

**MARYLAND HEALTH BENEFIT EXCHANGE**



**REQUEST FOR PROPOSALS**

**FOR**

**FULL SERVICE COMMUNICATIONS AND MARKETING SERVICES TO SUPPORT  
MARYLAND'S STATE-BASED HEALTH INSURANCE EXCHANGE**

**BID NUMBER MDM0031005760**

**RFP Issue date: November 15, 2012**

Prospective Offerors who have received this document from the Maryland Health Benefit Exchange's website or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that addenda to the RFP or other communications can be sent to them.

**Minority Business Enterprises are encouraged to respond to this solicitation**

**STATE OF MARYLAND  
VENDOR COMMENTS**

To help us improve the quality of State solicitations and make our procurement process more responsive and business-friendly, we ask that you take a few minutes to complete this form. Please return your comments with your proposal. If you have chosen not to submit a proposal, please mail this form to the Procurement Officer. Thank you for your assistance.

**Bid/Proposal Number: MDM0031005760**

**Entitled: Maryland Health Benefit Exchange, Full Service Communications and Marketing Campaign**

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

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

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

Remarks:

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OPTIONAL:

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address or e-mail: \_\_\_\_\_

## Key Information Summary Sheet

### MARYLAND HEALTH BENEFIT EXCHANGE

#### Request for Proposals

### COMMUNICATIONS AND MARKETING SERVICES TO SUPPORT MARYLAND'S STATE-BASED HEALTH INSURANCE EXCHANGE

#### BID NUMBER MDM0031005760

**RFP Issue Date:** November 15, 2012

**Procurement Officer:** Leslie Lyles Smith  
Director of Operations  
Maryland Health Benefit Exchange  
4201 Patterson Avenue, 4<sup>th</sup> Floor  
Baltimore, MD 21215  
Phone: 410-358-5615  
Email: hix.procurement@maryland.gov

**Contract Monitor:** Danielle Davis  
Director of Communications & Outreach  
Maryland Health Benefit Exchange  
4201 Patterson Avenue, 4<sup>th</sup> Floor  
Baltimore, MD 21215

**Pre-Proposal Conference:** Tuesday, November 20, 2012  
1:00-2:30 PM  
UMBC Tech Center  
1450 S. Rolling Road  
Baltimore, MD 21227

**Closing Date and Time:** **Wednesday, December 12, 2012**  
**2:00 PM EST**

**Proposals are to be sent to:** Maryland Health Benefit Exchange  
Attention: Leslie Lyles Smith, Procurement Officer  
4201 Patterson Avenue, 4<sup>th</sup> Floor  
Baltimore, MD 21215

**MBE Subcontracting Goal:** 25%

#### **NOTICE:**

Prospective Offerors who have received this document from the Maryland Health Benefit Exchange's website or eMarylandMarketplace, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

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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 campaign is being funded through a grant from the Federal Center for Consumer Information & Insurance Oversight (“CCIIO”) under the Patient Protection and Affordable Care Act (93.525).

### 1.2 Pre-Proposal Conference

A Pre-Proposal Conference will be held on Monday, November 26, 2012 from 11:00 a.m. to 12:30 p.m. at the UMBC Tech Center (1450 S. Rolling Road, Baltimore, MD 21227). Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend 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 to the attention of Leslie Lyles Smith, preferably via [e-mail](#) or facsimile. 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 Wednesday, November 21, 2012 at 3 p.m.** The MHBE will make a reasonable effort to provide such special accommodation.

### 1.3 Proposals 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 December 12, 2012**, 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).

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, **December 12, 2012 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 prior to the pre-proposal conference. As reasonably possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile, or preferably, by e-mail ([hix.procurement@maryland.gov](mailto: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 subsequent to the Pre-Proposal Conference until **Friday, November 30, 2012 at 2:00 PM**, to the Procurement Officer. By Wednesday, December 5, 2012, 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.

#### **1.5 Contract Duration**

The contract term shall be 23 months and is expected to commence on January 15, 2013 and expire on December 31, 2014. 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 for the MHBE for purposes of this RFP prior to the award of any Contract(s) is the Procurement Officer at the address listed below:

Leslie Lyles Smith  
Maryland Health Benefit Exchange  
4201 Patterson Avenue, 4<sup>th</sup> Floor  
Baltimore, MD 21215  
Telephone: 410-358-5616  
Facsimile: 410-318-8532  
e-mail: [hix.procurement@maryland.gov](mailto:hix.procurement@maryland.gov)

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

#### **1.7 Contract Manager**

The Contract Manager is:

Danielle Davis  
Director of Communications and Outreach  
Maryland Health Benefit Exchange  
4201 Patterson Avenue, 4<sup>th</sup> Floor  
Baltimore, MD 21215  
Phone: 410-358-6044

Email: [danielle.davis@maryland.gov](mailto:danielle.davis@maryland.gov)

The MHBE may change the Contract Manager at any time by written notice to the Contractor.

### 1.8 Minority Business Enterprises 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

A Minority Business Enterprise (MBE) subcontractor participation goal of 25% has been established for this procurement. A minimum overall MBE subcontractor participation goal of 25% with subgoals of 7% African-American-owned MBE's and 12% for Women-owned MBE's has been established for the services resulting from this Contract.

Only businesses certified by the State of Maryland as minority owned and controlled can be counted towards achievement of this goal. **MBE requirements are specified in Attachment D of this RFP.**

For any questions about the MBE subcontractor participation goals, proper completion of MBE Affidavits, or the MBE program in general, please contact the Procurement Officer prior to the Proposals Due (closing) date. Questions or concerns regarding the MBE requirements of this solicitation must be raised before the opening of initial technical proposal(s).

The Contractor shall structure its award(s) of subcontracts under the Contract in a good faith effort to achieve the goal in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in Attachment D, "Minority Business Enterprise Participation." Subcontractors used to meet the MBE goal must be identified in the Offeror's proposal and must be certified to perform all work proposed.

Attachment D-1, "Certified MBE Utilization and Fair Solicitation Affidavit," must be properly completed and submitted with each Offeror's proposal. Complete means that every MBE has been identified and the requested information provided. An Offeror that does not commit to meeting the MBE participation goal outlined in this Section must submit a request for a full or partial waiver with its proposal submission based upon its outreach prior to submission of its proposal. **Failure of an Offeror to properly complete, sign, and submit Attachment D-1 at the time of submission of the Technical Response to this RFP will result in the MHBE's rejection of the Offeror's Proposal to the RFP. This failure is not curable.**



A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, 7201 Corporate Center Drive, P.O. Box 548, Hanover, Maryland 21076. The phone number is (410) 865-1269. The directory is also available at <http://www.e-mdot.com/>. Select the MBE Program label. The most current and up-to-date information on MBEs is available via the website.

### **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 December 17, 2012.**

### **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.**

### 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 firm fixed-price contract pursuant to the Scope of Work (Section 3) with the exception of the placement and purchase of paid media through this Contract and any optional task orders issued pursuant to Section 3.7. The creative concepting 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 within the budget and may be procured on a per-project basis. **Funds for this procurement are available through a grant from the Center for Consumer Information and Insurance Oversight (CCIO) under the Affordable Care Act (ACA), and are contingent upon continued federal support.**

### 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 [www.dhmv.maryland.gov/exchange](http://www.dhmv.maryland.gov/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 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 Fee**

eMarylandMarketplace (eMM - <https://emaryland.buyspeed.com/bsol/>) 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.

## **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 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 strongly suggests that Offerors 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; or 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/GAD 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](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

This solicitation contains federal funds through a federal grant: Cooperative Agreement to Support Establishment of State-Operated Health Exchanges (CFDA number 93.525). Accordingly, there are programmatic conditions that apply to this contract, which are contained in Attachment J. Each Offeror shall complete and submit the necessary Affidavits within Attachment J with its Technical proposal. Acceptance of the Contract (Attachment A) indicates the Offeror's intent to comply with all federal conditions, which are part of the Contract.

### **1.34 Substitution of Personnel**

All personnel described in the Offeror's proposal, or identified at the initiation of the Contract as key staff or key personnel, shall perform continuously for the duration of the Contract and for so long as performance is satisfactory to the Contract Monitor.

The Offeror may not substitute key personnel, other than by reason of an individual's death, sudden illness, termination of employment, or other extraordinary circumstances without the prior written approval of the Contract Monitor. To replace any key personnel specified in the Offeror's proposal, the Offeror shall submit to the Contract Monitor: a) a detailed explanation of the reason(s) for the substitution request; b) the resumes of the proposed substitute personnel; c) the official resume of the current personnel for comparison purposes; and d) copies of any required credentials. The Offeror shall make this submission at least two (2) weeks prior to the desired effective date of substitution. All proposed substitute personnel shall be interviewed by the Exchange, shall have qualifications at least equal to those of the replaced personnel, and shall be approved by the Contract Monitor. The Contract Monitor will notify the Offeror in writing of the acceptance, denial, contingent or temporary approval for a specified time limit, of the proposed substitute personnel. The Contract Monitor will not unreasonably withhold approval of a requested key personnel replacement.

The Contract Monitor may direct the Offeror to replace any staff that the Contract Monitor deems as being unqualified, non-productive, unable to fully perform his/her job duties, disruptive, has committed a major infraction of law or State requirements, or for any other good faith basis. Normally, the Contract Monitor shall give written notice of performance issues to the Offeror, clearly describing the problem and delineating remediation requirement(s). The Offeror shall respond with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance of the Contract Monitor. If performance issues persist, the Contract Monitor may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required. If so required, the individual(s) shall be replaced within 15 days of the notice of performance issues.

If deemed appropriate in the sole discretion of the Contract Monitor, the Contract Monitor shall direct that the individual be replaced immediately and without notice or a remediation plan.

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## SECTION 2 – MINIMUM QUALIFICATIONS

### 2.1 Minimum Qualifications

The Procurement Officer will establish an Evaluation and Selection Committee to review and evaluate all proposals that meet the minimum qualifications, including:

- Location of Offeror's place of business, where the main account team servicing this Contract, shall be located within a 100 mile radius of zip code 21201 requiring no more than a two (2) hour driving time in order for the MHBE to conduct routine on-site visits;
- Identification of primary day-to-day contacts for advertising and public relations who each have a minimum of 10 years of experience in their respective fields and will be assigned to this Contract;
- Prior experience developing and designing successful statewide marketing, outreach and education campaigns for health care programs;
- Prior experience developing and designing successful integrated advertising campaigns (print, radio, television, outdoor, online, mobile, etc.) to launch statewide awareness initiatives;
- Prior experience developing and executing successful public relations campaigns in the health care and consumer product categories;
- Demonstrated experience with 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

Beginning in October 2013, the MHBE, in partnership with the Department of Health and Mental Hygiene (Medicaid) and private health insurance carriers in the State, will begin offering a range of health insurance options for individuals and small businesses through [Maryland Health Connection](#)—the new state-based health insurance exchange. In order to reduce the number of uninsured Marylanders and enable individuals and small businesses to access available cost-sharing reductions and federal tax credits, a well-designed and integrated marketing and communications campaign is required to promote new coverage options, raise awareness of affordability programs, and educate consumers about obtaining coverage through the marketplace.

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

- Maryland’s uninsured population: 14% of 5.8 million (approximately 740,000)<sup>1</sup>
  - 33%: are Medicaid eligible (below 138% FPL)
  - 51%: Eligible for Cost-Sharing Reductions with Qualified Health Plans (139-400%)
- Demographic/Segmentation:
  - 19-54 years of age
  - African-American
  - Hispanic
  - Women
  - Single mothers
  - Young, working males
- Small Businesses
  - Up to 50 employees
- 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

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



- Advocacy and Consumer Groups
- Business and Trade Associations
- Navigators/ Assisters/Caseworkers

*\*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:

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

- ***Bring Everyone Along:*** although not everyone in the State is affected by health reform, every opinion matters. 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, on-going research, program metrics and national indicators.

**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 through December 31, 2014. The communications, marketing and outreach campaign span two open enrollment periods for the state-based insurance exchange, including the initial Open Enrollment period (October 1, 2013- March 31,

2014) followed by a second period of enrollment from October 7-December 7, 2014. These additional marketing, advertising and public relations strategies should not only be included in the Technical Proposal, but should also be included in the Financial Proposal. 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 \$2 million through December 2014 which includes the placement of print, broadcast, online 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, 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 develop 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 and requirements necessary to conduct effective marketing, outreach and education activities to diverse target populations;
- Assess reading grade level 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);
  - Earned media (e.g., editorials, Op-Eds, stories, interviews)
  - On-line and technology-based advertising, including use of social media;
  - 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, and hospitals;
  - 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

**CATEGORY 1: MARKETING/COMMUNICATIONS STRATEGY 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

Timing	
Plan Development	Q1 2013
Account Management	Q1 2013- Q4 2014
Creative Planning and Concepting	Q1-Q3 2013
Market research	As needed/to be determined
Evaluation	Quarterly

**CATEGORY 2: ADVERTISING CREATIVE SERVICES**

Develop and execute an advertising campaign targeting 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 where people live, work and enjoy recreational activities. Open enrollment begins October 1, 2013 and lasts for 180 days. During the first Open Enrollment period, projections estimate that 1,000 uninsured Marylanders will need to be enrolled each day.

- Creative: Account management, creative concepting, 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
- 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.

The Offeror should conduct up to six (6) focus groups to inform the development of marketing and communications strategies to reach the identified target populations in the most effective and cost-efficient manner. At a minimum, the focus groups shall be conducted in English and Spanish. Additional languages will be determined by the Contract Monitor. Additionally survey research can be utilized to gauge the public interest in health care options and outreach approaches. The focus group testing process, 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

<b>Timing: Advertising</b>	
Creative Development Begins	Q1 2013
Review/Approval	Q2 2013
Focus Groups	Q2 2013
In Market	Mid-Q3 2013

**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, 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

<b>Timing: Media Planning</b>	
Media Plan completion	February 28, 2013
Media Placement	July 2013-December 2014

#### **CATEGORY 4: PUBLIC RELATIONS**

- Develop and execute a public relations plan that parallels the goals and objectives of the integrated marketing campaign
- Provide expert communications counsel including message development, strategic media relations advice and tactical support
- Identify and pursue news and feature placement opportunities, and pitch stories, to all forms of media including print, broadcast and online outlets
- Develop and disseminate press releases and matte releases in a variety of media outlets including general, ethnic press, trade publications, periodicals, newsletters and national publications
- Plan and execute events to launch, roll out and conclude campaigns as appropriate to promote specific milestones such as Open Enrollment, press conferences, etc.
- Provide media relations support including media interview preparation, speaking points, interview facilitation, background research and coordination with partners as necessary
- Recommend and execute additional strategies to achieve communications goals
- Develop press kit materials and maintain current content throughout term of the Contract, including backgrounders, fact sheets, biographies, frequently asked questions, and other materials required to support media outreach efforts

<b>Timing: Public Relations</b>	
Development of Public Relations Plan	January 31, 2013
Execution of Plan	By 2/1/2013
Measurement of PR	Quarterly
On-going Execution	On-going through 12/31/2014

#### **CATEGORY 5 ONLINE MARKETING/DIGITAL DESIGN**

- Develop and execute a comprehensive search engine marketing (SEM) and search engine optimization strategy (SEO) for [www.MarylandHealthConnection.gov](http://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

<b>Timing: Online Marketing Digital Design</b>	
SEM/SEO Plan	Q1 2013
Execution of SEM/SEO	Q3 2013 (late)
Measurement	Quarterly beginning Q3 2013

### **CATEGORY 6: SOCIAL MEDIA**

- Develop an integrated social media plan for Maryland Health Connection designed to create a dialogue with uninsured individuals and influencers in Maryland about new health insurance options, access points for enrolling in coverage and sharing experiences.
- Recommend platforms suitable for the various target audiences that parallel the integrated marketing campaign;
- Design and maintain branded social media channels, as approved;
- 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;
- Build an asset library to be utilized across all channels that includes photos, videos, widgets, podcasts, interviews, etc. ;
- 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;
- Develop a social media policy that includes roles and responsibilities; copyright, confidentiality and fair use laws; response times and customer service standards

### **CATEGORY 7: 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 MHBE/MHC 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

<b>Timing: Corporate Outreach</b>	
Development of Corporate Outreach Plan	February 15, 2013
Negotiations with Corporate Partners	March 15, 2013
Preparations of Corporate Materials	May 15, 2013
Events, Programs and Partnerships	On-going
<b>Timing: Community/Faith-Based Outreach</b>	
Development of Community Outreach Plan	February 15, 2013
Preparation of Community Outreach Materials	March 15, 2013
Events, Programs and Partnerships	On-going

**CATEGORY 8: 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](http://www.MarylandHealthConnection.gov), such as:
  - Provide health literary information designed to educate consumers about health plan options through a series of :15, :30 and :60 second 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, 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 (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, such as:
  - 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, 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 to the interests of the MHBE.

### **3.4 Invoicing and Payment**

General. The contract resulting from this RFP shall be firm fixed price with respect to the services identified in Section 3.2. Within Category 3, the placement/purchase of paid media on behalf of the MHBE will be at net cost.



- A. All invoices for services shall be signed by the Offeror and submitted to the Contract Monitor no later than the end of the month following the month in which service was provided, and in all events, no later than December 31, 2014. Invoices shall include the following information:
- Contractor name;
  - Remittance address;
  - Federal taxpayer identification;
  - Invoice period;
  - Invoice date;
  - Invoice number;
  - Contract number;
  - Services provided; and
  - Amount due.

Invoices submitted without the required information will not be processed for payment until the Offeror provides the required information.

- B. 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 Offeror does not provide the MHBE with all required deliverables within the time frame specified in the Contract or in the event that the Offeror otherwise materially breaches the terms and conditions of the Contract until such time as the Offeror brings itself into

full compliance with the Contract. Any action on the part of the MHBE, or dispute of action by the Offeror, 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 three (3) years from the date of final payment under the contract.

### **3.5 Problem Escalation Procedure**

- A. The Offeror must provide and maintain a Problem Escalation Procedure for both routine and emergency situations. This Procedure must state how the Offeror 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 Offeror 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 Offeror 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.

### **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 Offeror'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 in section 2.7.
3. Errors and Omissions/Professional Liability as required in section 2.7.
4. Automobile and/or Commercial Truck Insurance as required in section 2.7.
5. Employee Theft Insurance as required in section 2.7.

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 non-renewal, 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.

### **3.7 Optional Task Orders**

In addition to the services specified in this Scope of Work section, the successful Offeror shall provide additional related out-of-scope services that arise during the term of this Contract, as requested by the Contract Monitor.

- a. Task Orders will govern services required by the MHBE apart from those specified above. The Task Order process shall apply only to these activities and not for the requirements of Section 3.1 – 3.6 of this RFP.
- b. The Contract Monitor may initiate a Task Order Request for Proposals (TORFP). A TORFP will define the scope and requirements of the specific task(s) to be performed and identify the time for the successful Offeror to submit a proposed response to the TORFP.
- c. Upon receiving the TORFP, the successful Offeror shall provide a proposal in response to the TORFP's requirements. At a minimum, the proposal shall include a proposed approach to satisfying the TORFP's requirements, proposed schedule for completion or implementation, proposed total price.
- d. Upon receipt of a proposal deemed acceptable by the MHBE in its sole discretion, the Contract Monitor will prepare a Task Order Agreement based on the proposal. The Contractor shall begin work on a Task Order Agreement only upon receipt of a notice to proceed.
- e. Task Order work and invoicing shall be performed by the Contractor in accordance with the terms of the Task Order Agreement.

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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”).

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

Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I – Technical Proposal and Volume II – Financial Proposal. Each sealed package shall bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package.

### 4.4 Volume I – Technical Proposal

#### 4.4.1 Transmittal Letter

A transmittal letter shall accompany the Technical Proposal. The transmittal letter does not need to be bound with 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. See Offeror Responsibilities in Section 1.26.

#### **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 proposal must begin with an Executive Summary which clearly and concisely summarizes the contents of the proposal and the marketing services that are being offered to the MHBE to reduce the number of uninsured in the state of Maryland through 2014. The Offeror shall clearly demonstrate an understanding of the objectives and goals of the MHBE in this RFP and an understanding of the Scope of Work. The Executive Summary must clearly state and demonstrate the minimum qualifications as listed in Section 2 on this RFP and also contain a brief synopsis of overall approach recommended by the agency.

If the Offeror is a joint venture, information relating to each joint venture should be provided in this section. 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 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**

A. 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)**

B. 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 successfully and effectively developing and implementing communications and public relations campaigns (e.g., op-eds, news releases, use of social media, news articles, and public service announcements), including impact and results statements;
- 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;

C. 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)**

#### **4.4.6 Offeror Experience and Past Performance (Maximum Four Pages)**

A. 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).

B. 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): and
- 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.

C. 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; and
- Reason for terminating contract

D. 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
- Category 2: Advertising creative samples shall include television, radio, print and/or online advertising (CD/DVD format or printed)
- Category 4: Press kit samples, press releases, message documents, Op-Ed
- Category 5: Digital advertising, SMS campaign
- Category 6: Social media policy, social media platforms or content strategy
- Category 7: Community or corporate outreach strategy case study
- Category 8: Collateral materials



#### 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 D. 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

#### **4.4.9 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.

#### **4.4.10 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.

#### **4.4.11 Litigations/ Legal Actions**

Describe any litigation and/or government action taken, proposed or pending against your company or any entities of your company during the most recent five years. This information shall include notice whether the Offeror's organization has had its registration and/or certification suspended or revoked in any jurisdiction within the last five years, along with an explanation. In addition, provide a Legal Action Summary. This summary must include:

- A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- A description of any judgments against the Offeror within the past five (5) years, including the case name, number court, and what the final ruling or determination was from the court; and
- 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.

If an Offeror responds to this section with a generic statement such as, "See 10K" or "See SEC filing":

- The referenced document must be included in the Technical Proposal.
- The location within the document where the requested information can be found should be specifically noted.
- The information contained in the indicated section should be responsive to the information requested under this section. A generic statement in the document to the effect that there often are what might be called nuisance

lawsuits filed against the Offeror will only be sufficient if it is a true statement. i.e., the Offeror is asserting that in its opinion no lawsuit filed against it is noteworthy.

#### **4.4.12 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.

#### **4.4.12 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

#### **4.4.14 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)

#### **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) 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 Criteria

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 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

### 5.3 Financial Criteria

All qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on their total price proposed submitted per the directions in Section 3.4 of this RFP.

### 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. The Procurement Officer will contact Qualified Offerors 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 December 17, 2012.**
- 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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## ATTACHMENTS

**ATTACHMENT A** – 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 form shall be completed and submitted with the Offeror’s Technical Proposal.

**ATTACHMENT C** – Contract Affidavit. This Affidavit is not required at proposal submission time. It shall be submitted by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed award.

**ATTACHMENT D** – 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 A – CONTRACT

THIS CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 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, as well as all work requested and awarded pursuant to any optional task orders. 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 (including attachment A-1)

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.

In the event that a Task Order Agreement is entered into by the parties pursuant to Section 3.7 of the RFP, and if there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision: 1) the RFP; 2) the Task Order Agreement; 3) the Technical Proposal; 4) the Financial Proposal; and 5) the State Contract Affidavit, executed by the Contractor and dated \_\_\_\_\_.

- 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.**

The Contract resulting from this RFP shall be for a period of twenty-four months, beginning on or about January 1, 2013, and ending December 31, 2014. At the sole option of the MHBE and upon reasonable advance notice to the Contractor, the contract period may be extended for up to six (6) additional months. If the MHBE elects to issue a Task Order, as described in the solicitation, the Contract shall be extended for the applicable period. The Contractor shall provide services upon receipt of official notification of award.

### **4. Consideration and Payment**

- 4.1 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, the RFP, and the Contractor's Financial Proposal. Except as provided in the RFP, and otherwise with the express written consent of the Procurement Officer, payment to the Contractor, pursuant to this Contract, shall not exceed the total firm fixed price proposed in the Contractor's financial proposal.
- 4.2 Payments to the Contractor pursuant to this Contract shall be made after the State's receipt of a proper invoice from the Contractor for completed services rendered by the Contractor, acceptance by the Exchange of completed services provided by the Contractor as defined by the requirements

within the Contract, and no later than thirty (30) days after the State receives its funding or draw down amounts from the applicable federal agencies or grants. No late charges or interest shall accrue or be paid for any actual or alleged late payments by the State.

For purposes of this Contract, an invoice shall not be considered proper unless the following conditions have been met:

- a. The amount invoiced is consistent with the amount agreed upon by the parties to the Contract;
- b. The goods or services have been received by the State and the quantity received agrees with the quantity ordered;
- c. The goods or services meet the qualitative requirements of the Contract and have been accepted by the State;
- d. The invoice has been received by the party specified in the Contract.
- e. The invoice is not in dispute;
- f. If the Contract provides for progress payments, the proper invoice for the progress payment has been submitted pursuant to the schedule contained in the Contract; and
- g. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have been met.

Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is #####. 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 its obligations in a satisfactory and timely manner in accordance with the terms of the Contract, the Procurement Officer may refuse or limit approval of any invoice for payment for such delayed or deficient services, and may cause payments to the Contractor for such services to be reduced or withheld until such time as the Procurement Officer determines that the Contractor has met the requirements of the Contract with respect to such services.

4.4 Contractor's eMarylandMarketplace Offeror ID number is 1#####.

## **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 exclusive 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 Department, 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 and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

## **6. Confidentiality**

Subject to the Maryland Public Information Act and any other applicable laws, 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.

## **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 may copyright any work that is subject to copyrights and was developed, or for which ownership was purchased, under this Contract. 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 Md. 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 bona 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.

## **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 representatives 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 five (5) 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 five (5) 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.

### **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 indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 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. In the event that a claim, suit or action is made or filed against the State as a result of or relating to the Contractor's performance under this

Contract, the Contractor agrees to assume the defense of any and all such suits and pay the costs and expenses incidental hereto, subject to the right of the State to provide additional legal counsel at the State's own expense. This section shall survive expiration 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 :**

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With a copy to:

**If to the Contractor:**

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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.

**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: Rebecca Pearce, 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, \_\_\_\_\_ (print name), possess the legal authority to make this Affidavit.

### B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the 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 submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

#### B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned bidder 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 or 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 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.



Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

### 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):

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### D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

(5) Been convicted of a violation of §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 or 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; or

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

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#### 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).

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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):

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G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. 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. ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

**ATTACHMENT C – CONTRACT AFFIDAVIT**

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ (print name), possess the legal authority to make this Affidavit.

**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, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

#### E. DRUG AND ALCOHOL FREE WORKPLACE

##### I CERTIFY THAT:

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

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

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

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

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

(d) Not hire or assign to work on the contract anyone 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.

#### 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 \_\_\_\_\_, 20\_\_\_\_, 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 Asian American |
| _____ percent Hispanic 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.



<b>Prime Contractor:</b> (Firm Name, Address, Phone)	<b>Project Description:</b>
<b>Project Number:</b>	

**List Information For Each Certified MBE Subcontractor On This Project**

<b>Minority Firm Name</b>	<b>MBE Certification Number</b>
<b>FEIN</b> 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	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
<b>Minority Firm Name</b>	<b>MBE Certification Number</b>
<b>FEIN</b> 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	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
<b>Minority Firm Name</b>	<b>MBE Certification Number</b>
<b>FEIN</b> 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	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
<b>Minority Firm Name</b>	<b>MBE Certification Number</b>
<b>FEIN</b> 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	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	

Continue on a separate page, if needed.

**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 Affiant

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
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.

\_\_\_\_\_  
Bidder/Offeror Printed Name

By: \_\_\_\_\_  
Signature

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Attachment D3 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**  
**Prime Contractor Paid/Unpaid MBE Invoice Report**

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

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:	Email:	
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
<b>List all payments made to MBE subcontractor named above during this reporting period:</b>		<b>List dates and amounts of any outstanding invoices:</b>	
	<u>Invoice#</u>	<u>Amount</u>	
1.			<u>Invoice #</u>
2.			<u>Amount</u>
3.			1.
4.			2.
			3.
			4.
<b>Total Dollars Paid: \$</b> _____		<b>Total Dollars Unpaid: \$</b> _____	

\*\*If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.

**\*\*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
Department of Health and Mental Hygiene
_____
_____
_____
<a href="mailto:">mailto:</a>

This form must be completed by  
 MBE subcontractor

## ATTACHMENT D5

### Minority Business Enterprise Participation Subcontractor Paid/Unpaid MBE Invoice Report

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

MBE Subcontractor Name: _____																																
MDOT Certification #: _____																																
Contact Person: _____		Email: _____																														
Address: _____																																
City: Baltimore	State: _____	ZIP: _____																														
Phone: _____	FAX: _____																															
<b>Subcontractor Services Provided:</b>																																
<b>List all payments received from Prime Contractor during reporting period indicated above.</b>  <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"><b>Total Dollars Paid: \$</b> _____</td> <td></td> </tr> </tbody> </table>			<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			<b>Total Dollars Paid: \$</b> _____			<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  <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"><b>Total Dollars Unpaid: \$</b> _____</td> <td></td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			<b>Total Dollars Unpaid: \$</b> _____		
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2.																																
3.																																
<b>Total Dollars Unpaid: \$</b> _____																																
Prime Contractor: _____		Contact Person: _____																														

**\*\*Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

_____ Contract Monitor _____ Contracting Unit Department of Health and Mental Hygiene  _____ _____ _____	<a href="mailto:">mailto:</a>
--	-------------------------------

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**

Complete the Financial Proposal Form below according to Section 3.2 Scope of Work. For each task, itemize the fixed fee for personnel, services and other associated with each task specified in the Scope of Work. Please estimate the number of hours for each staff person who will service the account under this Contract, the hourly rate and provide the staff level.

Category Scope of Work	Tactical Detail	List Resources: (a) Identify Staff and Title of Personnel and/or (b) Specify required services	Hourly (Labor) Rate and # of Hours (per staff resource)	Additional Fixed Costs per Tactic (if applicable)	Subtotal per Category
<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				
				<i>Category 1 Subtotal:</i>	\$
<u>Category 2</u> Advertising Creative Services	Creative: Account management, creative concepting, 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				



**Bid Number MDM0031005760**

	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.				
	Up to six (6) focus groups to inform the development of marketing and communications strategies to reach the identified target populations in the most effective and cost-efficient manner. At a minimum, the focus groups shall be conducted in English and Spanish.				
<i>Category 2 Subtotal:</i>					\$
<b>Category 3 Media Planning and Buying</b>	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 December 14, 2014</i>			
<i>Category 3 Subtotal:</i>					\$
<b>Category 4 Public Relations</b>	Develop and execute a public relations plan that parallels the goals and objectives of the integrated marketing campaign				
	Provide expert communications counsel including message development, strategic media relations advice and tactical support				
	Identify and pursue news and feature placement opportunities, and pitch stories, to all forms of media including print, broadcast and online outlets				
	Develop and disseminate press releases and matte releases in a variety of media outlets including general, ethnic press, trade publications, periodicals, newsletters and national publications				
	Plan and execute events to launch, roll out and				



**Bid Number MDM0031005760**

	conclude campaigns as appropriate to promote specific milestones such as Open Enrollment, press conferences, etc.				
	Provide media relations support including media interview preparation, speaking points, interview facilitation, background research and coordination with partners as necessary				
	Recommend and execute additional strategies to achieve communications goals				
	Develop press kit materials and maintain current content throughout term of the Contract, including backgrounders, fact sheets, biographies, frequently asked questions, and other materials required to support media outreach efforts				
				<i>Category 4 Subtotal:</i>	\$
<b>Category 5</b> <b>Online Design/ Digital Marketing</b>	Develop and execute a comprehensive search engine marketing (SEM) and search engine optimization strategy (SEO) for <a href="http://www.MarylandHealthConnection.gov">www.MarylandHealthConnection.gov</a>				
	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				
				<i>Category 5 Subtotal:</i>	\$
<b>Category 6</b> <b>Social Media</b>	Develop an integrated social media plan for Maryland Health Connection				
	Recommend platforms suitable for the various target audiences that parallel the integrated marketing campaign				
	Design and maintain branded social media channels, as approved				
	Develop an engagement strategy that includes a plan for cultivating long-term relationships with				



**Bid Number MDM0031005760**

	customers/subscribers and creates a "culture of care" that represents the brand				
	Build an asset library to be utilized across all channels that includes photos, videos, widgets, podcasts, interviews, etc				
	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				
	Develop a social media policy that includes roles and responsibilities; copyright, confidentiality and fair use laws; response times and customer service standards				
<i>Category 6 Subtotal:</i>					\$
<b>Category 7</b> <b>Outreach and Education</b>	Develop a corporate outreach strategy to gain support from retail, sports/recreation, trade, corporations, labor and nonprofit organizations				
	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")				
	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 MHBE/MHC website				
	Develop presentations, displays and/or materials				



**Bid Number MDM0031005760**

	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				
<i>Category 7 Subtotal:</i>					\$
<b>Category 8</b> <b>Collateral Design *</b> <b>(*printing excluded from Scope of Work)</b>	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 <a href="http://www.MarylandHealthConnection.gov">www.MarylandHealthConnection.gov</a>				
	Provide health literary information designed to educate consumers about health plan options through a series of :15, :30 and :60 second 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				
<i>Category 8 Subtotal:</i>					\$
<b>Total Proposal</b>					\$

**ATTACHMENT F – ELECTRONIC FUNDS TRANSFER (EFT) REGISTRATION  
REQUEST FORM**

State of Maryland  
Comptroller of Maryland

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

**Taxpayer identification number:**

Federal Employer Identification Number:

(or) Social Security Number:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Financial institution information:**

Name and address \_\_\_\_\_

Contact name, phone number (include area code), \_\_\_\_\_  
\_\_\_\_\_

ABA number

Account number

Account type  Checking  Money Market  Savings

**Format Desired:** \_\_\_\_\_ CCD \_\_\_\_\_ CCD+ \_\_\_\_\_ CTX\* (Check one.)

\*Note – There may be a charge to you by your bank with this format.

**A VOIDED CHECK from the bank account shall be attached.**

(OVER)

**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 shall be attached.

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

Instructions: Electronic Funds Transfer instructions are located: <http://compnet.comp.state.md.us/gad>. Questions may be requested by email, [gad@comp.state.md.us](mailto:gad@comp.state.md.us). Or call 1-888-784-0144.

COT/GAD X-10

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ATTACHMENT G – PRE-PROPOSAL CONFERENCE RESPONSE FORM

**Solicitation Number – MDM0031005760**  
Full Service Communications and Marketing Services to Support Maryland’s State-Based Health Insurance Exchange

A Pre-Proposal Conference will be held at **11:00 a.m.**, on **Monday, November 26, 2012**, at the **UMBC Tech Center, 1450 S. Rolling Road, Baltimore, Md. 21227**. Please return this form by **Wednesday, November 21, 2012 by 3:00 p.m.** advising us of your intentions to attend.

Return via e-mail or fax this form to the Point of Contact:

Leslie Lyles Smith  
Procurement Officer  
Maryland Health Benefit Exchange  
Email: leslie.lylessmith@maryland.gov  
Fax #: 410-318-8532  
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. The Contractor must adhere to the Living Wage requirements set forth in the Md. Code Ann., State Finance and Procurement Article, Title 18, and the corresponding regulations of the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services 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 the 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 of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in the Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage set at 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 of Labor and Industry.
- 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 and Finance 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 at <http://www.dlir.state.md.us/labor/> and clicking on Living Wage..

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**ATTACHMENT I – MARYLAND LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract \_\_\_\_\_ No. \_\_\_\_\_  
Tier \_\_\_\_\_

Name \_\_\_\_\_ of \_\_\_\_\_ Contractor

Address \_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

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

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

**If the Contract is a Living Wage Contract**

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with the Md. Code Ann., State Finance and Procurement Article, Title 18 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/are 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**

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## 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: Subrecipients 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 subrecipients) 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 subrecipients 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 subrecipients 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 subrecipients 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, subrecipients 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.

Rev. 3/2008

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), 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 the 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 source or 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 \$1,000 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 agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

GRANT NO: \_\_\_\_\_

STATE: \_\_\_\_\_

U.S. Department of Health and Human Services

Certification Regarding Lobbying

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 Lobby," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients 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.	Organization Entity
Name and Title of Official for Organization Entity	Telephone No. of Signing Official
Signature of Above Official	Date Signed

## DISCLOSURE OF LOBBYING ACTIVITIES

Approved by  
OMB0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(see reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <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	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change  For Material Change Only: Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known: _____
<b>6. Federal Department/Agency:</b>		<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____
<b>8. Federal Action Number, if known:</b>		<b>9. Award Amount, if known:</b>  \$ _____
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): _____		<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): _____
<b>11. Amount of Payment</b> (check all that apply) \$_____ <input type="checkbox"/> actual <input type="checkbox"/> planned		<b>13. Type of Payment</b> (check all that apply) <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: _____
<b>12. Form of Payment</b> (check all that apply) <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<b>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:</b>  (attach Continuation Sheet(s) SF-LLLA, if necessary)		
<b>15. Continuation Sheet(s) SF-LLLA attached:</b> <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		Signature: _____

<p>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.</p>	<p>_____</p> <p>Print <span style="float: right;">Name:</span></p> <p>_____</p> <p>Title:</p> <p>_____</p> <p>_____</p> <p>Telephone No.: _____ Date:</p> <p>_____</p>
	<p><b>Federal Use Only:</b></p>

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

This disclosure form shall be completed by the reporting entity, whether subawardee 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 subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," 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.
10. (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).
11. 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

A PDF version of this form is available on-line at:

odwyerpr.com



**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 21.01.02.01(B)(64) and includes an Offeror, Offeror, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
  
- C. The 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 Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the 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 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 Offeror 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 THE TECHNICAL RESPONSE