, an unbound original, to be so labeled, six (6) copies and two electronic versions shall be provided. Section 3 of this RFP provides requirements and Section 4 provides reply instructions. In addition to the instructions below, the Offeror's Technical Proposal should be organized and numbered in the same order as provided in this RFP.

The Technical Proposal shall include the following sections in this order:

4.4.3 Title and Table of Contents (Maximum One Page)

The Technical Proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents shall follow the title page for the Technical Proposal. **Note: Information which is claimed to be confidential is to be identified after the Title page and before the Table of Contents in the Offeror's Technical Proposal. An explanation for each claim of confidentiality shall be included.**

4.4.4 Executive Summary (Maximum Two Pages)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary shall identify the Service Category(ies) and Region(s) for which the Offeror is proposing to provide services (if applicable). In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see RFP Section 1.22 for more information).

The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

If the Offeror has taken no exceptions to the requirements of this RFP, the Contract (Attachment A), or any other attachments, the Executive Summary shall so state.

Following the narrative portion of the Executive Summary, attach documentation to show that the minimum qualifications in RFP Section 2 have been met. See RFP Section 2. If the documentation does not demonstrate that the minimum qualifications are met, or is not submitted, the Offeror's proposal may be deemed not responsible or not reasonably susceptible for award and eliminated from further consideration.

4.4.5 Offeror Technical Response to RFP Requirements

The Offeror shall address each section of the Scope of Work and describe how its proposed services will meet the requirements as described in the RFP. Samples of past work to support the recommended strategies should accompany the proposal and be included as an appendix to the proposal. **(Maximum 20 Pages)**

The Offeror shall provide a detailed explanation of service capabilities to address each of the following: **(Maximum Five Pages)**

- Describe the Offeror's understanding and knowledge of both the federal and state requirements of the Affordable Care Act as it pertains to a state-based health insurance exchange;
- Describe the Offeror's understanding and knowledge of the goals and objectives of the Maryland Health Benefit Exchange and the stakeholders involved in the process;
- Describe the Offeror's understanding and knowledge of the goals and objectives of the communications and outreach campaign as described in Section 3 of this solicitation;
- Provide examples of the Offeror's capabilities, skills, and experience with prior projects in successfully and effectively developing and implementing creative advertising campaigns including television, radio, print, outdoor, mobile, online, and other mediums. Include impact analyses and results as well as examples;
- Provide examples of the Offeror's capabilities, skills, and experience with prior projects in effectively and successfully developing and designing comprehensive statewide marketing, outreach and education campaigns for health care, public health or related programs;
- Describe and provide examples of the Offeror's knowledge and experience with prior projects involving successful marketing, outreach and education campaigns which targeted diverse, multi-cultural and "hard to reach" populations;

In addition to addressing Section 3 Scope of Work requirements, also provide a detailed implementation plan that clearly demonstrates the Offeror's ability to meet the MHBE's requirements. This implementation plan should include a list of specific implementation tasks and transition protocols, a timetable for initiation and completion of such tasks, beginning with the contract commencement and continuing through the end of the campaign. This plan should address any specific milestones identified in Section 3 and all other tasks and protocols necessary for successful implementation. The implementation plan should be specific about requirements for information transfer as well as any services or assistance required from the MHBE during implementation. The implementation plan should also specifically identify those individuals, by area of expertise, responsible for key implementation activities and clearly identify their roles for implementation. The plan shall also include a description of how communication is to be accomplished for at-risk and minority populations and for persons with disabilities, including native language testing and development of messaging, strategies and materials that are linguistically and culturally appropriate. **(Maximum Five Pages)**

Immediately following the implementation plan, please provide a mock proposed budget allocation that describes the percent of overall effort the Offeror proposes for each of the categories outlined in the scope of work. The mock

budget will describe the percentage effort each Offeror recommends for each category and the percentage split between labor categories. Offerors should consider the existence of MHBE staff resources, especially in the areas of social media marketing. The mock budget shall be in the form of Appendix X and shall not count to the maximum page count.

4.4.6 Offeror Experience and Past Performance (Maximum Four Pages)

The Offeror shall describe its overall experience and past performance in providing services similar to those solicited. As part of this, the Offeror shall provide the organization's legal name and state of incorporation (and headquarters).

As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which has been completed within the last five years. For each identified contract the Offeror is to provide in its Technical Proposal:

- The State contracting entity
- A brief description of the services/goods provided
- The dollar value of the contract
- The term of the contract
- The State employee contact person (name, title, telephone number and e-mail address)
- Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised

The Procurement Officer, or a designee, will contact the identified State agencies or the most appropriate persons if many contracts are involved, to ascertain the Offeror's level of performance on State contracts. Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

As part of its offer, each Offeror is to provide a list of references for which similar services have been provided, in the following categories:

- Three references from current client, with at least one preferably from a government contract; and
- Three references from terminated accounts/clients.

The references shall be structured to permit investigation of the Offeror's prior experience. Offerors shall list the following information for each of the references submitted:

- Client name and address
- Name, title and telephone number of person we may contact
- Description of the work performed
- Length of time they have been a client
- Reason for terminating contract

The Offeror shall explain its organization's ownership structure, listing all separate legal entities; identifying all major shareholders/owners (10% or greater ownership); describing how long the current ownership structure has been in place; and noting any changes in ownership structure that have occurred within the last two years. To the extent that such disclosure is not prohibited, please also note any changes in ownership structure anticipated to occur within the next two years.

4.4.7 Samples of Past Work of Similar Scope

The Offeror shall provide at samples of work to demonstrate an understanding of the Scope of Work. Requested samples, per category, including such items as (examples):

- **Category 1:** Sample status report demonstrating how the agency provides regular status updates to clients (provide hard copies according to the proposal requirements for the evaluation committee)
- **Category 2:** Advertising creative samples including television, radio, print and/or online advertising (the Offeror may include DC/DVD samples and/or hard copy samples of work; if hard copies are submitted, please adhere to the proposal guidelines for the evaluation committee)
- **Category 4:** Digital Advertising, SMS campaign (CD/DVD samples are acceptable)
- **Category 5:** Social media policy, platforms and content strategy (these samples may be mixed and include both hard copy and CD/DVD samples; printed policies and content documents should adhere to proposal guidelines regarding quantities)
- **Category 6:** Community and corporate outreach strategy (hard copy strategy documents in adherence to proposal guidelines)
- **Category 7:** Collateral materials (hard copy, original samples ONLY)

4.4.8 Staffing Plan, Personnel Qualification and Professional Experience

A. The Offeror shall provide a staffing plan that describes how the Offeror intends to staff this Contract to meet the MHBE's needs. Provide an organizational chart showing the management structure of the firm with a description of the qualifications, credentials and the location of upper management, regional management and support staff, as well as those actually assigned and dedicated to manage this account. The following information is to be included (**Maximum Two Pages**)

- Names, titles and roles of key personnel
- Area of expertise
- Geographic location
- Brief description of qualification and credentials

B. Key Personnel Resumes: Provide resumes of Account Management/Executive level personnel who will provide the services under this Contract. The resumes should clearly demonstrate that the person possesses the experience and knowledge required to execute the tasks and develop the deliverables specified in the Statement of Work. Each resume should contain the individual's academic and professional achievements, as well as participation and affiliation with any professional organizations (**Maximum Two Pages Each**)

4.4.9 Subcontractors

Offerors shall identify all subcontractors, if any, and the role these subcontractors will have in the performance of the Contract. Please note MBE requirements in Section 1 and Attachment

Offerors must provide the following for all proposed subcontractors included in the proposal: (**Maximum Two Pages Per Subcontractor, excluding the resume page count—see below**)

Provide a summary of all subcontractors that the Offeror has partnered with for this Contract.

- Include the following information on each proposed subcontractor:
- Name and address of the subcontractor and the name, telephone number and e-mail address of the subcontractor's main contact person;
- Complete description of the tasks or projects the subcontractor will perform, or assist in performing, and how the subcontractor will be a benefit and value for the task or project;

- Describe the subcontractor's background and experience, and include resumes of the subcontractor's key staff assigned to the project. Subcontractor's resumes will not be counted towards the maximum number of five (5) pages for this section. Instead, the subcontractor's resumes will be included as Attachments to the Offeror's response to this section. **There is a maximum of two (2) pages for each subcontractor's resume;**
- Estimated cost of each subcontractor for the proposed tasks or projects, based on actual price quotes or negotiations with the proposed subcontractor;
- Provide a letter of commitment from each subcontractor specifying the scope of services outlines in the proposal and duration of the commitment

4.4.10 Problem Escalation

In response to RFP Section 3.5, the Offeror must provide a draft procedure that includes, at a minimum, titles of individuals to be contacted by the Contract Manager should problems arise under the Contract and explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures must be submitted as indicated in Section 3.5. **(Maximum page length of two pages)**

4.4.11 Economic Benefit Factors

Offerors shall submit with their proposals narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered.

Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the contract term.

As applicable, for the full duration of the contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the procurement officer, or other designated MHBE personnel, reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this Contract:

1. Generic statements that the State will benefit from the Offeror's superior performance under the contract;
2. Descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this Contract; or
3. Tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under this Contract.

Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded this Contract.

Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

- The contract dollars to be recycled into Maryland’s economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners.
- The number and types of jobs for Maryland residents resulting from the Contract.
 - Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Contractor has committed, including contractual commitments at both prime and, if applicable, subcontract levels.
- Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.
- Subcontract dollars committed to Maryland small businesses and MBEs.
- Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus. **(Maximum page length of two pages)**

4.4.12 Legal Action Summary

This summary shall include:

- a. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- b. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- c. A description of any judgments against the Offeror within the past five (5) years, including the case name, court case docket number, and what the final ruling or determination was from the court; and
- d. In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court. **(Maximum page length of two pages)**

4.4.13 Terminated Contracts

The Offeror must provide a list of any contracts with any entity, public or private, that have been terminated, for convenience or cause, within the past five years. Terminated contracts for convenience include contracts with renewal options when an available option was not exercised by the contracting entity (customer). For any such instance, identify:

- The contracting entity,
- The nature of the contract,
- The value of the contract,
- The intended original term of the contract,
- At what stage of the contract it was terminated, and
- The reason for the termination

Include a contact person at the contracting entity that can be contacted for verification of the provided information, or for additional information. The contact person information should include the name and title of the contact, along with a phone number and email address. **(Maximum page length of one page)**

4.4.14 Financial Capability and Insurance

The Offeror must provide:

- A. Evidence that the Offeror has the financial capacity to provide the service via profit and loss statements and balance sheets for the last two years.
- B. A copy of the Offeror's current certificates of insurance which, at a minimum, should contain the following:
- Carrier (name and address)
 - Type of insurance
 - Amount of coverage
 - Period covered by insurance
 - Exclusions (**Maximum page length of one page**)

4.4.15 Additional Required Technical Submissions

(with original of Technical Proposal only)

- Completed Bid/Proposal Affidavit (Attachment B)
- Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1)
- Completed Living Wage Affidavit of Agreement (Attachment I)
- Federal-funding Affidavits (Attachment J)

(Attachments as required)

4.5 Volume II – Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an original unbound copy, four (4) bound copies, and two (2) electronic copies (in MS Word format and one PDF) in a separate envelope labeled as described in Section 4.2, of the Financial Proposal.

The Financial Proposal must contain all cost information in the format specified in Attachment E.

Note: Information which is claimed to be confidential is to be clearly identified in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included.

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SECTION 5 – EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Committee

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

5.2 Technical Criteria

Evaluation of proposals will be based on the criteria set forth below. The Contract resulting from this RFP will be awarded to the Offeror that is most advantageous to the MHBE considering price and the technical factors set forth herein. In making this determination, technical factors will receive greater weight than price factors.

The following are the technical criteria for evaluating the technical proposal in descending order of importance:

- A. **Personnel:** The qualifications, length and relevance of the experience of the Offeror's (and subcontractors') personnel. Relevance will be determined by the alignment of experience with the associated Scope of Work/deliverables of team members.
- B. **Experience of Firm:** The Offeror's documented experience in successfully completing contracts of similar size and scope in relation to the work required by this RFP.
- C. **Comprehensiveness of Proposed Plans:** Soundness of the proposed communications and marketing strategies in meeting the requirements of the Scope of Work. Soundness will be determined by the Offeror's ability to articulate strategic recommendations, tactics and creativity and how the proposed recommendations will reduce the number of uninsured individuals in Maryland, increase enrollment of small businesses and individuals through Maryland Health Connection and improve health and financial literacy.
- D. **Creativity:** Based on samples of the Offeror's work with relevance to the Scope of Work
- E. **Innovative Budget Allocation:** The Offeror's ability to maximally leverage available state dollars as demonstrated in the mock budget exercise and

5.3 Financial Criteria

All qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on their overall total price proposed submitted per the directions in **Attachment E**.

5.4 Reciprocal Preference

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 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.

5.5 Selection Procedures

5.5.1 General Selection Process

Contracts will be awarded in accordance with the competitive sealed proposals process under the PP&P. The competitive sealed proposals method allows for discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or an Offeror's proposal to be not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, an Offeror's Financial Proposal will be returned unopened.

5.5.2 Selection Process Sequence

- The first step in the process will be an evaluation for technical merit. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the MHBE requirements and the Offeror's ability to perform and to facilitate arrival at a Contract that is most advantageous to the MHBE. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals. MHBE may request all, none, or some of the qualified Offerors make oral presentations. The Procurement Officer will contact Offerors deemed reasonably susceptible of award when the schedule is set by the MHBE and the schedule will be posted to eMarylandmarketplace and the MHBE website. **The MHBE is requesting that Offerors be prepared to make oral presentations during the week of July 20, 2015.**
- Offerors shall confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- The Financial Proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the Financial Proposals of qualified Offerors, the Procurement Officer may again conduct discussions to further evaluate the Offeror's entire proposal.
- When in the best interest of the MHBE, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs). However, the MHBE may make an award without issuing a request for BAFOs.

5.6 Award Determination

Upon completion of all discussions and negotiations, reference checks, and other record communications, and pursuant to the PP&P §IIB and §III, the Procurement Officer will recommend award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the MHBE considering technical evaluation factors and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors will have greater weight than price factors.

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RFP ATTACHMENTS

ATTACHMENT A – Contract

The State's Contract. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, it shall be completed, signed and returned by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed Contract award.

ATTACHMENT B – Bid/Proposal Affidavit

This Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT C – Contract Affidavit

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT D – Minority Business Enterprise Forms

MBE Forms and Instructions. The Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1 shall be completed and submitted with the Offeror's technical proposal. The Outreach Efforts Compliance Statement (Attachment D-2) and Subcontractor Project Participation Statement (Attachment D-3) shall be submitted as described in the attachment.

ATTACHMENT E – Financial Proposal Instructions and Form

The Financial Proposal Form shall be completed and submitted as the Financial Proposal.

ATTACHMENT F – Electronic Funds Transfer (EFT) Registration Request Form

ATTACHMENT G – Pre-Proposal Conference Response Form

It is requested that this form be completed and submitted as described in RFP Section 1.2 by those potential Offerors who plan on attending the conference.

ATTACHMENT H – Living Wage Requirements for Service Contracts

This attachment explains the main features of the Living Wage legislation and the requirements that Contractors must meet.

ATTACHMENT I – Living Wage Affidavit of Agreement

This form shall be completed and submitted with the Offeror's Technical Proposal.

ATTACHMENT J – Federal-funded Program Conditions and Forms

These forms are for informational purposes regarding federally-funded contracts, and are to be completed at time of Contract award.

ATTACHMENT K – Conflict of Interest Affidavit

This document must be completed and submitted with the Technical Proposal.

ATTACHMENT X- MOCK BUDGET PROPOSAL

ATTACHMENT Y- LABOR CATEGORY DESCRIPTIONS

ATTACHMENT Z – NON-EXCHANGE ENTITY AGREEMENT

ATTACHMENT A – CONTRACT

THIS CONTRACT is made this _____ day of _____, 2015 by and between _____ and the State of Maryland, acting through the MARYLAND HEALTH BENEFIT EXCHANGE (the “MHBE”).

IN CONSIDERATION of the promises and the covenants contained herein, the adequacy and sufficiency of which is duly acknowledged by the parties, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

1.1 “Contract” means this Contract for Full Service Communications and Marketing Services to Support Maryland’s State-Based Health Insurance Exchange.

1.2 “Contractor” means _____, a _____ whose principal business address is _____.

1.3 “Contract Manager” means the individual identified in section 1.7 of the RFP or a successor designated by the MHBE.

1.4 “Financial Proposal” means the Contractor’s Financial Proposal dated __, as supplemented and revised by the best and final offer dated _____.

1.5 “PP&P” means the Procurement Policies and Procedures of the MHBE.

1.6 “Procurement Officer” means the individual identified in section 1.6 of the RFP or a successor designated by the Department.

1.7 “RFP” means the Request for Proposals titled Full Service Communications and Marketing Services to Support Maryland’s State-Based Health Insurance Exchange No. _____, dated _____.

1.8 “State” means the State of Maryland and includes the MHBE.

1.9 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____ as supplemented and revised by the Contractor’s _____.

2. Scope of Work

2.1 The Contractor shall provide Full Service Communications and Marketing Services as defined in Section 3 of the RFP. These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference:

Exhibit A – The RFP

Exhibit B – The Technical Proposal

Exhibit C – The Financial Proposal

Exhibit D – Contract Affidavit, executed by the Contractor and dated _____

- 2.2 If there are any inconsistencies between this Contract and Exhibits A, B, C, and D, the terms of this Contract shall control. If there is any conflict among the Exhibits, Exhibit A shall control.
- 2.3 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the RFP. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of this Contract. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.4 Modifications to this Contract may be made, provided that: (a) the modifications are made in writing; (b) all parties sign the modifications; and (c) the required approvals, as set forth in the PP&P, are obtained.

3. Period for Performance.

3.1 The Contract resulting from this RFP shall be for a period of ten months, beginning on or about September 1, 2015, and ending January 31, 2016.

3.2 MHBE, at its sole option, has the unilateral right to extend the term of the Contract for two additional successive one-year terms at the prices quoted in the Financial Proposal for Option Years.

3.3 Audit, confidentiality, document retention and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

4. Consideration and Payment

In consideration of the satisfactory performance of the work set forth in this Contract, the MHBE shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal Unless properly modified, payment to the Contractor pursuant to this Contract, including the base term and any option exercised by the State, shall not exceed \$ 2,400,000 for FY 2016, \$2,400,000 for FY 2017, and \$2,400,000 for FY 2018, or \$7,200,000 in total value over the contract term and two options.

Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the above specified amount for each fiscal year. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult with the State and work in good faith to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete State-defined critical work in progress prior to the date the stated amount will be reached; and (b) when applicable secure databases, systems, platforms, and/or applications on which the Contractor is working so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.

- 4.2 Payments to the Contractor shall be made no later than thirty (30) days after MHBE's receipt of a proper invoice for services provided by the Contractor, acceptance by MHBE of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification or Social Security Number for a Contractor who is an individual which is (Contractor's FEIN or SSN). Charges for late payment of invoices are prohibited. Invoices shall be submitted to the Contract Monitor. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.
- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by MHBE is not evidence that services were rendered as required under this Contract.
- 4.4 Contractor's eMarylandMarketplace vendor ID number is (Contractor's eMM number).

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, software, graphics, mechanical, artwork, computations and data prepared by the Contractor for purposes of this Contract shall become the sole property of the State, shall be available to the State at any time and may be distributed, reproduced, or otherwise used in the sole discretion of the State without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, the works created and services performed under this Contract 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 the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the MHBE, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, including, without limitation, HIPAA, the HI-TECH ACT, and the Affordable Care Act and the implementation of regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential

information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law any time to modify, remove, obliterate, or ignore such warnings. This Section 6 shall survive expiration or termination of this Contract.

7. Exclusive Use; Prior Approval of Publication

- 7.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express prior written approval of the State.
- 7.2 The Contractor shall obtain written approval of the Contract Monitor before issuing press releases or other public comment regarding the work that is being or will be performed under this Contract, including the release of information, examples of work or previews of proposed work relating to the MHBE marketing campaign. In connection therewith, the Contractor will provide the MHBE reasonable opportunity to review any such public comment or press release prior to Contractor's anticipated date of release.

8. Patents, Copyrights, Intellectual Property

- 8.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 8.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a court finally awards, provided the State (i) promptly notifies the Contractor in writing of the claim; and(ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 8.3 below.
- 8.3 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 and expense: 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.
- 8.4 Intangible Property. This Contract is in support of Maryland's implementation of the Patient Protection and Affordable Care Act of 2010, and is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. This Contract is subject to, and incorporates by reference, 45 CFR 74.36 and 45 CFR 92.34 governing rights to intangible property. Intangible property includes but is not limited to: computer software; patents, inventions, formulae, processes, designs, patterns, trade secrets, or know-how; copyrights and literary, musical or artistic compositions; trademarks, trade names, or brand names; franchises, licenses, or contracts; methods, programs, systems. Procedures, campaigns, surveys, studies,

forecasts, estimates, customer lists, or technical data; and other similar items. The Contractor must deliver all intangible property, including but not limited to, intellectual property, to the MHBE in a manner that ensures the Centers for Medicare & Medicaid Services, an Agency of the Department of Health and Human Services, obtains a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. Federal purposes include the purpose of administering the MHBE under the Affordable Care Act of 2010. The Contractor is further subject to applicable regulations governing patents and inventions, including those issued by the Department of Commerce at 37 CFR Part 401.

9. Non-Hiring of Employees

No official or employee of the State of Maryland or any unit thereof, as those terms are defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency and term of this Contract and while serving as an official or employee of the State shall become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

10. Disputes

As used herein, a “claim” means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment, or interpretation of contract terms, or other relief, arising under or relating to this Contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to claim for the purpose of this clause.

Within thirty (30) days of when the Contractor knows or should have known of the basis for a claim relating to the Contract, it shall file a written notice of claim on its letterhead to the Procurement Officer. Contemporaneously with, or within sixty (60) days after filing the notice of claim, the Contractor shall submit the written claim to the Procurement Officer. The Procurement Officer shall issue a final, written decision on the claim as expeditiously as possible. Any final decision of the Procurement Officer may award a Contract claim only for those expenses incurred not more than thirty (30) days before the contractor initially filed its notice of claim.

If the final decision of the Procurement Officer grants the claim in part and denies the claim in part, the MHBE shall pay the Contractor the undisputed amount. Payment of the partial claim will not be construed as an admission of liability by the MHBE and does not preclude the MHBE from recovering the amount paid if a subsequent determination modifies the final decision.

Within thirty (30) days of receipt of the final decision of the Procurement Officer, the Contractor may file an appeal to the Executive Director of the MHBE for claims for monetary amounts up to \$75,000, and to the Board of Trustees for either claims for monetary amounts over \$75,000 or for claims involving non-monetary relief. If submitted to the Executive Director, a final decision resolving the appeal will be issued by the Executive Director. If submitted to the Board of Trustees, the Board of Trustees may determine that a hearing would assist in the resolution of any appeal. The Board of Trustees may elect to hold the hearing itself or may refer the matter for a hearing to a panel consisting of two or more members of the Board of Trustees or may refer the matter to a neutral decision maker. A final decision resolving the appeal will be issued by a vote of the Board of Trustees. The Contractor’s timely appeal to the Executive Director or the Board of Trustees shall be a strict condition precedent to the contractor pursuing any legal rights which it alleges or which may exist in any other forum.

Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the procurement officer’s decision.

Nothing in this section shall be construed to limit the MHBE’s right to withhold payments from the Contractor,

assess liquidated damages against the Contractor, direct the Contractor to perform pursuant to the terms of the Contract or any written change order, or to exercise any other rights allowed by Contract or at law.

11. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which the Contractor is working hereunder.

12. Maryland Law

- 12.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 12.2 Maryland Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract. Md. Code Ann., Commercial Law Article, Title 2, Sale of goods, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.
- 12.3 Any and all references to the Maryland Code Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

13. Nondiscrimination 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, sexual orientation, or disability of a qualified person with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying 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.

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

15. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically 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 State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland 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 nonrecurring 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 the Contract for each succeeding

fiscal period beyond the first.

16. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State 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 State's option, become the State's property. The State of Maryland 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 State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

17. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State 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 that 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 21.07.01.12(A)(2).

18. Delays and Extensions of Time

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor 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 and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

19. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

20. 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, as from time to time amended, 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 the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

21. Political Contribution Disclosure

The Contractor shall comply with the provisions of Article 33, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, a county or an incorporated municipality or their agencies, during a calendar year under 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, 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. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

22. Retention of Records.

- 22.1 All of the services performed by the Contractor relating to the subject of this Contract are subject to the review, inspection and approval of the State and, therefore, any and all written and electronic documents and records, including, but not exclusively limited to, any books, papers, notes, files, records, memos, drafts, findings, draft reports, and reports related to such services shall be subject to the inspection and approval of the State. The Contractor shall furnish all documents and additional information requested by the State to the State and grant to the State's duly authorized representative's free access to any documents at all reasonable times, upon five (5) days' notice to the Contractor. At the State's request, the Contractor shall provide the State with certified copies of documents in the possession or control of the Contractor. The documents may be provided in an electronic format that is acceptable to the State.
- 22.2 The Contractor agrees that all documents shall remain the property of the State and all documents retained by the Contractor are retained on behalf of the State. During the document retention period, the Contractor shall maintain all documents in its possession in the office or facility closest to the Exchange's office that is appropriate for the retention of documents. After or during the document retention period or upon completion of the services provided in accordance with this Contract and any regulatory or legal proceeding associated with the services provided, the State may take possession of any original documents retained by the Contractor and the Contractor shall submit such documents to the State in accordance with the State's direction. The Contractor may retain photocopies of the original documents and may retain any original documents the State does not wish to possess. All such materials are to be kept confidential and in a secure location.
- 22.3 The Contractor agrees to maintain all documents as confidential information owned by the State. The Contractor shall only disclose documents to its own employees and appropriate subcontractors, as necessary to perform services under the Contract and to the State unless permitted, in writing, by the State to do otherwise.
- 22.4 The Contractor agrees to take all reasonable steps necessary to safeguard the documents, or other information from loss, destruction, unauthorized disclosure or erasure during the course of the Contract and the document retention period.
- 22.5 The Contractor and sub-contractors shall retain and maintain all records and documents relating to this contract for a period of ten (10) years after final payment by the State hereunder, a longer period which may be set forth in the solicitation, 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.

22.6 The Contractor further agrees and acknowledges that certain federal laws and regulations may be applicable to this Contract. In addition to the requirements below, the Contractor agrees that federal agency 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 ten (10) years after the services are furnished under this contract or such time as may be set forth in any applicable regulations, whichever is longer. Similar access will be allowed to the books, documents and records of any organization related to the Contractor or controlled by the Contractor, including subcontractors.

22.7 This Section 22 shall survive expiration or termination of the Contract.

23. Compliance with Laws.

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 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;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. 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.

24. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

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 of its bid or offer, was inaccurate, incomplete, or not current.

25. Commercial Non-Discrimination

25.1 As a condition of entering into this Contract, the 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, the 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. The 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. The Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract,

disqualification of the 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.

- 25.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by MHBE, in all subcontracts.
- 25.3 As a condition of entering into this Contract, 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 are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

26. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Contract Monitor. Any such subcontract or assignment shall include such language as may be required in various clauses contained within this solicitation and attachments. The Contract shall not be assigned until all approvals, documents and affidavits are completed and properly registered. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

All software licenses and all property of any kind, created or transferred by the Contractor pursuant to this Contract shall be issued in the names of, and held by, the MHBE and the State. The MHBE and the State shall have the right to transfer, assign, or allow the use of, any or all of its rights in any software licenses or property.

27. Indemnification

- 27.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract. This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.
- 27.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 27.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 27.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against

the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the 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 performance under this Contract. This Section 27 shall survive termination of this Contract.

28. Prompt Pay Requirements

- 28.1 If a Contractor withholds payment of an undisputed amount to its subcontractor, the MHBE, at its option and in its sole discretion, may take one or more of the following actions:
- A. Not process further payments to the Contractor until payment to the subcontractor is verified;
 - B. Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
 - C. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - D. Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - E. Take other or further actions as appropriate to resolve the withheld payment.
- 28.2. 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.
- 28.3. An act, failure to act, or decision of a Procurement Officer or a representative of the MHBE, concerning a withheld payment between a Contractor and subcontractor under this provision, may not:
- A. Affect the rights of the contracting parties under any other provision of law;
 - B. Be used as evidence on the merits of a dispute between the MHBE and the Contractor in any other proceeding; or
 - C. Result in liability against or prejudice the rights of the MHBE.
- 28.4 The remedies enumerated above are in addition to those which may be provided by any applicable law or regulations with respect to subcontractors that have contracted pursuant to the MBE program.
- 28.5. To ensure compliance with certified MBE subcontract participation goals, the MHBE may take the following measures:
- A. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
 - B. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and

- iii. Interviewing subcontractors and workers.
- iv. Verification shall include a review of:
 - a. The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
 - b. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
- C. If the MHBE determines that a Contractor is in noncompliance with certified MBE participation goals, then the MHBE will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- D. If the MHBE determines that a Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Exchange requires, then the Exchange may:
 - i. Terminate the contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.
- E. Upon completion of the contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

29. Administrative

- 29.1 **Procurement Officer.** The day-to-day work to be accomplished under this Contract shall be performed under the direction of the Contract Manager and, as appropriate, the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Contract Monitor for determination.
- 29.2 **Notices.** All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the MHBE:

With a copy to:

If to the Contractor:

29.3 As required in paragraph 10 of this Contract, notice of claims or disputes are to be sent to the Procurement Officer identified in Section 1, sub-section 1.6 of this RFP. Such notices shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid.

29.4 Incorporation by Reference

This Contract consists of the entire RFP document Exchange ***** and all parts comprising the RFP, including all Exhibits, Appendices, Attachments, and Addenda, and the successful Offeror's entire final proposal including both the financial and the technical elements dated ***** (technical element) and *****(financial element), which are incorporated into this Contract by reference.

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

30. Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Gov't Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and DHMH Policy 02.06.07.

31. Federal Department of Health and Human Services (DHHS) Exclusion Requirements

The Contractor agrees that it will comply with federal provisions (pursuant to §§ 1128 and 1156 of the Social Security Act and 42 C.F.R. 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by DHHS. By executing this contract, the Contractor affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to exclusion. The Contractor agrees, further, during the term of this contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on this Contract, and to notify the Department immediately of any identification of the Contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the Contractor or any Contractor employee.

32. Miscellaneous

32.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this contract and continue in full force and effect.

32.2 If any term contained in this contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

FOR THE CONTRACTOR

FOR THE MARYLAND HEALTH BENEFIT
EXCHANGE

By:

By: Carolyn T. Quattrocki, Executive Director

Or designee:

Date

Date

Approved for form and legal sufficiency this _____ day of _____,

Assistant Attorney General

APPROVED BY EXCHANGE BOARD OF TRUSTEES:

(Date)

(Item #)

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror 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, sexual identity, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, 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/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror 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/Offeror 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/Offeror 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.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority Proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/Proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/Proposal.

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/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

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 Section 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/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 § 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 subsections (1)—(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/Proposals for a public or private contract;
- (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;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) §7205, Fraud and False Statements, or
 - (e) §7207, Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286, Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) 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 and C and subsections D(1)—(14) 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 Sections 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. SUBCONTRACT 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/Proposal that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/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/Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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.

J. 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.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the Bid or Proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. 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/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: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT C – CONTRACT AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID

Number: _____ Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, 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.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

E. 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/Proposal, 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 who 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's 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 §E(2)(b), above;
 - (h) Notify its employees in the statement required by §E(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 §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(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 §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(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.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 201____, and executed by me for the purpose of obtaining the contract 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: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

Attachment D1
MDOT Certified MBE Utilization and Fair Solicitation Affidavit
(submit with bid or offer)

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I affirm the following:

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):
____ percent African American
____ percent Hispanic American
____ percent Asian American
____ Woman-Owned
Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
- (a) Outreach Efforts Compliance Statement (Attachment D2)
 - (b) Subcontractor Project Participation Certification (Attachment D3)
 - (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the work activity (ies) each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those work activities for which they are MDOT certified.

Prime Contractor	Project Description	Project/Contract Number

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. **MBE PRIMES:** PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

Minority Firm Name FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	MBE Certification Number Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	MBE Certification Number Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	MBE Certification Number Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	MBE Certification Number Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:
Minority Firm Name FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	MBE Certification Number Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:

(Continue on separate page if needed)

odwyerpr.com

SUMMARY

Total African-American MBE Participation: _____ %
Total Asian American MBE Participation: _____ %
Total Hispanic American MBE Participation: _____ %
Total Woman-Owned MBE Participation: _____ %
Total Other Participation: _____ %
Total All MBE Participation: _____ %

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

**Attachment D2
Outreach Efforts Compliance Statement**

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid or offer submitted in response to Solicitation No. _____,
Bidder/Offeror states the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories.
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
4. Select ONE of the following:
 - a. This project does not involve bonding requirements.

OR

- b. Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).
5. Select ONE of the following:
 - a. Bidder/Offeror did/did not attend the pre-bid/proposal conference.
 OR
 - b. No pre-bid/proposal conference was held.

_____ By: _____
Bidder/Offeror Printed Name Signature

Address: _____

MBE ATTACHMENT D-3A
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

Subcontractor Project Participation Certification

Please complete and submit one form for each MDOT certified MBE listed on Attachment A within 10 working days of notification of apparent award.

_____ (prime contractor) has entered into a contract with
 _____ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

By: _____
 Name, Title & Date

By: _____
 Name, Title & Date

This form is to be completed monthly by the prime contractor.

ATTACHMENT D4

Maryland Health Benefit Exchange Minority Business Enterprise Participation

Report #: _____ Reporting Period (Month/Year): _____ Prime Contractor: Report is due to the MBE Officer by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	--

Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	Fax:	E-mail:																																					
MBE Subcontractor Name:		Contact Person:																																					
Phone:	Fax:																																						
Subcontractor Services Provided:																																							
List all payments made to MBE subcontractor named above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%; text-align: center;"><u>Invoice#</u></th> <th style="width: 30%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$		_____	List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%; text-align: center;"><u>Invoice #</u></th> <th style="width: 30%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$		_____
	<u>Invoice#</u>	<u>Amount</u>																																					
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Total Dollars Paid: \$		_____																																					
	<u>Invoice #</u>	<u>Amount</u>																																					
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Total Dollars Unpaid: \$		_____																																					

- If more than one MBE subcontractor is used for this contract, you must use separate D-4A forms for each subcontractor.
- Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment D-4B
- **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Contract Monitor: _____ Contracting Unit and Address: _____ _____

Signature: _____ **Date:** _____
 (Required)

MBE ATTACHMENT D-5

Minority Business Enterprise Participation Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the month following the month the services were performed.	Contract #: _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	---

MBE Subcontractor Name: _____																																
MDOT Certification #: _____																																
Contact Person: _____		E-mail: _____																														
Address: _____																																
City: _____	State: _____	ZIP: _____																														
Phone: _____	Fax: _____																															
Subcontractor Services Provided:																																
List all payments received from Prime Contractor during reporting period indicated above. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$ _____</td> <td></td> </tr> </tbody> </table>			<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$ _____			List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$ _____</td> <td></td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$ _____		
	<u>Invoice Amt</u>	<u>Date</u>																														
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	<u>Invoice Amt</u>	<u>Date</u>																														
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2.																																
3.																																
Total Dollars Unpaid: \$ _____																																
Prime Contractor: _____		Contact Person: _____																														

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Contract Monitor: _____ Contracting Unit and Address: _____ _____ _____ _____

Signature: _____ **Date:** _____
 (Required)

**MARYLAND Health Benefit Exchange Code of
Maryland Regulations (COMAR)
Title 21, State Procurement Regulations**
(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- (1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
 - (2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - (a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - (b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - (3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
 - (4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
 - (5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).
- A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.
- If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.
- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.
- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

**MBE ATTACHMENT D6
MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE**

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm
of _____

Name of Prime Contractor)

located at _____,
(Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise, _____
(Date) (Name of Minority Business)

_____ located at _____,
(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number _____, project
name _____

List below the type of work/ service requested:

Indicate the type of bid sought, _____. The minority business enterprise identified
above is either unavailable for the work /service in relation to project number _____, or is unable to
prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

(Name)

(Title)

(Number)

(Street)

(City)

(State)

(Zip)

(Signature)

(Date)

Note: Certified minority business enterprise must complete Section II on reverse side.

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert.# _____
(Name of MBE Firm)

located at _____
(Number) (Street) (City) (State) (Zip)

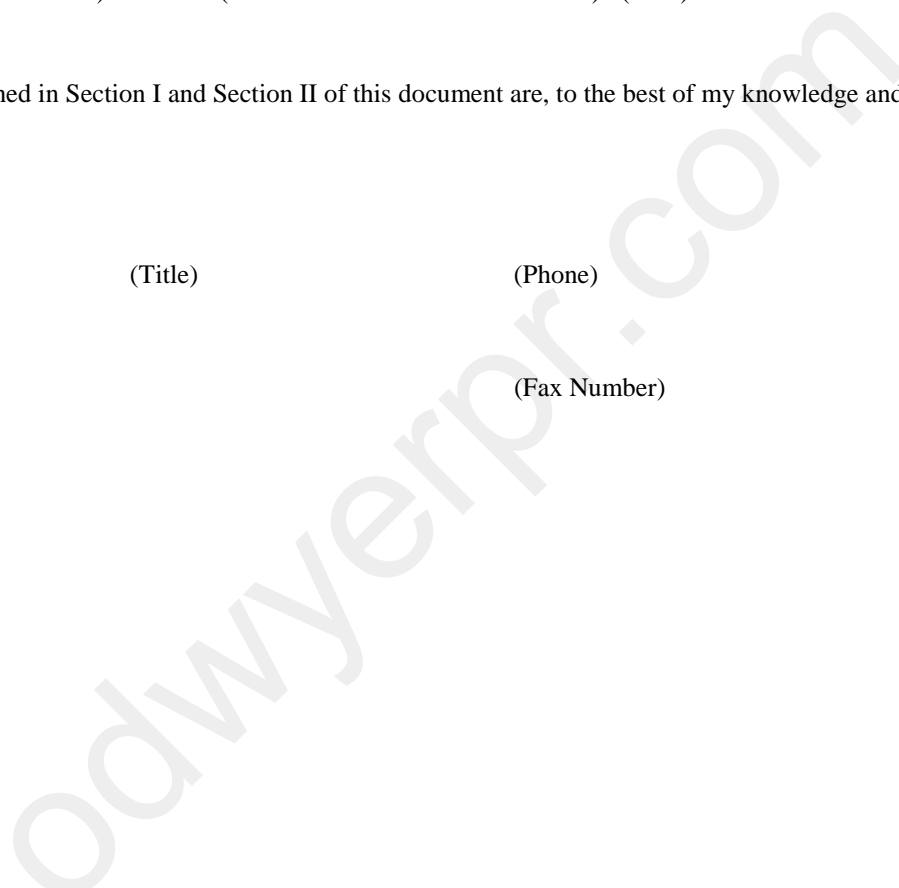
was offered the opportunity to bid on project number _____, ON _____
(Date)

by _____
(Prime Contractor's Name) (Prime Contractor Official's Name) (Title)

The statements contained in Section I and Section II of this document are, to the best of my knowledge and belief, true and accurate.

(Name) (Title) (Phone)

(Signature) (Fax Number)



ATTACHMENT E – FINANCIAL PROPOSAL INSTRUCTIONS

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

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

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
- K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

ATTACHMENT E-1 – FINANCIAL PROPOSAL FORM

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

SCHEDULE 1

Record the fully loaded, all inclusive hourly labor rates chargeable during each contract year for the labor categories delineated and defined in Attachment Y.

MHBE will not reimburse for travel or other expenses.

HOURLY LABOR RATES EACH CONTRACT YEAR			
LABOR CATEGORY	Year 1	Year 2	Year 3
Senior Staff			
Mid-Level Staff			
Junior Staff			
Clerical			
	<i>Multiply by 100 hours per each labor category per year to arrive at Total Labor Rate Comparison—hours for comparison purposes only and not indicative of work</i>		
Total Labor Rate Comparison			

SCHEDULE 2

Category Scope of Work	Tactical Detail	Fixed Costs with Description of Items (Items incidental to labor should not be included)		
		Year 1	Year 2	Year 3
<u>Category 1</u> Communications and Marketing Planning Support	Assist with the development of communications, outreach and education strategies			
	Develop an overall creative approach and theme for the consumer and small business campaigns			
	Recommend and perform market research to support comprehensive recommendations and assistance for all aspects of marketing and planning (incorporate existing marketing research and branding to develop strategies)			
	Provide account management services including evaluation and metrics, oversight and management of integrated team and subcontractors			

<p>Category 2</p> <p>Advertising Creative Services</p>	<p>Creative: Account management, creative conceiving, copywriting, film/video/photography, editing, production of all advertising (TV, radio, online/digital, transit outdoor and out-of-home, etc., per the approved media plan) translation of print, radio and other media for appropriate multicultural outlets, talent fees, studio expenses, location expenses, voiceovers</p> <p>Television: development to include editing of existing content</p>			
	<p>Radio: development to include content, editing and recording; various languages and formats</p> <p>Print media : development to include the design of various formats of print advertisements</p> <p>Out-of-home: development to include the design of transit, billboards, athletic venues/stadiums, retail, rest areas, etc.</p>			
<p>Category 3 Media Planning and Buying</p>	<p>Media planning including research and negotiation</p> <p>Media allocation per recommended strategic approach</p>	<p><i>\$1,000,000</i></p>	<p><i>\$1,000,000</i></p>	<p><i>\$1,000,000</i></p>
<p>Category 4</p> <p>Online Design/ Digital Marketing</p>	<p>Develop and execute a comprehensive search engine marketing (SEM) and search engine optimization strategy (SEO) for www.MarylandHealthConnection.gov</p> <p>Design and produce digital display advertising and promotions for social media sites, mobile, SMS, etc. (text campaigns, push alerts, etc.) and other strategies as recommended</p> <p>Conduct testing and readiness activities in support of launching new digital activities</p> <p>Provide regular measurement and analysis of SEM/SEO campaign</p>			
<p>Category 5</p> <p>Social Media</p>	<p>Refine the integrated social media plan for Maryland Health Connection</p> <p>Recommend platforms suitable for the various target audiences that parallel the integrated marketing campaign</p>			

	Maintain branded social media channels, as approved
	Measure and analyze social media program including but not limited to: share of conversation, adjusted engagement levels and level of influence measures
	Interface with the MHBE on matters pertaining to customer service
Category 6 Outreach and Education	Work with MHBE in developing a corporate outreach strategy to gain support from retail, sports/recreation, trade, corporations, labor and nonprofit organizations, faith community, hospitals, colleges and universities including historically black institutions, and brokers
	Assemble a comprehensive community outreach plan that incorporates events Statewide based on target demographics for the uninsured population
	Update messaging and materials for outreach workers, ambassadors, advocates and partners Statewide that can be accessed through the MHBE/MHC website

<u>Category 7</u>	Design a variety of collateral materials to support outreach and education enrollment efforts. The Offeror will be responsible for all aspects of the development and design of the materials used to market www.MarylandHealthConnection.gov		
Collateral Design * (*Printing is excluded from Scope of Work)	Provide health literary information designed to educate consumers about health plan options through a series of short videos for the marketplace consumer-facing website. The videos should be available in both English and Spanish (native language testing required)		
	Design materials that support marketing outreach to channel partners including insurance producers, plan issuers, third-party administrators		
	Develop outreach materials to support outreach to hard-to-reach population in Maryland		

SCHEDULE 3—TOTAL PROPOSAL PRICE

YEAR 1: Total Labor Rate Comparison (Schedule 1) + Total Fixed Costs (Schedule2)= \$ _____
(TOTAL PROPOSAL PRICE)

YEAR 2: Total Labor Rate Comparison (Schedule 1) + Total Fixed Costs (Schedule2)= \$ _____
(TOTAL PROPOSAL PRICE)

YEAR 3: Total Labor Rate Comparison (Schedule 1) + Total Fixed Costs (Schedule2)= \$ _____
(TOTAL PROPOSAL PRICE)

YEAR 1 Total Proposal Price + Year 2 Total Proposal Price + Year 3 Total Proposal Price= \$ _____
(OVERALL TOTAL PROPOSAL PRICE)

ATTACHMENT F – ELECTRONIC FUNDS TRANSFER REGISTRATION REQUEST

**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

ATTACHMENT G – PRE-PROPOSAL CONFERENCE RESPONSE FORM

Solicitation Number – MDM0031021100

**Full Service Communications and Marketing Services to
Support Maryland’s State-Based Health Insurance Exchange**

A Pre-Proposal Conference will be held Tuesday, June 9, 2015 from 2:00 to 3:30 PM at bwtech@UMBC Research & Technology Park, Seminar Room/First Floor, 1450 South Rolling Road, Halethorpe , Maryland, 21227; Call-in Number: 877-431-1883, Conference Code 3702524147, Leader Code 8275

Please return this form by Monday, June 8, 2015 by 2:00 PM advising us of your intentions to attend. Return via e-mail or fax this form to the Point of Contact: Aaron Jacobs

Maryland Health Benefit Exchange
750 East Pratt Street, 16th Floor
Baltimore, MD 21202
Phone: 410-547-1831
Fax: 410 547-7373
Email: hix.procurement@maryland.gov

Please indicate:

___ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

___ No, we will not be in attendance.

Signature

Title

Name of Firm (please print)

ATTACHMENT H – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). 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.
- 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) Service contracts 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 for services 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 State contract for services, 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 Md. Code Ann., State Finance and Procurement Article, Title 18.
- 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 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 Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. 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.
- H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), 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 Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, 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 Division of Labor and Industry website <http://www.dllr.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.

ATTACHMENT I – LIVING WAGE REQUIREMENTS AFFIDAVIT OF AGREEMENT

(submit with Bid/Proposal)

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 its commitment to comply with Title 18, 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 wage rate in effect at the time service is provided for hours spent 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):

- The 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

- The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- The 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

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT J - FEDERAL FUNDS REQUIREMENTS AND CERTIFICATIONS

A Summary of Certain Federal Fund Requirements and Restrictions [Details of particular laws, which may levy a penalty for noncompliance, are available from the Maryland Health Benefit Exchange.]

1. Form and rule enclosed: 18 U.S.C. 1913 and section 1352 of P.L. 101-121 require that all *prospective* and present subgrantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form "Certification Against Lobbying". It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF-LLL.
2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke, required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
 - A) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of \$500,000 or more in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act of 1996, P.L. 104-156, and the Office of Management and Budget (OMB) Circular A-133. All subgrantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the Exchange, Audit Division, TBD, Baltimore, MD 21229.
 - B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
 - C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- a) The Contractor will not discriminate against any employee or applicant for

employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- c) In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor vendor. The Contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

- D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964, that they must not discriminate in participation by race, color, or national origin.

- E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate in excess of Executive Level 1 per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)
- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.
- H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]
- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Award No.	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change For Material Change Only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: _____		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____		b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i> _____
11. Amount of Payment <i>(check all that apply)</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		13. Type of Payment <i>(check all that apply)</i> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____
12. Form of Payment <i>(check all that apply)</i> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>		
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
12. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such Federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

Signature of Authorized Certifying Individual

ATTACHMENT K – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

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/Proposal is made.

C. The Bidder/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 in detail—attach additional sheets if necessary):

E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/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/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)

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT X- MOCK BUDGET PROPOSAL

Instructions: Please allocate what percentage of the total effort under this contract should be attributed to each Scope of Work Category and tactical detail in the following chart. This allocation should match the narrative description of the Offeror’s implementation strategy and shall be considered in conjunction with that narrative. The Offeror should consider using existing State resources and make any recommendations to maximize impact of the State’s efforts, including allocating larger portions of the budget to certain categories within the scope of work. **In no instance shall any dollar amount or rate be disclosed on this attachment. Price should only be disclosed in the Price Proposal. Any Technical Proposal containing Price Information may be deemed not susceptible for award.**

Category Scope of Work	Tactical Detail	Percent of Work Assigned to Each Labor Category	Subtotal percentage for each Tactic
<u>Category 1</u> Communications and Marketing Planning Support	Assist with the development of communications, outreach and education strategies		
	Develop an overall creative approach and theme for the consumer and small business campaigns		
	Recommend and perform market research to support comprehensive recommendations and assistance for all aspects of marketing and planning (incorporate existing marketing research and branding to develop strategies)		
	Provide account management services including evaluation and metrics, oversight and management of integrated team and subcontractors		
Overall Category 1 Percentage			
<u>Category 2</u> Advertising Creative Services	Creative: Account management, creative conceiving, copywriting, film/video/photography, editing, production of all advertising (TV, radio, online/digital, transit outdoor and out-of-home, etc., per the approved media plan) translation of print, radio and other media for appropriate multicultural outlets, talent fees, studio expenses, location expenses, voiceovers		
	Television: development to include editing of existing content		
	Radio: development to include content, editing and recording; various languages and formats		

	Print media : development to include the design of various formats of print advertisements		
	Out-of-home: development to include the design of transit, billboards, athletic venues/stadiums, retail, rest areas, etc.		
\$			
Category 3 Media Planning and Buying	Media planning including research and negotiation		
	Media allocation per recommended strategic approach	<i>Offeror shall attach a recommended media strategy with budget that specifies the media mix and recommended schedule through January 31, 2016</i>	
\$			
Category 4 Online Design/ Digital Marketing	Develop and execute a comprehensive search engine marketing (SEM) and search engine optimization strategy (SEO) for www.MarylandHealthConnection.gov		
	Design and produce digital display advertising and promotions for social media sites, mobile, SMS, etc. (text campaigns, push alerts, etc.) and other strategies as recommended		
	Conduct testing and readiness activities in support of launching new digital activities		
	Provide regular measurement and analysis of SEM/SEO campaign		
\$			
Category 5 Social Media	Refine the integrated social media plan for Maryland Health Connection		
	Recommend platforms suitable for the various target audiences that parallel the integrated marketing campaign		
	Maintain branded social media channels, as approved		
	Measure and analyze social media program including but not limited to: share of conversation, adjusted engagement levels and level of influence measures		

	Interface with the MHBE on matters pertaining to customer service		
\$			
Category 6 Outreach and Education	Work with MHBE in developing a corporate outreach strategy to gain support from retail, sports/recreation, trade, corporations, labor and nonprofit organizations, faith community, hospitals, colleges and universities including historically black institutions, and brokers		
	Assemble a comprehensive community outreach plan that incorporates events Statewide based on target demographics for the uninsured population		
	Update messaging and materials for outreach workers, ambassadors, advocates and partners Statewide that can be accessed through the MHBE/MHC website		
\$			
Category 7 Collateral Design * (*Printing is excluded from Scope of Work)	Design a variety of collateral materials to support outreach and education enrollment efforts. The Offeror will be responsible for all aspects of the development and design of the materials used to market www.MarylandHealthConnection.gov		
	Provide health literacy information designed to educate consumers about health plan options through a series of short videos for the marketplace consumer-facing website. The videos should be available in both English and Spanish (native language testing required)		
	Design materials that support marketing outreach to channel partners including insurance producers, plan issuers, third-party administrators		
	Develop outreach materials to support outreach to hard-to-reach population in Maryland		
%			
100%			

ATTACHMENT Y- LABOR CATEGORY DESCRIPTIONS

Senior Staff includes personnel who have at least 10 years experience and routinely supervise other staff members and make decisions about their work. Duties include developing marketing strategies, managing teams of marketing managers and specialists, responsible for meeting marketing objectives. Representative job titles include:

- Vice President
- Executive Vice President
- VP Digital
- Digital Director
- Digital Manager
- Account Director
- Senior Designer

Mid-Level Staff includes 5-10 years experience formulating, developing and executing marketing campaign strategies. Representative job titles include:

- Senior Account Executive
- Account Supervisor
- Associate Designer
- Creative Designers
- Content Director
- Community Outreach Coordinator

Junior Staff includes 1-5 years' experience in work such as copywriting, social media content, community relations, graphic and web development. Representative job titles include:

- Associate Designer
- Assistant Account Executive

Clerical Staff: Work that generally involves day-to-day office tasks such as but not exclusively word processing and typing, entering data into spreadsheets, sorting and filing, photocopying and collating, record keeping, appointment scheduling and minor bookkeeping.

Interns: Occasional use may be permitted with approval of the Contract Monitor.

ATTACHMENT Z – NON-EXCHANGE ENTITY AGREEMENT

NON-EXCHANGE ENTITY AGREEMENT

This Non-Exchange Entity Agreement (this “Agreement”) is made by and between the Maryland Health Benefit Exchange, a public corporation and independent unit of the government of the State of Maryland (“MHBE”) and _____ (the “Non-Exchange Entity”), as of the Effective Date defined below. Each of MHBE and the Non-Exchange Entity is a “Party” to this Agreement and shall collectively be known as the “Parties”.

RECITALS

WHEREAS, MHBE is a state-based exchange established pursuant to the Patient Protection and Affordable Care Act of 2010 (Pub. L. 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law No. 111-152) (together with regulations promulgated pursuant thereto, the “ACA”), and particularly pursuant to 45 C.F.R. § 155.110, as well as pursuant to Title 31 of the Insurance Article of the Maryland Code Annotated, and

WHEREAS, the Non-Exchange Entity submitted a proposal in response to that certain Maryland Health Benefit Exchange Request for Proposals: _____ [Name of RFP], Solicitation No. _____ (the “RFP”); and

WHEREAS, the Non-Exchange Entity has been notified of award or awarded a contract (the “Underlying Agreement”) pursuant to the RFP; and

WHEREAS, the execution of this Agreement is required pursuant to the RFP, which is incorporated into the Underlying Agreement and is a part thereof; and

WHEREAS, MHBE and the Non-Exchange Entity enter into this Agreement effective as of the effective date of the Underlying Agreement (the “Effective Date”), pursuant to which the Non-Exchange Entity shall provide services to perform the functions set forth in the Underlying Agreement, as well as in any subsequent Task Orders issued pursuant to the Underlying Agreement; and

WHEREAS, the contractual relationship between MHBE and the Non-Exchange Entity set forth in the Underlying Agreement may involve access to Personally Identifiable Information (“PII”), as that term is defined herein, for purposes authorized under the ACA and, more particularly, under 45 C.F.R. § 155.200; and

WHEREAS, the Non-Exchange Entity’s access to PII submitted to the Exchange shall make the entity a “Non-Exchange Entity”, as that term is defined in 45 C.F.R. § 155.260(b)(1); and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, MHBE and the Non-Exchange Entity each acknowledge and agree that they enter into this Agreement for the purposes, among others as may be detailed herein, of ensuring the confidentiality, privacy and security of data accessed by the Non-Exchange Entity or exchanged between the Parties under this Agreement and compliance with the requirements of the ACA, including 45 C.F.R. § 155.260(b)(2) and, regardless of whether otherwise applicable to the Non-Exchange Entity, 45 C.F.R. § 155.270(a); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements, Trading Partner Agreements or Non-Exchange Entity Agreements the Non-Exchange Entity and MHBE may have entered into prior to the date hereof;

NOW THEREFORE, the premises having been considered with acknowledgement of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

A. **Recitals.** The Recitals are true and correct in all respects, are incorporated into this Agreement and form a part of this Agreement.

B. **Definitions.** For purposes of this Agreement, the Parties agree that the following definitions apply, regardless of whether the identified word is capitalized herein:

1. **“Breach”** shall mean the compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, loss of control, or any similar term or phrase that refers to situations where persons other than authorized users or for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic.

2. **“Incident”** shall mean the act of violating an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for processing or storage of data; and changes to system hardware, firmware, or software characteristic’s without the owner’s knowledge, instruction or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction. While certain adverse events (e.g., floods, fires, electrical outages, excessive heat, etc.) can cause system crashes, they are not considered incidents. An incident becomes a breach when there is the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic.

3. **“Personally Identifiable Information”** or **“PII”** shall mean personally identifiable information as defined by OMB Memorandum M-07-16 (May 22, 2007) (“PII refers to information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.”).

4. **“Unsecured PII”** shall include, but not be limited to, electronic PII that is not encrypted by use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key.

C. **Permitted Uses and Disclosure of PII by the Non-Exchange Entity.**

1. Non-Exchange Entity may only use or disclose PII as necessary to perform the services set forth in the Underlying Agreement or as required by law.

2. Non-Exchange Entity agrees to make uses and disclosures and requests for PII consistent with MHBE’s policies and procedures regarding minimum necessary use of PII.

3. Non-Exchange Entity shall not use or disclose PII in a manner that would violate 45 C.F.R. § 155.260 if done by MHBE.

4. Except as otherwise limited in this Agreement, Non-Exchange Entity agrees to disclose PII for the proper management and administration, or legal responsibilities of the Non-Exchange Entity only when (i) such disclosures are required by law, or (ii) Non-Exchange Entity obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Non-Exchange Entity of any instances of which it is aware in which the confidentiality of the information has been breached.

5. Non-Exchange Entity shall not directly or indirectly receive remuneration in exchange for any PII of an individual. For the avoidance of doubt, this provision shall not preclude Non-Exchange Entity from receiving payment for the provision of services set forth in the Underlying Agreement or that are required by law.

6. Non-Exchange Entity shall not use or disclose PII for the purposes of marketing a product or service unless necessary to perform the services set forth in the Underlying Agreement or required by law. For the purposes of this provision, “marketing” shall mean a communication about a product or service that encourages recipients of the communication to purchase or use the product or service.

D. Duties of the Non-Exchange Entity Relative to PII.

1. The Non-Exchange Entity shall not use or disclose PII other than as permitted or required by the Agreement or as required by law.

2. The Non-Exchange Entity shall use appropriate administrative, technical and physical safeguards to protect the privacy of PII including, without limitation, by storing electronic PII in encrypted format.

3. Non-Exchange Entity shall use privacy and security standards at least as protective as MHBE has established and implemented for itself. For example, and without limitation, Non-Exchange Entity shall comply with the standards, implementation specifications, operating rules, and code sets adopted in 45 C.F.R. Parts 160 and 162, regardless of whether otherwise made applicable to Non-Exchange Entity pursuant to 45 C.F.R. § 155.270(a), to provide for the secure exchange of PII and to prevent use or disclosure of PII other than as provided in the Agreement. Further, Non-Exchange Entity shall:

- a. Comply with the Minimum Acceptable Risk Standards for Exchanges (MARS-E) as published in the following suite of documents: (1) Harmonized Security and Privacy Framework – Exchange Reference Architecture Supplement; (2) Minimum Acceptable Risk Standards for Exchanges – Exchange Reference Architecture Supplement; (3) Catalog of Minimum Acceptable Risk Controls for Exchanges – Exchange Reference Architecture Supplement; (4) ACA System Security Plan Procedures; (5) ACA System Security Plan Template; (6) ACA System Security Plan Workbook; and (7) IRS ACA Safeguard Procedures Report Template.
- b. Implement administrative, physical and technical safeguards to protect PII accessed pursuant to this Agreement and the Underlying Agreement from loss, theft or inadvertent disclosure.

- c. Safeguard PII at all times, regardless of whether or not the Non-Exchange Entity's employee, contractor, or agent is at his or her regular duty station.
- d. Ensure that laptops and other electronic devices/media containing PII are encrypted and/or password protected.
- e. Send emails containing PII only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- f. Limit disclosure of the information and details relating to a PII loss only to those with a need to know.
- g. Restrict access to PII only to those authorized employees, contractors, and agents who need such data to perform their official duties in connection with purposes identified in this Agreement and the Underlying Agreement; such restrictions shall include, at a minimum, role-based access that limits access to those individuals who need it to perform their official duties in connection with the uses of data authorized in this Agreement and the Underlying Agreement ("authorized users"). Further, the Non-Exchange Entity shall advise all users who will have access to the data provided under this Agreement and the Underlying Agreement of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable State and federal laws.

4. Non-Exchange Entity shall monitor, periodically assess, and update its security controls and related system risks, to ensure the continued effectiveness of those controls.

5. Non-Exchange Entity shall inform MHBE of any change in its administrative, technical or operational environments to the extent any are material in the Underlying Agreement.

6. Non-Exchange Entity shall require any agents or downstream entities to which access to PII is granted in connection with the Underlying Agreement to adhere to the same privacy and security standards and obligations to which Non-Exchange Entity hereby agrees.

7. Non-Exchange Entity shall report to MHBE any use or disclosure of PII not permitted by this Agreement or required by law, including any Breaches of PII of which it becomes aware. Non-Exchange Entity further agrees to report to MHBE any Incident of which it becomes aware without unreasonable delay, and in no case later than five (5) calendar days after the Incident. Further, Non-Exchange Entity shall report all suspected or confirmed Incidents involving loss or suspected loss of PII to MHBE within *one* (1) hour of discovery.

8. If the use or disclosure amounts to a Breach of Unsecured PII, the Non-Exchange Entity shall ensure its report:

- a. Is made to MHBE without unreasonable delay and in no case later than fifteen (15) calendar days after the Incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For the avoidance of doubt, Non-Exchange Entity must notify MHBE of an incident involving the acquisition, access, use or disclosure of PII in a manner not permitted under 45 C.F.R. § 155.260 or this Agreement within five (5) calendar days after an Incident even if Non-Exchange Entity has

not conclusively determined within that time that the Incident constitutes a Breach as defined by this Agreement;

- b. Includes the names of the individuals whose unsecured PII has been, or is reasonably believed to have been, the subject of a Breach;
- c. Is in substantially the same form as **EXHIBIT 1** attached hereto; and
- d. Includes a draft letter for MHBE to review and approve prior to Non-Exchange Entity's notification of the affected individuals that their unsecured PII has been, or is reasonably believed to have been, the subject of a Breach. The notification must include, to the extent possible:
 - i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - ii) The types of Unsecured PII that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or other types of information that were involved);
 - iii) Any steps the affected individuals should take to protect themselves from potential harm resulting from the Breach;
 - iv) The toll-free telephone numbers and addresses for the major consumer reporting agencies;
 - v) The toll-free telephone numbers, addresses and web site addresses for (1) the Federal Trade Commission; and (2) the Maryland Office of the Attorney General;
 - vi) A brief description of what MHBE and the Non-Exchange Entity are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
 - vii) Contact procedures for the affected individuals to ask questions or learn additional information, which shall include a telephone number, toll-free telephone number if one is maintained and postal address and may include an email address and web-site address.

9. To the extent permitted by the Underlying Agreement, Non-Exchange Entity may use agents and subcontractors. The Non-Exchange Entity shall ensure that any subcontractors or agents that create, receive, maintain, or transmit PII on behalf of Non-Exchange Entity agree to the same restrictions, conditions and requirements that apply to Non-Exchange Entity with respect to such information.

10. Non-Exchange Entity agrees to maintain and make available the information required to prove an accounting of disclosures of PII to MHBE or, as directed by MHBE, to an individual.

11. Non-Exchange Entity agrees to make its internal practices, books, and records, including PII, available to MHBE and/or the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the ACA's privacy and security regulations as well as with the standards MHBE has established pursuant to 45 C.F.R. § 155.260, as set forth in 45 C.F.R. § 155.280(a).

12. Non-Exchange Entity agrees to mitigate, to the extent practicable, any harmful effect known to Non-Exchange Entity of a use or disclosure of PII by Non-Exchange Entity in violation of the requirements of this Agreement.

E. Term and Termination.

1. Term. The Term of this Agreement shall be effective as of the Effective Date defined above and shall terminate when all of the PII provided by MHBE to the Non-Exchange Entity, or the PII created or received by Non-Exchange Entity on behalf of MHBE, is destroyed or returned to MHBE, in accordance with the termination provisions in this Section E, or on the date MHBE terminates for cause as authorized in paragraph (2) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PII provided by MHBE to Non-Exchange Entity, or the PII created or received by Non-Exchange Entity on behalf of MHBE, Non-Exchange Entity's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with MHBE.

2. Termination. Upon MHBE's knowledge of a material breach of this Agreement by Non-Exchange Entity, MHBE:

- a. Shall provide an opportunity for Non-Exchange Entity to cure the breach or end the violation and, if Non-Exchange Entity does not cure the breach or end the violation within the time specified by MHBE, may terminate this Agreement; or
- b. May immediately terminate this Agreement if Non-Exchange Entity has breached a material term of this Agreement and MHBE determines or reasonably believes that cure is not possible.

3. Effect of Termination.

a. Upon termination of this Agreement, for any reason, Non-Exchange Entity shall return or, if agreed to by MHBE, destroy all PII received from MHBE, or created, maintained, or received by Non-Exchange Entity on behalf of MHBE, which the Non-Exchange Entity maintains in any form. Non-Exchange Entity shall retain no copies of the PII. This provision shall apply to PII that is in the possession of subcontractors or agents of Non-Exchange Entity.

b. Should Non-Exchange Entity make an intentional or grossly negligent Breach of PII in violation of this Agreement or applicable law, MHBE shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

4. Survival. The obligations of Non-Exchange Entity under this Section shall survive the termination of this Agreement.

F. Consideration. Non-Exchange Entity recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by MHBE in choosing to continue or commence a business relationship with Non-Exchange Entity.

G. Remedies in the Event of Breach. Non-Exchange Entity hereby recognizes that irreparable harm will result to MHBE, and to the business of MHBE, in the event of breach by Non-Exchange Entity of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any

of the covenants and assurances contained in Sections C or D above, MHBE shall be entitled to enjoin and restrain Non-Exchange Entity from any continued violation of Sections C or D. Furthermore, in the event of breach of Sections C or D by Non-Exchange Entity, MHBE is entitled to reimbursement and indemnification from Non-Exchange Entity for MHBE's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Non-Exchange Entity's breach. The remedies contained in this Section G shall be in addition to, not in lieu of, any action for damages and/or any other remedy MHBE may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to MHBE at law or in equity.

H. Modification; Amendment. This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for MHBE to comply with the requirements of the ACA and, were it to become or imminently be applicable, the Health Insurance Portability and Accountability Act of 1996, as amended, together with all regulations promulgated thereto, and any other applicable law.

I. Interpretation of this Agreement in Relation to Other Agreements Between the Parties. Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

J. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, including, without limitation, Title 12 of the State Government Article of the Annotated Code of Maryland, but without regard to its choice of law provisions. This Agreement is not intended to modify the Parties' respective obligations to comply with all applicable federal, state and local laws, rules, and regulations, including but in no way limited to any and all laws, rules, and regulations related to privacy protection and confidentiality.

K. Miscellaneous.

1. **Ambiguity.** Any ambiguity in this Agreement shall be resolved to permit MHBE to comply with the ACA and its provisions with respect to the privacy and security of personally identifiable information.

2. **Regulatory References.** A reference in this Agreement to a section in the ACA, including any regulations promulgated thereto, means the section as in effect or as amended.

3. **Notice to MHBE.** Any notice required under this Agreement to MHBE shall be made in writing to:

Caterina Pañgilinan
Chief Compliance Officer
Maryland Health Benefit Exchange
750 E. Pratt Street, 16th Floor

Baltimore, MD 21202
Phone: (410) 547-1838
Email: caterina.pangilinan@maryland.gov

With a copy to:
Sarah W. Rice, Counsel
Office of the Attorney General
Maryland Health Benefit Exchange Division
300 West Preston Street, Ste. 302
Baltimore, MD 21201
Phone: (410) 547-1279; (410) 767-8670
Email: sarah.rice@maryland.gov

4. Notice to Non-Exchange Entity. Any notice required under this Agreement to be given Non-Exchange Entity shall be made in writing to:

Address: _____

Attention: _____
Phone: _____
Email: _____

5. Method of Notice. Notices shall be sufficient if made by email and acknowledged within 24 hours by reply email, or delivered by a nationally recognized overnight carrier, such as FedEx, or via U.S. Mail-Certified Delivery, Return Receipt Requested.

6. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.

7. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

8. Terms. All of the terms of this Agreement are contractual and not merely recital and none may be amended or modified except by a writing executed by all parties hereto.

9. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof. For the avoidance of doubt, such null and void prior agreements do not include the Underlying Agreement.

[Signatures next page(s)]

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IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

MHBE:

NON-EXCHANGE ENTITY:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form and legal sufficiency
this ____ day of _____, 2015.

By: _____

Assistant Attorney General
Maryland Health Benefit Exchange

Form Date: 04.21.15

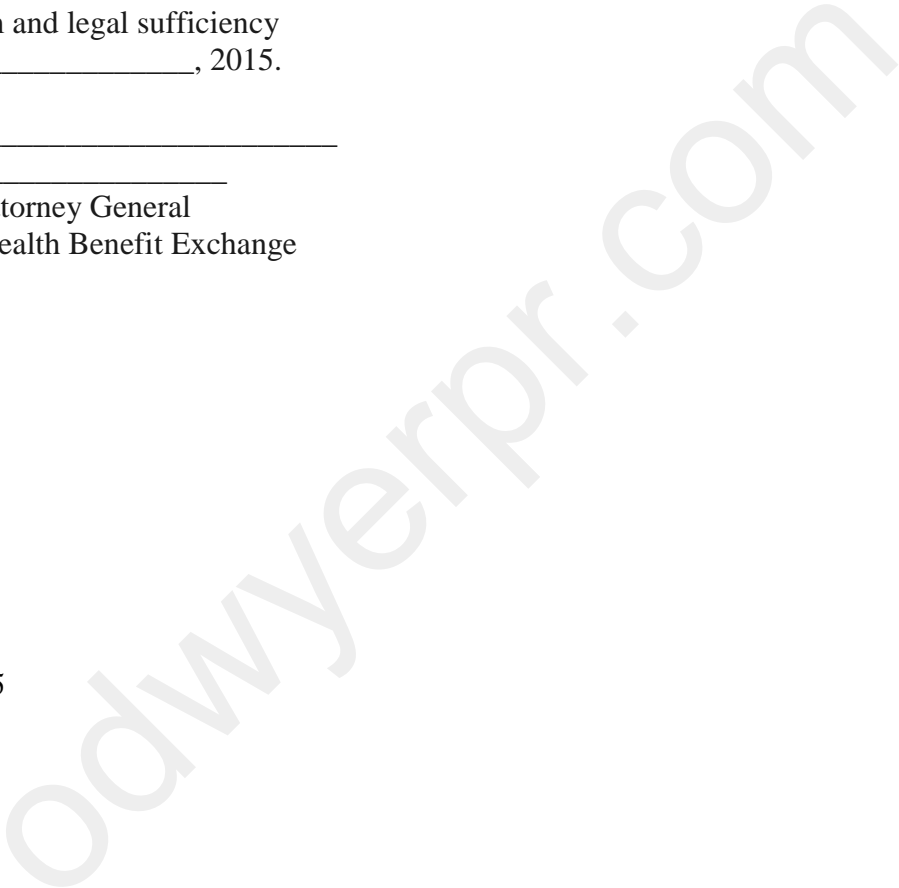


EXHIBIT 1
**EXHIBIT 1 TO NON-EXCHANGE ENTITY AGREEMENT
FORM OF NOTIFICATION TO MHBE OF
BREACH OF UNSECURED PII**

This notification is made pursuant the Non-Exchange Entity Agreement between the MARYLAND HEALTH BENEFIT EXCHANGE, a public corporation and independent unit of State government (“MHBE”) and _____ (the “Non-Exchange Entity”).

Non-Exchange Entity hereby notifies MHBE that there has been a breach of unsecured personally identifiable information (“PII”) that Non-Exchange Entity has used or has had access to under the terms of the Non-Exchange Entity Agreement.

Description of the breach:

Date of the breach: _____ Date of discovery of the breach: _____

Does the breach involve 500 or more individuals? Yes/No

If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach: _____

Names of individuals affected by the breach: (attach list)

List the types of unsecured PII that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number or other number):

Description of what Non-Exchange Entity is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

Form Date: 04.21.15

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