**ADPICS NUMBER N00R3400539**



***Maryland’s Human Services Agency***

**STATE OF MARYLAND**

**DEPARTMENT OF HUMAN RESOURCES**

**DIVISION OF BUDGET AND FINANCE**

**COST ALLOCATION AND REVENUE MANAGEMENT**

**311 WEST SARATOGA STREET**

**BALTIMORE, MD 21228**

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**REHABILITATIVE CLAIMS SUBMISSION AND PROVIDER REVIEWS**

**DHR AGENCY CONTROL NUMBER: OBF/GMD 13-001 S**

**IMPORTANT NOTICE: *Prospective Offerors who have received this document electronically via eMaryland Marketplace or the DHR Web Page should immediately contact the Issuing Office and provide their name, mailing address, and e-mail address in order that communications regarding this RFP can be sent to them. Any prospective Offeror who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.***

***In order to receive a Contract award, a vendor must be registered on eMaryland Marketplace (eMM). eMM registration is free of charge. The eMM website is*** [**https://emaryland.buyspeed.com/bso/**](https://emaryland.buyspeed.com/bso/)**.**

**The State of Maryland encourages Minority Business Enterprises to participate in this procurement process.**

***NOTICE TO OFFERORS: Questions or concerns regarding the MBE requirements of this solicitation must be raised before the receipt of initial proposals.***

Issued: **(May 13, 2013)**

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***Maryland’s Human Services Agency***

**KEY INFORMATION SUMMARY SHEET**

**STATE OF MARYLAND**

**Request for Proposals**

**REHABILITATIVE CLAIMS SUBMISSION AND PROVIDER REVIEWS**

**AGENCY CONTROL NUMBER: OBF/GMD 13-001 S**

**RFP Issue Date: (May 13, 2013)**

**RFP Issuing Office: Department of Human Resources**

**Division of Budget & Finance**

**Cost Allocation and Revenue Management**

**Procurement Officer: AungHtut**

**Phone: 410-767-7775**

**Fax: (410) 333-0258**

**e-Mail: aung.htut@maryland.gov**

**Proposals are to be sent to: Department of Human Resources**

**Procurement Division**

**311 W. Saratoga Street, Room 946**

**Baltimore, MD21201-3521**

**Pre-Proposal Conference: (May 22, 2013, 10:00 AM)**

**Closing Date/Time: (June 5, 2013, 2:00 PM)**

STATE OF MARYLAND

NOTICE TO VENDORS/CONTRACTORS

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 via faxat (410) 333-0258 or e-mail at [aung.htut@maryland.gov](mailto:aung.htut@maryland.gov) to Mr. Aung Htut, the Procurement Officer(Section 1.2) with your proposal or “no offer”, as the case may be. Thank you for your assistance.

Proposal Number OBF/GMD 13-001S entitled Rehabilitative Claims Submission and Provider Reviews

I. If you are not submitting a Proposal, 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.)  
[ ] Proposal requirements, other than the 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 in Remarks section.

[ ] Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

REMARKS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OPTIONAL

Vendor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­ Phone: \_\_\_\_\_\_\_\_\_\_\_\_

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**THANK YOU!!!**

**SECTION I. OBJECTIVE OF REQUEST FOR PROPOSALS**

**1.1 Summary Statement**

The Department of Human Resources (Department or DHR), Division of Budget and Finance, Cost Allocation and Revenue Management (CARM), intends to acquire contractual services for the purpose of providing Rehabilitative Claims Submissions and Provider Review Services. The successful Offeror shall use its own software to convertthe Medicaid Claims received from DHR and Department of Juvenile Services (DJS) into the Health Insurance Portability and Accountability Act (HIPAA) compliant format, ANSI ASC X12N 837P format, version 4010 (HIPAA- Compliant 837-P Format), for submission to the Maryland Medicaid Management Information System (MMIS). The successful Offeror shall develop and implement an online system for the submission of the rehabilitative services attendance data and provide Medicaid Residential Rehabilitation Services Program (Program) training on the use of the online claims submission process to DHRand providers of therapeutic and rehabilitative group home services (Providers). The successful Offeror shall also work with DHR and DJS to assist and train Providers on how to maintain records and documentation in accordance with federal, State and local regulations, policy and procedures. The resulting Contract shall be for a three year period beginning on or about September 1, 2013 and ending on or about August 31, 2016. Only one award is anticipated from this solicitation.

**1.2 Procurement Officer**

The sole point of contact in the State for purposes of this RFP is as follows:

AungHtut, Procurement Officer

Department of Human Resources

Procurement Unit

311 West Saratoga Street

Baltimore, MD 21201

Office Phone Number: 410-767-7775

Office Fax Number: 410-333-0258

e-mail: [**aung.htut@maryland.gov**](mailto:aung.htut@maryland.gov)

DHR may change the Procurement Officer at any time and will notify the Offeror in writing of any such change.

**1.3 Pre-Proposal Conference**

A Pre-Proposal Conference will be held on (**Wednesday May 22, 2013)** beginning at (**10:00 AM)** in Central Office of the DHR, at 311 West Saratoga Street, (**9th**) Floor, Room Number (**952**), Baltimore, MD 21201.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by **(Monday May 20, 2013 at 12:00 Noon*)***, all potential Offerors planning to attend call the Procurement Officer (ref. Section 1.2) or send an e-mail with such notice. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, provide at least 5 days notice of such need and DHR will make reasonable efforts to provide such special accommodation.

The Conference will be transcribed. As promptly as is feasible subsequent to the Conference, a copy of the transcript of the Pre-Proposal Conference, and all questions and answers known at that time will be made available to all prospective Offerors known to have received a copy of this RFP, free of charge, via *eMaryland Marketplace,*[**https://emaryland.buyspeed.com/bso**](https://emaryland.buyspeed.com/bso/)and the DHR web page at [**www.dhr.state.md.us**](http://www.dhr.state.md.us).

**1.4 Electronic Procurement Authorization**

A. The following transactions are authorized to be conducted by electronic means on the terms described. “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. [**https://emaryland.buyspeed.com/bso**](https://emaryland.buyspeed.com/bso/)), and electronic data interchange.

1. The Procurement Officer may conduct the procurement using *e-Maryland Marketplace*, the DHR web page, e-mail or facsimile to issue:

a. the solicitation (e.g. the RFP);

b. any amendments;

c. pre-proposal conference documents;

d. questions and responses;

e. communications regarding the solicitation or proposal to any Offeror including requests for clarification, explanation, or removal of elements of an Offeror's Proposal deemed not acceptable;

f. notices of award selection or non-selection; and

g. the Procurement Officer’s decision on any protest or Contract claim.

2. AnOfferor or potential Offeror may use e-mail or facsimile to:

a. ask questions regarding the solicitation;

b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;

c. request a debriefing; or

d. submit a "No Offer” response to the solicitation.

3. The Procurement Officer, the State Project Manager and the Contractor may conduct day-to-day Contract administration, except as outlined in Section B of this subsection utilizing e-mail, facsimile or other electronic means if authorized by the Procurement Officer or State Project Manager.

B. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:

1. submission of initial proposals;
2. filing of protests;
3. filing of Contract claims;
4. submission of documents determined by DHR to require original signatures e.g. Contract execution, Contract modifications, etc); or
5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

C. Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person(s) as provided in the RFP, the Contract, or at the direction from the Procurement Officer or State Project Manager.

**1.5 Questions and Inquiries**

Written questions from prospective Offerors will be accepted by the Procurement Officer (ref. Section 1.2) prior to the Pre-Proposal Conference. As practical and appropriate, the answers to these pre-submitted questions will be provided at the Pre-Proposal Conference. No substantive question will be answered prior to the Pre-Proposal Conference. Additionally questions, both written and oral, will be accepted from the prospective Offerors at the Pre-Proposal Conference and will be answered at this conference or in a subsequent transmittal, which will be posted on the Department’s website and *eMaryland Marketplace*.

Questions will also be accepted subsequent to the Pre-Proposal Conference. All post-Conference questions shall be submitted in a timely manner to the Procurement Officer only. The Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be provided before the Proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor will be distributed to all prospective Offerors who are known to have received a copy of the RFP.

Subsequent to the Conference, additional pre-proposal questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer.

**Should a potential Offeror identify alleged ambiguities in the Specifications or Contract provisions included in the RFP, or should there be doubt as to the meaning or intent of any section or subsection herein, the potential Offeror shallrequest clarification from the Procurement Officer prior to the Proposal due date. Failure to do so may prevent consideration of a future protest (see COMAR 21.10.02.03).**

**1.6 Closing Date**

An original, to be so identified, and **four (4) *c*opies** of the Technical Proposal and Financial Proposal (See Section IV) shallbe received by the Procurement Officer (ref. Section 1.2) by **(Wednesday June 5, 2013) at (2:00 PM) EST**. in order to be considered. Requests for extension of this date or time shall not be granted.Offerors mailing Proposals should allow sufficient mail delivery time to insure timely receipt by the Procurement Officer (ref. Section 1.2). Proposals or unsolicited amendments to Proposals arriving after the closing time and date will not be considered, except under the conditions identified in COMAR 21.05.02.10 B and 21.05.03.02 F. **Oral, electronic mail or facsimile Proposals will not be accepted.**

**1.7 No Offer Statement**

Offerors not responding to this solicitation are requested to complete and submit the Notice to Vendors/Contractors form that includes the company information and the reason for not responding (i.e. too busy, cannot meet mandatory requirements, etc). This form is located immediately after the Key Information Summary Sheet.

**1.8 Duration of Proposal Offer**

The content of this RFP and the Proposal of the successful Offeror(s) will be included by reference in any resulting Contract. All prices, terms and conditions in the Proposal shall remain fixed and valid for 120 days after the closing date for receipt of Proposals or the closing date for receipt of Best and Final Offers. This period may be extended by written mutual agreement between the Offeror and the requesting State organization.

**1.9 State Project Manager**

The State Project Manager for this Contract is:

Gregg Holland

Department of Human Resources

Division of Budget & Finance

Cost Allocation and Revenue Management

311 West Saratoga Street,9th Floor

Baltimore, MD 21201

Office Phone Number: 410-767-7465

Office Fax Number: 410-333-0551

e-mail: [**gregg.holland@maryland.gov**](mailto:gregg.holland@maryland.gov)

After Contract award(s), this person will serve as the primary point of contact for the Contractor in regards to the services provided under the Contract. However, for certain Contract related actions, interpretation and performance, the Procurement Officer may communicate with the Contractor.

DHR may change the State Project Manager at any time and will notify the Contractor in writing of any such change.

**1.10 Glossary of Terms**

1. **835 Form**

835 Health Care Claim Payment/Advice (Version 004010X091A1). This transaction is used to communicate the results of claim adjudication. It is used to convey and Explanation of Benefits (EOB) which explains what is or is not being paid on the claim that has been submitted and why. This form is also called the Remittance Advice.

1. **837P Form**

837 Health Care Claim Institutional Version 004010X096A1. This transaction can be used to submit health care claim/encounter billing information from providers of health care services to Maryland Medicaid, either directly or through an intermediary (i.e.. clearinghouses, etc.). Refer to Companion Guide for 837 Health Care Claim Institutional Version 004010X096A1 at dhmh.state.md.us website. (Version 5, May 14, 2007).

1. **COMAR**

Code of Maryland Regulations.The implementing regulations for Maryland’s statutes.

1. **CARM**

Cost Allocation and Revenue Management, a unit within the Office of Budget & Finance Division of the Department.

1. **DHMH**

Department of Health and Mental Hygiene. This State agency manages coordinated and comprehensive health services and supports for individuals to provide treatment and rehabilitation in order to promote resiliency, health, and recovery.

1. **DJS**

Department of Juvenile Services.The State agency that administers services to youth who have been determined delinquent and require supervision.

1. **HIPAA**

Health Insurance Portability & Accountability Act of 1996, Public Law 104-191, which amended the Internal Revenue Service Code of 1986. Also known as the Kennedy-Kassebaum Act, the Act includes a section, Title II, entitled Administrative Simplification, requiring improved efficiency in healthcare delivery by standardizing electronic data interchange, and protection of confidentiality and security of health data through setting and enforcing standards. More specifically, HIPAA called upon the Department of Health and Human Services (HHS) to publish new rules that will ensurestandardization of electronic patient health, administrative and financial data; unique health identifiers for individuals, employers, health plans and health care providers., and security standards protecting the confidentiality and integrity of "individually identifiable health information," past, present or future.

1. **Medicaid**

A federal program that provides federal grants to the states for medical assistance programs and enables states to furnish:

* + - * medical assistance to those who have insufficient incomes and resources to meet the costs of necessary medical services; and
      * rehabilitation and other services to help these families and individuals become or remain independent and able to care for themselves.

1. **MMIS**

Medicaid Management Information System. The system run by each state to transfer information to the Centers for Medicare and Medicaid Services. In Maryland, DHMH is responsible for this system.

1. **NTP**

Notice to Proceed. Written notification to the Contractor to begin services under the Contract.

1. **OTHS**

Office of Technology for Human Services. The unit within DHR that provides overall management and direction of DHR’s information systems.

1. **State**

State of Maryland.

1. **RA**

Remittance Advice. See 835 Form above.

1. **Rehab Claims Data or data**

Any information derived from the Medicaid Claim forms transmitted to the Contractor for submission to MMIS.

1. **SIF**

Submitter Identification Form. This form is used with the Medicaid Claims and can be found at http://dhmh.maryland.gov/hipaa/SitePages/transandcodesets.aspx.

1. **TPA**

Trading Partner Agreement.This form is used to facilitate communications between the claims Submitter Agent and Medicaid and may be found at http://dhmh.maryland.gov/hipaa/SitePages/transandcodesets.aspx.

1. **Security Incident**

Attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Please refer to page 13 of OCR / HIPAA Privacy / Security Enforcement / Regulation Text August 2003 (45 CFR Parts 160 and 164).

**“THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK”SECTION II. GENERAL INFORMATION**

**2.1 Purpose**

The purpose of this RFP is to provide information to Offerors interested in preparing and submitting Proposals to meet the requirements for contractual services described herein.

**2.2 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. 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 shallaccompany the Offeror’s Proposal in the Transmittal Letter accompanying the Technical Proposal. (ref. Section 4.2) 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.

**2.3 Cancellation of the RFP**

The State may cancel this RFP, in whole or in part, whenever this action is determined to be fiscally advantageous to the State or otherwise in the State’s best interest. If the RFP is canceled, a notice of cancellation 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.

**2.4 Acceptance of Proposal and Terms and Conditions**

The State reserves the right to accept or reject any and all Proposals, in whole or in part, received in response to this RFP, or to waive or permit cure of minor irregularities to serve the best interests of the State of Maryland.

By submitting a Proposal in response to this RFP, an Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its Proposal as an attachment to the Transmittal Letteras required in Section 4.2. A Proposal that takes exception to these terms may be rejected.

**2.5 Additional Information**

Offerors who submit Proposals may be required to provide additional information orally or in writing and/or to submit to a site inspection by State representatives in order to clarify or document their Proposals.

**2.6 Incurred Expenses**

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal in response to this RFP, including making an oral presentation, holding discussions, making a presentation or conducting an on-site inspection. Any expenses incurred by State personnel or representatives for on-site inspections will be borne by DHR.

**2.7 Economy of Preparation**

Proposals shallbe prepared simply and economically, providing a straightforward, concise description of the Offeror's Proposal for meeting the requirements of this RFP.

**2.8 Alternate Proposals**

An Offeror shall not submit an alternate Proposal in response to this RFP.

**2.9 Multiple Proposals**

An Offeror shall not submit more than one Proposal in response to this RFP.

**2.10 Proposal Opening**

Proposals will not be opened publicly, but will be opened in the presence of at least two State employees. Proposals shall be held in a secure place until the established due date. After the established due date, a Register of Proposals shall be prepared that identifies each Offeror. The Register of Proposals shall be open to public inspection after award of the Contract. Proposals shall be shown only to members of the Evaluation Committee or State employees having a legitimate interest in them.

**2.11 Contract Term**

The Contract awarded as a result of this solicitation shall be for a period of three (3) years, and includes a thirty-calendar day (30) *Transition-In* period. The Contract shall begin on or about September 1, 2013 and end on or about August 31, 2016.

**2.12 Multi-Year Contract**

1. This is a multi-year Contract. The required services as provided for in Section III shall be provided for the entire Contract period.
2. Firm Fixed Unit Prices shall be given for the service and the Firm Fixed Unit Prices shall be the same throughout the entire period of performance as provided in the **Price Proposal (Attachment A)**.
3. Funding for any Contract resulting from this RFP is dependent upon appropriations from the Maryland General Assembly and/or the federal government Title XIX fund. The multi-year Contract shall be canceled if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first.
4. The Procurement Officer shall notify the Contractor in a timely manner if the funds are not available for the continuation of the Contract for each succeeding fiscal period.

**2.13 Bid/Proposal Affidavit**

The **Bid/Proposal Affidavit**, **Attachmen**t **B**, must be completed by all Offerors responding to this RFP and submitted with their Technical Proposal. This Affidavit includes commercial nondiscrimination, minority business enterprise, anti-bribery, non-collusion, debarment, tax payment, investment in Iran and conflict minerals affirmations.

**2.14 Corporate Registration**

All corporations doing business in Maryland are required by law to be registered with the State of Maryland, Department of Assessments and Taxation, Comptroller’s Office as well as with the Department of Labor, Licensing and Regulation and must have a resident agent. The resident agent must be either an individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation which represents other corporations as a resident agent.

Any potential Offeror who is not sure of resident/foreign corporate status is advised to contact the Maryland Department of Assessments and Taxation, at 410-767-1340. It is strongly recommended that any potential Offeror be completely registered prior to the due date for receipt of Proposals. An Offeror’s failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

**2.15 Compliance with Law**

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all Federal, State, and local laws and regulations applicable to its activities and obligations under the Contract. By submitting a Proposal in response to the RFP, the Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation 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 if selected for award, that it shall not become so in arrears during the term of the Contract.

**2.16 Contract Affidavit**

The **Contract Affidavit** **(Attachment C)** must be completed and submitted by the selected Offeror within 10 working days from notification of the recommendation for award and each renewal thereafter. This affidavit includes the financial, political and drug and alcohol free work place affirmations and a reaffirmation of the Bid/Proposal Affidavit.

**2.17 Public Information Act Notice**

Offerors shallgive specific attention to the identification of those portions of their Proposals that they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information must be divulged to the party. A blanket statement declaring the entire Proposal confidential is not acceptable.

**2.18 Contractor's Responsibilities**

The State will enter into a contractual agreement with the selected Offeror. The selected Offeror shall be responsible for all services as required by this RFP. Subcontractors are prohibited from performing the services under any contractual agreement resulting from this solicitation without the prior approval of the State.

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, minimum Offeror requirements, references and financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror’s Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

Although experience and documentation of an Offeror’s parent organization may be used to satisfy minimum qualifications(Section 3.9), a parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror’s experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are transferred to and shared with the Offeror, any stated intent by the parent in its guarantee of performance for direct involvement in the performance of the Contract, and the value of the parent’s participation as determined by the State.

**2.19 Document Ownership**

In the event of Contract award, all data and documentation produced as part of the Contract will become the exclusive property of the Department, State of Maryland and may not be removed by an employee of the Contractor or subcontractor(s), or used, sold, reproduced or duplicated in any way for any purpose by the Contractor or subcontractor(s) without the written permission of the Department. Technical Proposals received from Offerors in response to this RFP and the corresponding financial Proposals from qualified Offerors will become the property of the Departmentand will not be returned to the Offeror.

**2.20 General Contractual Conditions**

Any Contract resulting from this RFP shall be governed by the laws of the State of Maryland and shall include at a minimum all the terms and conditions set forth in the **Services Contract (Attachment D)** and **Contract Affidavit (Attachment C)**.

Prior to Award, both the Contract and the Affidavit shallbe completed along with witnessed signatures and dates and submitted by the recommended Contractor.

**2.21 Procurement Method**

This procurement is being conducted in accordance with COMAR Title 21.05.03, Procurement by Competitive Sealed Proposals.

**2.22 Contract Type**

The Contract that results from this RFP shall be an indefinite quantity contract with Firm Fixed Unit Prices in accordance with COMAR 21.06.03.02 (A)(1) and 21.06.03 06 (A)(2).

**2.23 Payment Terms/Billing**

The successful Offeror shall bill the Department monthly on or before the 15th day of the month for services provided in the previous month.

Payment will be made based upon the successful Offeror’s Firm Fixed Unit Price per claim listed in the Price Proposal **(Attachment A)** following receipt of an approved notice(s) of acceptance from the State Project Manager. The Offeror’s Firm Fixed Unit Priceper claim shall be inclusive of all direct and indirect costs and profit to fulfill the requirements of this RFP.

Payments for *Transition-In* services, 180-Day Period to Implement the New Electronic Claims Submissions Process/Training Services and Transition Out Services will be made one time only after those services have been successfully completed as determined by the State Project Manager.

The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frames specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract. The Contractor will be eligible to receive the aggregate of any withheld funds after submission and approval by the State Project Manager of any outstanding Reports. Any withheld funds will be included in the Contractor’s next payment after approval of the outstanding Reports by the State Project Manager.

**2.23.1** Invoice submission consists of the following requirements and steps.

1. All invoices must (at a minimum) be signed and dated in addition toincluding the Contractor’s mailing address, the Contractor’s Social Security number or Federal Tax ID number, the State’s assigned Contract control number, the goods/services provided, the time period covered by the invoice, the amount of requested paymentand the Contractor’s point of contact with a telephone number.

The invoices shall also identify the Cost Allocation and Revenue Management, Division of Budget and Finance, Department of Human Resources, 311 West Saratoga Street – 9th Floor, Baltimore, MD 21201 ATTN: State Project Manager.

1. The Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees) for each deliverable to the State Project Manager, with a copy to:

Pat Kick, Accounts Payable

Division of Budget and Finance

Maryland Department of Human Resources

311 West Saratoga Street, 9th Floor

Baltimore, MD 21201

Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than sixty (60) calendar days from the Contract’s termination date.

**2.24 Electronic Funds Transfer (EFT)**

Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller’s Office grants Contractor an exemption. The selected Offeror shall register using the attached form **COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (Attachment E)** upon notification of selection for award. If your organization has previously registered for EFT with the Comptroller’s Office, unless there has been a change, there is no need to re-register. If previously registered, indicate that information on the COT/GAD X-10 form and return the form to the Procurement Officer upon notification of selection for award. Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

**2.25 Contract Award**

Award of a Contract, generally will be made within 120 days after the closing date for submission of Proposals or the closing date for receipt of Best and Final Offers, and will be subject to appropriate Federal and State approvals. The Contract shall be awarded to the qualified Offeror whose Proposal is determined to be most advantageous to the State based on the results of the technical and financial evaluations.

**2.26 Discussions**  
The State may award a Contract from this solicitation without discussion with any offering vendor. The Department reserves the right to discuss and negotiate with qualified or potentially qualified Offerors, i.e., Offerors which appear to be responsible at the time discussions and negotiations are conducted and whose Proposals are initially judged to be reasonably susceptible of being selected for award. Discussions or negotiations will be conducted with all Offerors which have not previously been eliminated. The Department, however, is not obligated to conduct any discussions or negotiations. Each Offeror should be aware that the Department can select a Proposal without first discussing the matter with the selected Offeror.

**2.27 *eMaryland Marketplace* (eMM) Registration**

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHR website **(**[**www.dhr.state.md.us**](http://www.dhr.state.md.us)**)** for transmitting the RFP and associated materials, the summary of the Pre-Proposal Conference, Offeror’s questions and the Procurement Officer’s responses, and addenda will be provided via eMM.

**In order to receive a Contract award, a vendor must be registered on *eMaryland Marketplace*.** Registration is free. Go here to register: [**https://emaryland.buyspeed.com/bso/**](https://emaryland.buyspeed.com/bso/)**.**Click on "Registration" to begin the process and follow the prompts. As a registered vendor to *eMaryland Marketplace*, you will be privileged to many benefits including:

* **Online Goods and Services Profile:**You can create and maintain your company's goods and services profile with the State. Your online profile will allow you to receive solicitations issued by the State that are in your area of interest.
* **Instant Notification of Opportunities:**Registered vendors will receive instant, automatic notification via e-mail when a procurement opportunity is issued by State and Maryland local government buying organizations in your area of interest.
* **Solicitations Online:**You can review and respond to State and in some cases Maryland local government issued solicitations via the Internet without leaving your desk.

**Note: *eMaryland Marketplace* registration is active for one year and must be active at the time of Contract award. *eMaryland Marketplace* registration should be maintained thereafter in order to receive notice of future procurement opportunities.**

**2.28 Protests**

An Offeror may protest the proposed award or the award of a Contract for this procurement. Any protest shallbe filed in accordance with Title 15, Subtitle 2 of the State Finance and Procurement Article, Annotated Code of Maryland, and COMAR 21 (State Procurement Regulations), Subtitle 10, Administrative and Civil Remedies.

**2.29 Minority Business Enterprises**

Minority Business Enterprises are encouraged to respond to this solicitation.

**2.30 Minority Business Enterprise Participation Goal(s) and Sub-Goal(s)**

No MBE subcontracting goal has been established for this procurement.

**2.31 Insurance Requirements**

Workers’ Compensation -- The Contractor 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.  
  
The State of Maryland must be named as an Additional Named Insured on all liability policies (Workers’ Compensation excepted). Certificates of insurance evidencing this coverage must be provided within 10 workingdays after recommendation of award.

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

General Liability - The Contractor shall maintain the following minimum insurance protection for liability claims arising as a result of the Contractor’s operations under this Contract.

Commercial General Liability, Occurrence Form:

$500,000 - General Aggregate Limit (other than products/completed operations)

$150,000 –Motor Vehicle Liability per occurrence.

$150,000 - Each Occurrence Limit

$100,000 - Personal and Accidental Injury Limits

$ 10,000 - Fire Damage Limit

$ 2,500 - Medical Expense

Certificates of insurance evidencing this coverage shall be provided to the State Project Manager at each Contract anniversary date during the Contract period or as directed by the State.

The State shall receive written notification of non-renewal and/or cancellation from the issuer of the insurance policies at least thirty (30) days before the expiration of said policies. Notice shall be sent to the State Project Manager. In the event the State receives a notice of non-renewal and/or cancellation, the Contractor shallprovide the State Project Manager with an insurance policy from another carrier at least thirty days (30) prior to the expiration of the non-renewed insurance policy. Failure to provide proof of insurance will result in the Contract being terminated for default.

**2.32 Certification Regarding Lobbying**

Section 319 of Public Law 101-121 prohibits the use of Federal funds for lobbying Federal officials, including members of Congress, in conjunction with a specific Contract, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement. The law also requires the disclosure of lobbying efforts using other than Federal funds. Each Proposal shall include a completed **Certification Regarding Lobbying (Attachment F)**.

**2.33 Oral Presentations**

Offerors who submit a Proposal in response to this RFP may be required to make an oral presentation of the Proposal to the Evaluation Committee, possibly on short notice. All representations made by an Offeror during an oral presentation must be reduced to writing. All such written representations will become part of the Offeror’s Proposal and are binding if the Contract is awarded. The time and location for this oral presentation will be scheduled by the Procurement Officer. The oral presentation will assist the Evaluation Committee with its ranking of the Technical Proposal.

**2.34 Confidentiality**

Except in accordance with a court order, neither Party shall use or disclose any information concerning a recipient of the services provided under this agreement for any purposes not directly connected with the administration of such services, except upon written consent of the Party providing the information and the recipient or his or her responsible parent, guardian, or legal representative or as required in §10-611 et. seq., State Government Article and Title 1, Subtitle 2, Human Services Article -Maryland Annotated Code and COMAR 07.01.07.

Nothing in this Contract shall prevent the Parties from using and disclosing statistical data derived from information concerning a recipient of the services provided under this Contract so long as that statistical data does not identify any recipient of such services.

**2.35 False Statements**

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

1. In connection with a procurement Contract a person may not willfully;
   1. falsify, conceal, or suppress a material fact by any scheme or device;
   2. make a false or fraudulent statement or representation of a material fact; or
   3. use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
2. A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding $20,000 or imprisonment not exceeding 5 years or both.

**2.36 Living Wage**

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

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least **$12.91 per hour**, if State contract services valued at 50% or more of the total value of the contract are performed in the **Tier 1 Area**. If State contract services valued at 50% or more of the total value are performed in the **Tier 2 Area**, an Offeror shall pay each covered employee at least **$9.70 per hour**. The specific Living Wage rate is determined by whether a majority of services take place in a **Tier 1 Area or Tier 2 Area** of the State. The **Tier 1 Area includes Montgomery, Prince George’s, Howard, Anne Arundel, and Baltimore counties, and Baltimore City**. The **Tier 2 Area includes any county in the State not included in the Tier 1 Area**. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the contractor provides 50% or more of the services. The Offeror must identify in their Proposal the location(s) from which services will be provided.

* If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
* If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.)
* If the Contractor provides more than 50% of the services from an out-of-State location, then the agency determines where the majority of the service recipients are located and makes a Tier 1 or Tier 2 determination on that basis.

This Contract is determined to be a **Tier 1** contract.

**Additional Living Wage information pertaining to reporting obligations may be found by going to the Department of Labor, Licensing and Regulations’ (DLLR) website –** [**http://www.dllr.state.md.us**](http://www.dllr.state.md.us) **and clicking on Living Wage.**

|  |
| --- |
| **Note: The Living Wage rates are subject to annual adjustments by DLLR. Contractors may not increase prices because of any Living Wage increase.** |

**2.37 Hiring Agreement**

By submitting a Proposal in response to this solicitation, the Offeror agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) **Hiring Agreement (Attachment H)**. The Hiring Agreement is to be executed by the Offeror and delivered to the Procurement Officer within ten (10) business days following the receipt of notice by the Offeror that it is being recommended for Contract award. The Hiring Agreement will become effective concurrently with the award of the Contract.

## 2.38 Investment Activities in Iran Certification

All proposals submitted by an Offeror must be accompanied by a completed Certification Regarding Investments In Iran **(Attachment I)**.

Effective January 1, 2013, the Investment Activities in Iran Act (State Finance and Procurement Article, §§17-701 through 17-707, the “IAI Act) **(Attachment I-1)** requires all companies that seek to do business with the State to certify at the time of proposal submission that:

1. They are not identified on a list created by the Maryland Board of Public Works as a person engaging in investment activities in Iran; and
2. They are not engaging in investment activities in Iran, as defined in the IAI Act.

The current IAI Act list maintained by the Board of Public Works can be found at <http://bpw.maryland.gov/Pages/Debarments.aspx>.

**SECTION III. SPECIFICATIONS**

**3.1 Background**

# DHR is Maryland’s fourth largest State agency. DHR was established to administer the State’s public assistance, social services, child support enforcement and community-based programs. DHR has a critical mission: It works to safeguard and provides services to some of Maryland’s most vulnerable citizens allowing them to live independently, to support themselves and their families, and to be safe from abuse and neglect.

This mission is accomplished through the many programs offered at the central office and the 24 Local Departments of Social Services. Some of the services and programs that are provided include: Child Support Enforcement, the Office of Community Initiatives, the Office of Home Energy Programs, the Maryland Legal Services Program, the Office of Adult Services Program, the Family Investment Administration and the Social Services Administration.

In 2004, the Department, DJS and DHMH developed a State Plan Amendment (SPA) for submission ofMedicaid Claims from Providers performing Rehabilitation Services for DHRand DJS to the Centers for Medicare and Medicaid Services (CMS). The SPA was approved and the Rehabilitative Services Program began. See COMAR 10.09.28. Under the SPA, DHR and DJS are required to submit Medicaid Claims from Providers enrolled in the Program to DHMH’s MMISin order to collect matching federal funds for therapeutic and rehabilitative group home services provided to children under the care and supervision ofDHR and DJS. Currently, there are approximately 200 Providers under contract with DHR and DJSthat provide rehabilitative group home services. Each Provider submits monthly Medicaid claims for each day of therapeutic and rehabilitative services each child receives, based on a per diem rate. Based on recent figures, there are approximately 72,500 individual claims submissions per month, of which 65,000 are from DHR and 7500 are from DJS. Each Medicaid claim consists of one unit, which is one child per day of service for the month. Thisattendance data serves as the basis upon which these agencies seek reimbursement from Medicaid. DHR and DJS are paid according to a predetermined daily rate. **To track services, Providers are required to fill out attendance sheets that capture and record how many days in a month a child is in its care and receives eligible services.  These attendance sheets are submitted in encrypted form each month to DHRand DJS.**

**NOTE: Although the State believes that the figures provided above are factual, it makes no warranty that the information is either accurate or error-free. Where projections are provided, they are estimates prepared by the State for its own use and the State makes no warranty with respect to the data on which the projections are based or that future experience will conform to the projections.**

**3.2 Objective(s)**

Currently, Medicaid claims are submitted by Providers to DJS and DHR in a Excel format. The claims are then submitted to the current contractor for conversion into HIPAA compliant format. DHR desires to have the Medicaid claims data submitted online from the Providers to the Contractor for conversion into HIPAA compliant format for submission to MMIS for reimbursement. DHR also desires to increase the number of claims submitted for reimbursement, while decreasing the error rate in the claims submitted.

**3.3 Scope of the Project**

DHRis issuing this RFP to obtain the services of a Contractor to convertMedicaid claims received from DHR and DJS into the HIPAA837-P Format for submission to the MMIS. DHR seeks to make the claims submission process more efficient by converting to a web-based claims submission process whereby claims are submitted directly to the Contractor using the Contractor’s software. The new process will require training to DHRand Providers. There will be a one hundred and eighty (180) day period from the NTP to allow the Contractor to implement the new electronic claims submissions process, and to conduct the necessary training on the online submission process.

Prior to implementation of the new process, the Contractor shall accept and submit claims under the current process. Contractor shall have thirty (30) days to transition into the current process, including obtaining allof thenecessary approvals from DHMH in order to submit claims to MMIS. Currently, DHRand DJS Providers send Medicaid claims to their respective agencies. Each agency then checks the validity of the Providers’ claims data. Once the data is deemed to be valid, DHR and DJS send the claims, in Excel format, to the current contractor. The current contractor converts DHR Providers’ claims into HIPAA compliant format and submits the DHR claims to MMIS. For DJS claims, the current contractor first matches the DJS claims with DJS’ documentation of determination of need (sign off) to ensure the claim meets the determination of need requirement. If so, DJS claims are converted to HIPAA format and submitted to MMIS. The current contractor receives an RA from MMIS, giving the disposition of the claims submitted to MMIS. The RA is then sent to DHR and DJS for their records.

Under this Contract, the DJS process will remain the same. DJS Providers will continue to submit claims in an Excel format. For DHR Providers, however, claims will be submitted to the new Contractor using the web-based system. The Contractor shallbe responsible for verifying the accuracy of the information submitted to DJS and DHR. The claims shallthen be converted to HIPAA compliant format using Contractor’s software for submission to MMIS. The Contractor shall send the RA results to DHR and DJS.

* 1. **Roles and Responsibilities**

Procurement Officer – DHR representative responsible for managing the solicitation and award process, change order process, and resolution of Contract scope issues. See Section 1.2

State Project Manager – DHR representative responsible for managing the day to day activities of the Contract including the direct supervision of the on-site Contractor personnel.  The State Project Manager will also be responsible for preparing the solicitation, review and approval of proposed change orders, review and approval of proposed substitution of personnel, reviewing and approving invoices and monitoring and reporting Contractor personnel performance. See Section 1.9.

Contractor’sProject Manager – Representative of the Contractor who oversees the personnel assigned under this Contract and the day to day activities of the Contract. This representative shallbe the point of contact for managing and correcting any disputes related to this Contract.

TO Contractor Key Personnel – Those individuals who contribute to the project in a substantive, measureable way, whether or not they receive salaries or compensation under the Contract.

* 1. **Requirements**
     1. **Offeror Requirements**

1. The Offeror shall possess the ability, capability, and experience to convert secure data for Medicaid claims into HIPAA-Compliant 837-P Format and submit those Medicaid Claims to MMIS using the Contractor’s ownsoftware.
2. The Offerorshall submit a proposed plan for the implementation of theweb-based electronic submission process with its response to this RFP.
   * 1. **Contractor Requirements**

1. The Contractor’spersonnel shall be availablebetween the hours of 8 a.m. to 5 p.m. on business days.
2. The Contractor shall provide a sufficient number of staff qualified to perform the work required under this RFP. **The Contractor’s Key Personnel (the Contractor’s Project Manager, etc.) shall be identified in the Offeror's Proposal. Key Personnel are considered to be essential to the work being performed under this RFP**. The Contractor shall indicate the role or assignment that each individual is to have in this project. Prior to diverting any of the specified individuals to assignments other than this project, the Contractor shall notify the Department of its intent at least thirty (30) days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the project. Replacement of any personnel, including personnel who leave the employment of the Contractor, shall be with personnel of equal ability, qualifications and experience.
3. The Contractor shall assist DHR staff in conducting Provider documentation reviews. It is anticipated that each Provider’s records and documentation will be reviewed on-site at least once annually.
4. The Contractor shall accompany DHR staff to the reviews and prepare a summary assessment of each Provider to include any recommendations or changes necessary.
5. The assessment shall be submitted to DHR for review and approval.
   * + 1. **Project Management**
6. **Initial Project Schedule** - The Contractor shall provide a comprehensive project work schedulewithin seven (7) calendar days from the NTP.The project schedule shall also include all major tasks that will be required to complete the project, and include both Contractor and State resources and task required. Additionally, the project work schedule shall, at a minimum, include fields to track the task, resources, planned start date, revised start date, actual start date, planned end date, revised end date, actual end date, percent complete, and task dependencies. Each task shall be broken down into no more than eighty (80) hour increments. The project schedule shall be developed using MS Project 2000or a version compatible with MS Project 2000. The State Project Manager will review and approve the project schedule. The Contractor shall update the project schedule on a weekly basis and provide a copy of the updated schedule to the State Project Manager.
7. **Training Plan**-The Contractor shall provide a plan for how the Wed-based Training will be rolled out to Users of the system. The initial plan shall be due to the State Project Manager thirty (30) days after the NTP. The final plan shall be due to the State Project Manager ninety (90) days prior to the Go Live date of the web-based system. The Training Plan shall consist of a “Train the Trainer” session with DHRstaff and include:
   1. A schedule for approximately 100 Providers and 10 DHR staff to receive instruction in use of new web-based system. DHR will provide training for new DHR employees and new Providers.
   2. Recommendations for the use of web conferencing and real-time interactive technology to assist in the delivery of the training.
8. **Project Management Plan** - The Contractor shall respond to this RFP with clear approaches to:
   * + - 1. Providing to the DHR Project Manager a comprehensive Project Management Plan within seven (7) calendar days from receipt of the NTP. The Project Management Plan shall define how the Contractor shallapply its project management methodology to achieve maximum benefit for the State. The Contractor’s methodology and Project Management plan shall be compliant with Maryland’s SystemDevelopment Life Cycle (SDLC) template **(**[**http://doit.maryland.gov/sdlc/Pages/SDLCHome.aspx**](http://doit.maryland.gov/sdlc/Pages/SDLCHome.aspx)**)**and address, at a minimum, the following:
         2. Automated tools, including application of software solutions.
         3. Configuration management – approaches and solutions.
         4. Time/Schedule management to include how the Contractor shall address on-time delivery of the project; a work breakdown structure, schedules, milestones, and resources.
         5. Calendar of events and deadlines.
9. **Communications Plan -** The Contractor shall providea plan to serveas the guideline to manage communications, including status reporting and other key communications. The Contractor shall complete the Communications Plan within seven (7) calendar days from receipt of the NTP. The Plan shall also address:
   1. Customer/stakeholder relationship management; and
   2. Reporting of status and other regular communications with DHR, including a description of the Contractor’s proposed method of ensuring adequate and timely reporting of information.
10. **Cost Management Plan -** The Contractor shall provide a cost management planduewithin seven (7) calendar days of receipt of the NTP.This plan shall define how the Contractor shallmanage and contain cost in the project to the benefit of the State.
11. **Quality Management Plan -** The Contractor shall provide a quality management plan due within seven (7) calendar days of receipt of the NTP.The plan shall include content describing:
    * + - 1. Project deliverable review procedures;
          2. Document repository and control; and
          3. Decision support and prioritization.
12. **Human Resource Management Plan** - The Contractor shall provide initial human resource management plan with the response to this RFP. The Human Resource Management Plan shall name Key Contractor Personnel and clearly describe all resource requirements, roles and responsibilities. The Contractor shall deliver to the State Project Manager a final Human Resource Management Plan within seven (7) days of receipt of the NTP. The Contractor shall review and update this plan when there is a significant change in staffing.
13. **Bi-Weekly Status Report** – The Contractor shall submit aMicrosoft document on the 15th and 30th day of each month during the project implementation that summarizes the following:
14. Meetings held: Date, purpose, attendees.
15. Documents developed: Meeting minutes and other project-related artifacts – indicate draft or final version.
16. Risk Review: a review of risks and their associated mitigation plans identified and logged in the Risk Register; identification of any new risks during that period.
17. Issue Review: a review of issues and their associated mitigation plans; identification of any risks that have become issues.
18. Provide a budget overview to include:

* Contract value
* Amount billed (Project to Date (PTD); Month to Date (MTD)
* Current balance
* Scheduled expenses
* Remaining Balance
* Planned work efforts for the next reporting period includingresources assigned and hours proposed

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1. **Help Desk Support and System Maintenance**- The Contractor shall submit a plan for post-implementation service for help desk support and system maintenance.The Contractor shall deliver to the State Project Manager the plan within 90 days of receipt of the NTP.

**Note: Unless otherwise indicated, all references to days shall be calendar days.**

* + - 1. **Functional Systems Requirements**

The Contractor shall:

1. Have its own softwarethat contains all procedure codes, business rules and edits required to assure data in the Medicaid claims received from the DHR and DJSProviders are converted into HIPAA-Compliant 837-P Format and submitted to MMIS and in accordance with federal guidelines. The edit rules for unit of service, place of service, provider type, rate and other business edits have been defined and exist in MMIS.
2. Submit a signed SIF and TPA to DHMH for approval. The Contractor shall provide DHR the results of the successful test transmission and commence transmitting actual Medicaid Claims to the MMIS on the go live date. Testing information can be accessed at the following location: [**http://dhmh.maryland.gov/hipaa/SitePages/testinstruct.aspx**](http://dhmh.maryland.gov/hipaa/SitePages/testinstruct.aspx)
3. Create, implement and host a website, which shall allowonline electronic submission of Medicaid Claims from DHR Providers directly to Contractor. On the website, DHR Providers shall enter claims manually. Through the website, DHR shall be able to track the Program attendance data submitted by the Providers and check the status of Medicaid claims once submitted by the Providers as they are being converted to HIPAA Compliant format, processed, and submitted to MMIS by Contractor.. The website shall include answers to frequently asked questions, include instructions for claims submission and other information as DHR deems helpful.
4. Provide on-going support and hosting of the web-based system. The Contractor is required to provide toll-free telephone support and e-mail based support, at a minimum, between the hours of 8:00a.m. to 5:00p.m. on business days which excludes State Holidays and Service Reduction Days.
5. Receive secured Medicaid claims data electronically, from DHR and DJS Providers and convert these files to the HIPAA-Compliant 837-P Format. The electronic claims from DHR Providers shallbe submitted by the Providers to the Contractor directly through the keying of claims data on the website. The electronic claims from DJS Providers will be first reviewed by DJS and then submitted by DJS electronically as a file to the Contractor for processing.
6. Once converted, submit the HIPAA-compliant claims to MMIS using the Contractor’s own software.
7. Submit Medicaid Claims electronically to MMIS no less than once monthly.
8. Review the RA received from MMIS and ensures that disposition of each claim and the reason(s) for any suspensions or denials of claims are indicated and described on RA. Contractor shall convert the RA into a format readable by DHR and DJS (i.e. MS Word or Excel). The Contractor shall transfer the RA, via secure FTP, to DHR and DJS within five (5) days of receipt from MMIS. DHR and DJS will examine and resolve denied claims and send those claims back to the Contractor for resubmission not more than twice monthly via DHR and DJS’ secure FTP sites.
9. Retain all data in the Contractor’s database for five years from the termination of the Contract or the conclusion of any audits, whichever is latest, and provide any data to DHR and DJS upon request.At the end of five years, the Contractor shall return all data to DHR and DJS, respectively, in an agreed upon format using a standard electronic media device (CD, USB drive etc.).The Contractor shall not retain any data, copies or information after returning the data to DHR and DJS.
10. Match for DJS, the DJS documentation of determination of need (sign-off) information with the DJS submitted claim information to ensure the claim meets the determination of need requirement. DJS will provide the Contractor with the sign-off or documentation of determination of need information. The Contractor shall ensure that there is a sign-off for each claim prior to submitting to MMIS.
11. Submit a monthly report to DHR and DJS in PDF format, fully detailing all denied and suspended claims, as well as a list of any claims that have not been submitted and the reason or reasons for denial or non-submission.
12. Meet with DHR staff to discuss current Provider enrollment and Provider Training procedures no more than once monthly or as directed by the State Project Manager. From these discussions, the Contractor shall assess the current claims submission process to ensure that DHR is in compliance with federal regulations as they relate to participating Providers. The Contractor shall also recommend any changes to DHR and DJS in order to come into compliance with the federal regulations or to improve the Medicaid Claims submission process.
    * + 1. **Security Requirements for Electronic Submission of Claims**

The Contractor shall:

1. Require user login authentication with assigned user-id and secure password. See Section 3.5.2.4 E below.
2. Support the following website user rights/roles:

1. Contractor and DHR Administrators/Project Managers shall:

1. Create, update and read claims.
2. Add, delete and modify the roles of users.

2. Providers shall:

1. Load, update, read, and delete its own claims.
2. Only be allowed to access their own claims; not claims of other Providers.
3. Have all claims approved by a supervisor of the Provider. The website shall permit electronic sign-off of approved claims by the Supervisor (or not yet approved).
4. Once approved, a claim may not be changed or deleted unless the claim’s approval was removed by a Provider Supervisor.
5. Only approved claims shall be processed by the Contractor for transmittal to MMIS.

3. Contractor shall:

1. Read and process claims from all Providers. Contractors shall not be permitted to load, update, or delete claims on the website.

4. State DHR CARM staff shall:

1. Add, edit, delete and review DHR claims and their status.
2. View all DHR RA.

5. State DJS staff shall:

1. View all DJS claims and their status.
2. View all DJS RA.
3. Include a permission management policy to manage access to specific records and data fields.
4. Record in a transaction log all website transactions that add, change or delete claims. At a minimum, the log shall track the transaction’s date, time, user id, claim content added/changed/deleted,
   * + 1. **The Contractor shall comply with the following OTHS Technical Requirements:**
5. **Contractor-owned Computer Equipment**

The Contractor shall not connect any of its own equipment to DHR’s

LAN/WAN without prior written approval by DHR. Examples of equipment would include, but not be limited to, PCs, printers, routers, switches and servers, and thumb drives.

DHR shall provide equipment as necessary for support that entails connection to DHR’s LAN/WAN, or give prior written approval as necessary forconnection of the Contractor’s equipment. If equipment is added without the approval of the State, the State shall have the right to confiscate that equipment without notice to the Contractor.

1. **State IT Security and Policy Standards**

The Contractor shall comply with and adhere to the DoIT IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the Maryland State IT Policy and Standards are available on-line at [**http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx**](http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx)

Failure to comply with State security requirements on the part of the Contractor or any of its designees will be regarded as a breach of the Contract and will be followed by termination for default.

1. **DHR Network Requirements**

The Offeror’s response to this RFP shall include a plan for accommodating DHR’s current network security features:

1. Access to Electronic Information Resources – The Contractor shall implement firewalls to deny all access to information resources except to that which has been explicitly authorized. Firewalls are used to secure and segment data and systems.
2. Confidentiality of Data and Systems –The Contractor shall not grant access to information resources without the written consent of the State Project Manager.
3. Encryption – The system shall provide secure access to the data using SSL encryption as required by HIPAA.
4. Auditing – The system shall require that all changes to information resources are documented and stored on a secure server. All users shallbe uniquely identified. Group or shared ids are prohibited. The following minimum set of events/actions shallbe logged and kept as required by State and federal laws/regulations:
5. Additions, changes or deletions to data produced by IT systems
6. Identification and authentication processes;

c. Actions performed by system operators, system managers, system engineers, technical support, data security officers, and system administrators and system end users. End users will have the permissionroles that are defined in 3.5.2.3 Item B.

d. Emergency actions performed by support personnel and highly privileged system and security resources

The audit trails shall include at least the following information:

* + Date and time of event
  + User IDof person performing the action
  + Type of event
  + Asset or resource name and type of access
  + Success or failure of event
  + Source (terminal, port, location, IP address) where technically feasible
  + Identification and authentication processes
  + The system shall follow minimum auditing requirements to be in compliance with HIPAA requirements as defined by the United States Department of Health and Human Services.

1. Security Incidents – The Contractor shall thoroughly investigate and document all security incidents. The Contractor shall notify the State Project Manager within twenty-four (24) hours upon initial detection of incident. The Contractor shall follow published and accepted proceduresdescribed in National Institute of Standards and Technology Special Publication 800-61 Revision 2 Computer Security Incident Handling Guide until complete containment of the security breach. At a minimum the following events shall be reviewed once a year:
   1. Three failed attempts per userto access or modify security files, password tables or security devices.
   2. Disabled logging or attempts to disable logging.
   3. Two or more failed attempts to access or modify confidential information within a week (5 business days).
   4. Any unauthorized attempts to modify software or to disable hardware configurations.
2. The Contractor shall install all applicable security patches and/or hot-fixes recommended by the hardware or software vendor. The Contractor shall disable services and applications not serving business requirements.
3. The system shall restrict services and applications not for general access by access control lists.
4. The Contractor shall replace unsecure services or protocols with more secure equivalents whenever such exist. For example, HTTPS (HTTP over SSL Encryption) shall be used for web page authentication and FTPS (secure file transfer protocol), etc.
5. The Contractor shall participate in quarterly review of standards, process, logs, configurations with DHR.
6. **Security at State Sites**

When visiting State facilities, the Contractor shall adhere to all State security requirements. This includes presenting photo ID, providing information for the obtaining of State-issued Contractorbadges, and wearing Contractorissued and Stateissued security badges prominently when inside State facilities and presenting ID upon request at any time.

The Contractor shall:

1. Abide by the State’s policies and procedures in force at each site.
2. Ensure that all staff working under this Contract agree to familiarize themselves with the requirements of the State of Maryland Information Technology Security Policies and any accompanying State and federal regulations, and shall comply with all applicable requirements in the course of this Contract, including cooperation and coordination with the auditors, Department of Budget and Management and other compliance officers.
3. Ensure Contractor equipment shall meet or exceed DHR’s standards for virus protection and security.
4. Not install or attach any of its equipment to the State LAN/WAN without express written permission from DHR.Blanket authorization may be obtained that would permit the Contractor to use required diagnostic tools to identify and resolve issues. Failure to comply with state security requirements on the part of the Contractor or any of its designees will be regarded as a breach of the Contract and maybe followed by termination for default.
5. **Password Requirements**

The web-based software shall require a secured login and password to access to the system. The website shall force users to change temporary passwords at the first logon and shall prohibit password reuse by not allowing the last ten (10) passwords to be reused with a minimum password age of at least two days.Three failed attempts per user to access or modify security files, password tables or security devices shall lock out the User account.

Passwords shall not:

1. Be the same as the user id
2. Be stored in clear text
3. Be displayed on the screen
4. Contain leading or trailing blanks

Passwords shall:

1. Be changed every forty-five (45) days
2. Be a minimum of eight characters and consist of mixed alphabetic and numeric characters
3. Not consist of all numbers, all special characters, or all alphabetic characters
4. **Confidential Information Security Requirements**

The website shall keep confidential information from public disclosure. Confidential Information is non-public information that if disclosed could result in a high negative impact to the State of Maryland, its’ employees or citizens and may include information or records deemed as private, privileged or sensitive. This includes, but is not limited to, information that contains Personally Identifiable Information (PII), Social Security Numbers (SSN), Names, Phone Numbers, Address, and Date of Birth. Therefore the Contractor’s website shall meet HIPAA guidelines for security and encryption set by U.S. Department of Health & Human Services.At a minimum the system shall secure HTTPS protocol with 128 bit encryption for access by the system users.

1. **Authorization**

The website shall implement the following authorization controls:

1. Implement a documented process to ensure that access privileges are verified at least annually;
2. Implement an automated process to ensure that individual user sessions either time out or initiate a password protected screen saver after a period of fifteen (15) minutes of inactivity;
3. Implement a documented process to ensure that access rights reflect changes in employee/contractor status within twenty-four (24) hours of the change;
4. Implement a documented process to ensure that physical and logical access is immediately disabled upon a change in employment status where appropriate;
5. Implement an automated process to ensure that user ids are disabled after sixty (60) days of inactivity unless they are extended through the explicit approval of the Information Custodian (Note: Functional ids may be exempted from this requirement);
6. Implement a documented process to ensure that all default access capabilities are removed, disabled, or protected to prevent unauthorized use;
7. Implement a process/system to ensure that access privileges are traceable to a unique user id; and
8. Implement an automated display, after a successful logon, showing the date and time of last successful logon and the number of unsuccessful logon attempts since the last successful logon.
9. **Performance**

The website shall allow for up to 200multiple concurrent users without performance issues.

1. **External Database Interfaces**

The websiteshall be capable of importing and populating data from various sources and from files formatted in common formats such as XML, Excel, CSV (comma delimited, Access, etc.).

1. **Post-Implementation Technical Support Services**

The Contractor shall make available personnel resources for phone and on-site support during normal business hours to provide technical support. The Contractor shall follow the Work Order Process for providing technical support to DHR. (See Section 3.5.2.5 Work Order Process)

* + - 1. **Work Order Process**

The State Project Manager will determine on an as needed basis the need for post-implementation technical support services via an approved Work Order. The Work Order process is only applicable on post-implementation technical tasks as designated by the State Project Manager. The process for a Work Order request is as follows:

1. The State Project Manager shall e-mail a Work Order request to the Contractor to provide post-implementation technical services. The request may include:
2. A description of the services needed;
3. Performance objectives and/or deliverables, as may be applicable;
4. Due date and time for submitting a response to the request; and
5. Other specific information as requested from the Contractor.
6. The Contractor shall e-mail a response to the State Project Manager within the specified time and include at a minimum:
7. A response that details the Contractor’s understanding of the technical support request;
8. Identification of activities that can be completed via phone versus those that must be completed onsite; and
9. The personnel resources, including subcontractors, and estimated hours to complete the task.
10. The State Project Manager will review the response and will either approve the work or contact the Contractor to obtain additional information, clarification or revision to or withdrawal ofthe request. If satisfied, the State Project Manager will then e-mail the Contractor with approval to proceed.
    * + 1. **Problem Escalation Procedure**

The Contractor shall:

* 1. Maintain a Problem Escalation Procedure for both routine and emergency situations. This Procedure shall state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within specified timeframes.
  2. Provide its Problem Escalation Procedure to the State Project Manager no less than ten (10) business days prior to the beginning of the Contract, and within ten (10) business days after the start of each Contract year (and within 10 business days after any change in circumstance which changes the Procedure). The Problem Escalation Procedure shall detail how problems with work under the Contract 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, e-mail address, etc.) for progressively higher levels that would become involved in resolving a problem;
6. Contact information (same as above) 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 State Project Manager of any changes to the Problem Escalation Procedure.
   * + 1. **Data Security Requirements**

In order to prevent a security incident, as defined under the HIPAA Security Rule at 45 CFR Parts 160 and 164, Contractor shall not access, store, use, disclose or transmit Contract Data except as permitted as follows:

1. Contractor shall have no ownership rights in the Contract Data, or in any data derived or extracted from the Contract Data.
2. Contractor shall implement administrative, physical, and technical safeguards that protect the confidentiality, integrity, and availability of the Contract Data, and that prevent access to, use of or disclosure of the Contract Data other than as provided for by this Agreement. Such safeguards shall include, but not be limited to:
   * + 1. Protecting Contract Data from inappropriate use, either by using password and user ID, or other mechanism, or by restricting access to any database containing Contract Data.
       2. Implementing security mechanisms and processes established for protecting access to all databases necessary to perform services under this Contract, including use of firewall and virus checking software.
       3. If the State gives Contractor access to any State database or any State client's database or information, Contractor shall provide the State with a list of personnel who have access to such database information and shall provide the State with prior notice of any change in personnel whenever the change requires a termination or modification of any password, user ID or other access mechanisms.
       4. Ensuring that all cached Contract Data will be automatically cleared at the end of each user session and shall not thereafter be available for viewing on the local computer.
       5. Ensuring that all hardware used to access Contract Data from a home office shall be used only by Contractor's employees and only for Contractor's business.
       6. Prohibiting employees from storing any of the Contract Data or copies of the Contract Data on any local hardware device.
       7. Ensuring that no Contract Data on any portable media or devices that may be transported off Contractor's premises except when copying data onto storage media for transport to State personnel.
       8. Storing the data of DHR and DJS in a secure location, in an encrypted format, so only authorized personnel in the Contractor’s organization are able to access. The data is not to be shared with any outside entity except MMIS.
       9. Furnish to the State, upon request, a description of the steps it has taken to protect the security of the Contract Data and shall allow authorized representatives of the State access to the premises where the Contract Data is stored or accessed, for the purpose of inspecting physical security arrangements.
       10. Not transmit any personally identifiable Contract Data in non-secure transmissions over the Internet or any wireless communication device, unless the Contract Data is "de-identified" in accordance with HIPAA Security Rule at 45 CFR Section 164.514(b)(2) or encrypted in accordance with industry standards.
       11. Adopt employee policies and procedures to ensure that its employees comply with the requirements of this Agreement.
       12. Provide the name of the designee who will serve as custodian of the Contract Data and who will oversee the Contractor's compliance with this Section of the Agreement.

Notwithstanding any other provision concerning the term of this Contract, all protections pertaining to the Contract Data shall continue to apply until such time as the Contract Data is returned to the State and all copies remaining with the Contractor destroyed.

* + - 1. **Service Level Agreement**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Problem Level** | **Definition** | **Phone Response** | **Response Availability** | **Resolution Time** |
| High | Total customer outage or an outage having an impact on a customer’s business, affecting the majority of Users or major applications. | 1 business day | 5 days/week (business days), 8 a.m. - 5p.m. | Problem shall be resolved within 24 hours of report. |
| Medium | Problem affecting a single individual or a small User group. An alternate bypass may be available. | 2 business days | 5 days/week (business days), 8 a.m. - 5p.m. | Problem shall be resolved within 48 hours of report. |
| Low | Problem that is inconvenient and not critical to customer’s business. | 5 business days | 5 days/week (business days), 8 a.m. - 5 p.m. | Problem shall be resolved within 72 hours of report. |

1. **High Problem Level**

For example, the Contractor’s system goes down and daily attendance data cannot be submitted by Providers and/or claims cannot be processed and submitted to the MMIS system on time.

1. **Medium Problem Level**

For example, the Contractor’s system experiences problems producing monthly reports for DHR detailing claims processing performance for reporting period.

1. **Low Problem Level**

For example, the **server** is not operational for one or more users during scheduled unavailability (either a scheduled downtime or during the regularly scheduled hours of unavailability). Another example is that a major function of the server is reported as non-operational during the time for which normal service is not available. All enhancement requests received after hours by the Contractor are automatically logged as Low Priority, but are reviewed by the Contractor and relayed to the State Project Manager for prioritization and authorization, as applicable.

* + - 1. **Business Continuity and Disaster Recovery**

The Contractor shall have in place a working disaster recovery plan such that continuity of operations of Deliverables and preservation of data are assured in the event of a major disruption of normal operations at the Contractor's and/or subcontractors' facilities. Also, Contractor and subcontractors shall be able to continue providing Deliverables in the event of an extended disruption of operations at DHR, DJS or DHMH, which causes either agency to implement their disaster recovery plans. That is, Contractor and subcontractors shall be able to continue interfacing with DHR, DJS and/or DHMH personnel and equipment (e.g. websites) at the agency's disaster recovery sites once they are operational.

The Contractor shall have clear approaches to:

1. Working with DHR and DJS to create a technical solution to provide continuous operations of the services in this RFP;
2. Ensuring the preservation and availability of DHR/DJS’ critical data in the event of a disaster;
3. Creating and updating a Business Continuity Plan during the Contract period. The initial plan shall be submitted within sixty (60) days of the NTP. The State Project Manager will review and approve the plan or recommend changes as necessary. The final plan shall be delivered 120 days of the NTP;
4. Ensuring that the Disaster Recovery Plan meets or exceeds the guidelines and all audit specifications listed in the disaster recovery documents available on the Department of Information Technology’swebsite (<http://doit.maryland.gov/support/Pages/SecurityDisasterRecovery.aspx>)

**3.6 Reports**

**3.6.1** For each written report, draft and final, the Contractor shall submit to the State Project Manager one hard copy and one electronic copy compatible with Microsoft Office 2003, Microsoft Project 2000 and/or Visio 2000.

When required, drafts of all reports shall be submitted to the State Project Manager at least two weeks in advance of when all final reports are due, unless a different time frame is requested. Written reports defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable and may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but shall:

1. Be presented in a format appropriate for the subject matter and depth of discussion.
2. Be organized in a manner that presents a logical flow of the deliverable’s content.
3. Represent factual information reasonably expected to have been known at the time of submittal.
4. Present information that is relevant to the Section of the deliverable being discussed.
5. Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

**3.6.2** Upon completion of a report, the Contractor shall sendeach report in final form to the State Project Manager for acceptance.

**3.6.3** Awritten report defined as a final document must satisfy the scope and requirements of this RFP for that report. Final written reports shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

1. Be presented in a format appropriate for the subject matter and depth of discussion.
2. Be organized in a manner that presents a logical flow of the report’s content.
3. Represent factual information reasonably expected to have been known at the time of submittal.
4. Present information that is relevant to the Section of the report being discussed.

**3.6.4** Upon receipt of a final report, the State Project Manager shall commence a review of the report as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the State Project Manager shall issue to the Contractor notice of acceptance or rejection of the reports.

In the event of rejection, the Contractor shall correct the identified deficiencies or non-conformities. Any deficiencies found in reports must be corrected within five working days of being notified by the State Project Manager. Subsequent project tasks may not continue until deficiencies with a report are rectified and accepted by the State Project Manager or the State Project Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State’s issues have been addressed and resolutions are accepted by the State Project Manager, the State Project Manager will incorporate the resolutions into the deliverable and resubmit the report for acceptance. Accepted reports shall be invoiced within 30 days in the applicable invoice format (See Section 2.23 Payment Terms/Billing).

* 1. **DELIVERABLES**
     1. Any Deliverables produced shallbe produced in a version of software that is compatible with DHR’s current and future version. For example Microsoft Office 2003 - MS Word, PowerPoint, Excel etc, Adobe version 7.

3.7.2 The State required Deliverables/Reports are defined below. Within each task, the Contractor may suggest in their Proposal other subtasks or reports to improve the quality and success of the project.Unless otherwise indicated, all Deliverables/Reports shall be submitted to the State Project Manager (ref. Section 1.9) as follows:

## DELIVERABLE DESCRIPTION / ACCEPTANCE CRITERIA

|  |  |  |  |
| --- | --- | --- | --- |
| **Ref. #** | **Deliverable**  **Name** | **Deliverable Description / Acceptance Criteria** | **Deliverable Frequency** |
| 3.7.2.1 | Submitter ID Form and Trading Partner Agreement | Submitter ID and Trading Partner Agreement completed and valid Submitter ID issued by DHMH. | NTP + 15 Calendar Days |
| 3.7.2.2 | Software & Database | Make operational in Contractor’s software and database all procedure codes, business codes and edits to prepare for submission of Medicaid claims. Submit a report confirming all the above work is completed. | NTP + 15 Calendar Days |
| 3.7.2.3 | HIPAA-compliant test data | Complete submission to DHMH Commerce Desk. | NTP + 15 Calendar Days |
| 3.7.2.4 | Test Results Report | MS Word Document that:   * Provides screen capture test results * Documents of steps performed in testing * Confirms clearance to advance to submission stage. | NTP + 20 Calendar Days |
| 3.7.2.5 | Match Report of DJS Documentation | Match the DJS documentation of determination of need (sign-off) information with the DJS submitted claim information to ensure that the claim meets the determination of need requirement. | Monthly within 10 business days of receipt from DJS |
| 3.7.2.6 | Monthly Report for un-submitted claims | Electronic file to DHR and DJS fully detailing all un-submitted claims and the reason or reasons it was not submittedto MMIS. | Monthly within 15 business days of receipt of submitted claims from DHR Providers/DJS |
| 3.7.2.7 | Convert Provider Medicaid Claims to HIPAA-Compliant 837-P Format | Convert Medicaid Claims obtained from DHR Providers and DJS into HIPAA-Compliant 837-P Format using Contractor’s software. | Monthly within 10 business days of receipt of claim submission from DHR/DJS |
| 3.7.2.8 | HIPAA Compliant 837-P Format claims | After conversion the claims shall be forwarded to MMIS for processing. | Monthly within 15 calendar days from receipt of claim submission from DHR/DJS. |
| 3.7.2.9 | Convert RA | Obtain RA and convert to readable format and send to DHR and DJS including all claims information and details for denials or suspensions. | Monthly within 15 calendar days from receipt of claim submission from DHR/DJS. |
| 3.7.2.10 | Project Schedule | The project schedule shall include all major tasks, dates, resources and percent complete that will be required to complete the project. The project work schedule shall be developed using MS Project 2000 or a version compatible with MS Project 2000. | NTP + 7 Calendar Days |
| 3.7.2.11 | Training Plan&Training Materials | The training plan shall include “Train the Trainer” sessions with DHRstaff and training materials (written and electronic format).Contractor shall propose other forms of training for Providers, including online training. | Initial Plan due NTP +30 Calendar Days. Final Plan due NTP + 90. |
| 3.7.2.12 | Project Management Plan | This plan shall define how the Contractor will apply its project management methodology to maximum benefit to the State.Plan shall meet the requirements in 3.5.2.1 C. | NTP + 7 Calendar Days |
| 3.7.2.13 | Communications Plan | This plan serves as the guideline to manage communications, including status reporting and other key communications.Plan shall meet the requirements in 3.5.2.1 D. | NTP + 7 Calendar Days |
| 3.7.2.14 | Cost Management Plan | This plan shall define how the Contractor will contain cost in the project to the benefit of the state.Plan shall meet the requirements in 3.5.2.1 E. | NTP + 7 Calendar Days |
| 3.7.2.15 | Quality Management Plan | Plan to address how Contractor shall address Project deliverable review procedures, document repository and control and decision support and prioritization. Plan shall meet the requirements in 3.5.2.1 F. | NTP + 7 Calendar Days |
| 3.7.2.16 | Human Resource Management Plan | The Human Resource Plan shall name key contractor personnel and clearly describe all resource requirements, roles and responsibilities.Plan shall meet the requirements in 3.5.2.1 G. | Initial Plan due with response to RFP. Final Plan due NTP + 7 Calendar Days |
| 3.7.2.17 | Agency Review of Procedures and Compliance | An assessment of the current Provider enrollment, documentation procedures and overall compliance with the federal regulations. | NTP + 15 Calendar Days |
| 3.7.2.18 | Summary of Assessment | A summary of recommended changes to DHR and DJS in order to come into compliance with the federal regulations or to improve the Medicaid claims submission process. | NTP + 60 Calendar Days |
| 3.7.2.19 | Business Continuity and Disaster Recovery Plan | The plan shall assure continuity of operations of Deliverables and preservation of data in the event of a major disruption of normal operations at the Contractor's and/or subcontractors' facilities. | Initial Plan due NTP + 60 Calendar Days. Final Plan due NTP + 120 Calendar Days |
| 3.7.2.20 | Bi-Weekly Status Report | A Microsoft document that summarizes the meetings held, documents developed, risk review, issue review and budget overview during the implementation of the Contract. | Monthly by the 15th and 30th day of each month |
| 3.7.2.21 | Monthly Summary Report | Monthly summary report of the work performed during the prior month. | Monthly by the 15th of the month |
| 3.7.2.22 | Implementation and Go Live of Web-based System | The online electronic Medicaid claims submission system shall be functional and operational. | Due within NTP + 180 Calendar Days |
| 3.7.2.23 | Web-based System Hosting, Maintenance and Support | The Contractor will provide on-going support for the online systemusing a toll-free phone support and e-mail based support at a minimum of 8:00a.m. to 5:00p.m. on business days (Monday to Friday). | Daily |
| 3.7.2.24 | Report Transmittal Form | A summary of all reports listed for the claiming cycle. | Due monthly by the 15thday of the month |
| 3.7.2.25 | Denied Claims Summary | Monthly Denied claims are categorized by denial code and analyzed to confirm the MMIS determination. | Due monthly by the 15thday of the month for the preceding month’s activities |
| 3.7.2.26 | Denied Claims Detail (Overall) | Same report as the Denied Summary Report with additions from 9 months prior of submitted claims. | Due monthly by the 15thday of the month for the preceding month’s activities |
| 3.7.2.27 | Remittance Advice Summary | This report provides a cumulative summation of all claims billed, paid, denied, and suspended, listed by remittance period | Due monthly by the 15thday of the month for the preceding month’s activities |
| 3.7.2.28 | Submitted Services by Provider | This report identifies the Provider Name, Provider Type, Facility ID number, number of claims received for each Provider for the remittance month | Due monthly by the 15thday of the month for the preceding month’s activities |
| 3.7.2.29 | Paid Claims by Provider | This report identifies all claims paid by MMIS, and includes the identity of the Provider and service month. | Due monthly by the 15thday of the month for the preceding month’s activities |
| 3.7.2.30 | Trend Analysis | This report gives descriptive details regarding the providers monthly claim submission activity on a color coded chart updated monthly. | Due monthly by the 15thday of the month for the preceding month’s activities |
| 3.7.2.31 | Crosstab of Service Month to Payment Month | This report shows the details of the services submitted each month by provider and what was paidfor remittance in the past 13 months(for budgeting). | Due monthly by the 15thday of the month for the preceding month’s activities |
| 3.7.2.32 | Invoice Report | This report describes the summary of claiming activities that has been processed and submitted for the claiming month. | Due monthly by the 15thday of the month for the preceding month’s activities |
| 3.7.2.33 | Quarterly Report of Economic Benefits Attained | The report shall identify the economic benefits committed to this project as stated in the Contractor’s Proposal for the report year and the economic benefits attained during the report quarter. | Due by the 15th of the month following the end of the report quarter |
| 3.7.2.34 | Ad Hoc Reports | This report is as requested report of any information outside of the regular reports that are produced. | Due when requested |
| 3.7.2.35 | Provider Documentation Reviews and Training Report | Once yearly report with updates of any on-going or needed changes to the process, review instrument and templates. | Due 30 days prior to end of each Contract year and within 30 Calendar Days of any change or training. |
| 3.7.2.36 | Provider Training to use the web-based system | Submit report on completion of Provider training. | Due within 7 days prior to implementation of the web-based system. |
| 3.7.2.37 | *Transition-In* Plan | The Contractor shall have clear approaches to *Transition-In* activities and describe the Contractor’s strategy to successfully accomplish a seamless transition between incumbent Contractor’s team and its team. Plan shall specifically address in detail as described in 3.10. | Initial Plan due with the Proposal. Final Plan due within 7 days after award. |
| 3.7.2.38 | *Transition-Out* Plan | The Contractor shall submit a revised system documentation report. This system documentation report shall reflect and document all changes, enhancements, modifications, and services provided to DHR under this Contract. The Contractor shall deliver one hard copy of the report and at least one electronic copy on CD in MS Word or applicable medium (PDF) format. | The beginning of the 3rd year of the Contract. |

Final invoice payment is contingent upon receipt of all deliverables/reports identified above.

**3.8 Contractor’s Project Manager Minimum Qualifications**

The Contractor shall designate an individual to serve as the Contractor’s Project Manager. The Contractor’s Project Manager shall be available to discuss the day-to-day operations of the project as well as attend any meetings pertaining to the same. Meeting dates, times and location(s) will be provided in advance.

The Contractor’s Project Manager shall have a minimum of:

1. 5 years project management experience(AND)
2. 3 years experience managing government projects (AND)
3. 3 years experience managing transaction based claims processing projects(OR) 3 years experience leading projects requiring interface with technical and program staff in the defining of requirements for an automated system solution (AND)
4. Master’s or Bachelor’s degree in Business, Information Systems or Social Work, or related discipline.

**3.9 Contractor Minimum Qualification**

The Contractor shall posses five (5) years of Medicaid program and technical experience and knowledge; and two years of specific knowledge of Child Welfare and Rehabilitative Claims.

**3.10 Transition-In Services (30 Day Period)**

The Contractor shall coordinate with the State Project Manager and all parties concerned to have smooth *Transition- In* Services. The initial *Transition-In* Plan shall be submitted with the Proposal. The Contractor shall have clear approaches to *Transition-In* activities and describe the Contractor’s strategy to successfully accomplish a seamless transition between incumbent Contractor’s team and its team, and include a clear breakdown of tasks and responsibilities, including those tasks that will be the responsibility of DHR during the transition. The plan shall also include a section detailing how development work and knowledge transfer activities will be accomplished as well as a strategy for testing.

The *Transition- In* Plan shall specifically address in detail:

1. Milestones and deliverable dates.
2. The key transition personnel and their respective role.
3. The required involvement of the incumbent contractor, State Project Manager and staff, other State resources, and any third-party involvement required during the transition period.
4. Risk assessment and mitigation recommendations/solutions.
5. A clear set of tasks, objectives, outcomes and timeframes for work activities, processes, people, services, knowledge and documentation associated with the Contractor’s new team, and processes for the following:
6. Submitter ID and Trading Partner Agreement
7. Loading of software and databaseprocedure codes, business codes and edits to prepare for submission of Medicaid claims.
8. Testing and clearance from DHMH Commerce Desk.

**3.11 *Transition-Out***

1. The Contractor’s response to this RFP shall clearly outline the approach to *Transition-Out* activities. *Transition-Out* activities apply to the end of the initial Contract period (three years). The Contractor’s response shall describe the strategy to successfully accomplish a seamless transition between the Contractor’s team and services and the new contractor’s team and services.
2. At one year (365 calendar days) before the end of the Contract’s base period, the Contractor shall submit to the State Project Manager the *Transition-Out* Plan. The plan shall include specific approaches and schedule to transition between the Contractor’s team and the new contractor’s team and clearly identify the tasks and level of effort. The plan shall include a clear breakdown of tasks and responsibilities, including that which will be the responsibility of DHR during the transition. This plan shall include an entire system test activity to demonstrate competency of the new contractor and capability to deliver reliable service to DHR.

The Contractor shall:

1. Report any outstanding deliverables and/or tasks and time frames for completion.
2. Provide a strategy for ensuring that all Contract documentation has been updated to reflect all changes, enhancements, modifications, etc., and has been delivered to DHR. Documentation shall be written in plain English and be by hardcopy and at least one electronic copy on CD in MS Word or applicable medium (PDF) and format at time of turnover.
3. Assure that all required support training, and transition information has been transitioned to the State Project Manager.
4. Assure that all electronic data files from the Contractor’s system have been made available on CD or other applicable medium and format (determined) at the time of turnover.
5. Cooperate with facilitating the transfer of operations prior to the expiration of the Contract.
6. Submit a final turnover plan that contains a description of the resources that the Contractor will commit and the functions that the Contractor will perform, along with time frames, in transferring the operation to the successor contractor.
7. Complete all turnover activities as provided for in the Contractor’s turnover plan and within DHR-approved timeframes that will enable the successful takeover of the operation with no delays or decreases in services.
8. Cooperate with the incoming Contractor and provide requested documentation by the defined deadline, participate in meetings, completed assigned tasks in accordance with the incoming Contractors work plan, and behave in a courteous, and professional manner at all times in order to effectuate a seamless transition.
9. Work during the *Transition Out* period as if time is of the essence, because this period of time provides an opportunity for the new Contractor staff to gain a full understanding of the technical environment in order to provide all the services outlined in this RFP and thereby support all system users.
10. No less than thirty (30) calendar days before the end of the Contract during the *Transition-Out* phase, submit a revised system documentation report. This system documentation report shall reflect and document all changes, enhancements, modifications, and services provided to DHR under this Contract. The Contractor shall deliver one hard copy of the report and at least one electronic copy on CD in MS Word or applicable medium (PDF) format.

**3.12 Post-Award Orientation Conference**

Within one week afterBPW approval, the State’s Project Manager, the Contractor’s Project Manager, and any other State or Contractor staff deemed appropriate shall attend a Post-Award Orientation Conference. The purpose of the Post-Award Orientation Conference is to discuss service delivery, invoice processing, monitoring, other Contract terms and conditions, and the NTP. The date, time and location of the Post-Award Orientation Conference will be indicated to the successful Offerorupon notification of award.

**“THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK”SECTION IV. REQUIREMENTS FOR PROPOSAL PREPARATION**

**4.1 Two Volume Submission**

The selection procedure for this procurement requires that the technical evaluation and ranking of the Proposals be completed before the Financial Proposals are distributed to the Evaluation Committee. Consequently, each Proposal shall be submitted simultaneously as two separate enclosures as indicated in Sections 4.2 (Volume I – Technical Proposal) and 4.3 (Volume II – Financial Proposal).

An original, to be so identified, and **four (4)** copies of both the Technical and Financial Proposal must be received by the Procurement Officer by **(June 5, 2013) at 2:00 PM EST** in order to be considered.

**The envelope of each Proposal must be labeled as follows:**

* NAME OF OFFEROR
* SEALED PROPOSAL – **Department of Human Resources**

**REHABILITATIVE CLAIMS SUBMISSION AND PROVIDER REVIEWS**

* Agency Control Number: **OBF/GMD 13-001 S**
* PROPOSAL DUE DATE & TIME: **(June 5, 2013) at 2:00 P.M. EST**
* PROCUREMENT OFFICER: **AungHtut**
* ROOM #: **946**

**4.2 Volume 1 - Technical**

The Technical volume shall be prepared in a clear and precise manner. It shall address all appropriate points of this RFP except the price information and all pages shall be consecutively numbered. This volume shall contain the following sections:

1. **Transmittal Letter**

A Transmittal Letter prepared on the Offeror's business stationery shall accompany the Proposal. The purpose of this letter is to transmit the Proposal; therefore, it should be brief. The letter shall contain the title of the solicitation, the Offeror’s completer legal name as registered with the State Department of Assessments & Taxation, federal tax identification or social security number, address, telephone number, fax number and e-mail address. If the Offeror has registered with *eMM*, provide the *eMM* registration number. The letter shall be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the Proposal. The letter shall also acknowledge any addenda to the RFP that were received.

**An Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted as an attachment to the transmittal letter. A Proposal that takes exception to these terms may be rejected.**

1. **Table of Contents**

**All pages shall be numbered and Section headings provided for each subject listed below.**

1. **Understanding the Problem (see C below)**
2. **Qualifications (see D below)**
3. **Proposed Service (see E below for formatting)**
4. **References (see F below)**
5. **Other State of Maryland Contracts (see G below)**
6. **Financial Responsibility & Stability (see H below**
7. **Economic Benefits to the State of Maryland (see I below)**
8. **Additional Information (if applicable – see J below)**
9. **Company Literature (if applicable – see K below)**
10. **Forms (that must accompany the Proposal - see L below)**
11. **Understanding the Problem**

This section shall provide a detailed description of the Offeror’s understanding of the Objectives and Scope of this RFP.

1. **Qualifications**

A description of the Offeror’s qualifications shall clearly show in detail any related experience providing claims submissions services, as well as the Offeror’s capabilities, ability to meet testing timelines and established timeframes, approach and solution to address the requirements outlined in Section 3.

**(Note: any professional licenses, certificates, etc. required of the Offeror should be included here.)**

1. **Proposed Service**  
   This section shall contain the Offeror's proposed Work Plan to achieve the Requirements of the RFP (Section 3.5). The Offeror’s Work Plan shall describe in detail how the proposed services or product will satisfy the State requirements or conditions. Any special equipment requirements or approaches shall also be explained in this section. The Work Plan shall be prepared in the same sequence as, and also contain **Compliance with RFP Specifications Section 3.5as follows:**

**Section 3.5.1 Offeror Requirements**

**The qualifications and experience of any contractors or subcontractors indentified in the Proposal may be considered to determine if the Offeror meets the minimum requirements.**

**Section 3.5.2 Contractor Requirements**

Work Hours

Personnel/**Key Personnel**

This section shall include job descriptions and individual resumes for staff designated by the Offeror in its Proposal as being the Offeror’s Key Personnel who are to be assigned to this project if the Offeror is awarded the Contract. **The Offeror’s Key Personnel (the Contractor’s Project Manager, etc.) identified in the Offeror's Proposal are considered to be essential to the work being performed under this RFP**.

**(Note: any professional licenses, certificates, etc. required of the Offeror’s Key Personnel should be included here.)**

**3.5.2.1 Project Management**

Offerors must include their Initial TrainingPlan here.

**3.5.2.2 Functional Systems Requirements**

**3.5.2.3 Security Requirements for Electronic Submission of Claims**

**3.5.2.4 OTHS Technical Requirements**

**3.5.2.5 Work Order Process**

**3.5.2.6 Problem Escalation Procedures**

Offerors must explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner.

**3.5.2.7 Data Security Requirements**

**3.5.2.8 Service Level Agreement**

**3.5.2.9 Business Continuity and Disaster Recovery**

**Section 3.6 Reports**

Offerors shall describe how they intend meeting the timeline requirements for submission of reports.

**Section 3.7 Deliverables**

Offerors shall describe how they intend meeting the timeline requirements for completion of deliverables.

**Section 3.8 Contractor’s Project Manager Personnel Minimum Qualification**

Offerors must provide the name, contact information and qualification for their Project Manager.

**Section 3.9 Contractor Minimum Qualification**

Offerors shall provide the total years of Contractor’s Medicaid program and technical experience and knowledge and the total years of knowledge of Child Welfare and Rehabilitative Claims.

**Section 3.10 Transition-In (30 days)**

**Section 3.11 Transition-Out**

**Section 3.12 Post Award Orientation Conference**

Offerors must indicate their intention to attend the Post Award Orientation Conference.

1. **References:**  
   The Offerorshall supply three professional/business references to support the Proposal. The references shall be current, within three years, and identify the reference source, point of contact and telephone number. The Department shall have the right to contact any reference of its choosing as part of the evaluation process, including references not provided by the Offeror but otherwise known to DHR and DJS. DHR will notify the Offeror of any references contacted who were not identified by the Offeror.

**NOTE:**References from DHR or DJS personnel are not acceptable.

1. **Other State of Maryland Contracts**

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 have been completed within the last 5 years. For each identified Contract the Offeror is to provide:

* 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 if possible e-mail address)
* Whether the Contract was terminated before the end of the term specified in the original Contract, including whether any available renewal option was not exercised.

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.

1. **Financial Responsibility and Stability**

This section shall contain information to show that the Offeror has the capacity in all respects to perform fully the Contract requirements and the fiscal integrity and reliability to assure good faith performance. Examples of information that may be used to demonstrate requisite responsibility and stability include:

1. Audited financial statements for the past three years,
2. Dunn and Bradstreet report and rating,
3. Line of Credit from a Financial Institution approved by the State

Treasurer, or

1. Evidence of no less than six (6) months of working capital.

**Note:** 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 and financial reports, 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.

In addition, the Offeror shall describe any docketed or adjudicated civil or criminal litigation that could have a financial impact on the organization.

All financial information that is not otherwise publicly available, received in response to this section will be maintained as confidential information releasable only to those evaluating the technical Proposal. Other than the Procurement Officer, persons who will be given access to this information for evaluation purposes will have signed a Confidentiality Statement.

1. **Economic Benefit to the State of Maryland**

**DO NOT INCLUDE ANY DETAIL OF THE FINANCIAL PROPOSAL WITH THIS TECHNICAL INFORMATION. DO NOT INCLUDE ACTUAL DOLLAR AMOUNTS, USE PERCENTAGES ONLY.**

**Note: In providing the information required in this section, the Offeror should state its level of commitment per $100,000 of Contract value. In other words, for each $100,000 of Contract value, state how many Maryland jobs will be created, what Maryland tax revenue will be generated, how much will be paid to Maryland subcontractors, etc.**

Offerors shall submit with their proposals a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of any Contracts awarded as the result of this solicitation. 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.

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 State Project Manager or other designated agency 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.

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.

1. **Additional Information**

This section, which is optional, should include any additional information the Offeror deems relevant to this procurement as well as any information that meets the satisfaction of the State’s objectives.

1. **Company Literature**  
   If company literature or other material is intended to respond to any RFP requirements, it must be included in this section and the Offeror's responses in previous sections of the Proposal must include reference to the documents by name and page citation. Proposals submitted without these references and citations will be considered complete without need to refer to documents in this section for the Offeror's responses to RFP requirements.
2. **Forms**

**Include 1 original of each of the following forms in the original volume only:**

1. Bid/Proposal Affidavit **(Attachment B)**
2. Certification Regarding Lobbying **(Attachment F)**
3. Living Wage: Affidavit of Agreement **(Attachment G)**

**4.3 Volume II - Financial**

This volume should contain all price information for all services and products proposed. When determining prices, consider the appropriate Living Wage Requirements, if applicable. This volume must contain the following section:

Price Proposal – **Attachment A**

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**SECTION V. EVALUATION PROCEDURES**

**5.1 Evaluation Committee**

All Offerors' Proposals received by the closing deadline will be evaluated in accordance with the criteria listed in Section 5.5 by an Evaluation Committee established by the requesting State organization. The Committee may request additional technical assistance from any source.

**5.2 Reciprocal Preference**

The provisions of State Finance and Procurement Law Section 14-401 and COMAR 21.05.01.04 shall apply to this solicitation.

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 as described in COMAR 21.05.01.04. A resident business preference will be given if a responsible Offeror whose principal office or principal base of operations is in another State submits the most advantageous offer, and the State in which the non-resident’s principal operations through which it would provide the goods or services, 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. Therefore, a preference will be given to the highest ranked overall responsible offer from a Maryland firm over that of a nonresident firm if the State in which the nonresident firm is located gives a resident business preference. Where such a resident business preference is provided, the preference shall be the same as that provided by the State in which the nonresident business is located.

A nonresident Offeror submitting a Proposal for a State project shall attach to the Proposal a copy of any current statute, resolution, policy, procedure or executive order of the Offeror’s resident State that pertains to that State’s treatment of nonresident Offerors.

**5.3 Qualifying Proposals**

Qualifying Proposals are those Proposals received from responsible Offerors that are initially classified by the Procurement Officer as reasonably susceptible of being selected for award. Vendors whose Technical Proposals are not accepted will be notified in writing and the Financial Proposal will be returned unopened.

**5.4 Technical Evaluation**

The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without prior discussions or negotiations. The Evaluation Committee will rank the Proposals according to the criteria established in Section 5.5. No price data should be provided in the Technical Proposal. During this technical evaluation phase, the Procurement Officer shall reserve the right to enter into discussions with vendors. If discussions are held, all Offerors who are initially classified as reasonably susceptible of being selected for award, or potentially so, will be given an equal opportunity for discussion (see Section 2.26).

Those Proposals determined at any time to be not reasonably susceptible of being selected for award or Offerors determined to be not responsible will be dropped from further consideration in the awarding of the Contract.

A. RESPONSIBILITY

General

1. The procurement regulations in Title 21 of the Code of Maryland Regulations (COMAR) define a “responsible” Offeror as one “...who has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability which shall assure good faith performance.”
2. COMAR, Title 21, also requires that the Procurement Officer determine before awarding a Contract to an Offeror whether the Offeror is responsible. The determination of responsibility is based on the subjective judgment of the Procurement Officer about whether the Offeror meets the definition of a “responsible” Offeror.
3. In addition, the unreasonable failure of an Offeror to supply information promptly in connection with the determination of responsibility shall be grounds for a determination that the Offeror is not responsible.

**5.5 Criteria for Technical Evaluation**

The criteria that will be used by the Committee for the technical evaluation of the Proposals for this specific procurement are listed below in descending order of importance. Any oral presentations shall occur as part of the technical evaluation. Technical Proposals and Financial Proposals shall carry equal weight. Technical Proposals will be ranked according to the following major criteria:

**Evaluation Criteria**

## Understanding the Problem (Section 4.2 C), Qualifications (Section 4.2 D) and Proposed Services (Section 4.2 E)

## Key Personnel (Section 4.2 E)

## References and Other State of Maryland Contracts (Sections 4.2 F and G)

## Financial Responsibility and Stability (Section 4.2 H)

## Economic Benefit to the State (Section 4.2 I)

**5.6 Financial Evaluation**

The separate price volume of each qualifying Proposal will be distributed to the Evaluation Committee for all Proposals deemed reasonably susceptible of being selected for award following the completion of the technical evaluation. The Committee will determine the Grand Total 3-Year Contract Dollar Amount of each Proposal in order to establish a financial ranking of the Proposals, from lowest to highest Grand Total 3-Year Contract Dollar Amount.

**5.7 Best and Final Offers**

When it is deemed in the best interest of the State, the Procurement Officer may permit qualified Offerors to revise their initial Financial Proposal by submitting a Best and Final Offer. The Procurement Officer shall notify each qualified Offeror of the scope of the requested Best and Final Offer, and shall establish a date and time for their submission. The Procurement Officer may require more than one series of Best and Final Offers and discussions if the agency head or designee makes a determination that it is in the State’s best interest to do so. If more than one Best and Final Offer is requested, an Offeror’s immediate previous offer shall be construed as its best and final offer unless the Offeror submits a timely notice of withdrawal or another Best and Final Offer. The Procurement Officer may consult with and seek the recommendation of the Evaluation Committee during the Best and Final Offer process.

The State reserves the right to award the Contract without issuing a BAFO if it is determined to be in the best interest of the State.

**5.8 Debriefing of Unsuccessful Offerors**

Unsuccessful Offerors shall be debriefed upon their written request, provided the request is made within a reasonable period of time after receiving notice of not being recommended for award from the procurement officer. Requests for debriefings shall be honored by the Department at the earliest feasible time after the request is received. Debriefings shall be held in accordance with COMAR 21.05.03.06.

**5.9 Final Evaluation and Recommendation for Award**

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the Contract(s) to the responsible Offeror(s) who’s Proposal is determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP. In making the most advantageous Offeror determination, Technical Proposals and Financial Proposals shall carry equal weight.

Contract award, if any, resulting from the RFP is subject to appropriate State approvals. Awards exceeding $200,000 require approval of the State Board of Public Works.

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**SECTION VI. APPENDICES**

Attachment A Price Proposals (complete and submit with Financial Proposal)

Attachment B Bid Proposal Affidavit (complete and submit with Technical Proposal)

Attachment C Contract Affidavit (must be submitted within 10 working days after notification of apparent award and each renewal thereafter)

Attachment D Services Contract – *Sample* (must be submitted within 10 working days after notification of apparent award)

Attachment E Electronic Funds Transfer (form COT/GAD X-10) (mandatory for all Contracts expected to exceed $200,000 - includes base + options years – if a new registrant submit to the Comptroller’s Office upon notification of selection for award)

Attachment F Certification Regarding Lobbying (mandatory for procurements where Federal funds are used totaling $25,000 or more – complete and submit with Technical Proposal)

Attachment G Living Wage Requirements for Service Contracts and Affidavit of Agreement (complete and submit with Technical Proposal)

Attachment H Hiring Agreement (submitted within 10 working days after notification of apparent award if applicable)

Attachment I Certification Regarding Investments In Iran (complete and submit with Technical Proposal)

Attachment I-1 Investment Activities in Iran Act