

State of Maryland

DEPARTMENT OF HUMAN SERVICES

(DHS)

Maryland Child Support Administration

Request for Proposals (RFP)

Maryland State Directory of New Hires

RFP Number: csa/msdnh/20-001 s

Issue date: May 24, 2019

NOTICE

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace (eMM) https://emaryland.buyspeed.com/bso/ should register on eMM. See **Section 4.2**.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation.

**VENDOR FEEDBACK FORM**

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

**Title: Maryland State Directory of New Hires**

**Solicitation No: CSA/MSDNH/20-001 S**

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

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

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

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

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

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State of Maryland

Maryland Department of Human Services

(DHS)

 Maryland Child Support Administration

Key Information Summary Sheet

|  |  |
| --- | --- |
| **Request for Proposals** | ServicesMaryland State Directory of New Hires |
| **Solicitation Number:** | CSA/MSDNH/20-001 S |
| **RFP Issue Date:** | May 24, 2019 |
| **RFP Issuing Office:** | Maryland Department of Human Services (DHS) Maryland Child Support Administration |
| **Procurement Officer:** | Samuel EdufulMaryland State Department of Human Services311 W. Saratoga StreetBaltimore, Maryland 21201 |
| **e-mail:****Office Phone:** | Samuel.Eduful@Maryland.Gov410.767.7068 |
| **State Project Manager (SPM):****e-mail:****Office Phone:** | Vashti GreenMaryland State Department of Human ServicesChild Support Administration311 W. Saratoga StreetBaltimore, MD 21201Vashti.Green@Maryland.Gov410.767.8805 |
| **Proposals are to be sent to:** | Maryland Department of Human Services311 W. Saratoga Street, 9th FloorBaltimore, Maryland 21201Attention: Samuel Eduful |
| **Pre-Proposal Conference:** | June 7, 2019 at 9:30am to 12:00pm Local Time 311 W. Saratoga Street , Room 952, Baltimore Maryland 21201 |
| **Questions Due Date and Time** | June 18, 2019 at 2:00pm Local Time |
| **Proposal Due (Closing) Date and Time:**  | June 28, 2019 at 2:00pm Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see **page iv**). |
| **MBE Subcontracting Goal:** | 30% with the following subgoals: 7% for African-American MBEs, 0% for Asian-American MBEs,2% for Hispanic-American MBEs, and8% for Woman-Owned MBEs.  |
| **VSBE Subcontracting Goal:** | 1% |
| **Contract Type:** | Firm Fixed Price w/Fixed Rate Work Orders |
| **Contract Duration:** | The Contract will be for a three-year base period, inclusive of a thirty-calendar day (30) Transition-In period. The Contract also contains two (2) one-year options to be exercised at the State’s sole discretion.  |
| **Primary Place of Performance:** | Contractor’s LocationTBD |
| **SBR Designation:** | NO |
| **Federal Funding:** | YES |

Table of Contents – RFP

[1 Minimum Qualifications 9](#_Toc525826616)

[1.1 Offeror Minimum Qualifications 9](#_Toc525826617)

[2 Contractor Requirements: Scope of Work 10](#_Toc525826618)

[2.1 Summary Statement 10](#_Toc525826619)

[2.2 Background and Purpose 10](#_Toc525826620)

[2.3 Contractor Responsibilities 14](#_Toc525826621)

[2.4 Other Contractor Responsibilities and Tasks 30](#_Toc525826622)

[2.5 Technical Requirements](#_Toc525826623) 30

[2.6 Deliverables 34](#_Toc525826622)

[2.7 Service Level Agreement (SLA) 41](#_Toc525826623)

[3 Contractor Requirements: General 46](#_Toc525826624)

[3.1 Contract Initiation Requirements 46](#_Toc525826625)

[3.2 Transition-In 47](#_Toc525826626)

[3.3 End of Contract Transition 48](#_Toc525826627)

[3.4 Invoicing 51](#_Toc525826628)

[3.5 Liquidated Damages 53](#_Toc525826629)

[3.6 Disaster Recovery and Data 5](#_Toc525826630)3

[3.7 Insurance Requirements 55](#_Toc525826631)

[3.8 Security Requirements 56](#_Toc525826632)

[3.9 Problem Escalation Procedure 63](#_Toc525826633)

[3.10 SOC 2 Type 2 Audit Report 64](#_Toc525826634)

[3.11 Experience and Personnel 65](#_Toc525826635)

[3.12 Substitution of Personnel 66](#_Toc525826636)

[3.13 Minority Business Enterprise (MBE) Reports 69](#_Toc525826637)

[3.14 Veteran Small Business Enterprise (VSBE) Reports 70](#_Toc525826638)

[3.15 Work Orders 71](#_Toc525826639)

[3.16 Additional Clauses 72](#_Toc525826640)

[4 Procurement Instructions 74](#_Toc525826641)

[4.1 Pre-Proposal Conference 74](#_Toc525826642)

[4.2 eMaryland Marketplace (eMM) 74](#_Toc525826643)

[4.3 Questions 74](#_Toc525826644)

[4.4 Procurement Method 75](#_Toc525826645)

[4.5 Proposal Due (Closing) Date and Time 75](#_Toc525826646)

[4.6 Multiple or Alternate Proposals 75](#_Toc525826647)

[4.7 Economy of Preparation 75](#_Toc525826648)

[4.8 Public Information Act Notice 75](#_Toc525826649)

[4.9 Award Basis 76](#_Toc525826650)

[4.10 Oral Presentation 76](#_Toc525826651)

[4.11 Duration of Proposal 76](#_Toc525826652)

[4.12 Revisions to the RFP 76](#_Toc525826653)

[4.13 Cancellations 76](#_Toc525826654)

[4.14 Incurred Expenses 77](#_Toc525826655)

[4.15 Protest/Disputes 77](#_Toc525826656)

[4.16 Offeror Responsibilities 77](#_Toc525826657)

[4.17 Acceptance of Terms and Conditions 77](#_Toc525826658)

[4.18 Proposal Affidavit 78](#_Toc525826659)

[4.19 Contract Affidavit 78](#_Toc525826660)

[4.20 Compliance with Laws/Arrearages 78](#_Toc525826661)

[4.21 Verification of Registration and Tax Payment 78](#_Toc525826662)

[4.22 False Statements 78](#_Toc525826663)

[4.23 Payments by Electronic Funds Transfer 79](#_Toc525826664)

[4.24 Prompt Payment Policy 79](#_Toc525826665)

[4.25 Electronic Procurements Authorized 79](#_Toc525826666)

[4.26 MBE Participation Goal 80](#_Toc525826667)

[4.27 VSBE Goal 83](#_Toc525826668)

[4.28 Living Wage Requirements 84](#_Toc525826669)

[4.29 Federal Funding Acknowledgement 86](#_Toc525826670)

[4.30 Conflict of Interest Affidavit and Disclosure 86](#_Toc525826671)

[4.31 Non-Disclosure Agreement 86](#_Toc525826672)

[4.32 HIPAA - Business Associate Agreement 87](#_Toc525826673)

[4.33 Nonvisual Access 87](#_Toc525826674)

[4.34 Mercury and Products That Contain Mercury 88](#_Toc525826675)

[4.35 Location of the Performance of Services Disclosure 88](#_Toc525826676)

[4.36 Department of Human Services (DHS) Hiring Agreement 88](#_Toc525826677)

[4.37 Small Business Reserve (SBR) Procurement 88](#_Toc525826678)

[5 Proposal Format 89](#_Toc525826679)

[5.1 Two Part Submission 89](#_Toc525826680)

[5.2 Proposal Delivery and Packaging 89](#_Toc525826681)

[5.3 Volume I - Technical Proposal 90](#_Toc525826682)

[5.4 Volume II – Financial Proposal 98](#_Toc525826683)

[6 Evaluation and Selection Process 99](#_Toc525826684)

[6.1 Evaluation Committee 99](#_Toc525826685)

[6.2 Technical Proposal Evaluation Criteria 99](#_Toc525826686)

[6.3 Financial Proposal Evaluation Criteria 99](#_Toc525826687)

[6.4 Reciprocal Preference 99](#_Toc525826688)

[6.5 Selection Procedures 100](#_Toc525826689)

[6.6 Documents Required upon Notice of Recommendation for Contract Award 101](#_Toc525826690)

[7 RFP ATTACHMENTS AND APPENDICES 102](#_Toc525826691)

[Attachment A. Pre-Proposal Conference Response Form 106](#_Toc525826692)

[Attachment B. Financial Proposal Instructions & Form 107](#_Toc525826693)

[Attachment C. Proposal Affidavit 110](#_Toc525826694)

[Attachment D. Minority Business Enterprise (MBE) Forms 111](#_Toc525826695)

[Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms 112](#_Toc525826696)

[Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts 113](#_Toc525826697)

[Attachment G. Federal Funds Attachments 115](#_Toc525826698)

[Attachment H. Conflict of Interest Affidavit and Disclosure 116](#_Toc525826699)

[Attachment I. Non-Disclosure Agreement (Contractor) 117](#_Toc525826700)

[Attachment J. HIPAA Business Associate Agreement 118](#_Toc525826701)

[Attachment K. Mercury Affidavit 119](#_Toc525826702)

[Attachment L. Location of the Performance of Services Disclosure 120](#_Toc525826703)

[Attachment M. Contract 121](#_Toc525826704)

[Attachment N. Contract Affidavit 140](#_Toc525826705)

[Attachment O. DHS Hiring Agreement 141](#_Toc525826706)

[Attachment P. Non-Disclosure Agreement (Offeror) 141](#_Toc525826706)

[Attachment Q. Sample Work Order 141](#_Toc525826706)

[Attachment R. Criminal Background Check Affidavit 14](#_Toc525826706)3

[Appendix 1. – Abbreviations and Definitions 146](#_Toc525826707)

[Appendix 2. – Offeror Information Sheet 150](#_Toc525826708)

# Minimum Qualifications

## Offeror Minimum Qualifications

To be considered reasonably susceptible of being selected for award, the Offeror must document in its Proposal that, within the last five (5) years, the following Minimum Qualifications have been met:

The Offeror shall have a minimum of three (3) years of experience developing databases, using technologies such as SQL, Oracle, MongoDB or other database technologies, utilizing at minimum Dbase IV database tables, providing data collection and data maintenance.

As proof of meeting this requirement, the Offeror shall provide with its Proposal one (1) or more references from the past five (5) years who are collectively able to attest to the Offeror’s required years of experience in developing databases.

The Offeror shall have a minimum of three (3) years of experience in operating a State Directory of New Hires program. The engagement must have been statewide and have lasted for at least one (1) year; and the services must have been valued at $100,000 or more.

Required Documentation: As proof of meeting this requirement, the Offeror shall provide with its Proposal at least one (1) reference from the past five (5) years from a past client who is able to attest to the Offeror’s required years of experience. In addition, each letter of reference must indicate the services provided by the Offeror, the dollar value of the contract and that the services were provided for a specific period of time that is equal to or greater than one (1) year in duration.

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# Contractor Requirements: Scope of Work

## Summary Statement

The Department of Human Services, Child Support Administration (DHS, CSA or the Department) is issuing this Request for Proposals (RFP) in order to establish and operate the Maryland State Directory of New Hires Program (MSDNH) and shall provide Income Withholding (IWN) Management Services, National Medical Support Notice Management Services (NMSN), Employer Database Maintenance Services (Employer Database), and Outreach services.

It is the State’s intention to obtain a product and services, as specified in this RFP, from a Contract between the selected Offeror and the State.

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

An Offeror, either directly or through its subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

## Background and Purpose

CSA was established under Title IV-D of the Social Security Act, 42 U.S.C. § 701 (Act). Under the Act, States are required to deliver child support services to customers of Temporary Cash Assistance, Foster Care, Non-Public Assistance Medical Assistance and their State citizens who apply for child support services. Services include non-custodial parent location; establishment of paternity; establishment and enforcement of child and medical support obligations; review and adjustment of support obligations; and collection and disbursement of support payments. These services are provided by local offices in each county within Maryland. In Baltimore City, child support services are privatized; in the next four largest jurisdictions (Anne Arundel, Montgomery, Prince George’s, and Baltimore Counties) services are provided through a metro office reporting to the CSA Executive Director; and in the remaining nineteen counties child support services are provided within the local Department of Social Services (LDSS).

DHS uses the Child Support Enforcement System (CSES) as the system of record to manage cases including, functions, such as issuance and processing of IWNs and NMSNs. In addition, DHS utilizes the Child Support Dashboard (Dashboard) to view and track resolution of work regarding incoming mail. The Dashboard is also used to identify cases to be worked where wage liens have been issued but no child support payments via wage attachment have been received by CSES. The Employer Contact Data Table (Employer Table) is also accessed through the Dashboard. A file from CSES, which includes data regarding collections and wage attachments, is refreshed in the Dashboard on a weekly basis, and Case Action Log notes entered in the Dashboard are uploaded in CSES. On a daily basis a file of all mail scanned and indexed is uploaded into the Dashboard.

The purpose of this RFP is to acquire the services of a Contractor to operate the following: 1. MSDNH; 2. IWN; 3. NMSN; 4. Employer Database Maintenance Services; and 5. Outreach services (collectively, the System).

Employers play a critical role in CSA’s service delivery by providing employment and income information to the State through the System. The Maryland Department of Labor, Licensing and Regulation (DLLR) uses new hires information to detect fraudulent Unemployment Insurance (UI) claims and to prevent UI overpayments. The data exchange with DLLR, Contractor, and DHS/CSA enables DLLR to reduce the number of UI claimants receiving benefits while employed.

The Federal Office of Child Support Enforcement (OCSE) uses new hires information to update the National Directory of New Hires (NDNH) and to transmit employment information nationwide for the collection of child support obligations.

CSA uses new hire information to determine where non-custodial parents are working, and initiate earnings withholding and medical support obligations when appropriate. CSA then issues IWNs requiring employers to deduct child support from noncustodial parents’ paychecks and forward it to CSA for disbursement to the custodial parent and children. Employers also sponsor health insurance plans for their employees, and when ordered to do so by court order, ensure that children are covered by such plans.

In the past, CSA has operated the MSDNH through contracts with private vendors. The chart below (Table 1) provides a summary of the MSDNH’s reporting activity over an eight-year period.

Table 1 MSDNH Annual Electronic and Non-Electronic Records Reported

|  |  |  |  |
| --- | --- | --- | --- |
| **Year** | **Total Records** | **Non-electronic Records** | **Electronic Records** |
| **% Reported** | **# Reported** | **% Reported** | **# Reported** |
|
| **2010** | 861,268 | 13.7% | 117,994 | 86.3% | 743,274 |
| **2011** | 966,428 | 13.3% | 128,535 | 86.7% | 837,893 |
| **2012** | 1,002,806 | 10.6% | 106,297 | 89.4% | 896,608 |
| **2013** | 1,092,917 | 9.1% | 99,565 | 90.9% | 993,352 |
| **2014** | 1,104,613 | 8.4% | 92,346 | 91.6% | 1,012,267 |
| **2015** | 1,023,661 | 7.4% | 75,956 | 92.6% | 947,705 |
| **2016** | 1,290,837 | 6.3% | 81,065 | 93.7% | 1,209,772 |
| **2017** | 1,410,155 | 5.5% | 77,002 | 94.5% | 1,332,153 |
| **2018** | 1,515,297 | 4.8% | 73,407 | 95.2% | 1,441,890 |

The Contractor shall also be responsible for providing IWN and NMSN Services to all jurisdictions statewide with the exception of Baltimore City.

Across the state in SFY 2017, excluding Baltimore City, there were 5,404 IWNs, a monthly average of 450 IWNs, which required local office follow-up due to either no wage attachments being received, an IWN termination notice being received or the IWN being returned by the United States Postal Service (USPS) as undeliverable due to a bad address or for another reason. The chart below (Table 2) provides a summary of this activity by month over a two-year period.

Table 2 Income Withholding Notices Processed for SFY16 and SFY17

|  |  |  |
| --- | --- | --- |
| Month | SF 16 | SF 17 |
|  July  | N/A | 364 |
|  August  | N/A | 639 |
|  September  | 535 | 434 |
|  November  | 271 | 493 |
|  October  | 666 | 577 |
|  December  | 562 | 289 |
|  January  | 889 | 509 |
|  February  | 683 | 428 |
|  March  | 412 | 517 |
|  April  | 328 | 630 |
|  May  | 500 | 193 |
|  June  | 460 | 331 |
|  **Total**  | **5,306** | **5,404** |
|  **Monthly Average**  | **531** | **450** |

While exact data is unavailable, it is estimated that 41,800 Employer Termination Notices and 21,100 NMSNs (excluding Baltimore City) are completed and returned by employers annually. It is estimated that an additional 3,000 NMSNs (excluding Baltimore City) are returned by the USPS as undeliverable due to a bad address or for another reason. The table below (Table 3) contains estimated monthly totals. These documents require processing by the staff in the local offices. Almost all of this communication is currently being accomplished in hard copy, on a case-by-case basis, and most of the documents are exchanged by mail. The Contractor will improve this process by providing a single point of contact for employers for these services. The Contractor will make it easier for an employer to receive, process, and accurately respond to standard child support requests by utilizing a website and the employer help desk. Additionally, the Contractor will save CSA’s staff time by providing IWN; following-up with employers who have not returned the IWN paperwork; conducting outreach to educate employers; and by developing and maintaining any systems to provide the services of within this Contract.

Table 3 National Medical Support Notices Processed for SFY16 and SFY17

|  |  |  |  |
| --- | --- | --- | --- |
|   | NMSNs Completed by Employers | NMSNs Returned Undeliverable | Employer Term Notices from Employers |
|   | SFY 16 | SFY 17 | SFY 16 | SFY 17 | SFY 16 | SFY 17 |
| July | 1,120 | 1,044 | 120 | 113 | 3,428 | 3,675 |
| August | 1,212 | 1,281 | 100 | 177 | 3,388 | 3,804 |
| September | 1,008 | 1,209 | 116 | 161 | 3,536 | 3,977 |
| October | 1,355 | 1,382 | 163 | 161 | 3,699 | 3,328 |
| November | 1,152 | 1,471 | 108 | 189 | 3,005 | 3,389 |
| December | 1,483 | 1,277 | 151 | 113 | 3,548 | 3,143 |
| January | 941 | 1,531 | 28 | 125 | 2,730 | 4,239 |
| February | 1,690 | 1,741 | 275 | 262 | 4,006 | 4,054 |
| March | 1,467 | 2,216 | 247 | 588 | 3,898 | 3,147 |
| April | 1,491 | 3,171 | 147 | 375 | 3,049 | 3,473 |
| May | 1,515 | 3,296 | 163 | 278 | 3,392 | 3,228 |
| June | 989 | 1,519 | 96 | 427 | 3,544 | 2,365 |
| **Total** | **15,423** | **21,138** | **1,714** | **2,969** | **41,223** | **41,822** |
| Monthly Average | 1,285 | 1,762 | 143 | 247 | 3,435 | 3,485 |

**Goals and Objectives**

### Increase child support collections via wage attachment;

1. Enable DLLR to identify and reduce fraudulent UI claims in Maryland;
2. Increase the percentage of Maryland new hires being reported electronically;
3. Improve accuracy of employer contact information in the System; and
4. Develop and maintain Database Adjustment Reports for each of following Programs; MSDNH; Employer Services Website (ESW); Employer Help Desk (EHD); IWN; NMSN; and the Outreach Program.
5. Develop an innovative System that will enhance the current Maryland State Directory of New Hires.

### Existing Systems

The following are the DHS systems that are currently owned and operated by DHS. CSA uses these systems to provide the services to its customers.

**NOTE**: At the time of writing this RFP, the DHS is engaging in system modernization efforts - Maryland’s Total Human-services Information Network (MD THINK), and anticipates that new and/or replacement systems will be implemented during the Contract term. These modernization efforts may replace the systems listed below. This may result in the need for the Contractor to modify their systems to interface, exchange data, and/or access data. The successful Offeror shall be expected to assist DHS with testing interfaces and/or data files as it relates to services provided in this RFP and make modifications to their system. Please refer to **Section 3.15**.

1. The Dashboard is a web-based application used to work and track IWNs where no wage attachments have been received; NMSNs that need to be processed; employment terminations; and IWNs and NMSNs returned by the USPS as undeliverable. The CSA’s existing Employer Table is used to ensure that IWNs, employment verifications, and NMSNs are sent to employers’ correct addresses.
2. The CSES is a federally mandated and certified child support case management system which has a Java, web-based overlay. CSES maintains the child support case from the "Intake and Registration" process through Enforcement and Maintenance of the case until the child emancipates and the arrears are paid off and/or the case is closed. The enforcement of the case through the system includes issuance of notices to the Non Custodial Parent (NCP) for the delinquency of payments; IWNs to the NCPs and their employers to initiate wage withholding; and other enforcement measures. All actions taken on a case are tracked and documented within the system case action logs. Case data is also used to generate federally mandated reports to the federal OCSE. Events documented within CSES such as delinquency, new employment, or emancipation of a child, trigger actions such as notice generation within the system or system generated case action logs. CSES also tracks the collection and disbursement of funds collected on behalf of the custodian of the child(ren). DHS is currently in the process of modernizing their existing system.
3. The Enterprise Content Management Solution (ECMS) is a secure intranet-based electronic data system which allows for rapid information storage and retrieval. Physical objects, such as paper case files, electronic objects such as images, and associated data and metadata are examples of objects used in an ECMS environment. These objects are scanned, indexed, and stored in an auditable database which is available across DHS. ECMS enables secure, electronic management of case and client content effectively across DHS by enabling case workers to scan and process customer applications with a reduced need for paper storage.
4. Modernized systems are being built utilizing cloud-based technologies such as Amazon Web Services, Application Program Interfaces, Elastic Block Store ESB. Testing of the new Child Support system is scheduled to begin June 2019 and the system is planned to go into production in 2020.

###  State Responsibilities

### The State is responsible for providing required information, data, documentation, and test data to facilitate the Contractor’s performance of the work, and will provide such additional assistance and services as is specifically set forth.

1. The State will provide access to applicable State managed systems noted in **Section 2.2.2**. Please also refer to **Section 3.2** for State provided services during the Transition In period.

## Contractor Responsibilities

### Maryland State Directory of New Hires (MSDNH)

Any employer conducting business in the State of Maryland is required to report to the MSDNH any newly hired, rehired or returned to work employee or contracted entity within twenty (20) calendar days of employment/reemployment. Employers include, all businesses, State and local government employers, and non-profit organizations, regardless of the number of employees, the amount of hours an employee is projected to work, or the employee’s projected wages. Any employee whose employment is discontinued prior to the twentieth day of employment must be reported to the System. Employers may upload new hire records and reports electronically or manually. The Contractor shall create and maintain an automated system for collecting, storing, transmitting, and extracting information reported by employers on newly hired and rehired employees. DLLR will provide the Contractor with a monthly New Employer file to help identify new employers. The Contractor transmits processed new hire records on a daily basis to CSA, who in turn transmits the file to the OCSE on a daily basis. After the OCSE receives the file it returns to CSA a file of rejected and warning records on a weekly basis. CSA will then transmit this file to the Contractor via Secure File Transfer Protocol (SFTP) server. The Contractor is responsible for correcting and resubmitting to CSA records rejected by the federal OCSE.

The Contractor shall:

1. Be responsible for creating and maintaining the System which shall include the MSDNH.
2. Include the following required data elements in the System:
	1. Employer’s name, physical address, phone number, fax number, payroll address (if different), payroll phone number (if different), payroll fax number (if different), payroll contact, federal identification number, and email address; and
	2. Employee’s name, address, date of birth, Social Security Number and employment start date.
3. Create a file every Business Day of all new records processed on the System (format shall be provided to successful offeror). This file shall be transmitted, every Business Day, to the DHS SFTP Server. The SFTP server Internet Protocol (IP) address and login credentials will be provided to the Contractor at the Post Award Orientation Conference. The secured transmittal method shall have audit tracking and traceability of data capabilities built into the system to track the length of time to process each record from data point of entry, through and, inclusive of the file being forwarded to the State.
4. Ensure the System shall have report generation capabilities to include the number of days from receipt of record to transmission to CSA, identifying how records were submitted (manual versus electronic), tracking resolution of initial illegible/incomplete records from the employer and tracking resolution of the Federal reject records from the NDNH. Reports shall have the ability to be downloaded into Microsoft Excel and Portable Document Format (PDF).
5. Provide the State Project Manager and/or any additional designees (collectively, the SPM) with secure remote access to run reports from the System and read only access to view record details for auditing purposes.
6. Provide the SPM with a monthly report via a secured transmittal method of all new hire employee records entered into the System.
7. Notify the SPM verbally within one (1) Business Day when the Contractor experiences a back-log and is unable to comply with the submission of the aforementioned SFTP files. The verbal notification shall be followed up in writing via email by the next Business Day.
8. Upon any occurrence of the Contractor not processing new hire data records within two (2) days of receipt, submit to the SPM, a written Corrective Action Plan (CAP) that details the method of preventing and eliminating any backlog of work. The SPM will review for approval the CAP within ten (10) Business Days of receipt. If the Contractor continues to be deficient following the CAP response the SPM may withhold payment and/or recommend Contract termination after reviewing all relevant facts related to the deficiency.
9. Receive new hires records from employers including, but not be limited to, the following methods:
10. Facsimile
11. Standard Mail
12. Website (ESW)
13. Portable Media (e.g., Compact Disk, flash drive, etc)
14. Other methods (e.g., mobile application, email, etc.)
15. Accept new hire reports via standard mail and pick up employers' new hire information from a State-supplied mailbox, which is located at main post office, within Baltimore City at least once each State Business Day no later than 5:00 P.M. (close of business). The Contractor shall pay any costs associated with picking up the daily mail. Currently, approximately 5,900 new hire reports are received by mail monthly.
16. Maintain a mail log of all incoming mail received at the post office box and a fax log of all incoming faxes received. The logs are to be signed daily acknowledging delivery of the number of mail/fax pieces by the appropriate courier or Contractor employee. The monthly mail and fax logs shall provide for two (2) levels of sign-off reviews on a daily basis, and forwarded to the SPM with the monthly report.
17. Scan non-electronic new hire records and save them electronically within the System. The hard copy, non-electronic document shall be maintained for a minimum of 180 days; thereafter, the original source documentation shall be shredded.
18. For all New Hire records rejected back to the State /Contractor by the OCSE, the contractor shall work with the employer to obtain updated New Hire records for re-submission to the State. The Contractor shall document the resolve for the reject and supply a report to the SPM. The Contractor shall have five (5) Business Days after receiving the corrected data from the employer to transmit the corrected data to the CSA. It is the responsibility of the Contractor to ensure that only complete records are transmitted to the CSA in the daily file via the SFTP.
19. Contact employers that have failed to comply with the requirements of the MSDNH. In order to accomplish this, CSA will provide the Contractor with access to the Dashboard. The Contractor is required to utilize the Dashboard regularly throughout the course of the Business Day.
20. Process and document completion of all rejected records until the employer complies For each case, the Contractor shall complete the following:
	1. Call the employer within two (2) Business Days of receiving the rejected record and document the action taken and report outcome in the System in addition to pertinent details specific to the situation.
	2. Within five (5) Business Days from the case appearing on the Dashboard, contact the employer by email address and document the action taken and report the outcome in the System in addition to pertinent details specific to the situation. The Dashboard will be utilized concurrently with the System. All data is to be transferrable and updated at the same time.
	3. Within ten (10) Business Days from the rejected record appearing on the Dashboard, attempt to contact the employer by mail at least one (1) time and document the action taken and outcome in the System in addition to pertinent details specific to the situation.
	4. For any record not corrected within ten (10) Business Days, the Contractor shall submit, by the 15th of every month, a progress report within the Monthly Statistical Report, including, but not limited to, the employer name, the number of records requiring corrections, the date the original record was received and a summary of attempts made by the Contractor to resolve the issue. A draft of the report shall be submitted to the SPM for review 15 days after Notice to Proceed (NTP). The SPM shall review and approve of the report within five (5) Business Days.
	5. For auditing and monitoring purposes, the SPM may review a random sample of rejected records to be worked and may request a copy of supporting documentation of efforts made to contact the employer. Copies of requested documentation shall be provided within five (5) Business Days of request by the SPM.
21. Monitor and establish safeguards to ensure the completeness and timeliness of new hire records information.
22. Develop an accuracy/Quality Assurance (QA) methodology (QA Methodology Plan), which shall be submitted with the Technical Proposal that will be used for data entry of manual records within the System. Upon request of SPM, the Contractor shall revise the QA Methodology Plan. The data entry system shall allow for correction of errors and include safeguards to prevent duplicate entries. The System must provide for two (2) levels of sign-off reviews on a daily basis. At a minimum, the plan must include methodologies for the following:
	1. Ensuring that the Federal Employer Identification Number (FEIN) and/or Social Security Number (SSN) of all paper reports are verified through double entry or other comparable method.
	2. Verifying the employer name and address for each record against the employer name and address in the Employer Database (initially to be provided by the CSA) each time a report is recorded in the system.
23. Monitor compliance of all employers reporting newly hired employees within the mandated twenty (20) Calendar Day period.
24. Include in the Maryland New Hire Monthly Reporting Statistics in electronic format to the SPM which shall minimally include the following information:
25. Incoming new hire reports received per day, per month, and year; by type and the total returned for correction.
26. Report of record type received by day.
27. Report of website usage for the month. The electronic report file should be in Microsoft Excel or in a format that can be imported into Excel.
28. Provide to the SPM via email the Maryland New Hire Monthly Reporting Statistics (see Appendix 3, which will be provided in Reading Room) with a Cumulative Monthly Report Cover Sheet by the 15th of each month that specifies the total number of reported electronic and non-electronic new hires records processed in the previous month. The electronic report file should be in Microsoft Excel or be in a format that can be imported into Excel.
29. Include with the aforementioned Maryland New Hire Monthly Report a quality data assurance report of all new hire records entered into the System.
30. If needed, adjust staff to accommodate seasonal increases in employers’ reporting. Typically, seasonal increases occur during the months of June and November of each year. The New Hires Monthly Statistical Report shall reflect the number of electronic and non-electronic new hire submissions from the previous month, including the previous months in that current calendar year.
31. In the event that employer records, employment forms, and/or other records are misdirected to CSA or DLLR, input them into the System and transmit to CSA such records within two (2) Business Days after receiving them. The Contractor shall notify these employers in writing to prevent the misdirection of future submissions.
32. In the event that mail intended for CSA or DLLR is misdirected to the Contractor, the Contractor shall notify the SPM within one (1) Business Day. The SPM will provide the Contractor with further instructions.
33. Compare the current UI employer file from DLLR with the previous month’s UI employer file to identify new employers and employers that are no longer reporting new hires. The Contractor shall update the System within five (5) Business Days after receipt of the DLLR employer file.
34. In the event of changes to Federal or State requirements, the Contractor shall adhere to the updated requirements. The Contractor shall submit any revisions to the SPM for approval.
35. Provide to the SPM ten (10) hard copies and an electronic copy of the Annual Report by the 1st of March each year summarizing the totals from the Maryland New Hire Monthly Reporting Statistics. The Annual Report reflects activities over the previous calendar year from January 1st to December 31st.
36. For the previous month’s activity, include in the Maryland New Hire Monthly Reporting Statistics a spreadsheet containing the names and addresses of employers from whom mail is returned undeliverable. Include steps taken by the Contractor to resolve undeliverable mail.
37. Provide a draft Administrative and Operational Procedures Manual within fifteen (15) calendar days after the Contract start date. The SPM will notify the Contractor in writing within fifteen (15) Calendar Days if the Manual is approved. The Contractor shall submit a final version of the approved Manual within fifteen (15) Calendar Days after approval. In addition, the Contractor shall provide the SPM with a revised Administrative and Operational Procedure Manual on an Annual Basis, due December 1st of each calendar year.

The Manual shall document the Contractor’s day-to-day administrative and operational procedures for every aspect of the MSDNH to include:

1. Processing undeliverable IWN letters;

2. Tracking resolution to IWN letters issued more than thirty-seven (37) days ago

3. Processing undeliverable NMSNs;

4. Tracking resolution to all NMSNs issued;

5. Processing NMSNs received;

6. Tracking resolution to all NMSNs received;

7. Processing employer termination notices;

8. Updating existing employer information the New Hires DATABASE;

9. Identifying and adding information for new employer’s into the New Hires Database;

10. Maintaining and updating the MSDNH;

11. Tracking resolution to all incomplete MSDNH records;

12. Maintaining electronic transfer of data files to The Office of Technology for Human Services (OTHS) for CSA, DLLR, and Federal OCSE;

13. Receipt of electronic data files from DLLR;

14. Employer outreach;

15. Employer Help Desk (EHD);

16. Implementing and maintaining strategies of reporting non-compliant employers;

17. IT security standards;

18. Data storage and retention criteria;

19. Production and submission of statistical reports to DHS/CSA; and

20. Quality control procedures with sufficient error avoidance features (edits) to prevent inaccurate or incomplete information from being entered into the new hires database by employers and/or Contractor employees.

### Non-Compliant Employers

Quarterly, the State receives the Federal Employer Participation Project (EPP) Report. The EPP Report lists potentially non-compliant employers (those who may not have complied with new hire reporting requirements). The EPP report is compiled by comparing consecutive quarterly wage reports against new hire reports. The Contractor is notified via email from the Annapolis Data Center (ADC) of the availability of the EPP Report. The Contractor shall retrieve the electronic file from the ADC SFTP server. The IP address of the server and login credentials will be provided to the Contractor at the Post Award Orientation Conference.

The Contractor shall:

1. Within five (5) Business Days of notification of the availability of the quarterly EPP report, submit to the SPM:
	1. A Non-Compliant Employers Report; and
	2. A list of employees that were not reported by an employer.
2. Within ten (10) Business Days of receipt of the quarterly EPP report, send a 20-Day Non-Compliant Warning Notice to Employers, which will be provided to Contractor upon Contract Award, to potentially non-compliant employers via first-class mail, as mandated by State and Federal Regulations.
3. Identify employers who have a history of non-compliance (repeat offenders) and provide a list of such employers to the SPM by the 15th of each month following the month that the incident of non-compliance occurred in the Maryland New Hire Monthly Reporting Statistics (APPENDIX 3). The list shall include the name and address of the employer, employer’s class size, the date the warning notice was mailed to the employer, and the details of the ensuing incident of non-compliance i.e., name of employee, method used to determine non-compliance, hire date if known, and date reported if any.
4. Identify employers for follow-up after each quarterly Non-Compliant Warning Notice to Employers. Maintain and provide quarterly reports for each outreach method utilized for each employer and the resolution.
5. On the first day of January, April, July and October, provide the SPM with quarterly compliance trend results.

### Income Withholding Notice Management Services (IWN)

When CSA learns that a non-custodial parent has a job with a new employer, CSA through the CSES generates an IWN to the identified employer with a copy to the NCP. This IWN is printed and mailed by DHS. In instances where the employer uses the Federal Electronic Income Withholding Order (eIWO) system, the employer receives this notice electronically. Employers are required by 45 Code of Federal Regulations (CFR) § 303.100 to send the child support ordered amount to CSA within seven (7) Business Days of the date the noncustodial parent is paid. Per 45 CFR § 303.100.b.1, the income of a non-custodial parent shall be subject to withholding, regardless of whether support payments by such parent are in arrears. However, there are instances where the IWN sent to the employer is returned to CSA from the USPS as undeliverable due to a bad address or for other reason. In other instances, an employer will respond to the IWN to indicate that the employee is no longer employed by them. This is referred to as an employment termination notice and can be submitted via mail. Additionally, eIWO system provides employers with the ability to communicate electronically regarding IWN-related issues they may have. This communication is received via an email address, which will be provided to the Contractor. The Contractor is responsible for monitoring and responding to inquiries received by electronic mail.

The Contractor shall:

1. Access IWNs returned as undeliverable mail through the Dashboard. Images of each page of each piece of mail, including the envelope are accessible to the Contractor through the Dashboard. New undeliverable mail is available by 9 AM EST each Business Day.
2. For each undeliverable letter, complete the following within five (5) Business Days:
	1. Verify the address used for the letter with that in the System.
	2. If the address is different, the Contractor shall correct the employer’s address in the System.
	3. If the address is the same, the Contractor shall contact the employer and receive verbal or written confirmation of their correct address.
	4. Use CSES to:
		1. Update the employer address and activate the IWN to be reissued. CSES will automatically re-generate and mail the letter as part of an overnight process. The Contractor will not be responsible for assembling the paper letters nor mailing them.
		2. Update the employer screen within CSES to indicate the termination and issue a No Longer Employed letter to the NCP within two (2) Business Days.
	5. Use the Dashboard to:
		1. Choose the dropdown indicating the action taken and for each employer termination notice, the contractor shall complete the following within two (2) Business Days.
		2. Choose the dropdown indicating the action taken; enter a Case Action Log (CAL) note within CSES, with standard text that will be provided by the SPM and mark the box indicating to upload the document to the State’s ECMS.
3. Work and track completion of all IWNs where a wage attachment has not been received within forty-five (45) days of IWN issuance until one (1) of the following end results occurs:
	1. The employer complies with the IWN;
	2. The employer has confirmed that the NCP is no longer employed by the employer;
	3. The employee received a 1099-MISC Form from the employer (to report payments made in the course of a trade or business to a person who’s not an employee or to an unincorporated business.);
	4. The employer has submitted a termination report, either orally by telephone, electronically, or in hard copy written form;
	5. The employer has affirmed that it will not comply with the IWN; or,
	6. Sixty (60) days has expired.
4. Contact employers who have failed to comply with an IWN letter. The cases will be provided to the Contractor via a screen on the Dashboard. The screen will be updated on a weekly basis with new cases loaded by Monday at 10 A.M. EST. For each case, the Contractor shall complete the following:
	1. Prior to contacting an employer, conduct research in CSES to determine whether follow-up with the employer is inappropriate due to developments in the child support case subsequent to the issuance of the IWN. CSA will provide training with regard to making such determinations during Transition-In.
	2. If it is determined that it is not appropriate to contact the employer, the Contractor shall indicate this in the Dashboard.
	3. If it is appropriate to contact the employer, the Contractor shall call the employer within five (5) Business Days and document the action taken and outcome by writing a CAL note using standard text provided by the SPM in CSES in addition to pertinent details specific to the situation. If the issue is resolved, indicate so on the Dashboard.
5. Within eight (8) Business Days from the case appearing on the Dashboard, attempt to contact the employer by email or mailing address at least one (1) time and document action taken by writing a CAL using standard text provided by the SPM in CSES. If the issue is resolved, indicate so on the Dashboard.
6. For auditing and monitoring purposes, the SPM may review a random sample of cases worked and may request a copy of specific emails sent. Copies of requested emails shall be provided within five (5) Business Days of request by the SPM.
7. Within ten (10) Business Days from the case appearing on the Dashboard, if no contact has been made with the employer, generate and mail an Employment Verification Letter to the employer. If the issue is resolved, indicate so on the Dashboard.
8. The Contractor shall continue to make efforts in the frequencies specified below for instances where the following situations apply in order to implement the IWN through the sixty (60) day period. After the 60 day period, the IWN case shall be referred to the appropriate local office.
	1. Weekly:
		1. Unresponsive Employer
	2. Bi-weekly:
		1. Contacted Employer: Employer Just Began Garnishing Wages
		2. Contacted Employer: Employer will Process W/A
		3. Contacted Employer: NCP on Workers Comp
	3. Monthly:
		1. Pending Modification and/or Custody Change
9. If the employer has affirmed, orally or in writing, to the Contractor that it will **not** comply with the IWN, or sixty (60) days have expired, the Contractor shall oversee CSES’s generation and mailing of an Employer Non-Compliance Letter to the employer through CSES. The CSES will automatically generate and mail the letter as part of an overnight process. The Contractor will not be responsible for assembling the paper letters nor mailing them.
10. Develop a quality assurance monitoring plan to track timeliness and completeness of the actions of the Contractor’s personnel. A draft plan shall be included with the Offeror’s proposal. The final plan will be subject to the approval of the SPM, within 30 days after NTP.
11. Provide to the SPM via email the Income Withholding Monthly Statistics Report, the Undeliverable IWN Report, the Noncompliant Employers by Jurisdiction Report, and the Employer Termination Notice Completion Summary Report by the 15th of each month. These reports will be available for the Contractor to generate from the Dashboard. These reports total the number IWNs worked where no wage attachment payments had been received within forty-five days of issuance; the number of IWNs returned undeliverable that were reissued by the Contractor during the prior month; provides a list of employers who were non-compliant the prior month; and provides a list of employer termination notices processed by the Contractor.
12. Monitor the Electronic Income Withholding Orders (e-IWN) email account on at least a daily basis and respond to employer inquiries through Maryland’s email system.

**National Medical Support Notices (NMSN)**

A NMSN is a federally mandated form sent to an ordered parent’s employer requiring the employer to enroll the eligible children in the employer’s health insurance program as dependents of the employee. The goal of the program is to help increase the number of children with health coverage. The Contractor shall processes the NMSN on behalf of the CSA as prescribed in the Annotated Code of Maryland Family Law Article §§12-102 to 12-102.3 and Insurance Article §15-405.

CSES automatically generates a NMSN to an employer when an IWN is generated and the court order requires medical support. DHS prints and mails the NMSN. The NMSN (A sample will be provided in Reading Room), is comprised of two (2) parts, Part A which is the Notice to Withhold for Health Care Coverage for the employer to complete, and Part B, Medical Support Notice to the Plan Administrator for the health insurance provider to complete. It is required that the employer return Part A within twenty (20) days. Part B is only required if the employee is eligible for health insurance and is due when the employee becomes eligible.

The Contractor is responsible for processing the undeliverable NMSN and tracking employer completion of NMSN parts A and B. The Contractor shall use the Dashboard to view and process undeliverable and/or completed NMSN.

The Contractor shall:

1. Process the NMSN sent to employers that were returned as undeliverable mail in the Dashboard and CSES. CSA shall provide a listing of all undelivered letters via the Dashboard. Images of each page of each piece of mail, including the envelope are accessible to the Contractor through the Dashboard. New undeliverable mail is available by 9:00 a.m. EST. For each undeliverable NMSN, the Contractor shall complete the following within five (5) Business Days:
	1. Check the address used for the NSMN with that in the System. If the address is different, proceed to the next step. Otherwise, contact the employer to receive verbal or written confirmation of the correct address, correct the employer’s address in the System and proceed to the next step.
	2. In CSES, update the employer’s address and activate the NMSN to be reissued. CSES will automatically re-generate and mail the letter as part of an overnight process. The Contractor will not be responsible for assembling the paper letters nor mailing them.
	3. Using the Dashboard, choose the dropdown indicating the action taken.
2. Process completed NMSN according to prescribed directives in 29 CFR – Part 2590, 45 CFR §§ 303.30-303.32 and in accordance with the State of Maryland laws: Family Law Article, §§12-102 to 12-102.3; Health – General Article, §19-706 and Insurance Article, §15-405, Annotated Code of Maryland and regulations COMAR 07.07.20.07 within five (5) Business Days and upon receiving a Notice to Withhold for Health Care Coverage (Part A only):
	1. Review the form for completeness. Contact the employer if information is unclear or missing.
	2. Once the form is complete, update the NMSN screen and enter a CAL note in CSES using standard text that will be provided by the SPM.
	3. If Part B is not included and Part A indicates that the employee will be eligible for health insurance currently or at a future date, choose the appropriate dropdown option in the Dashboard to reflect follow up is needed.
	4. If Part A indicates that Part B is not needed, indicate in the Dashboard that the mail has been processed.
	5. Upon receiving a Notice to Withhold for Health Care Coverage & Medical Support Notice to the Plan Administrator (Parts A & B):
		1. Review the forms for completeness. Contact the employer if information is unclear or missing.
		2. If health insurance is available, enter health information into CSES.
		3. If the form indicates that the participant is subject to a waiting period, monitor the case and issue the NMSN on the date indicated at the end of the waiting period.
		4. If the Plan Administrator indicates that there are multiple health care options to choose from, notify and assist the custodial parent in choosing a plan which best serves the needs of the child(ren). Contact the custodial parent within twenty-four (24) hours of receipt of Part B to discuss the options and follow procedures as approved by the SPM to include the following:
			1. Notifying the custodial parent that a plan must be selected within twenty (20) Business Days.
			2. If the custodial parent fails to do so within the time allotted the Contractor will allow the Plan Administrator to enroll the children in the default plan in accordance with regulations COMAR 07.07.20.07.
			3. If no plan meets all of the criteria, allow the Plan Administrator to select the default plan identified in their response to the NMSN. Within twenty (20) Business Days, the Contractor will follow up to determine if the plan administrator has returned Part B of the NMSN.
			4. The Contractor shall document in CSES as CAL notes all consultations and outcomes (e.g. decision making process) each time the Contractor’s staff contacts an employer, plan administrator, obligated and/or non-obligated parent.
			5. In the Dashboard, indicate that the mail has been processed.
3. If insurance cards from the employer were included in the response, mail the insurance card(s) and any other applicable plan information to the custodial parent or to the designated local Title IV-D child support liaison. In cases involving domestic violence indicators, as indicated on CSES, and in which health insurance coverage is available, mail the health insurance card(s) and any other applicable plan information to the attention of a designated local Title IV-D child support liaison.
4. Work and track receipt of all received NMSN until one (1) of the following end results occurs:
	1. The employer complies with parts a and b (where applicable) of the NMSN;
	2. The employer has confirmed that the non-custodial parent is no longer employed by the employer, and the employer has submitted a termination report, either orally by telephone, electronically, or in written form;
	3. The employer has affirmed that it will not comply with the NMSN. In this instance the Contractor shall refer this case to the LDSS.
	4. Ninety (90) days has expired.
5. Develop a quality assurance monitoring plan to track timeliness and completeness of the actions of the Contractor’s personnel. A draft plan shall be included with the Offeror’s proposal. The final plan will be subject to the approval of the SPM. The SPM shall review and approve within ten (10) Business Days of NTP.

### New Hires Employer Services Website (ESW)

The Contractor shall maintain an existing website that provides employers with the ability to provide information to CSA regarding non-custodial parents. This website will serve as a one-stop center for employers with regards to the Title IV-D program to include, MSDNH, NMSN and IWN processing information. NOTE: The following are the minimum requirements only. The Offeror shall include in its proposal additional functionality it believes may benefit CSA. The website will be operational during the 15th day of the transition-in period, with testing oversight by DHS’s OTHS office.

The Contractor shall:

1. Host, maintain, and make the ESW available on the Internet 24 hours per day 7 days a week via a uniform resource locator (URL). The URL to be to be provided by CSA.
2. Redirect related new hire and employer search references from the existing MSDNH program URL (<https://newhire-reporting.com/md-newhire/> to the ESW URL;
3. Provide a “warm backup” website so that the primary site will not incur extended outages despite localized power, networking, or hardware failures;
4. Include the State’s branding (as established by general layout parameters, color schemes, graphics, and Cascading Style Sheet) and a similar look and feel to DHS’s website;
5. Seek approval from the SPM for any changes to the website;
6. Ensure the ESW website has the following features:
7. Ability for employers to self-register and create a user account for the purpose of interacting with the System.
8. At a minimum, the following fields for the employer to complete as part of their self-registration for an employer’s account with the ability for them to self-update at any time:
9. FEIN
10. Company name
11. Employer Website URL
12. General company mailing address
13. Accounts payable mailing address
14. NMSN mailing address
15. Worker’s Compensation mailing address
16. For each address type, fields for the employer to provide the following supplementary data:
17. Contact name
18. Contact e-mail address
19. Contact telephone number
20. Provide employers with a password protected user account and the ability to log in to a secure site using a standard security protocol to ensure the privacy of the data reported by employers.
21. Provide the ability for employers to submit new hires reports.
22. Include information regarding the e-IWN process, including a link to the federal website ([http://www.acf.hhs.gov/css/resource/e-IWN-answers-to-employers-questions](http://www.acf.hhs.gov/css/resource/e-iwo-answers-to-employers-questions));
23. Include a help function to assist employers with the ESW’s functions
24. Contains educational information geared toward employers about each service provided within the System (NMSN, MSDNH, and IWN) including the Federal requirements of each service;
25. Provide a survey or other feedback mechanism for employers to rate the ease of use of the website and provide suggestions for improvements. The survey shall be available to employers to complete each time they use the ESW. A draft of the survey shall be submitted to the SPM for review within ten (10) Business Days of NTP. The SPM shall review and approve of the report within five (5) Business Days.
	1. Submit, by the 15th of every month, a report of the results from this survey. The Contractor shall submit a copy of the report template to the SPM for review within ten (10) Business Days of NTP. The report template shall include a column indicating results from the specific month the report covers as well as a column to show cumulative results from survey submissions.
26. Notify employers via email when new notices have been received for their review and/or completion;
27. Provide the ability for employers to submit employer termination notices electronically via the website and/or mobile application.
28. Back up all employer-entered data (i.e. employer account fields, electronic record submission) on physical media that can be recovered if needed.
29. Upon termination of the Contract, and at a minimum, on an annual basis, prepare an extract in a Comma-Separated Values (CSV) format of the ESW’s data and send via encrypted email to the SPM.
30. Develop and maintain Database Adjustment Reports for the ESW that reflects ESW usage. Database Adjustment Reports defines technical updates to the Website. The report is a log illustrating the technical changes and updates. Examples could include any content, coding and appearance updates.

**Employer Contact Data Table (Database) Clean-up and Maintenance**

The Contractor shall maintain and update CSA’s existing Employer Database located within the Dashboard. The Employer Database is used by the Contractor and CSA to ensure that IWN, employment verifications and NMSN are sent to employers’ correct addresses. The CSA will provide the Contractor with the existing Employer Database as a CSV file. The Contractor shall update information validated for existing employers and add new employers as the Contractor identifies them using information provided to the Contractor through the ESW; processing undeliverable IWN letters and NMSNs; and other resources the Contractor has available.

The Contractor shall:

1. Identify and verify address changes for existing employers using various system interfaces, surveys, external data sources. The Employer Database shall be updated within one (1) Business Day of receiving verification. At a minimum, the following fields shall be maintained:
	1. Agency Name
	2. Federal Employer Identification Number (FEIN)
	3. State Employer Identification Number (SUIN)
	4. Employer name
	5. General company street/mailing address
	6. Employer Website URL
	7. IWN/NMSN street/mailing address
	8. For each address type, the Contractor shall obtain the following supplementary data:
		1. Contact name
		2. Contact e-mail address
		3. Contact telephone number
		4. Contact fax number
2. Add new employer records to the Employer Database within two (2) Business Days of verification.
3. Transmit a CSV file of the updated Employer Database to the Dashboard and SPM on a daily basis by close of business EST. If there have been no new updates to the Employer Database since the last file transmission, the Contractor shall email the SPM indicating this.
4. Develop and maintain Database Adjustment Reports for the Employer Database Clean-up and Maintenance process.

**Outreach**

The Contractor shall perform outreach to employers informing them of Federal and State employer reporting requirements related to child support such as for IWN, NMSN and the MSDNH. The Contractor shall also provide targeted outreach to increase the percentages of employers reporting MSDNH records electronically and employer compliance with the MSDNH program. Additionally, as part of outreach, the Contractor will provide new employers with the New Hires Employer Information Package (NHEIP), an informational package providing documentation regarding the required MSDNH, IWN, and NMSN programs. This information packet contains Maryland’s Employer Notification Letter; Fact Sheet Maryland State Directory of New Hires; Maryland Annotated Code § 8-626.1 - Labor and Employment Article; the New Hire Reporting Brochure; and the Directory of New Hires Reporting Form (Appendix 7, which will be provided in Reading Room).

The Contractor shall:

1. Be responsible for ongoing outreach activities for MSDNH, IWN and NMSN throughout the term of the Contract. The Contractor shall describe in its Proposal its approach to increase employer awareness of the requirement to comply with all applicable law, methods of reporting newly hired and rehired employers, and components to encouraging electronic reporting of new hires records and e-IWN for relevant employers. The outreach activities shall include trainings and/or conferences conducted by the Contractor to educate its target audience.
2. Provide targeted outreach to employers who are likely able to receive IWNs through the e-IWN portal but are not currently registered to do so. To facilitate this, CSA will provide a monthly report of employers currently using the e-IWN portal to the Contractor.
3. Review the current NHEIP packet and within five (5) Business Days submit for consideration to the SPM an updated NHEIP that addresses any State and/or Federal reporting requirements or policies enacted during the Transition-In period. The SPM will notify the Contractor in writing within five (5) Business Days if the updated NHEIP is approved for publication. After the initial three (3) month supply provided by the Department, the Contractor is responsible for the continued maintenance, replenishing and mailing of hard copy NHEIPs to employers for the remainder of the Contract.
4. Submit to the SPM for review a draft of any proposed outreach materials intended for distribution to the public. All outreach materials must include the State’s branding (as established by general layout parameters, color schemes, graphics, and Cascading Style Sheet) and a similar look and feel to DHS outreach materials. The SPM will review and grant approval of the proposed materials within five (5) Business Days.
5. Submit an Annual Outreach Plan (AOP) within thirty (30) Calendar Days after the NTP. The SPM will review and grant approval of the plan within five (5) Business Days. Subsequent plans shall be submitted by July 1st of each year of the Contract for the upcoming calendar year. The AOP shall include, at a minimum:
	1. The Contractor’s advertising strategy as well as strategies of outreach for MSDNH program and seasonal employers.
	2. Targeted approaches for handling employers via their class size.
	3. Outline how and under what circumstance the Contractor will use various forms of communication with employers including but not limited to in-person, phone calls, broadcast emails, and faxes.
6. Include with the aforementioned Maryland New Hire Monthly Statistical Report (see Section 2.3.1.S) a monthly report of all outreach activities within the monthly Maryland State New Hire Directory Statistical Report (Appendix 3). The Report must identify the monthly targeted audience, timeframes for responses, types of mailings, return on investment-justifications, and follow-up on outcomes from prior monthly outreach reports, as well as documented non-compliance outreach efforts.
7. Analyze employer compliance with MSDNH reporting, IWN, and NMSN and develop targeted outreach plans to increase compliance rates on a quarterly basis. The Contractor shall provide its analysis and recommended outreach plan on a quarterly basis to the SPM. Plans are due to the SPM for review and approval on the 15th of December, March, June and September. The SPM shall have five (5) Business Days to review and approve of the plan.
8. Within five (5) Business Days after receipt of the monthly DLLR New Employer file, mail to each new employer a NHEIP (Appendix 7).

Note: Based on monthly statistical reporting for calendar year 2018, there are 147,324 employer accounts and 7,452 new employers that report annually and will require the NHEIP. In the event new or revised State and/or Federal legislative requirements, a correspondence shall to be sent by email to those employers who have provided an email address and by mail to all other employers within the Contractor’s database within five (5) Business Days of notification.

1. In addition to Subsection I above, in the event new or revised State and/or Federal legislative requirements, Contractor shall review and update the current NHEIP in accordance with the new or revised legislation. The Contractor shall submit to the SPM the updated version of the NHEIP for approval within ten (10) Business Days after implementation of the new legislative requirements. The Contractor shall mail the revised NHEIP to each employer within five (5) Business Days after approval from the SPM.

### Employer Help Desk (EHD)

The Contractor shall provide a centralized Employer Help Desk (EHD) to provide employers with assistance related to complying with NMSN requirements and completing NMSN forms; navigating, establishing, and updating an account on the ESW; MSDNH reporting requirements and how to submit reports; understanding IWN processing and how to comply therewith; and any other questions they may have. The Contractor shall use the existing EHD telephone numbers (one toll-free number and one local Maryland number).

The Contractor shall:

Be responsible for the maintaining all of the existing telephone lines for the purpose of responding to employer questions, providing technical assistance and allowing employers to fax new hire reports, IWN employer termination notice and completed NMSN. For new hire reporting, an average of 2,200 telephone calls are currently received annually. The tables below (Table 4 & 5) contain the call volume by month over the last three (3) years. Call volume is unknown for IWN and NMSN processing.

**Monthly Volume for the MSDNH Program**

Table 4

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Calendar Year  |  Jan  |  Feb  |  Mar  |  Apr  |  May  |  Jun  |  Jul  |  Aug  |  Sept  |  Oct  |  Nov  |  Dec  |  Total  |  Monthly Average  |
| 2016 |  218  |  159  |  379  |  207  |  219  |  402  |  176  |  432  |  313  |  195  |  150  |  218  |  3,068  |  256  |
| 2017 |  251  |  157  |  271  |  240  |  208  |  329  |  163  |  164  |  124  | 301  | 143  | 186 |  2537  |  212  |
| 2018 | 175 | 141 | 240 | 210 | 243 | 393 | 187 | 171 | 148 | 142 | 56 | 76 | 2182 | 182 |

 **Annual MSDNH Program Call Volume by Call Type**

Table 5

|  |  |
| --- | --- |
|  | **Calendar Year** |
| **Phone Calls by Telephone Tree Choices** | 2016 | 2017 | 2018 |
| Non-Compliance  | 111 | 32 | 143 |
| New Hire Reporting | 92 | 54 | 59 |
| Technical Support | 114 | 52 | 57 |
| Customer Service | 268 | 148 | 234 |

* + 1. Ensure the EHD is operational with live operators between the hours of 7:00 a.m. and 7:00 p.m., EST, Monday through Friday, excluding Federal and State holidays (see <https://dbm.maryland.gov/> Key Word Search “State Holidays”);
	1. All incoming calls received before 7:00 p.m. shall be answered before the Contractor’s employees leave for the day.
1. There will be some instances when the Contractor will need to transfer incoming calls to the LDSS. For example, when an employer requires information about the children in order to enroll them in health insurance, or an employer is indicating they have sent child support payments to CSA more than seven (7) days ago that are not credited to the case. CSA will provide the Contractor with a list of primary and secondary phone numbers, for each local child support office, as well as all scenarios for when the calls need to be transferred.
2. Provide scripts for Contractor representatives to use to respond to questions regarding the Database. A draft of the script shall be submitted to the SPM for review within 10 days of NTP. The SPM shall review and approve of the script within five (5) Business Days.
3. Provide a voice-mail option for employers who call outside of normal Business Hours and return such calls on the following Business Day.
4. Date stamp, review, and respond to all inquiries and other hard copy correspondence relating to the MSDNH. The Contractor shall retain a copy of all such inquiries and responses for a three (3) year period after the end of the Contract based on the State’s record retention policy.
5. Forward, within one (1) Business Day of receipt or the next Business Day, whichever is sooner, requests for disclosure of information or inquiries the Contractor is unable to address, including a scan of the envelope in which it was received, via encrypted email or fax to the SPM.
6. Provide recorded messages for holidays, or State closures due to unforeseen circumstances (e.g. natural disaster, civil unrest, blizzards, etc.) in accordance to the State’s notification (see <https://dbm.maryland.gov/> Key Word Search “State Holidays”);
7. Include with the aforementioned Maryland New Hire Monthly Statistical Report (see Section 2.3.1.S), a report of the details of EHD activity, including, but not limited to, the number of calls received by category (i.e. ESW, MSDNH, NMSN, IWN). A draft of the report shall be submitted to the SPM for review within 10 Business Days of NTP. The SPM shall review and approve of the report within five (5) Business Days.

**Electronic Data File Transfer**

The Contractor shall:

1. Create a file every Business Day, of all new records processed on the System (format shall be provided to successful offeror). This file shall be transmitted, every business day, to the DHS SFTP Server. The SFTP server IP address and login credentials will be provided to the Contractor at the Post Award Orientation Conference. The secured transmittal method shall have audit tracking and traceability of data capabilities built into the system to track the length of time to process each record from data point of entry, through and, inclusive of the file being forwarded to the State.
2. Send a secured monthly report via a secured transmittal method file to SPM no later than the 5th of every month.
3. Send to OTHS and CSA via SFTP on a once a week basis, for the purpose of forwarding to DLLR, an electronic copy of the report of new hires in the format to be agreed upon after award.
4. Provide the SPM with quarterly trend reports for compliance rates and electronic transmission rates, within ten (10) Business Days of the release of a 20-day Non-Compliance Notice mailing.

## Other Contractor Responsibilities and Tasks

## The Contractor shall provide the following services as identified below:

### Meetings

1. The Contractor’s Project Manager, as defined below, shall attend in-person meetings with the SPM and other State Staff to monitor program performance, trends and issues.
2. Meetings requiring in-person attendance shall be a maximum of twice (2) monthly.
3. Meetings shall take place in the Baltimore City metro region at a location to be determined by the SPM. When possible, the Contractor will be given at least two (2) weeks’ notice of meeting dates.

### Contractor’s Office Location

### The State requires the Contractor to have an office to administer and manage the Contract. This allows for meetings with State Management, execute contract deliverables. This site shall not be accessible Employers to visit and complete the services of this RFP. The Office site must be within the Baltimore Metropolitan Area. The contractor shall make two (2) work stations available to DHS/CSA staff and State Auditors. This facility shall also house support staff for processing of MSDNH, employer data, IWN, and NMSN.

## 2.5 Technical Requirements

The Contractor is responsible for all technical requirements including, but not limited to, configuring, troubleshooting, maintaining and supporting all systems including required to provide the services outlined in this contract. The Offeror shall describe in its proposal their approach to comply with these requirements.

###  The Contractor shall meet or exceed DHS’s current technical requirements, as follows:

1. Offerors may propose open source software; however, the Offeror must provide operational support for the proposed software as part of its Proposal.
2. Offeror shall be authorized to furnish the proposed goods and services. Offerors proposing to resell services of another entity must be authorized by such other entity.
3. Maintain a record of new hire reports in System in a manner consistent with this RFP, State Policy and Federal Regulations to assist in monitoring compliance. The Contractor shall provide feedback to employers regarding the quality and completeness of the data submitted, and shall provide employers with pertinent information to improve accuracy and compliance.
4. International processing for State Data: As described in **Section 3.8 Security Requirements**, Offerors are advised that any processing or storage of data outside of the continental U.S. is prohibited
5. Implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (**Section 3.8.4 Data Protection and Controls**);
6. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the Contract; and
7. The Contractor, and Contractor Personnel, shall (i) abide by all applicable Federal, State and local Laws, Rules and Regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State and federal IT Security Policy and Standards as each may be amended or revised from time to time. (**Section 3.8.6 Security Plans**.)

**Network Requirements**

The Contractor shall:

1. Connect to the DHS network via a site-to-site Virtual Private Network (VPN) tunnel.
2. 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.
3. Maintain on all Contractor-supplied hardware updated virus software and virus definition files that are enabled to perform real time scans.
4. Not use a “dialup modem.”
5. Not install or utilize remote control or file sharing software unless explicitly approved in writing by the State.

### Required Project Policies, Guidelines and Methodologies

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which may be created or changed periodically. Offeror is required to review all applicable links provided below and state compliance in its response.

It is the responsibility of the Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:

1. The State of Maryland System Development Life Cycle (SDLC) methodology at: http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx ;;
2. The State of Maryland Information Technology Security Policy and Standards at: <http://www.DoIT.maryland.gov>- keyword: Security Policy;
3. The State of Maryland Information Technology Non-Visual Standards at: http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx;
4. The National Directory of New Hires (NDNH) Guide for Data Submission at: <https://www.acf.hhs.gov/css/resource/overview-of-national-directory-of-new-hires>; and
5. CSA Policies applicable to this project include Earnings Withholding (45CFR 302.70(1); 45 CFR 303.100; Annotated Code of MD, Family Law Article, Section 10-120) and 45 CFR 302.65; Annotated Code of MD, Family Law Article, Section 10-101; 5 CFR 581.103; and Enforcement of Health Insurance.

### Maintenance and Support

Maintenance and support, and Contractor’s ongoing maintenance and support obligations, are defined as follows:

1. Maintenance commences at the State acceptance of initial start up activities. Billing for such maintenance and support shall commence when the State accepts the deliverable.
2. Software maintenance includes all future software updates and system enhancements applicable to system modules licensed without further charge to all licensed users maintaining a renewable software support contract.
3. Support shall be provided for superseded releases and back releases still in use by the State.
4. For the first year and all subsequent Contract years, the following services shall be provided for the current version and one previous version (N-1) of any Software provided with the Deliverables, commencing upon commencement:
	1. Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
	2. Material Defects. Contractor shall notify the State of any material errors or defects in the Deliverables known, or made known to Contractor from any source during the life of the Contract that could cause the production of inaccurate or otherwise materially incorrect results. The Contractor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
	3. Updates. Contractor will provide to the State at no additional charge all new releases, security patches, and bug fixes (collectively referred to as “Updates”) for any software Deliverable developed or published by the Contractor and made available to its other customers.
	4. Notwithstanding the above, in the event of the enactment of any new State, and/or Federal, Law(s), and/or Regulation(s), and/or Requirement(s), the Contractor shall make all necessary additions and/or revisions and/or modifications to the System at no additional cost to the State.
5. Operations tasks to include virus scans

### Technical Support

1. “Technical Support” means Contractor-provided assistance for the services or Solution furnished under the Contract, after initial end-user support confirms a technical issue that requires additional troubleshooting capabilities; sometimes referenced as Tier II – IV support.
2. Technical Support shall be available to Employers during Normal State Business Hours.
3. The State shall be able to contact a Technical Support team member 24 hours per day, 7 days per week, 365 days per year.
4. Contractor Personnel providing Technical Support shall be familiar with the State’s account (i.e., calls shall not be sent to a general queue).
5. Contractor shall return calls for service of emergency system issues in accordance with **Section 2.7** (Service Level Agreement).
6. Calls for non-emergency IT service requests will be returned within three (3) hours or immediately the following Business Day if after Normal State Business Hours.
7. The State shall be provided with information on software problems encountered at other local child support offices, along with the solution to those problems, when relevant to State software.

### Backup

The Contractor shall:

1. Perform backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers;
2. Provide a “warm backup” website so that the primary site will not incur extended outages despite localized power, networking, or hardware failures;
3. Provide backups of the configuration and data as requested by the SPM;
4. Meet the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) metrics defined in **Section 2.7 Service Level Agreement**;
5. Perform backups for all application and configuration data that are necessary to restore the application to full operability on suitable hardware, in the event of a failure. The backup shall consist of at least:
	1. Incremental daily backups, retained for one (1) month;
	2. Full weekly backups, retained for three (3) months; and
	3. Last weekly backup for each month maintained for two (2) years.
6. Store weekly backups off-site;
7. Maintain one annual backup for duration of contract;
8. Backups are to be stored at the Contractor’s backup location;
9. Encrypt the backups in accordance with security requirements outlined in **Section 3.8.4.B.4** Data Protection and Controls;
10. Perform backup recovery testing at least semi-annually;
11. Provide on demand support for the State’s recovery of a backup set; and
12. Maintain a back-up copy of all data transmitted to the CSA as defined by CSA, and in a manner consistent with the Disaster Recovery (DR) requirements outlined in Section 3.6 Disaster Recovery.

## Deliverables

### Deliverable Submission

1. For every deliverable, the Contractor shall:
	1. Request that the SPM confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
	2. Submit to the SPM notification of the deliverable in appropriate format deemed acceptable.
2. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project or Microsoft Visio within two (2) versions of the current version. The SPM may request one hard copy of a written deliverable.
3. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the Contractor. This review process is entered into when the Contractor completes a deliverable.
4. For any written deliverable, the SPM may request a draft version of the deliverable, to comply with the minimum deliverable quality. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria.

### Deliverable Acceptance

1. The SPM shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The SPM is responsible for coordinating comments and input from various team members and stakeholders. The SPM is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.
2. In the event of rejection, the SPM will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

### Minimum Deliverable Quality

The Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

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. In each section of the deliverable, include only information relevant to that section of the deliverable.
5. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
6. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
7. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.
8. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
9. A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

### Deliverable Descriptions/Acceptance Criteria

In addition to the items identified in the table below, the Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the services provided through this contract and assigned tasks.

Documents for submission should be Microsoft 2010 or higher.

|  |  |  |  |
| --- | --- | --- | --- |
| **Section #** | **Deliverable Description** | **Acceptance Criteria** | **Due Date / Frequency**  |
| 3.2.1.Q | Transition-In Implementation Report | MS Document in compliance with format to be provided during the Reading Room segment. The deliverable shall meet the requirements of Section 3.2.1.Q | During the Transition-In Period, by noon Friday, on a weekly basis. |
| 2.3.7.I | Updated NHEIP | Package inclusive of: Welcome Notice, Brochure, MD Reporting Requirements. The deliverables shall meet the requirement of Section 2.3.7. I | At Transition-In due within five (5) Business Days after the Contract start date and within ten (10) days after implementation of any new law, change or request from the State Project Manager. |
| 3.9 | Problem Escalation Procedure | MS Word Document. The deliverable shall meet the requirement of Section 3.9 | 10 days after the start of each Contract year (and within 10 days after any change in circumstance which changes the Procedure). |
| 2.3.1.C.C | Administrative and Operational Procedures Manual | MS Word Document and CD. The deliverable shall meet the requirements of Section 2.3.1.C.C | Draft Manual is due 15 calendar days after the contract start date. The final Manual is due within 15 days after approval of the draft. Additionally, an updated submission due on December 1st of each contract year.  |
| 2.3.1.O | Rejected Mail Notices | MS Excel file. The deliverable shall meet the requirements of Section 2.3.1.O  | By the 15th of each month for the previous month’s activity. |
| 2.2.1 and 2.3.6 | Database Adjustments Report | MS Word document that meets requirements of Sections: 2.2.1 and 2.3.6. The reports shall contain at a minimum details of all activity related to the required adjustments,         implementation timelines and a work plan. | Thirty (30) calendar days after notice of Contract award, and within 30 calendar days of notification of changes in federal or State requirements until the Contract expires. |
| 2.4.8.L and3.6 | Disaster Recovery Plan (DRP) | MS Word Document. The deliverable shall meet the requirements of Sections 2.4.8.L and 3.6 | Within 30 days after the Contract start date. And bi-annually thereafter with due dates of January 15th, and July 15th each calendar year until end of Contract. |
| 2.3.7.E | Annual Outreach Plan | Annual Outreach Plan (AOP). The deliverable shall meet the requirements of Section 2.3.7 E | Initially within 30 calendar days of NTP, then on December 1st of each year of the Contract for the upcoming calendar year.  |
| 2.3.7.F | Maryland New Hire Monthly Reporting Statistics | MS Excel file in compliance with format to be provided during the Reading Room segment. The deliverables shall meet the requirement of Section  2.3.7.F | The first report is due 60 days after the Contract start date. Subsequent reports are to be submitted by the 10th of each month, for the previous reporting month  |
| 2.3.9 | Electronic Data File Transfer via DHS FTP Server | Electronic Data File in compliance with format to be provided during the Reading Room segment. The deliverable shall meet the requirements of Section 2.3.9 | Every business day, forward all newly entered records of the MSDNH Database to the DHS FTP Server. |
| 2.3.9.C  | Electronic Data File Transfer via DHS FTP – for forwarding to DLLR | The deliverable shall meet the requirement of Section  2.3.9. C | Once a week, for the purposes of forwarding to DLLR, an electronic copy of the report of new hires in the format to be agreed upon after the award. |
| 2.3.6.C and 3.2 C | Electronic Data File Transfer via DHS FTP - for forwarding to OCSE | Electronic Data File. The deliverable shall meet the requirement of Section 2.3.6 C and 3.2 C | Every business day, an electronic copy of the report of new hires for forwarding to the OCSE.  |
| 2.3.1 | Federal Rejection Report | Weekly Federal Rejection Data Report |  Every Monday, a revised electronic report of corrections re-submitted back to the Feds from the previous week’s Rejection Report must be submitted to the SPM within 5 Business Days |
| 3.4 | Maryland State Directory of New Hires- Monthly Invoice | MS Excel file in compliance with format to be provided during the Reading Room segment. The deliverable shall meet the requirements of Section 3.4 | By the 15th of each month for services provided in the previous month.  |
| 2.3.8 | Help Desk Hotline Activities | MS Excel File. The deliverable shall meet the requirement of Section 2.3.8 | By the 15th of every month. |
| 2.3.2.C | Repeat Employer Offenders | MS Excel File. The deliverable shall meet the requirements of Section 2.3.2.C | By the 15th of each month following the month that the incident of non-compliance occurred. |
| 3.13.A.1 and4.2.6.2.A | Prime Contractor Unpaid MBE Invoice Report and the Subcontractor Payment Invoice Report  | MS Word Document in compliance with Attachment D. The deliverables shall meet the requirement of Sections 3.13.A.1 and 4.2.6.2.A | By the 15th of the month following the report month. Copies of these forms are also to be submitted to the DHS MBE Liaison (address on forms). |
| 2.3.2 | Non-Compliant Employers Report | MS Excel file in compliance with format to be provided within the Reading Room for review prior to proposal submission. The deliverable shall meet the requirement of Sections 2.3.2  | Quarterly from the date of the NTP. |
| 2.3.2 | Employees Not Reported by Employer Report | MS Excel file in compliance with format to be provided within the Reading Room for review prior to proposal submission. The deliverable shall meet the requirement of Sections 2.3.2  | Quarterly from date of the NTP. |
| 2.3.2 | Non-Compliant Employer Notices | MS Word. The deliverable shall meet the requirements of Section 2.3.2. | Within 10 Business Days of receipt of the quarterly Federal EPP Report, send warning notices to potentially non-compliant employers. |
| 2.3.3 | Tracking and Monitoring Data Entry of the Electronic Work Order Tab (EWO) via Dashboard | Electronic Work Order Tab (EWO). The deliverables shall meet the requirements of Section 2.3.3 | Data Entry within Dashboard and weekly Mailing of Letters Weekly (every 5 Business Days). |
| 2.3.3 | Tracking and Monitoring Data Entry of the Electronic Work Order Tab (EWO) via Dashboard | Electronic Work Order Tab (EWO). The deliverables shall meet the requirements of Section 2.3.3 | Data Entry within Child Support Enforcement System (CSES) and bi-weekly Mailing of Income Withholding Notice (IWN) Letters Weekly (every 10 Business Days). |
| 2.3.3 | Tracking and Monitoring Data Entry of the Child Support Enforcement System (CSES)  | Child Support Enforcement System (CSES). The deliverables shall meet the requirements of Section 2.3.3 | Data Entry within Child Support Enforcement System (CSES) (every 2 Business Days) of employment inquiry Letter Mailings. |
| 2.2 | Child Support Local Office Administrative Functions | Child Support Local Office. The deliverables shall meet the requirements of Section 2.2 | Data Entry within Child Support Enforcement System (CSES) (every 2 Business Days) of employment inquiry Letter Mailings. |
| 2.3.4 | CSES NMSN Mailings | Undeliverable Letters to Custodial and Non-Custodial Parents. The deliverables shall meet the requirements of Section 2.3.4 | Within five (5) Business Days of customer notification and document the action taken and outcome within CSES |
| 2.3.4 | Process Completed NMSN | Process of NMSN. The deliverables shall meet the requirements of Section 2.3.4 | Within five (5) Business Days and document the action taken and outcome within CSES |
| 2.3.4 | Process NMSN – Health Option | Confirm Health Care Option with Custodial Parent. The deliverables shall meet the requirements of Section 2.3.4 |  Within twenty (20) Business Days and document the action taken and outcome within CSES |
| 2.3.4 | Process Completed NMSN after waiting period. | Confirm Health Care Option with Custodial Parent after waiting period. The deliverables shall meet the requirements of Section 2.3.4 | Within five (5) Business Days and document the action taken and outcome within CSES |
| 2.3.4 | Update information obtained through NMSN  | Update CSES with updated and processed NMSN. The deliverables shall meet the requirements of Section 2.3.4 | Within five (5) Business Days and document the action taken and outcome within CSES |
| 2.3.4 | Update information obtained through NMSN  | Process and Track receipt of all NMSN until end results are obtained. The deliverables shall meet the requirements of Section 2.3.4 | Within five (5) Business Days and document the action taken and outcome within CSES |
| 2.3.4 | Local Office Administrative Functions | Local Office involvement with Employers who will not comply with NMSN Program as in Section 2.3.4 | Within five (5) Business Days and document the action taken and outcome within CSES |
| 2.3.3.H | Local Office Administrative Functions | Local Office involvement with Employers who will not comply with Wage Withholding as in Section 2.3.3.H | Within five (5) Business Days and document the action taken and outcome within CSES |
| 2.3.3 D.3 | Local Office Administrative Functions | Local Office involvement with processing NCP cases on Workmen's Compensation as in Section 2.3.3 D.3 | Within five (5) Business Days and document the action taken and outcome within CSES |
| 2.3.3 H.3 | Local Office Administrative Functions | Local Office involvement with pending Modification and/or Custody Change as in Section 2.3.3 H.3 | Within (20) Business Days |
| 2.3.1.H | Corrective Action Plan (CAP) | Formal letter responding to CAP Request as requested by the State Project Manager, to ensure steps are taken to correct the shortfall of the requirement, and provide preventive methods for a future repetitive action. Refer to Section 2.3.1.H | Within two (2) days of the Contractor not processing new hire data  |
| 2.3.1.AA | Annual Report | 10 hard copies and one CD of Annual Report. The deliverable shall meet the requirement of Section 2.3.1 AA | By the 1st of March each year - 10 hard copies and one CD |
| 3.3.4.A | End of Contract Transition-Out Plan and final turnover plan | MS Project and MS Word Document. The deliverables shall meet the requirement of Section 3.4.4.A | One Hundred Twenty (120) Business Days prior to the end of the Contract. |
| 3.7.5 | Current Certificates of Insurance | The deliverables shall meet the requirement of Section 3.7.5  | Within Five (5) days from Notice of Award Recommendation. Additionally, at each Contract anniversary date including option periods, if exercised. Written notification of non-renewal and/or cancellation from the issuer of the insurance policies is due at least forty-five days before the expiration of said policies. In the event the State receives a notice of non-renewal and/or cancellation, an insurance policy from another carrier is due at least thirty days prior to the expiration of the non-renewed insurance policy. |
| 2.3.7.E | Annual Outreach Plan | Annual Outreach Plan (AOP). The deliverable shall meet the requirements of Section 2.3.7.E | Initially within 30 calendar days of NTP, then on July 1st of each year of the Contract for the upcoming calendar year.  |
| 3.10 | SOC 2 Audit Report | SOC Audit Report (SOC 2). The deliverable shall meet the requirements of Section 3.10 | The initial SOC 2 Audit shall be completed no later than 12 months after the contract start date. The audit period covered by the initial SOC 2 Audit shall start with the Contract Effective Date unless otherwise agreed to in writing by the State Project Manager. All subsequent SOC 2 Audits after this initial audit shall be performed at a minimum annually on the Contract Effective Date, and shall cover a 12-month audit period or such portion of the year that the Contractor furnished services.  |

## Service Level Agreement (SLA)

### Definitions

1. A “Problem” is defined as any situation or issue reported via a help desk ticket that is related to the system operation that is not an enhancement request.
2. “Problem Resolution Time” is defined as the period of time from when the help desk ticket is opened to when it is resolved.
3. Monthly Charges: for purposes of SLA credit calculation, Monthly Charges are defined as the charges set forth in Attachment B, Financial Proposal Form, invoiced during the month of the breach for the monthly fixed services, or, in the event of annual billing, 1/12 of the annual invoice amount Financial Proposal Form.

### SLA Requirements

The Contractor shall:

1. Be responsible for complying with all performance measurements, and shall also ensure compliance by all subcontractors.
2. Meet the Problem response time and resolution requirements as defined in **Sections 2.7.7 and 2.7.8 Problem Request Definitions and Times**.
3. Provide a monthly report to the SPM to monitor and detail response times and resolution times.
4. Log Problems into the help desk software and assign an initial severity (Emergency, High, Medium or Low as defined in **Section 2.7.8**). The State shall be allowed to elevate the problem severity as needed.
5. Respond to, and update all Problems, including recording when a Problem is resolved and its resolution. The SPM shall be notified when a Problem is resolved.
6. Contractor shall review any Problem with SPM to establish the remediation plan and relevant target dates.

### SLA Effective Date (SLA Activation Date)

SLAs set forth herein shall be in effect beginning with the commencement of services as of the completion of the Transition-In Period. Contractor shall be responsible for complying with all performance measurements, and shall also ensure compliance by all Subcontractors.

Beginning on the SLA Activation Date, for any performance measurement not met during the monthly reporting period, the SLA credit for that individual measurement shall be applied to the Monthly Charges.

### Service Level Reporting

1. Contractor performance will be monitored by the SPM.
2. The Contractor shall provide detailed monthly reports evidencing the attained level for each SLA.
3. The Contractor shall provide a monthly summary report for SLA performance.
4. Monthly reports shall be delivered via e-mail to the SPM by the 15th of the following month.
5. If any of the performance measurements are not met during the monthly reporting period, the Contractor will be notified of the standard that is not in compliance.

### SLA Service Credits

1. Time is an essential element of the Contract. For work that is not completed within the time(s) specified in the service level metrics below and/or in the Contract, the Contractor shall be liable for service credits in the amount(s) provided for in the Contract.
2. Service credits will be cumulative for each missed service requirement. The State, at its option for amount due the State as service credits, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. In the event of a catastrophic failure affecting all services and/or the entire Solution, all affected SLAs shall be credited to the State.
3. In no event shall the aggregate of all SLA credits paid to the State in any calendar month exceed 25% of the Monthly Charges.

Example: If the Monthly Charges were $100,000 and one SLA were missed, with an applicable 4% credit, the credit to the monthly invoice would be $4,000, and the State would pay a net Monthly Charge of $96,000.

1. The parties agree that any assessment of service credits shall be construed and treated by the parties not as imposing a penalty upon the Contractor, but as compensation to the State for the Contractor’s failure to satisfy its service level obligations.

### Root Cause Analysis

1. If the same SLA measurement yields an SLA credit more than once, the Contractor shall conduct a root cause analysis. Such root cause analysis shall be provided within 30 days of the second breach, and every breach thereafter.
2. In addition, for each ‘Emergency’ or ‘High’ priority Problem, the affected parties will perform a root cause analysis and institute a process of problem management to prevent recurrence of the issue.

### Service Level Measurements Table (System performance)

The Contractor shall comply with the service level measurements in the following table:

| No. | Service Requirement | Measurement | Service Level Agreement | SLA Credit |
| --- | --- | --- | --- | --- |
| 1 | Problem Response Time – Emergency | Average Response Time for Emergency Priority Problems.  | 98% <15 minutes | 1% |
| 2 | Problem Response Time – High  | Average Response Time for High Priority Problems.  | 98% <30 minutes | 1% |
| 3 | Problem Response Time – Normal | Average Response Time for Normal or Low Priority Problems | 98% <2 hours | 1% |
| 4 | Problem Resolution Time – Emergency | Resolution Time for each Emergency Priority Problem | 98% <2 hours | 1% |
| 5 | Problem Resolution Time – High | Resolution Time for each High Priority Problem | 98% <4 hours | 1% |
| 6 | Problem Resolution Time - Normal | Resolution Time for Normal Priority Problems  | 98% <24 hours | 1% |
| 7 | Problem Resolution Time – Low | Resolution Time for Low Priority Problems | 98% <72 hours | 1% |
| 8 | Scheduled Downtime/Maintenance | Scheduled maintenance and downtime shall only occur during Non-Business Hours. The Contractor shall provide 14 Calendar Days’ notice prior to any scheduled downtime.  |  6 hours each month | 1% |
| 9 | Service Availability | All application functionality and accessibility shall be maintained at 99.5% uptime performance levels. Contractor shall minimize or eliminate unscheduled network downtime to .5% or less.  | 99.5% | 1% |
| 10 | Disaster Recovery | Contractor shall provide recovery and continuity of operations within twenty-four (24) hours from declaration of disaster, restore 100% of System functionality to the State within 1 hour of a System/network failover.  | 24 hours  | 1% |
| 11 | Notification of Security Incident | Notification of a Security Incident within 24 hours of occurrence | 24 hours | 1% |
| 12 | Security Incident Reporting | Security incident reporting requirement in 1 Business Day  | 1 Business Day | 1% |
| 13 | Data Transmittal | Comply with the Data Transmittal requirements in Sections 2.3.1(G) and (H)  |  | 1% |
| 14 | Backups – As Scheduled and accurate. **See Section 2.4.7** | Backups performed and completed for 99% of the time | 99% | 1% |

The State shall have the unilateral right to reallocate percentages among the various SLAs annually on the anniversary of the Contract, provided that such reallocation will not exceed the cap identified in **Section** **2.6.5.**

### Problem Response Definitions and Times

The Contractor shall meet the Problem response time and resolution requirements.

The Contractor shall provide a monthly report to monitor and detail response times and resolution times.

| Service Priority | Response Time | Resolution Time | Response Availability | Work Outage  | Users Affected |
| --- | --- | --- | --- | --- | --- |
| Emergency | Less than 15 minutes | Within 2 hours of first report | 24 hours per day, seven days per week | Critical features of the System are impaired or not accessible | Affects 90% of System  |
| High | Less than 30 minutes | Within 4 hours after first report | 24 hours per day, seven days per week  | Major portions of the System are inaccessible.Systems or users are unable to perform some portion of their job. | Affects between 35% and 89% of users |
| Normal | Within 2 hours | Within 1 day (24 hours) after first report. If the outage is not resolved a resolution plan must be in place.  | Mon-Fri, 7:00 a.m. – 7:00 p.m. | Specific non-critical features are not operating as specifiedSystems or users are unable to perform a small portion of their job, but are able to complete most tasks.  | Affects between 35% and 15% of users. |
| LowTHE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. | Within 2 hours | Within 3 days (72 hours) after first report. If the outage is not resolved a resolution plan must be in place. | Mon-Fri, 7:00 a.m. – 7:00 p.m. | Lower priority features that can be done manually are not operating as specifiedOften a request for service with ample lead time.  | Affects less than 15% of users. |

# Contractor Requirements: General

## Contract Initiation Requirements

The Contractor shall coordinate with the SPM and all parties concerned to have smooth Transition-In Services. The Transition-In Period is Thirty (30) Days before the Go-Live Date and a draft 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 DHS 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 vendor, SPM 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:
	1. Receipt of the existing new hires data.
	2. Receipt of Installation, report testing and testing results of the new hires software to include the new hires database for the directory. The Contractor shall be prepared to take the database live upon receipt of a NTP from the SPM.
	3. Perform parallel testing with DHS, at no additional cost, as new systems are developed and implemented in a cloud based architecture. This may include modifying the System and/or data fields in order to exchange data via new batch file processes, Application Program Interfaces (API’s), and SFTP. DHS anticipates these activities will take place beginning in June 2019 with additional functionality being added through 2020.

**Note**: During the test period, the incumbent Contractor will continue receiving new hires records and will maintain the database. Prior to taking the database live, the incumbent Contractor will provide to the successor Contractor the most recent version of the new hires database, fifteen (15) days prior to Go-Live date. The daily file transfer to the new Contractor will begin on the 16th calendar day of the transition-in period.

1. Contact OTHS to ensure procedures are put in place to establish SFTP connectivity between the Contractor and DHS’s network. The name and contact information for the OTHS contact person will be provided to the Contractor at the Post Award Orientation Conference.
2. Contact DLLR to establish processes and procedures for obtaining and receiving electronic files containing the names and addresses of employers that conduct business in Maryland and are covered by the UI law. The name and contact information for the DLLR contact person will be provided to the Contractor at the Post Award Orientation Conference. The OTHS will be inclusive of the data transfer planning and implementation, as the data is submitted to DLLR via OTHS on a weekly basis.
3. Capturing each data element listed on the MD Employer File Submission Layout-DHS (Appendix 5) for every new hires record and the Federal Parent Locator Service National Directory Guide for Data Submission (Appendix 6, provided in Reading Room) to meet federal file format requirements.

**Note:** A completed record is defined as one that includes all mandatory data elements (Appendix 5, which will be provided in Reading Room), regardless of the format. If an employer’s new hires record does not contain the mandatory data elements it is considered incomplete and unacceptable. Some data elements are not required by Maryland Law but are necessary to meet DHS, DLLR and federal OCSE goals and objectives.

1. Contractor shall ensure that the local, national and facsimile phone numbers and the P.O. Box for the MSDNH are fully operational on the last day of the Transition-in Period.

## Transition-In

### Initial Transition-In period

1. At the Post-Award Orientation Conference, on the first day of the Contract, CSA will provide the Contractor with:
	1. An electronic version and a three-month supply of the NHEIP; and The three (3) local and national toll free telephone lines and fax numbers and a Post Office (PO) Box to be maintained by the Contractor.
2. Within five (5) Business Days after the Contract start date and again within fifteen (15) Business Days after the Contract start date, CSA will ensure that the incumbent vendor transfers the all applicable System data and files to the successor Contractor. Note: After installation of the database, OTHS will receive on an on-going daily and weekly basis, New Hires report file transfers from the Contractor for forwarding to CSA, the federal OCSE, and DLLR.
3. CSA will provide the Contractor, via SFTP, the quarterly Federal Employer Participation Project (EPP) Report. OTHS provides written notification to the SPM and the Contractor when the report is available for electronic transmission.
4. CSA will provide the Contractor with changes in federal New Hires reporting requirements or policies enacted during the Transition-In period and throughout the life of the Contract to be incorporated into the database or NHEIP and/or implemented by the Contractor.
5. During the Transition-In Period, the Contractor will have access to the New Hires website uniform resource locator (URL), (<https://newhire-reporting.com/md-newhire/>. The Contractor will be responsible for ongoing maintenance, enhancements and updates to the website during the term of the Contract. Any changes to the website must be approved by the SPM.
6. During the Transition-In Period, CSA, will provide a train-the-trainer session regarding use of the System and its applications.
7. CSA is responsible for providing required information, data, documentation, and test data to facilitate the Contractor’s performance of the work, and will provide such additional assistance and services as is specifically set forth.
8. During the transition-In Period, CSA will provide the Contractor with access to the ECMS.
9. CSA will provide troubleshooting and technical assistance to the Contractor for CSES and Dashboard between the hours of 8:30 a.m. and 4:30 p.m., Local Time Monday through Friday. The CSES and Dashboard URL’s and telephone number for Technical Support will be provided at the Post Award Kick-off Meeting.
10. CSA will provide website links from CSA’s web pages directing employers to the ESW.
11. CSA will provide branding artifacts (logo graphics, cascading style sheet (CSS) files, layouts, and associated Web-design documentation) sufficient for the Contractor to establish a branding and “look and feel” consistent with the State’s standards.
12. CSA will provide system user accounts for access to the Dashboard and CSES during the transition in period. On the last day of the Transition-in Period, CSA will provide the Contractor with a CSV file of the New Hires Database.
13. CSA will provide the Contractor with scripts for questions it is anticipated that they will receive related to NMSN and IWN processing during the transition in period.
14. CSA will provide the Contractor with a list of primary and secondary phone numbers for each local child support office, as well as all scenarios for which the EHC calls shall be transferred.
15. CSA will provide the Contractor with a list of standardized Case Action Log (CAL) note templates to use and a description of instances for which they are to be used.
16. CSA will provide the Contractor with a Maryland.Gov email addresses. The Contractor is responsible for monitoring and responding to inquiries received by the email addresses and adhering to Maryland’s email policies.
17. The Contractor shall submit to the SPM a Transition-In Implementation Report by 12:00 p.m., Friday, on a weekly basis, documenting the status of all Transition-In activities until completed.

### Implementation of Phases Schedule for ESW

The Contractor shall develop and maintain a database to serve as the reporting center with Employer Reporting capabilities. The Contractor shall expand services and deliver in the phases described below to include:

1. Phase 1: Foundation, Branding, and Data Cleansing
	1. During this phase, the ESW site will be established and come online for employers within fifteen (15) Calendar Days during transition-in for self-service use in responding to outreach materials and providing demographic information to the CSA.
	2. Initial extracts of employer data from CSES will be used to seed the ESW database, but there will be no feedback to CSES at this point, as data cleansing staff will be actively following the cleansing methodology in order to qualify and cleanse the data as described herein.
	3. The ESW site must adopt the agreed-upon State look and feel through style sheets and branding.
	4. The Contractor shall provide a service implementation plan and schedule with the technical proposal subject to the review and approval of the SPM. The service implementation plan and schedule shall be considered accepted only after written confirmation has been issued by the SPM.
2. Phase 2: IWN, EV, and NMSN Processing
	1. Upon delivery of Phase 1 during the transition-in period, the Contractor will, through the ESW, accept requests for Employer/Income verifications, accept returned NMSNs and IWNs, and MSDNH reports.
	2. The ESW must separate paper delivery notices from electronic delivery notices, and produce the appropriate format based on the employer’s selection of electronic or paper response identified in the employer’s profile.
	3. Responses that are received from employers must be conveyed back to CSES and the Dashboard.
3. Phase 3: Outreach and Customer Service
	1. In this Phase, Contractor staff will begin delivery of all remaining operational services.
	2. The EWS should perform all requested functions.

## End of Contract Transition

### The Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to sixty (60) calendar days prior to Contract end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:

1. Provide additional services and support as requested to successfully complete the transition;
2. Maintain the services called for by the Contract at the required level of proficiency;
3. Provide updated System documentation; and
4. Provide current operating procedures.

### The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the SPM. The SPM may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of the Contract.

### The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the SPM.

### The Contractor shall support end-of-Contract transition efforts with technical and project support to include but not be limited to:

1. The Contractor shall provide a draft Transition-Out Plan one hundred twenty (120) Business Days in advance of Contract end date.
2. The Transition-Out Plan shall address at a minimum the following areas:
	1. Any staffing concerns/issues related to the closeout of the Contract;
	2. Communications and reporting process between the Contractor, the Department and the SPM;
	3. Security and system access review and closeout;
	4. Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Department or a designee (as appropriate);
	5. Any final training/orientation of Department staff;
	6. Connectivity services provided, activities and approximate timelines required for Transition-Out;
	7. Knowledge transfer, to include:
		1. A working knowledge of the System environments as well as the general business practices of the Department;
		2. Review with the Department the procedures and practices that support the business process and current system environments;
		3. Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of the Contract;
		4. Documentation that lists and describes all hardware and software tools utilized in the performance of the Contract;
		5. A working knowledge of various utilities and corollary software products used in support and operation of the Solution;
	8. Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
	9. Any risk factors with the timing and the Transition-Out schedule and transition process. The Contractor shall document any risk factors and suggested solutions.
3. The Contractor shall ensure all documentation and data including, but not limited to, System documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the SPM.
4. The Contractor shall provide copies of any current daily and weekly back-ups to the Department or a third party as directed by the SPM as of the final date of transition, but no later than the final date of the Contract.
5. Access to any data or configurations of the System and services shall be available after the expiration of the Contract.

### Return and Maintenance of State Data

1. Upon termination or the expiration of the Contract, the Contractor shall:
	1. Return to the State all State data in either the form it was provided to the Contractor or in a mutually agreed format along with the schema necessary to read such data;
	2. Preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the Contract term;
	3. After the retention period, the Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and
	4. Prepare an accurate accounting from which the State may reconcile all outstanding accounts.
2. During any period of service suspension, the Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the SPM.
3. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by Contractor with respect to the services.
4. On the last day of the Transition-in Period, Contractor shall provide the new incumbent with access to the PO Box for retrieval of incoming correspondence and data submissions into the System.
5. Develop a “warm backup” website so that the primary site will not incur extended outages despite localized power, networking, or hardware failures.

## 3.4 Invoicing

### General

1. The Contractor shall provide the original of each invoice and signed authorization to invoice to the SPM, at the following address:

**Vashti Green, Director**

Contract Services & Procurement

DHS/Child Support Administration

311 W. Saratoga Street, 3rd Floor

Baltimore, Maryland 21201

Email backup to: Vashti.Green@Maryland.Gov.

1. All invoices for services shall be verified by the Contractor as accurate at the time of submission.
2. Any invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
	1. Contractor name and address;
	2. Remittance address;
	3. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
	4. Invoice period (i.e. time period during which services covered by invoice were performed);
	5. Invoice date;
	6. Invoice number;
	7. State assigned Contract number;
	8. State assigned (Blanket) Purchase Order number(s);
	9. Goods or services provided;
	10. Amount due; and
	11. Any additional documentation required by regulation or the Contract.
3. Invoices that contain both fixed price and time and material items shall clearly identify each item as either fixed price or time and material billing.
4. The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.
5. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
6. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
7. 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 60 calendar days from the Contract termination date.

### Invoice Submission Schedule

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

1. For items of work for which there is one-time pricing (see **Attachment B** – Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by the Department.
2. For items of work for which there is annual pricing, see **Attachment B**– Financial Proposal Form, those items shall be billed in equal monthly installments for the applicable Contract year in the month following the performance of the services.

### Time and Materials Invoicing

1. If applicable, all time and material invoices shall be accompanied by a signed timesheet as described below and notice(s) of acceptance issued by the State: DPAF for each time period invoiced (see online example at http://doit.maryland.gov/contracts/Documents/\_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf). Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person’s timesheet for the period signed by the Contract Monitor.
2. Time Sheet Reporting

If and when Work Orders become applicable (see Section 3.15), within three (3) Business Days after the 15th and last day of the month, the Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the Contract.

At a minimum, each semi-monthly timesheet shall show:

* 1. Title: “Time Sheet for  Sr. Subject Matter Expert”;
	2. Issuing company name, address, and telephone number;
	3. For each employee /resource:
		1. Employee / resource name, and
		2. For each Period ending date, e.g., “Period Ending: mm/dd/yyyy” (Periods run 1st through 15th, and 16th through last day of the month.):
			1. Tasks completed that week and the associated deliverable names and ID#s;
			2. Number of hours worked each day;
			3. Total number of hours worked that Period;
			4. Period variance above or below 40 hours;
			5. Annual number of hours planned under the Task Order;
			6. Annual number of hours worked to date; and
			7. Balance of hours remaining;
	4. Annual variance to date (Sum of periodic variances); and
	5. Signature and date lines for the SPM.
1. Time sheets shall be submitted to the SPM prior to invoicing. The SPM shall sign the timesheet to indicate authorization to invoice.

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

1. The amount invoiced is inconsistent with the Contract;
2. The proper invoice has not been received by the party or office specified in the Contract;
3. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
4. The item or services have not been accepted;
5. The quantity of items delivered is less than the quantity ordered;
6. The items or services do not meet the quality requirements of the Contract; or
7. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

### Travel Reimbursement

Travel will not be reimbursed under this RFP.

## Liquidated Damages

### MBE Liquidated Damages

MBE liquidated damages are identified in **Attachment M.**

### Liquidated Damages other than MBE

THIS SECTION IS INAPPLICABLE TO THIS RFP.

## Disaster Recovery and Data

The following requirements apply to the Contract:

### Redundancy, Data Backup and Disaster Recovery

1. Provide a “warm backup” website so that the primary site will not incur extended outages despite localized power, networking, or hardware failures
2. Unless specified otherwise in the RFP, Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, Contractor’s processing capability and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the Contractor’s obligations under this provision.
3. The Contractor shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor/subcontractor’s operations (including, but not limited to, disruption to information technology systems), however caused.
4. The contingency and DR plans must be designed to ensure that services under the Contract are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
5. The Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover/fallback operations. The Contractor shall send the SPM a notice of completion following completion of DR testing.
6. Such contingency and DR plans shall be available for the Department to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.
7. A Disaster Recovery Plan (DRP) shall be submitted to the SPM within thirty (30) days after the Contract’s start date, and bi-annual testing results provided on January 15 and July 15 of each calendar year until Contract’s end.

### Data Export/Import

1. The Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
	1. Perform a full or partial import/export of State data within 24 hours of a request; or
	2. Provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.
2. Any import or export shall be in a secure format per the Security Requirements.

### Data Ownership and Access

1. Data, databases, reports, and derived data products created, collected, manipulated, or directly purchased as part of this RFP are the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
2. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder or (4) at the State’s written request.
3. The Contractor shall limit access to and possession of State data to only Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such Contractor Personnel on the confidentiality obligations set forth herein.
4. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
5. The Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.

### Provisions in Sections 3.6.1-3.6.3 shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of Sections 3.6.1-3.6.3 (or the substance thereof) in all subcontracts.

## Insurance Requirements

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

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

1. Commercial General Liability - of $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and $3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
2. Errors and Omissions/Professional Liability - $1,000,000 per combined single limit per claim and $3,000,000 annual aggregate.
3. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of $1,000,000 per loss, and a minimum single loss retention not to exceed $10,000. The State of Maryland and the Department should be added as a “loss payee.”
4. Cyber Security / Data Breach Insurance – (For any service offering hosted by the Contractor) ten million dollars ($10,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State’s claimants or employers is processed or stored.
5. Worker’s Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act, to not be less than one million dollars ($1,000,000) per occurrence (unless a state’s law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
6. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

### The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers’ Compensation Insurance and professional liability.

### All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days’ advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.

### Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.

### The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the State Project Manager.

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

## Security Requirements

The following requirements are applicable to the Contract:

### Employee Identification

1. Contractor Personnel shall:
2. Display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
3. Cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
4. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion that Contractor Personnel has not adhered to the Security requirements specified herein.
5. The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

### Security Clearance / Criminal Background Check

In accordance with State and Federal regulations the Contractor is required to comply with and complete the following background check requirements. The Contractor shall:

1. Obtain from each prospective employee, contractor, and subcontractor a signed statement permitting a criminal background check.
2. Obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, which shall include at a minimum: fingerprinting, a check of local law enforcement records where the individual has lived, worked, or attended school within the last five (5) years, and a check of citizenship/residency, for each individual performing services under the Contract.
3. Complete USCIS Form I-9 to document verification of the identity and employment authorization of each new employee. Within three (3) days of completion, Contractor shall process the new employee through E-Verify to assist with verification of his/her status and the documents provided. The E-Verify is free of charge and can be located at [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).
4. Ensure that the criminal background check is performed by a public or private entity and is done at the Contractor’s expense, and shall be completed prior to any Contractor or subcontractor’s employee providing services or accessing DHS data or Federal Tax Information (FTI) (including but not limited to electronic data and/or paper files).
5. Ensure the CJIS background check shall cover a period of ten (10) years.
6. Review the CJIS criminal record check of each employee, contractor, and/or subcontractor, who will work on this Contract for convictions of any of the following crimes described below, which shall constitute a bar to employment under the Contract if the conviction occurred within three (3) years from the date of the inquiry:
	1. child abuse;
	2. child neglect;
	3. spousal abuse;
	4. any other crime against children including possession and/or distribution of child pornography;
	5. a crime involving violence, including rape, sexual assault, homicide, or assault;
	6. crimes against property;
	7. crimes against public administration
	8. a crime involving telecommunications and electronics; or
	9. crimes involving fraud and theft.
7. Provide a Criminal Background Check Affidavit (**Attachment R**) for each employee, contractor, and/or subcontractor certifying to the Department that a background check has been performed. Prior to award, the Affidavits shall be submitted with the Proposals. After award, the Affidavits shall be submitted to the SPM. Criminal background checks or reinvestigations must be conducted on all employees assigned to work under the Contract annually from the date of the previous background investigation.
8. Ensure that if a prospective employee has been convicted of a criminal offense, including
Probation Before Judgment, other than an offense listed in Section 6 above, or if the conviction is more than three (3) years old, the Contractor shall make an initial individualized assessment of whether to hire the applicant. The Department reserves the right to reject any of Contractor’s employees, contractors, or subcontractors that DHS determines, in its sole discretion, to be inconsistent with the performance and/or security requirements set forth in this Contract and DHS policy.

### On-Site Security Requirement(s)

1. For the conditions noted below, Contractor Personnel may be barred from entrance or leaving any site until such time that the State’s conditions and queries are satisfied.
	1. Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.
2. Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the State of Maryland may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.
3. Further, Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

### Data Protection and Controls

1. Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to computers, servers, network, and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cyber security framework.
2. To ensure appropriate data protection safeguards are in place, the Contractor shall implement and maintain the following controls at all times throughout the Term of the Contract (the Contractor may augment this list with additional controls):
	1. Establish separate production, test, and training environments for systems supporting the services provided under the Contract and ensure that production data is not replicated in test or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section** **3.8.4 Data Protection and Controls**.
	2. Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides https://www.cisecurity.org/, Security Technical Implementation Guides (STIG) http://iase.disa.mil/Pages/index.aspx, or similar industry best practices to reduce the systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible or not performed according to best practices. Any hardening practices not implemented shall be documented with a Plan of Action and Milestones (POAM) including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, the deactivation of unneeded features in the Contractor’s system configuration files, and automated operating system and application patch management.
	3. Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
	4. Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor is responsible for the encryption of all Sensitive Data.
	5. For all State data the Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks.
	6. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:

<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>

<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>

* 1. Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology’s Information Security Policy.
	2. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Department shall have the right to inspect these policies and procedures and the Contractor or subcontractor’s performance to confirm the effectiveness of these measures for the services being provided under the Contract.
	3. Ensure system and network environments are separated by properly configured and updated firewalls.
	4. Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.
	5. By default “deny all” and only allow access by exception.
	6. Review, at least annually, the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
	7. Perform monthly vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to the Contract. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 calendar days following the earlier of vulnerability’s identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect the Contractor’s policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.
	8. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology’s Information Security Policy ( https://doit.maryland.gov/Lists/DoIT%20Policies/Attachments/51/Data-Security-Policy-v1.1.pdf), including specific requirements for password length, complexity, history, and account lockout.
	9. Comply with the IRS Safeguarding Publication 1075, which requires the safeguarding guidelines for Federal, State and Local Agencies relating to IRS information and documentation controls.
	10. Ensure State data is not processed, transferred, or stored outside of the United States (“U.S.”). The Contractor shall provide its services to the State and the State’s end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the Contractor shall not allow Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its Contractor Personnel to access State data remotely only as required to provide technical support.
	11. Ensure Contractor’s Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor shall complete any necessary paperwork as directed and coordinated with the SPM to obtain approval by the State to connect Contractor -owned equipment to a State LAN/WAN.
	12. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under the Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
	13. Conduct regular external vulnerability testing designed to examine the service provider’s security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service’s security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.

### Security Logs and Reports Access

1. For a non-State hosted solution, the Contractor shall provide reports to the State in a mutually agreeable format.
2. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to the Contract.

### Security Plan

1. The Contractor shall protect State data according to a written security policy (“Security Plan”) no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.
2. The Security Plan shall detail the steps and processes employed by the Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the Contract.
3. Security Plan shall cover the most critical federal and state laws, regulations, Executive Orders, policies, standards and directives including:
	1. E-Government Act of 2002
	2. The Privacy Act of 1974
	3. Clinger-Cohen Act of 1996
	4. National Technology Transfer and Advancement Act of 1996
	5. Health Insurance Portability and Accountability Act of 1996 (HIPAA)
	6. Federal Information Security Management Act of 2002 (FISMA)
	7. Federal Information Security Modernization Act of 2014 (FISMA)
	8. Federal Financial Management Improvement Act of 1996 (FFMIA)
	9. Federal Acquisition Streamlining Act of 1994 (FASA)
	10. United States Government Accountability Office, Federal Information System Controls Audit Manual (FISCAM)
	11. OMB Circulars
	12. OMB Memoranda
	13. Federal Information Processing Standards (FIPS)
	14. CMS Information Systems Security and Privacy Policy (IS2P2)
	15. NIST Special Publications
	16. IRS Publication 1075 - Tax Information Security Guidelines For Federal, State, and Local Agencies
	17. State of Maryland Department of IT (DoIT) and DHS policies, plans and procedures.

### Security Incident Response

1. The Contractor shall notify the Department in accordance within this - **Section 3.8.7.A-D,** when any Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
	1. Notify the Department within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the State Project Manager, Department Chief Information Officer (CIO), Department Chief Information Security Officer (CISO), or other designee;
	2. Notify the Department within two (2) hours if there is a threat to Contractor’s Solution as it pertains to the use, disclosure, and security of State data; and
	3. Provide written notice to the Department within one (1) Business Day after Contractor’s discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Department requests concerning such unauthorized use or disclosure.
2. Contractor’s notice shall identify:
	1. The nature of the unauthorized use or disclosure;
	2. The State data used or disclosed,
	3. Who made the unauthorized use or received the unauthorized disclosure;
	4. What the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
	5. What corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
	6. The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
3. The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.
4. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Department) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

### Data Breach Responsibilities

1. If the Contractor reasonably believes or has actual knowledge of a Data Breach, the Contractor shall, unless otherwise directed:
	1. Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon Incident Reponse Policy, Plan and Procedure in accordance with the Security plan or security procedures unless a shorter time is required by applicable law;
	2. Cooperate with the State to investigate and resolve the data breach;
	3. Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
	4. Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
2. If a Data Breach is a direct result of the Contractor’s breach of its Contract obligation to encrypt State data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to the Contract’s limitation of liability.

### The State shall, at its discretion, have the right to review and assess the Contractor’s compliance to the security requirements and standards defined in the Contract.

### Provisions in Sections 3.8.1 – 3.8.9 shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of Sections 3.8.1 – 3.8.9 (or the substance thereof) in all subcontracts.

## Problem Escalation Procedure

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

### The Contractor shall provide contact information to the SPM, as well as to other State personnel as directed should the SPM not be available.

### The Contractor must provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

1. The process for establishing the existence of a problem;
2. Names, titles, and contact information for progressively higher levels of personnel in the Contractor’s organization who would become involved in resolving a problem;
3. For each individual listed in the Contractor’s PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor’s PEP;
4. Expedited escalation procedures and any circumstances that would trigger expediting them;
5. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
6. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
7. A process for updating and notifying the SPM of any changes to the PEP.

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

## SOC 2 Type 2 Audit Report

### A SOC 2 Type 2 Audit applies to the Contract. The applicable trust principles are: Security, Availability, Processing Integrity, Confidentiality, and offsite backup, change management, as well as disaster recovery.

### In the event the Contractor provides services for identified critical functions, handles Sensitive Data, or hosts any related implemented system for the State under the Contract, the Contractor shall have an annual audit performed by an independent audit firm of the Contractor’s handling of Sensitive Data or the Department’s critical functions. Critical functions are identified as all aspects and functionality of the Solution including any add-on modules and shall address all areas relating to Information Technology security and operational processes. These services provided by the Contractor that shall be covered by the audit will collectively be referred to as the “Information Functions and Processes.” Such audits shall be performed in accordance with audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department, to assess the security of outsourced client functions or data (collectively, the “Guidance”) as follows:

1. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the “SOC 2 Audit” or “SOC 2 Report”). All SOC2 Audit Reports shall be submitted to the SPM as specified in Section F below. The initial SOC 2 Audit shall be completed no later than 12 months after the contract start date. The audit period covered by the initial SOC 2 Audit shall start with the Contract Effective Date unless otherwise agreed to in writing by the State Project Manager. All subsequent SOC 2 Audits after this initial audit shall be performed at a minimum on an annual basis throughout the Term of the Contract, and shall cover a 12-month audit period or such portion of the year that the Contractor furnished services.
2. The SOC 2 Audit shall report on the suitability of the design and operating effectiveness of controls over the Information Functions and Processes to meet the requirements of the Contract, including the Security Requirements identified in **Section 3.8**, relevant to the trust principles identified in **Section 3.10**: as defined in the aforementioned Guidance.
3. The audit scope of each year’s SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Processing Integrity, Confidentiality, and Privacy) to accommodate any changes to the environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and Processes through modifications to the Contract or due to changes in Information Technology or the operational infrastructure. The Contractor shall ensure that the audit scope of each year’s SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.
4. The scope of the SOC 2 Report shall include work performed by any subcontractors that provide essential support to the TO Contractor or essential support to the Information Functions and Processes provided to the Department under the Contract. The Contractor shall ensure the audit includes all such subcontractors operating in performance of the Contract.
5. All SOC 2 Audits, including those of the Contractor, shall be performed at no additional expense to the Department.
6. The Contractor shall provide to the State Project Manager, within 30 calendar days of the issuance of each SOC 2 Report, a complete copy of the final SOC 2 Report(s) and a documented corrective action plan addressing each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor along with the date(s) when each remedial action is to be implemented.
7. If the Contractor currently has an annual, independent information security assessment performed that includes the operations, systems, and repositories of the Information Functions and Processes being provided to the Department under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the Department will determine in consultation with appropriate State government technology and audit authorities whether the Contractor’s current information security assessments are acceptable in lieu of the SOC 2 Report(s).
8. If the Contractor fails during the Contract term to obtain an annual SOC 2 Report by the date, the Department shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and Processes utilized or provided by the Contractor and under the Contract. The Contractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. The Department will invoice the Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the Contractor.
9. Provisions in Section 3.10.1-2 shall survive expiration or termination of the Contract. Additionally, the Contractor and shall flow down the provisions of Section 3.10.1-2 (or the substance thereof) in all subcontracts.

## Experience and Personnel

### Number of Personnel to Propose

As part of the Proposal evaluation, Offerors shall propose exactly one (1) Key Personnel who is expected to be available as of the start date specified in the NTP Date. Offeror shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Department. Offeror may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

### Key Personnel Identified

The following positions to be identified in the Technical Proposal will be considered Key Personnel, and shall be required to meet the qualifications stated in **Section 3.11**

1. Project Manager, Functional

Position Description: The Functional Project Manager performs day-to-day management of activities pertaining to the functional deliverables of the project. This individual is responsible for performing the following Position Description:

1. Facilitating State agency and Master Contractor discussions / meetings;
2. Identifying issues and risks, and recommending possible issue and risk mitigation strategies;
3. Identifying critical paths, tasks, dates, testing, and acceptance criteria;
4. Ensuring that performance is within scope, consistent with requirements, and delivered on time and within budget;
5. Providing solutions to improve efficiency (e.g., reducing costs while maintaining or improving performance levels);
6. Monitoring issues and providing resolutions for up-to-date status reports; and
7. Demonstrating excellent writing and oral communications skills.

Education: This position requires a Bachelor’s degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or a related discipline. Candidates must possess a PMP certification from the PMI.

General Experience: The proposed candidate must have at least five (5) years of experience in project management.

Specialized Experience: The proposed candidate must have at least five (5) years of experience managing IT related projects. This individual must have experience in a leadership role for at least three (3) successful projects that were delivered on time and within budget, including a project similar in size to the State of Maryland enterprise-wide implementation. In addition, he/she must have at least three (3) years of experience in managing projects with an organizational change management component that involve working with stakeholder groups across the organization. The candidate must possess at least three (3) years of experience using PMI's PMBoK methodologies and artifacts.

### Work Hours

### Unless otherwise specified, the following work hour requirements are applicable:

* + 1. If and when Work Orders are used (see Section 3.15), Contractor personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities must be billed on an actual time worked basis at the rates proposed.

## Substitution of Personnel

### Continuous Performance of Key Personnel

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

1. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the SPM or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
2. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the SPM.
3. The provisions of this section apply to Key Personnel identified in any Work Order Request and Work Order, if issued.

### Definitions

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

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

### Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 3.12**.

1. The Contractor shall demonstrate to the SPM’s satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
2. The Contractor shall provide the SPM with a substitution request that shall include:
	1. A detailed explanation of the reason(s) for the substitution request;
	2. The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
	3. The official resume of the current personnel for comparison purposes; and
	4. Evidence of any required credentials.
3. The SPM may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
4. The SPM will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The SPM will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

### Replacement Circumstances

1. Directed Personnel Replacement
	1. The SPM may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the SPM, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Department’s policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **3.12.4.A.2**.
	2. If deemed appropriate in the discretion of the SPM, the SPM may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the SPM. If the SPM rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the SPM within five (5) days, or in the timeframe set forth by the SPM in writing.
	3. Should performance issues persist despite an approved Remediation Plan, the SPM may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.
	4. Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State’s remedies under the Contract or which otherwise may be available at law or in equity.
	5. If the SPM determines to direct substitution under **3.12.4.A.1**, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the SPM deems it necessary and in the State’s best interests to remove the Contractor Personnel with less than fifteen (15) days’ notice, the SPM may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
	6. In circumstances of directed removal, the Contractor shall, in accordance with paragraph **3.12.4.A.1** of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.
2. Key Personnel Replacement
	1. To replace any Key Personnel in a circumstance other than as described in **3.12.4.B**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 3.12.3** to the SPM at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the SPM approves the substitution in writing.
	2. Key Personnel Replacement Due to Sudden Vacancy
		1. The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 3.12.4.B.1**.
		2. Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under **Section 3.12.3** within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.
	3. Key Personnel Replacement Due to an Indeterminate Absence
		1. If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the SPM as required under **Section 3.12.3**.
		2. However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the SPM the SPM may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel’s ability to return.

### Substitution Prior to and Within 30 Days After Contract Execution

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

## Minority Business Enterprise (MBE) Reports

If this solicitation includes an MBE Goal (see **Section 4.26**), the Contractor shall:

1. Submit the following reports by the 10th of each month to the SPM and the Department’s MBE Liaison Officer:
	1. A Prime Contractor Paid/Unpaid MBE Invoice Report (**Attachment D-4A**) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
	2. An MBE Prime Contractor Report (**Attachment D-4B**) identifying an MBE prime’s self-performing work to be counted towards the MBE participation goals.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit an MBE Subcontractor Paid/Unpaid Invoice Report (**Attachment D-5**) by the 10th of each month to the SPM and the Department’s MBE Liaison Officer that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amounts of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, type of work performed by each, and actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State’s representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
5. Upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

## Veteran Small Business Enterprise (VSBE) Reports

If this solicitation includes a VSBE Goal (see **Section 4.27**), the Contractor shall:

1. Submit the following reports by the 10th of the month following the reporting period to the SPM and the Department VSBE representative:
	1. VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report (**Attachment E-3**) listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice and the reason payment has not been made; and
	2. **Attachment E-4**, the VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the SPM and the VSBE Liaison Officer.
2. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly by the 10th of the month following the reporting period to the SPM and Department VSBE representative a report that identifies the prime contract and lists all payments received from Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amount of those invoices (**Attachment E-4**).
3. Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of VSBE and non-VSBE subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State’s representatives verifying compliance with the VSBE participation obligations. The Contractor must retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the Contract.
5. At the option of the Department, upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

## Work Orders

Work Orders

1. Additional services or resources within the scope of the Contract will be provided via a Work Order process. Additional services will be governed by the DHS Agile development practices, and may include custom development, configuration, migration, and/or integration with other DHS applications as detailed in **Section 2.2.2**. Work shall not begin in advance of a fully executed Work Order. The SPM shall e-mail a Work Order Request (See **Attachment Q**) to the Contractor to provide services or resources that are within the scope of this RFP. The Work Order Request will include:
2. Technical requirements and description of the service or resources needed
3. Performance objectives and/or deliverables, as applicable
4. Due date and time for submitting a response to the request, and
5. Required place(s) where work must be performed
6. The Contractor shall e-mail a response to the SPM within the specified time and include at a minimum:
7. A response that details the Contractor’s understanding of the work;
8. A price to complete the Work Order Request using the format provided in **Attachment Q**;
9. A description of proposed resources required to perform the requested tasks, with the labor category listed in accordance with the Pricing Proposal for Work Orders **Attachment B**;
10. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks;
11. State-furnished information, work site, and/or access to equipment, facilities, or personnel; and
12. The proposed personnel resources, including any subcontractor personnel, to complete the task.
13. For a T&M Work Order, the SPM will review the response and will confirm the proposed labor rates are consistent with this RFP. For a fixed price Work Order, the SPM will review the response and will confirm the proposed prices are acceptable.

The only labor category associated with the work orders will be a Sr. Subject Matter Expert who shall have the following education and experience:

Subject Matter Expert (Senior)

**Position Description:** The Subject Matter Expert (Senior) defines requirements, performs analyses, and develops plans and requirements for systems. The area of expertise may be related to a specific discipline required by the State agency including, but not limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment. Requires expertise in the formulation of specifications and in the execution of technical initiatives in vertical areas.

**Education:** This position requires a Bachelor’s degree from an accredited college or university with a major in the specific discipline required by the State. (Note: A Master’s degree or Ph. D. degree is preferred.)

**General Experience:** The proposed candidate must have at least twelve (12) years of relevant industry experience in the discipline is required.

**Specialized Experience:** The proposed candidate must have at least ten (10) years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

1. The SPM may contact the Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the Procurement Officer for a determination of compliance with the Contract and a determination whether a change order is appropriate. Written Procurement Officer approval is required before Work Order execution by the State.
2. Proposed personnel on any type of Work Order shall be approved by the SPM. The Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. The SPM shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the Contractor of acceptance or denial of the personnel.
3. Performance of services under a Work Order shall commence consistent with an NTP issued by the SPM for such Work Order.

## Additional Clauses

The Contractor shall be subject to the requirements in this section and shall flow down the provisions of **Sections 3.16.1 – 3.16.5** (or the substance thereof) in all subcontracts.

### Custom Software

1. As described in the sample Contract (**Attachment M**), the State shall solely own any custom software, including, but not limited to application modules developed to integrate with a COTS, source-codes, maintenance updates, documentation, and configuration files, when developed under the Contract.
2. Upon a Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Contractor’s dissolution, Contractor’s discontinuance of support of any software or system, the Contractor shall convey to the State all rights, title, and interests in all custom software, licenses, software source codes, and all associated System Documentation that comprises any solutions proposed as a part of the Contract These rights include, but are not limited to, the rights to use, and cause others to use on behalf of the State, said software, software documentation, licenses, software source codes, and System Documentation.

### Custom Source Code

1. For all custom software provided to the State pursuant to any Contract, the Contractor shall either provide the source code directly to the State in a form acceptable to the State, or deliver two copies of each software source code and software source code documentation to a State-approved escrow agent at no additional cost to the State following the terms set forth in the sample contract (**Attachment M**).
2. The State shall have the right to audit custom software source code and corresponding software source code documentation for each software product that comprises the solution as represented by the Contractor. This audit shall be scheduled at any time that is convenient for the parties to be present. The State shall be provided with software or other tools required to view all software source code.
3. The Contractor shall provide the current source code and documentation for all custom software to the State at the time of Contract termination.

### Source Code Escrow

THIS SECTION IS NOT APPLICABLE TO THIS CONTRACT.

### Change Control and Advance Notice

1. Unless otherwise specified in an applicable Service Level Agreement, the Contractor shall give seven (7) calendar days advance notice to the State of any upgrades or modifications that may impact service availability and performance.
2. Contractor may not modify the functionality or features of any SaaS provided hereunder if such modification materially degrades the functionality of the SaaS.

### No-Cost Extensions

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

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# Procurement Instructions

## Pre-Proposal Conference

### A pre-Proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.

### Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals.

### Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see Section 4.2.1 eMM).

### Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.

### In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (Attachment A) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. The Department will make a reasonable effort to provide such special accommodation.

## eMaryland Marketplace (eMM)

### eMM is the electronic commerce system for the State of Maryland. The RFP, Conference summary and attendance sheet, Offerors’ questions and the Procurement Officer’s responses, addenda, and other solicitation-related information will be made available via eMM.

### In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bso/login.jsp>, click on “Register” to begin the process, and then follow the prompts.

## Questions

### All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title (CSA/MSDNH/20-001-S - Maryland State Directory of New Hires), and shall be submitted in writing via e-mail to the Procurement Officer at least five (5) Business Days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.

### Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments, and posted on eMM.

### The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

## Procurement Method

A Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

## Proposal Due (Closing) Date and Time

### Proposals, in the number and form set forth in Section 5- Proposal Format, must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.

### Requests for extension of this date or time shall not be granted.

### Offerors submitting Proposals should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.

### The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.

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

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

### Potential Offerors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

## Multiple or Alternate Proposals

Multiple or alternate Proposals will not be accepted.

## Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror’s Proposal to meet the requirements of this RFP.

## Public Information Act Notice

### The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4 (See also RFP Section 5.3.2.B “Claim of Confidentiality”). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

### Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

## Award Basis

A Contract shall be awarded to the responsible Offeror submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP **Section 6** for further award information.

## Oral Presentation

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror’s Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

## Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 180 days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer’s request only with the Offeror’s written agreement.

## Revisions to the RFP

### If the RFP is revised before the due date for Proposals, the Department shall post any addenda to the RFP on eMM and shall endeavor to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It remains the responsibility of all prospective Offerors to check eMM for any addenda issued prior to the submission of Proposals.

### Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror’s Technical Proposal.

### Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.

### Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.

### Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

## Cancellations

### The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.

### The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

### In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).

## Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

## Protest/Disputes

Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

## Offeror Responsibilities

### Offerors must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subcontractor participation.

### All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror’s Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this RFP (see Section 4.26 “Minority Participation Goal” and Section 4.27 “VSBE Goal”).

### If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, and letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror’s Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

### A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror’s experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent’s participation as determined by the State.

## Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as **Attachment** **M**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror’s Proposal. The Department reserves the right to accept or reject any exceptions.**

## Proposal Affidavit

A Proposal submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as **Attachment** **C** of this RFP.

## Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment** **N** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section “B” of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

## Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

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

## Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit https://www.egov.maryland.gov/businessexpress.

It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. The Offeror’s failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

## False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

### In connection with a procurement contract a person may not willfully:

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.
3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

### A person may not aid or conspire with another person to commit an act under Section 4.22.1.

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

## Payments by Electronic Funds Transfer

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

### Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller’s Office grants an exemption. Payment by EFT is mandatory for contracts exceeding $200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

### 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, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller’s website at: http://comptroller.marylandtaxes.com/Vendor\_Services/Accounting\_Information/Static\_Files/GADX10Form20150615.pdf.

## Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor’s Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, Section 31 “Prompt Pay Requirements” (see **Attachment** **M**), should an MBE goal apply to this RFP. Additional information is available on GOSBA’s website at: http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf.

## Electronic Procurements Authorized

### Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

### Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this RFP, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.

### “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bso/>), and electronic data interchange.

### In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:

1. The Procurement Officer may conduct the procurement using eMM or e-mail to issue:
	1. The RFP;
	2. Any amendments and requests for best and final offers;
	3. Pre-Proposal conference documents;
	4. Questions and responses;
	5. Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
	6. Notices of award selection or non-selection; and
	7. The Procurement Officer’s decision on any Proposal protest or Contract claim.
2. The Offeror or potential Offeror may use e-mail to:
	1. Ask questions regarding the solicitation;
	2. 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 and;
	3. Submit a "No Proposal Response" to the RFP.
3. The Procurement Officer, the State Project Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25.5** of this subsection, utilizing e-mail, or other electronic means if authorized by the Procurement Officer or State Project Manager.

### 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 the Department to require original signatures (e.g., Contract execution, Contract modifications); 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.

### Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or State Project Manager.

## MBE Participation Goal

### Establishment of Goal and Subgoals

An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total Contract dollar value, including all renewal option terms, if any, has been established for this procurement.

Notwithstanding any subgoals established for this RFP, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

By submitting a response to this solicitation, the Offeror acknowledges the overall MBE subcontractor participation goal and subgoals, and commits to achieving the overall goal and subgoals by utilizing certified minority business enterprises, or requests a full or partial waiver of the overall goal and subgoals.

**An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section 4.26 must submit a request for waiver with its proposal submission that is supported by good faith efforts documentation to meet the MBE goal made prior to submission of its proposal as outlined in Attachment D-1B, Waiver Guidance. Failure of an Offeror to properly complete, sign, and submit Attachment D-1A at the time it submits its Technical Response(s) to the RFP will result in the State’s rejection of the Offeror’s Proposal for the applicable Service Category. This failure is not curable.**

### Attachments

1. D-1 to D-5 – The following Minority Business Enterprise participation instructions, and forms are provided to assist Offerors:
2. Attachment D-1A MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must be submitted with Proposal)
3. Attachment D-1B Waiver Guidance
4. Attachment D-1C Good Faith Efforts Documentation to Support Waiver Request
5. Attachment D-2 Outreach Efforts Compliance Statement
6. Attachment D-3A MBE Subcontractor Project Participation Certification
7. Attachment D-3B MBE Prime Project Participation Certification
8. Attachment D-4A Prime Contractor Paid/Unpaid MBE Invoice Report
9. Attachment D-4B MBE Prime Contractor Report
10. Attachment D-5 Subcontractor Paid/Unpaid MBE Invoice Report
11. The Offeror shall include with its Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:
12. The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
13. The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
14. The Offeror requesting a waiver should review **Attachment D-1B** (Waiver Guidance) and **D-1C** (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

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

### Offerors are responsible for verifying that each MBE (including any MBE prime and MBE prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in Attachment D-1A is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

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

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

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

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

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

### All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Attachment D-1A), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see Contract – Attachment M, Section 2.1).

### The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract – Attachment M, Liquidated Damages for MBE, section 39

### As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.

In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (**Attachment D-1A**) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors [see Section 4B of the MBE Participation Schedule (**Attachment D-1A**)] used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE subgoal classifications but can self-perform up to 100% of the stated subgoal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Refer to MBE forms (**Attachment D**) for additional information.

## VSBE Goal

### Purpose

1. The Contractor shall structure its procedures for the performance of the work required in the Contract to attempt to achieve the VSBE participation goal stated in this solicitation. VSBE performance must be in accordance with this section and **Attachment** **E**, as authorized by COMAR 21.11.13. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and **Attachment** **E**.
2. Veteran-Owned Small Business Enterprises must be verified by the Office of Small and Disadvantaged Business Utilization (OSDBU) of the United States Department of Veterans Affairs. The listing of verified VSBEs may be found at <http://www.va.gov/osdbu>.

### VSBE Goal

1. A VSBE participation goal of the total Contract dollar amount has been established for this procurement as identified in the Key Information Summary Sheet.
2. By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the Contract will be performed by verified veteran-owned small business enterprises.

### Solicitation and Contract Formation

1. In accordance with COMAR 21.11.13.05 C (1), this solicitation requires Offerors to:
	1. Identify specific work categories within the scope of the procurement appropriate for subcontracting;
	2. Solicit VSBEs before Proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts;
	3. Attempt to make personal contact with the VSBEs solicited and to document these attempts;
	4. Assist VSBEs to fulfill, or to seek waiver of, bonding requirements; and
	5. Attempt to attend Pre-Proposal Conference or other meetings the procurement agency schedules to publicize contracting opportunities to VSBEs.
2. The Offeror must include with its Proposal a completed VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule (**Attachment E-1**) whereby the Offeror:
	1. Acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If the Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal; and
	2. Responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of VSBEs at the time of Proposal submission. The Offeror shall specify the percentage of contract value associated with each VSBE prime/subcontractor identified on the VSBE Participation Schedule.
3. As set forth in COMAR 21.11.13.05.B(2), when a verified VSBE firm participates on a Contract as a Prime Contractor, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the VSBE Prime Contractor performs with its own work force towards meeting up to one hundred percent (100%) of the VSBE goal.
4. In order to receive credit for self-performance, a VSBE Prime must list its firm in the VSBE Prime/Subcontractor Participation Schedule (**Attachment E-1**) and include information regarding the work it will self-perform. For any remaining portion of the VSBE goal that is not to be performed by the VSBE Prime, the VSBE Prime must also identify verified VSBE subcontractors used to meet the remainder of the goal.
5. Within 10 Business Days from notification that it is the apparent awardee, the awardee must provide the following documentation to the Procurement Officer:
	1. VSBE Project Participation Statement (**Attachment E-2**);
	2. If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and
	3. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the VSBE participation goal.

***If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not reasonably susceptible of being selected for award.***

## Living Wage Requirements

1. Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over $100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
2. If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website http://www.dllr.state.md.us/labor/prev/livingwage.shtml.
3. Additional information regarding the State’s living wage requirement is contained in **Attachment** **F**. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Proposals. If the Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.
4. Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. 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.
	1. The Tier 1 Area includes Montgomery, Prince George’s, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, the Contract will be determined to be a Tier (enter “1” or “2,” depending on where the majority of the service recipients are located) Contract.
	2. The Contract 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 its Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.
	3. 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.
	4. 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.
5. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.
6. The Offeror shall identify in the Proposal the location from which services will be provided.
7. **NOTE:** Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change.

## Federal Funding Acknowledgement

### There are programmatic conditions that apply to the Contract due to federal funding (see Attachment G).

### The total amount of federal funds allocated for the Maryland Child Support Administration is $29,638,000 in Maryland State fiscal year 2018. This represents 71% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.

### The Contract contains federal funds. The source of these federal funds is: Title IV-D. The CFDA number is: 93.563. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds Attachment G. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds Attachment G and Offerors are to complete and submit these Attachments with their Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror’s intent to comply with all conditions, which are part of the Contract.

## Conflict of Interest Affidavit and Disclosure

### The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (Attachment H) and submit it with its Proposal.

### By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

### Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

### Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Proposal in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.03.03.

## Non-Disclosure Agreement

### Non-Disclosure Agreement (Offeror)

Documentation specific to this Contract including the Attachments referenced herein will be available for Offerors to review at a reading room at DHS’s address as listed in the Key Information Summary Sheet. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of **Attachment P**. Please contact the Procurement Officer to schedule an appointment.

### Non-Disclosure Agreement (Contractor)

All Offerors are advised that this solicitation and any Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment** **I**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the Proposal.

## HIPAA - Business Associate Agreement

Based on the determination by the Department that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.500 *et seq.* and set forth in **Attachment J**. This Agreement must be provided within five (5) Business Days of notification of proposed Contract award. However, to expedite processing, it is suggested that this document be completed and submitted with the Proposal. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Offeror with the next highest overall-ranked Proposal.

## Nonvisual Access

### By submitting a Proposal in response to this RFP, the Offeror, if selected for award warrants that any Information Technology offered under the Proposal will meet the Non-visual Access Clause noted in COMAR 21.05.08.05 and described in detail below. The Non-visual Access Clause referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations, which can be found at: www.doit.maryland.gov, keyword: NVA. Note that the State’s Non-visual Access Clause has distinct requirements not found in the federal Section 508 clauses.

### The Offeror warrants that the Information Technology to be provided under the Contract:

1. Provides equivalent access for effective use by both visual and non-visual means;
2. Will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use;
3. If intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and
4. Is available, whenever possible, without modification for compatibility with Software and hardware for non-visual access.

### The Offeror further warrants that the cost, if any, of modifying the Information Technology for compatibility with Software and hardware used for non-visual access does not increase the cost of the information technology by more than five percent. For purposes of the Contract, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

## Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

## Location of the Performance of Services Disclosure

The Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment** **L**. The Disclosure must be provided with the Proposal.

## Department of Human Services (DHS) Hiring Agreement

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a DHS Hiring Agreement. A copy of this Agreement is included as **Attachment** **O**. This Agreement must be provided within five (5) Business Days of notification of recommended award.

## Small Business Reserve (SBR) Procurement

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

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# Proposal Format

## Two Part Submission

Offerors shall submit Proposals in separate volumes:

* + Volume I –Technical Proposal
	+ Volume II – Financial Proposal

## Proposal Delivery and Packaging

### Proposals delivered by facsimile and e-mail shall not be considered.

### Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.

### Offerors may submit Proposals by hand or by mail as described below to the address provided in the Key Information Summary Sheet.

1. Any Proposal received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. The State recommends a delivery method for which both the date and time of receipt can be verified.
2. For hand-delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery. Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror.

### The Procurement Officer must receive all Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

### Offerors shall provide their Proposals in two separately sealed and labeled packages as follows:

1. Volume I - Technical Proposal consisting of:
	1. One (1) original executed Technical Proposal and all supporting material marked and sealed,
	2. Five (5) duplicate copies of the above separately marked and sealed,
	3. The Technical Proposal in searchable Adobe PDF format, and
	4. A second searchable Adobe PDF copy of the Technical Proposal with confidential and proprietary information redacted (see **Section** **4.8**) on a CD.
2. Volume II - Financial Proposal consisting of:
	1. One (1) original executed Financial Proposal and all supporting material marked and sealed,
	2. Five (5) duplicate copies of the above separately marked and sealed,
	3. An electronic version of the Financial Proposal in searchable Adobe PDF format and an additional electronic version of the Financial Proposal in Excel format,
	4. A second searchable Adobe pdf copy of the Financial Proposal, with confidential and proprietary information redacted(see **Section** **4.8**) on a CD.

### Affix the following to the outside of each sealed Proposal. Include the name, email address, and telephone number of a contact person for the Offeror be included on the outside of the packaging for each volume. Unless the resulting package will be too unwieldy, the State’s preference is for the separately sealed Technical and Financial Proposals to be submitted together in a single package to the Procurement Officer and including a label bearing:

* + RFP title and number,
	+ Name and address of the Offeror, and
	+ Closing date and time for receipt of Proposals

### Label each electronic media (CD, DVD, or flash drive) on the outside with the RFP title and number, name of the Offeror, and volume number. Electronic media must be packaged with the original copy of the appropriate Proposal (Technical or Financial).

## Volume I - Technical Proposal

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).

In addition to the instructions below, responses in the Offeror’s Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., “Section 2.2.1 Response . . .; “Section 2.2.2 Response . . .,”). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

### The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

1. Title Page and Table of Contents (Submit under TAB A)

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

1. Claim of Confidentiality (If applicable, submit under TAB A-1)

Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included (see **Section 4.8 “Public Information Act Notice”**). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.

1. Offeror Information Sheet and Transmittal Letter (Submit under TAB B)

The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the Technical Proposal. The purpose of the Transmittal Letter is to transmit the Proposal and acknowledge the receipt of any addenda to this RFP issued before the Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP.

1. Executive Summary (Submit under TAB C)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.”

In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see **Section 4.16 “Offeror Responsibilities”**).

The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Attachment M**), or any other exhibits or attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. **Exceptions to terms and conditions, including requirements, may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**

1. Minimum Qualifications Documentation (If applicable, Submit under TAB D)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in RFP **Section 1**. If references are required in **RFP Section 1**, those references shall be submitted in this section and shall contain the information described in both **Section 1** and **Section 5.3.2.I**.

1. Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)
	1. The Offeror shall address each RFP requirement (RFP **Section 2** and **Section 3**) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in **Section 2** and **Section 3** in order, and shall contain a cross reference to the requirement.
	2. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.
	3. The Offeror shall give a definitive section-by-section description of the proposed plan(s) to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in RFP **Section 2**, Contractor Requirements: Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
	4. Implementation Schedule - Offeror shall provide the proposed implementation schedule with its Proposal.
	5. The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State’s requirements as outlined in this RFP.
	6. The Offeror shall provide a draft PEP that includes, at a minimum, titles of individuals to be contacted by the SPM should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in **Section 3.9**.
	7. The Offeror shall provide a Backup solution/ strategy recommendation as part of its Proposal.
	8. Disaster Recovery and Security Model description - For hosted services, the Offeror shall include its DR strategy, and for on premise, a description of a recommended DR strategy.
	9. The Offeror shall include a deliverable description and schedule describing the proposed Deliverables as mapped to the State SDLC and the Deliverables table in **Section 2.6.4** (Initial Project Schedule). The Initial Project Schedule shall also detail proposed submission due date/frequency of each recommended Deliverable.
	10. Description of technical risk of migrating from the existing system.
	11. The Offeror shall provide a QA Methodology Plan (See Section 2.3.1.Q).
	12. Non-Compete Clause Prohibition:

The Department seeks to maximize the retention of personnel working under the Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror’s employees and agents filling the positions set forth in the staffing requirements - working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its Technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

* 1. Product Requirements
		1. Details for each offering: The Offeror shall provide the following information for each offering:
			1. License type (e.g., user, CPU, node, transaction volume);
			2. Subscription term (e.g., annual);
			3. License restrictions, if any;
			4. Operational support offered (e.g., customer support, help desk, user manuals online or hardcopy), including description of multiple support levels (if offered), service level measures and reporting;
			5. Continuity of operations and disaster recovery plans for providing service at 24/7/365 level;
			6. Ability of the offering to read and export data in existing State enterprise data stores. Offerors in their Proposals shall describe the interoperability of data that can be imported or exported from the Solution, including generating industry standard formats;
			7. Any processing or storage of data outside of the continental U.S;
			8. Any limitations or constraints in the offering, including any terms or conditions (e.g., terms of service, ELA, AUP, professional services agreement, master agreement.
			9. Compatibility with the State’s existing single sign-on system, SecureAuth or other single sign-on approaches;
			10. APIs offered, and what type of content can be accessed and consumed;
			11. Update / upgrade roadmap and procedures, to include: planned changes in the next 12 months, frequency of system update (updates to software applied) and process for updates/upgrades;
			12. Frequency of updates to data services, including but not limited to, datasets provided as real-time feeds, and datasets updated on a regular basis (e.g., monthly, quarterly, annually, one-time);
			13. What type of third party assessment (such as a SOC 2 Type II audit) is performed, the nature of the assessment (e.g., the trust principles and scope of assessment), and whether the results of the assessment pertinent to the State will be shared with the State. See also Section 3.10;
			14. Offeror shall describe its security model and procedures supporting handling of State data. If more than one level of service is offered, the Offeror shall describe such services. Include, at a minimum:
				1. procedures for and requirements for hiring staff (such as background checks),
				2. any non-disclosure agreement Contractor Personnel sign,
				3. whether the service is furnished out of the continental U.S. (see security requirements in Section 3.8),
				4. Certifications such as FedRAMP,
				5. Third party security auditing, including FISMA,
				6. Published Security Incident reporting policy, and
				7. Cybersecurity insurance, if any, maintained.
1. Experience and Qualifications of Proposed Staff (Submit under TAB F)

As part of the evaluation of the Proposal for this RFP, Offerors shall propose exactly one (1) Key Personnel and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Department. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract including information in support of the Personnel Experience criteria in **Section 3.11**. Specifically, the Offeror shall:

* 1. Describe in detail how the proposed staff’s experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
	2. Include individual resumes for Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation.
	3. Include letters of intended commitment to work on the project, including letters from any proposed subcontractor(s). Offerors should be aware of restrictions on substitution of Key Personnel prior to RFP award (see Substitution Prior to and Within 30 Days After Contract Execution in Section 3.12.5).
	4. Provide an Organizational Chart outlining Personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.
	5. If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.
1. Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and services. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

* 1. The number of years the Offeror has provided the similar goods and services;
	2. The number of clients/customers and geographic locations that the Offeror currently serves;
	3. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under the Contract;
	4. The Offeror’s process for resolving billing errors; and
	5. An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.
1. References (Submit under TAB H)

At least three (3) references are requested from customers who are capable of documenting the Offeror’s ability to provide the goods and services specified in this RFP. References used to meet any Minimum Qualifications (see RFP **Section 1**) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided goods and services within the past five (5) years and shall include the following information:

* 1. Name of client organization;
	2. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
	3. Value, type, duration, and description of goods and services provided.

The Department reserves the right to request additional references or utilize references not provided by the Offeror. Points of contact must be accessible and knowledgeable regarding Offeror performance.

1. List of Current or Prior State Contracts (Submit under TAB I)

Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing goods and services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

* 1. The State contracting entity;
	2. A brief description of the goods and services provided;
	3. The dollar value of the contract;
	4. The term of the contract;
	5. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
	6. 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 used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

1. Financial Capability (Submit under TAB J)

The Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

* 1. Dun & Bradstreet Rating;
	2. Standard and Poor’s Rating;
	3. Lines of credit;
	4. Evidence of a successful financial track record; and
	5. Evidence of adequate working capital.
1. Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in **Section 3.7**. See **Section 3.7** for the required insurance certificate submission for the apparent awardee.

1. Subcontractors (Submit under TAB L)

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this RFP.

1. Legal Action Summary (Submit under TAB M)

This summary shall include:

* 1. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
	2. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
	3. A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
	4. In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.
1. Economic Benefit Factors (Submit under TAB N)
	1. The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of the Contract. Proposals will be evaluated to assess the benefit to Maryland’s economy specifically offered. The economic benefit offered should be consistent with the Offeror’s Total Proposal Price from **Attachment B**, the Financial Proposal Form. See COMAR 21.05.03.03A (3).
	2. 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.
	3. Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.
	4. As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated 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.
	5. In responding to this section, the following do not generally constitute economic benefits to be derived from the Contract:
		1. generic statements that the State will benefit from the Offeror’s superior performance under the Contract;
		2. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under the Contract; or
		3. tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.
	6. 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 the Contract.
	7. 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:
		1. 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. **Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;**
		2. 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 Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels; and whether Maryland employees working at least 30 hours per week and are employed at least 120 days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the Contract, so state explicitly;
		3. 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;
		4. Subcontract dollars committed to Maryland small businesses and MBEs; and
		5. 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.
2. Technical Proposal - Required Forms and Certifications (Submit under TAB O)
	1. All forms required for the Technical Proposal are identified in Table 1 of **Section 7** – RFP Attachments and Appendices. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under TAB O.
	2. Offerors shall furnish any and all agreements and terms and conditions the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror’s services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents, including but not limited to any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master Agreement) and any AUP. The State does not agree to terms and conditions not provided in an Offeror’s Technical Proposal and no action of the State, including but not limited to the use of any such software, shall be deemed to constitute acceptance of any such terms and conditions. Failure to comply with this section renders any such agreement unenforceable against the State.
	3. For each service, hardware or software proposed as furnished by a third-party entity, Offeror must identify the third-party provider and provide a letter of authorization or such other documentation demonstrating the authorization for such services. In the case of an open source license, authorization for the open source shall demonstrate compliance with the open source license.
	4. A Letter of Authorization shall be on letterhead or through the provider’s e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old and must provide the following information:
		* 1. Third-party POC name and alternate for verification
			2. Third-party POC mailing address
			3. Third-party POC telephone number
			4. Third-party POC email address
			5. If available, a Re-Seller Identifier

## Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified in **Attachment** **B**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the Department.

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# Evaluation and Selection Process

## Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

## Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

### Offeror’s Technical Response to Requirements and Work Plan (See RFP § 5.3.2.F)

The State prefers the Offeror’s Technical Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as “concur” or “will comply” will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them. In addition, the State will evaluate the:

1. Quality of proposed System and solution demonstration during oral presentation;
2. The Contractor’s ability to modify the System builds during the term of the Contract; and
3. Innovative features within the System that will enhance the current Maryland State Directory of New Hires by utilizing artificial intelligence. The proposed System should forge DHS/CSA into the future by offering a solution that reflects data manipulation and storage forecasts of the future. **See RFP § 2 and 3**.

### Offeror Qualifications and Capabilities, including proposed subcontractors (See RFP § 5.3.2.H)

### Experience and Qualifications of Proposed Staff (See RFP § 5.3.2.G)

### Economic Benefit to State of Maryland (See RFP § 5.3.2.O).

## Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.5.2.D**) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on **Attachment** **B** - Financial Proposal Form.

## Reciprocal Preference

### Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

1. The Maryland resident business is a responsible Offeror;
2. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
3. The other state gives a preference to its resident businesses through law, policy, or practice; and
4. The preference does not conflict with a Federal law or grant affecting the procurement Contract.

### The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

## Selection Procedures

### General

1. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
2. With or without discussions, the State may determine the Offeror to be not responsible or the Offeror’s Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.

### Selection Process Sequence

1. A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment** **D-1A**) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the VSBE Utilization Affidavit and subcontractor Participation Schedule (**Attachment** **E-1**) is included and is properly completed, if there is a VSBE goal.
2. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State’s requirements and the Offeror’s ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
3. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror’s Technical Proposal. Technical Proposals are given a final review and ranked.
4. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror’s entire Proposal.
5. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO. **Offerors may only perform limited substitutions of proposed personnel as allowed in Section 3.12 (Substitution of Personnel**).

### Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. **In making this most advantageous Proposal determination, technical factors will receive greater weight than financial factors.**

## Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7** – **RFP Attachments and Appendices**.

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# RFP ATTACHMENTS AND APPENDICES

**Instructions Page**

A Proposal submitted by the Offeror must be accompanied by the completed forms and/or affidavits identified as “with Proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this RFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

For documents required as part of the Proposal:

1. For paper submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

Table 6: RFP ATTACHMENTS AND APPENDICES

| Applies? | When to Submit | Label | Attachment Name |
| --- | --- | --- | --- |
| Y | Before Proposal | A | Pre-Proposal Conference Response Form |
| Y | With Proposal | B | Financial Proposal Instructions and Form |
| Y | With Proposal | C | Bid/Proposal Affidavit (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf>) |
| Y | With Proposal | D | MBE Forms D-1A (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>)**IMPORTANT:** If this RFP contains different Functional Areas or Service Categories. A separate Attachment D-1A is to be submitted for each Functional Area or Service Category where there is a MBE goal. |
| Y | 10 Business Days after recommended award | D | MBE Forms D-1B, D-1C,D-2, D-3A, D-3B (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>) **Important:** Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award. |
| Y | As directed in forms | D | MBE Forms D-4A, D-4B, D-5 (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>) |
| Y | With Proposal  | E | Veteran-Owned Small Business Enterprise (VSBE) Form E-1A (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf>) **IMPORTANT:** If this RFP contains different Functional Areas or Service Categories. A separate Attachment E-1A is to be submitted for each Functional Area or Service Category where there is a VSBE goal. |
| Y | 5 Business Days after recommended award | E | VSBE Forms E-1B, E-2, E-3 (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf>) **Important:** Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award. |
| Y | With Proposal | F | Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf>)  |
| Y | With Proposal | G | Federal Funds Attachments (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf>)  |
| Y | With Proposal | H | Conflict of Interest Affidavit and Disclosure (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>) |

|  |  |  |  |
| --- | --- | --- | --- |
| Y | 5 Business Days after recommended award – However, suggested with Proposal | I | Non-Disclosure Agreement (Contractor) (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>)  |
| Y | 5 Business Days after recommended award – However, suggested with Proposal | J | HIPAA Business Associate Agreement (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf>)  |
| N | N/A | K | Mercury Affidavit (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf>)  |
| Y | With Proposal | L | Location of the Performance of Services Disclosure (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf>)  |
| Y | 5 Business Days after recommended award | M | Sample Contract (included in this RFP) |
| Y | 5 Business Days after recommended award | N | Contract Affidavit (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf>)  |
| Y | 5 Business Days after recommended award | O | DHS Hiring Agreement (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf>)  |
| Y | Before Proposal, as directed in the RFP. | P | Non-Disclosure Agreement (Offeror) (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-3-Non-Disclosure-Agreement-Offeror-1.dotx>)  |
| Y | As directed in the RFP, Section 3.15 | Q | Sample Work Order |
| Y | As directed in the RFP, Section 3.8.2. | R | Criminal Background Affidavit |
| Appendices |
| Applies? | When to Submit | Label | Attachment Name |
| Y | n/a | 1 | Abbreviations and Definitions (included in this RFP) |
| Y | With Proposal | 2 | Offeror Information Sheet (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf>)  |

1. Pre-Proposal Conference Response Form

**Solicitation Number CSA/MSDNH/20-001 S**

Maryland State Directory of New Hires

A Pre-Proposal conference will be held on June 7, 2019 at 9:30am, at Maryland Department of Human Services, 311 W. Saratoga Street, Room 952, Baltimore, Maryland, 21201.

Please return this form by June 6, 2019 at 5:00pm, advising whether or not your firm plans to attend. The completed form should be returned via e-mail to the Procurement Officer at the contact information below:

Samuel Eduful

 Maryland State Department of Human Services,

 311 W. Saratoga Street, 9th Floor,

 Baltimore Maryland, 21201

E-mail: Samuel.Eduful@maryland.gov

Please indicate:

|  |  |
| --- | --- |
|  | Yes, the following representatives will be in attendance.  |
|  | Attendees (Check the RFP for limits to the number of attendees allowed):1.2.3. |
|  | No, we will not be in attendance. |

|  |
| --- |
| Please specify whether any reasonable accommodations are requested (see RFP § 4.1“Pre-Proposal conference”): |
| Offeror:  |  |
| *Offeror Name (please print or type)* |  |
| By: |  |
| *Signature/Seal* |  |
| Printed Name:  |  |
| *Printed Name* |  |
| Title:  |  |
| *Title* |  |
| Date: |  |
| *Date* |  |

1. Financial Proposal Instructions & Form

B-1 Financial Proposal Instructions

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

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

A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., $24.15. Make your decimal points clear and distinct.

B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.

C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.

D) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **$0.00**.

E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.

F) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.

G) It is imperative that the prices included on the Financial Proposal Formhave been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03.F, and may cause the Proposal to be rejected.

H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.

I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.

J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.

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

B-1 Financial Proposal Form

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

See separate Excel Financial Proposal Form labeled ATTACHMENT B.

1. Proposal Affidavit

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf>.

1. Minority Business Enterprise (MBE) Forms

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>.

This solicitation includes a Minority Business Enterprise (MBE) participation goal of **30 percent** and all of the following subgoals:

 **7 percent for African American-owned MBE firms;**

 **2 percent for Hispanic American-owned MBE firms;**

 **0 percent for Asian American-owned MBE firms;**

 **8 percent for Women-owned MBE firms.**

1. Veteran-Owned Small Business Enterprise (VSBE) Forms

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf>.

This solicitation includes a VSBE participation goal of One Percent (1%).

1. Maryland Living Wage Affidavit of Agreement for Service Contracts

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf> to complete the Affidavit.

A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at $100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee’s time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

(1) A Contractor who:

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

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

(2) A subcontractor who:

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

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

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

(3) Service contracts for the following:

(a) Services with a Public Service Company;

(b) Services with a nonprofit organization;

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

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

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

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

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

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

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

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

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

J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shmtl> and clicking on Living Wage for State Service Contracts.

1. Federal Funds Attachments

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf>.

1. Conflict of Interest Affidavit and Disclosure

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentH-ConflictofInterestAffidavit.pdf>.

1. Non-Disclosure Agreement (Contractor)

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>.

1. HIPAA Business Associate Agreement

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf>.

1. Mercury Affidavit

This solicitation does not include the procurement of products known to likely include mercury as a component.

1. Location of the Performance of Services Disclosure

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf>.

1. Contract

DEPARTMENT OF HUMAN SERVICES (DHS)

Maryland Child Support Administration

**Maryland State Directory of New Hires**

 **CSA/MSDNH/20-001CSA/MSDNH/20-001CSA/MSDNH/20-001-S**

THIS CONTRACT (the “Contract”) is made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Contractor”) and the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HUMAN SERVICES (“DHS “ or the “Department”).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Definitions

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

1.1 “COMAR” means Code of Maryland Regulations.

1.2 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is (Contractor’s FEIN), and whose eMaryland Marketplace vendor ID number is (eMM Number).

1.3 “Financial Proposal” means the Contractor’s Financial Proposal dated \_\_\_\_\_\_\_\_\_(Financial Proposal date), as modified by any Best and Final Offer thereto.

1.4 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.

1.5 “RFP” means the Request for Proposals for Maryland State Directory of New Hires, Solicitation # CSA/MSDNH/20-001CSA/MSDNH/20-001CSA/MSDNH/20-001-S, and any amendments, addenda, and attachments thereto issued in writing by the State.

1.6 “State” means the State of Maryland.

1.7 “Technical Proposal” means the Contractor’s Technical Proposal dated. \_\_\_\_\_\_\_\_\_\_\_\_ (Technical Proposal date), as modified and supplemented by the Contractor’s responses to requests clarifications and requests for cure, and by any Best and Final Offer.

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

1.9 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

Exhibit B – The Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required prior approvals, including approval by the Board of Public Works, if such approval is required (the “Effective Date”) and shall continue until \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Initial Term”).

3.2 In its sole discretion, the Department shall have the unilateral right to extend the Contract for two (2), successive one (1) year renewal options (each a “Renewal Term”) at the prices established in the Contract. “Term” means the Initial Term and any Renewal Term(s).

3.3. The Contractor’s performance under the Contract shall commence as of the date provided in a written NTP.

3.4 The Contractor’s obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

The total payment under a fixed price Contract or the fixed price element of a combined fixed price – time and materials Contract shall be the firm fixed price submitted by the Contractor in its Financial Proposal.

4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department’s receipt of a proper invoice from the Contractor as required by RFP section 3.3.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

(1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State’s payment of the amount on which the interest accrued; and

(2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

(1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or

(2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

Final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller’s Office grants Contractor an exemption.

4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

5. Rights to Records

5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

5.3 The Contractor shall report to the State Project Manager, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except as provided for in **Section 8**. **Confidential or Proprietary Information and Documentation**.

7. Patents, Copyrights, and Intellectual Property

7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.

7.2 Except for (1) information created or otherwise owned by the Department or licensed by the Department from third parties, including all information provided by the Department to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.

7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys’ fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State’s rights or interests, without the State’s prior written consent.

7.4 Without limiting Contractor’s obligations under Section 5.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.

7.5 Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.

7.6 Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on http://www.opensource.org/licenses/alphabetical) (each an “Open Source License”). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.

7.7 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.

7.8 The Contractor shall not affix (or permit any third party to affix), without the Department’s consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

8. Confidential or Proprietary Information and Documentation

8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor’s computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State’s confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the State’s confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract..

8.2 The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

9. Loss of Data

9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the State Project Manager. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.

9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in **RFP** **Section 3.7**.

9.3 Protection of data and personal privacy (as further described and defined in RFP Section 3.8) shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the conditions identified in **RFP** **Section 3.7**.

10. Indemnification and Notification of Legal Requests

10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys’ fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor’s, or any of its subcontractors’, performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State’s rights or interests, without the State’s prior written consent.

10.2. The State has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor’s obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.

10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice The Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. .

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer’s decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law Prevails

13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.

13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual’s refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

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

16. Non-Availability of Funding

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

17. Termination for Default

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

18. Termination for Convenience

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

19. Delays and Extensions of Time

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

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

20. Suspension of Work

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

21. Pre-Existing Regulations

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

22. Financial Disclosure

The Contractor shall comply with the provisions of Section13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, $100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of $200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of $500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: <http://www.elections.state.md.us/campaign_finance/index.html>.

24. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, , whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Right to Audit

25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor’s performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor’s compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.

25.2 Upon three (3) Business Days’ notice, the State shall be provided reasonable access to Contractor’s records to perform any such audits. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department’s election. The Department may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.

25.3 The right to audit shall include any of the Contractor’s subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure the Department has the right to audit such subcontractor(s).

26. Compliance with Laws

The Contractor hereby represents and warrants that:

1. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
2. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Term;
3. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

27. Cost and Price Certification

27.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Proposal.

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

28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State’s sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor’s obligations to its subcontractors.

29. Limitations of Liability

29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:

(a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 7 “Patents, Copyrights, Intellectual Property”** of this Contract;

(b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and

(c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor’s liability shall not exceed two (2) times the total value of the Contract or $1,000,000, whichever is greater. Section 6 (“Indemnification”) of this The above limitation of liability is per incident.

(d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors shall be held to be agents of Contractor.

29.2 Contractor’s indemnification obligations for Third party claims arising under Section 6 (“Indemnification”) of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor’s indemnification liability for third party claims arising under Section 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6.

29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

30. Commercial Nondiscrimination

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

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

30.4 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Department, in all subcontracts.

31. Prompt Pay Requirements

31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

(a) Not process further payments to the Contractor until payment to the subcontractor is verified;

(b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;

(c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;

(d) Place a payment for an undisputed amount in an interest-bearing escrow account; or

(e) Take other or further actions as appropriate to resolve the withheld payment.

31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between the Contractor and a subcontractor under this **section 31**, may not:

(a) Affect the rights of the contracting parties under any other provision of law;

(b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or

(c) Result in liability against or prejudice the rights of the Department.

31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the MBE program.

31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

(a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:

i. Inspecting any relevant records of the Contractor;

ii. Inspecting the jobsite; and

iii. Interviewing subcontractors and workers.

Verification shall include a review of:

i. The Contractor’s monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and

ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.

(b) If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

(c) If the Department determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:

i. Terminate the Contract;

ii. Refer the matter to the Office of the Attorney General for appropriate action; or

iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.

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

32. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the Department may withhold payment of any invoice or retainage. The Department may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

33. Use of Estimated Quantities

Unless specifically indicated otherwise in the State’s solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

34. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

35. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to “intellectual property,” and the subject matter of this Contract, including services, is and shall be deemed to be “embodiments of intellectual property” for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code (“Code”) (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State’s rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State’s possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

36. Miscellaneous

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

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

36.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.

36.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e,g, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

37. SPM and Procurement Officer

37.1 The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The SPMmay authorize in writing one or more State representatives to act on behalf of the SPMin the performance of the State Project Manager’s responsibilities. The Department may change the SPMat any time by written notice to the Contractor.

37.2 The Procurement Officer has responsibilities as detailed in the Contract, and is the only State representative who can authorize changes to the Contract. The DHS may change the Procurement Officer at any time by written notice to the Contractor.

38. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State:

Vashti Green

Maryland State Department of Human Services

Child Support Administration

311 W. Saratoga Street

Baltimore, MD 21201

Vashti.Green@Maryland.Gov

 410.767.8805

With a copy to:

Maryland Department of Human Services

Attention: Samuel Eduful

311 W. Saratoga Street, 9th Floor

Baltimore, Maryland 21201

Phone Number: 410.767.7068

E-Mail: Samuel.Eduful@Maryland.Gov

If to the Contractor:

(Contractor’s Name)

(Contractor’s primary address)

Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 39. Liquidated Damages for MBE

39.1 The Contract requires the Contractor to comply in good faith with the MBE Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not comply in good faith with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

39.2 Therefore, upon issuance of a written determination by the State that the Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Contractor shall pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

(a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): $27.00 per day until the monthly report is submitted as required.

(b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): $87.00 per MBE subcontractor.

(c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.

(d) Failure to meet the Contractor’s total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

(e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: $100.00 per day until the undisputed amount due to the MBE subcontractor is paid.

39.3 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and exercise any and all other rights or remedies which may be available under the Contract or Law.

40. Parent Company Guarantee (If applicable)

If a Contractor intends to rely on its Parent Company in some manner while performing on the State Contract, the following clause should be included and completed for the Contractor’s Parent Company to guarantee performance of the Contractor. The guarantor/Contractor’s Parent Company should be named as a party and signatory to the Contract and should be in good standing with SDAT.

(Corporate name of Contractor’s Parent Company) hereby guarantees absolutely the full, prompt, and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. (Corporate name of Contractor’s Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor’s Parent Company) further agrees that if the State brings any claim, action, lawsuit or proceeding against (Contractor), (Corporate name of Contractor’s Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

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

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

42. Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

The Contractor agrees to keep information obtained in the course of this Contract confidential in compliance with any applicable State and federal confidentiality requirements regarding collection, maintenance, and use of health, personally identifiable, and financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations at 45 C.F.R. Parts 160 and 164, and the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes providing training and information to employees regarding confidentiality obligations as to health, personally identifiable, and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract. This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the <<typeofAgency>> for information about its privacy practices in general or with respect to a particular individual, modifying information as may be required by good professional practice as authorized by law, and otherwise providing good information management practices regarding all health, personally identifiable, and financial information.

43. Hiring Agreement

43.1 The Contractor agrees to execute and comply with the enclosed Maryland Department of Human Services (DHS) Hiring Agreement (Attachment O). The Hiring Agreement is to be executed by the Offeror and delivered to the Procurement Officer within ten (10) Business Days following 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.

43.2 The Hiring Agreement provides that the Contractor and DHS will work cooperatively to promote hiring by the Contractor of qualified individuals for job openings resulting from this procurement, in accordance with Md. Code Ann., State Finance and Procurement Article §13-224.

44. Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and MDH Policy 02.06.07.

SIGNATURES ON NEXT PAGE

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

|  |  |
| --- | --- |
| Contractor | State of MarylandDepartment of Human Services (DHS) |
|  |  |
| By:  | By: |
|  |  |
| Date |  |
|  |  |
| PARENT COMPANY (GUARANTOR) (if applicable) | By: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| By: | Date |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Date |
| Approved for form and legal sufficiencythis \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Assistant Attorney General |  |
|  |
| APPROVED BY BPW: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_(Date) (BPW Item #) |
|  |

1. Contract Affidavit

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf>.

1. DHS Hiring Agreement

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf>.

1. Non-Disclosure Agreement (Offeror)

This Non-Disclosure Agreement (the “Agreement”) is made this \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_ 20\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “Offeror ") and the State of Maryland (hereinafter referred to as "the State").

Offeror warrants and represents that it intends to submit a Technical Proposal in response to RFP # CSA/MSDNH/20-001 S for Maryland State Directory of New Hires. In order for the Offeror to submit a Technical Proposal, it will be necessary for the State to provide the Offeror with access to certain confidential information including, but not limited, to information relating to the Maryland State Directory of New Hires Program and/or Income Withholding Management Services and/or National Medical Support Notice Management Services and/or Employer Database Maintenance Services. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described above, the Offeror agrees as follows:

1. Offeror will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its Technical Proposal.

2. Each employee or agent of the Offeror who receives or has access to the Confidential Information shall execute a copy of this Agreement and the Offeror shall provide originals of such executed Agreements to the State. Each employee or agent of the Offeror who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the Offeror.

3. Offeror shall return the Confidential Information to the State within five Business Days of the State’s Notice of recommended award. If the Offeror does not submit a Proposal, the Offeror shall return the Confidential Information to Samuel Eduful, DHS on or before the due date for Proposals.

4. Offeror acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the Offeror’S failure to comply with the requirements of this Agreement. The Offeror consents to personal jurisdiction in the Maryland State Courts.

5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the Offeror or any employee or agent of the Offeror to comply with the requirements of this Agreement, Offeror and such employees and agents of Offeror shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

6. This Agreement shall be governed by the laws of the State of Maryland.

7. Offeror acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than $20,000 and/or imprisonment not exceeding five (5) years or both. Offeror further acknowledges that this Agreement is a statement made in connection with a procurement contract.

8. The individual signing below warrants and represents that they are fully authorized to bind the Offeror to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the Offeror under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

|  |  |  |
| --- | --- | --- |
| Offeror:  |  |  |
| By: |  |  |
| *Signature/Seal* |  |  |
| Printed Name:  |  |  |
| Title:  |  |  |
| Date: |  |  |
| Address: |  |  |

1. Sample Work Order

|  |  |  |  |
| --- | --- | --- | --- |
| WORK ORDER |  | Work Order # | Contract # |
|  | <<solicitationNumber>> |
| This Work Order is issued under the provisions of the Contract. The services authorized are within the scope of services set forth in the Purpose of the Work Order.  |
| Purpose  |
| Statement of Work Requirements: Deliverable(s), Acceptance Criteria and Due Date(s): Deliverables are subject to review and approval by <<ISSUINGAGENCYACRONYM>> prior to payment. (Attach additional sheets if necessary)  |
| Start Date  |  | End Date |  |
| Cost |
| Description for Task / Deliverables | Quantity(if applicable) | Labor Hours(Hrs.) | LaborRate | Estimate Total |
| 1. |  |  |  | $ | $ |
| 2. |  |  |  | $ | $ |
| \*Include WBS, schedule and response to requirements. | <<ISSUINGAGENCYACRONYM>>shall pay an amount not to exceed | $ |
|  |
| Contractor |  | Agency Approval |
| (Signature) Contractor Authorized Representative(Date) | (Signature) Contract Manager (Date) |
| POC | (Print Name) | ContractManager | <<contractManagerName>> |
| Telephone No. |  | TelephoneNo. | <<contractManagerPhoneNumbe r>> |
| E-mail: |  | E-mail: | <<contractManageremail>> |

1. Criminal Background Check Affidavit

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of affiant), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Title) and the duly authorized representative of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of Contractor) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I hereby affirm that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contractor) has complied with Section 3.8.2 Criminal Background Check requirements of the Department of Human Services’ Maryland State Directory of New Hires Request for Proposals.

I hereby affirm that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of Contractor) has provided \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of Agency) with a summary of the security clearance results for all of the candidates that will be working on Contract Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, entitled Maryland State Directory of New Hires (title of Solicitation) and all of these candidates have successfully passed all of the background checks required under Section 3.8.2 of the Contract. The Contractor hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Contract.

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

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

Name of Contractor

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

Printed Name of Affiant

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

Signature

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

Date

Appendix 1. – Abbreviations and Definitions

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

1. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet.
2. Access – The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.
3. Application Program Interface (API) – Code that allows two software programs to communicate with each other.
4. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
5. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
6. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment M**.
7. Contractor – The selected Offeror that is awarded a Contract by the State.
8. Contractor Personnel – Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP.
9. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
10. Maryland Department of Human Services or (DHS or the “Department”)
11. eMM – eMaryland Marketplace (see RFP **Section 4.2**).
12. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
13. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
14. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
15. Key Personnel – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See RFP **Sections 3.10**.
16. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
17. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
18. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
19. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the SPMregarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
20. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
21. Offeror – An entity that submits a Proposal in response to this RFP.
22. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
23. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**), and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
24. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.
25. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
26. Request for Proposals (RFP) – This Request for Proposals issued by the Maryland Department of Human Services (Department), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
27. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
28. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.
29. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual‘s identity, such as name, social security number, date and place of birth, mother‘s maiden name, or biometric records; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
30. Service Level Agreement (SLA) - Commitment by the Contractor to the <<typeOfAgency>> that defines the performance standards the Contractor is obligated to meet.
31. SLA Activation Date - The date on which SLA charges commence under this Contract, which may include, but to, the date of (a) completion of Transition in, (b) a delivery, or (c) releases of work.
32. Software - The object code version of computer programs licensed pursuant to this Contract. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by Contractor or an authorized distributor.
33. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this RFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document.
34. Solution - All Software, deliverables, services and activities necessary to fully provide and support the RFP scope of work. This definition of Solution includes all System Documentation developed as a result of this Contract. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.
35. SPM– State Project Manager. The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The SPM may authorize in writing one or more State representatives to act on behalf of the SPM in the performance of the State Project Manager’s responsibilities. The Department may change the SPM at any time by written notice to the Contractor.
36. State – The State of Maryland.
37. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
38. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
39. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
	1. Source Code: This includes source code created by the Contractor or subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the Contract;
	2. All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality;
	3. All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system;
	4. All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation;
	5. A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software);
	6. All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides; and
	7. Operating procedures.
40. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
41. Third Party Software – Software and supporting documentation that:
	1. are owned by a third party, not by the State, the Contractor, or a subcontractor;
	2. are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
	3. are specifically identified and listed as Third Party Software in the Proposal.
42. Total Proposal Price - The Offeror’s total price for goods and services in response to this solicitation, included in Financial Proposal **Attachment B** – Financial Proposal Form.
43. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
44. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
45. Work Order– A subset of work authorized by the SPM performed under the general scope of this RFP, which is defined in advance of Contractor fulfillment, and which may not require a Contract Modification. Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Work Order.

Appendix 2 – Offeror Information Sheet

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf>.