



**STATE OF MARYLAND
DEPARTMENT OF HUMAN SERVICES (DHS)
REQUEST FOR PROPOSALS (RFP)
CUSTOMER SERVICE CENTER
RFP NUMBER OS/CSC-22-001-S**

ISSUE DATE: 8/1/2023

NOTICE

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace (eMMA) <https://procurement.maryland.gov> should register on eMMA. 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: Customer Service Center
Solicitation No: OS/CSC-22-001-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:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

STATE OF MARYLAND
DEPARTMENT OF HUMAN SERVICES (DHS)
KEY INFORMATION SUMMARY SHEET

Request for Proposals	Services - Customer Service Center
Solicitation Number:	OS/CSC-22-001-S
RFP Issue Date:	8/1/2023
RFP Issuing Office:	Department of Human Services (DHS or the "Department")
Procurement Officer: e-mail: Office Phone:	Sang Kang 311 W. Saratoga Street, 9 th Floor; Baltimore, MD 21201 Sang.kang@maryland.gov 410-767-7404
Proposals are to be sent to:	Submit Via eMMA https://emma.maryland.gov . Instruction on how to submit proposals via eMMA can be found at https://procurement.maryland.gov/wp-content/uploads/sites/12/2021/01/5-eMMA-ORG-Responding-to-Solicitations-Double-EnvelopeRFP.pdf
Pre-Proposal Conference:	8/8/2023 2:30 PM Local Time Virtual Pre-Proposal Conference through Google Meet See Attachment A for directions and instructions.
Questions Due Date and Time	8/22/2023 5:00 PM Local Time
Proposal Due (Closing) Date and Time:	9/8/2023 5:00 PM 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:	15% with no subgoals
VSBE Subcontracting Goal:	1%
Contract Type:	Firm Fixed Price Indefinite Quantity Contract (COMAR 21.06.03.06(2))
Contract Duration:	Five (5) year base period after a six (6) month Transition-In period
Primary Place of Performance:	As proposed by Offeror
SBR Designation:	No
Federal Funding:	Yes

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1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

There are no Offeror Minimum Qualifications for this procurement.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1. The Department is issuing this Request for Proposals (RFP) in order to acquire contractual services from a single Contractor to implement, operate and manage a Customer Service Center (CSC) for inbound and outbound communications of the Department.
- 2.1.2. CSC services include live operator and Interactive Voice Response Services (IVRS), for receiving and responding to inquiries via telephone. In addition, services include response to inquiries received via facsimile, electronic mail using a DHS email account and U.S. mail. Additionally, a tracking and reporting system is required to provide reports of the types and number of Customer contacts received and resolved on behalf of the Department. CSC services will be utilized by all DHS Administrations Statewide, notably the Central Office and the Local Departments of Social Services (LDSS) and Child Support offices located in all 24 jurisdictions in Maryland.
- 2.1.3. It is the State's intention to obtain goods and services, as specified in this RFP, from a Contract between the selected Offeror and the State.
- 2.1.4. The Department intends to make a single award for RFP. See RFP **Section 4.9 Award Basis** for more Contract award information.
- 2.1.5. An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and 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.

2.2. Background, Purpose and Goals

The Department is the State's human services agency and serves over one million people annually (Customers). The Department aggressively pursues opportunities to assist people in economic need, provide preventive services, and protect vulnerable children and adults. Services are provided by staff within three (3) major Administrations and various supporting administrations and divisions throughout the State of Maryland, at the LDSS offices located in each of Maryland's 24 jurisdictions, in standalone child support offices, and the central office. Refer to **Appendix 3 – Administrations Programs Overview** for further details on DHS Administrations and their respective requirements.

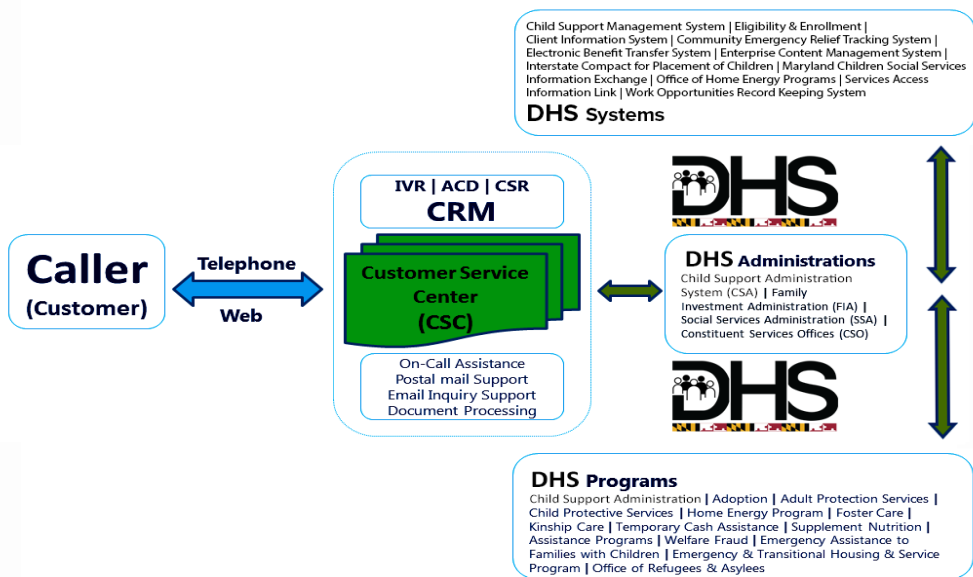
Effectively providing services to Customers requires continuous communication (verbal, electronic and written) and the ability to respond to both general and specific inquiries pertaining to critical and emergent needs. DHS continues to look for ways to provide more effective and efficient responses to Customer inquiries while maintaining the quality of its Customer experience. By applying innovative solutions to increasing Customer service and access to Customer's Case information through a dedicated and specialized CSC, DHS staff will be able to devote their time to more complex casework focusing on positive outcomes for Customers. To that end, Offerors are encouraged to describe those innovative services and technologies as part of their Proposal for initial implementation, given they do not have a negative impact on the Transition-In schedule or overall cost. Any optional services or technologies, which could be implemented in a future Task Order Request (see RFP Section 2.5) shall be included in the response to the Scope of Work.

The DHS programs are supported by a number of systems listed in Figure 1. Calls are managed through various options depending upon program needs. The Contractor shall implement requirements for all programs (CSA, FIA, SSA, and CSO) listed in the RFP during the Transition-In.

The average total volume of calls and communication for all the services offered by the DHS CSC is in excess of 200,000 calls per month (see **Appendix 4**). Call volume may include both Tier 1 and Tier 2 calls. Tier 1 calls are those calls seeking assistance or information that does not require the Customer Service Representative (CSR) to update any customer information within the Child Support Management System (CSMS) or the Eligibility and Enrollment (E&E) System, which are managed by DHS. Tier 2 calls may require the CSR to make limited updates within CSMS and/or E&E System. Although the State believes that the call volumes and statistics are factual, it makes no warranty that the information is either accurate or error-free. Where projections are provided, they are estimates prepared by the State for its own use, but the State makes no warranty with respect to the data on which the projections are based or that future experience will conform to the projections.

The Contractor will have access to DHS’ existing toll-free telephone number for both in-state and out-of-state callers. The toll-free number will not be transferred to the Contractor. In addition, the Contractor will have access to the DHS IVRS. The initial point of contact for all telephone inquiries will be through an IVRS. The Contractor will work with DHS Administrations in understanding, developing, and implementing appropriate call tree structures and scripts. The IVRS will include automated services to enable the State to deliver unattended services 24 hours a day, 7 days a week, 365 days per year (366 days for leap year), in accordance with DHS approved scripts and routing paths; input options via telephone touch-tone pad and voice commands to access pre-recorded information (SEI); and speech recognition (speech -to text and text-to -speech technologies to enhance efficiency and customer service. Finally, the Contractor will utilize the Department’s Customer Relationship Management System (CRM) to document customer inquiries and, as necessary, forward work orders to LDSS. Both the DHS CRM and IVRS tools will be available to the Contractor to utilize and will need to be managed during the Contract period.

Figure 1: This chart shows DHS’ overall vision of the CSC operations and how it will interface with the Department’s information technology systems, Administrations and programs. This figure is not representative of the total scope of work outlined in this RFP.



2.2.1. Project Goals

- A. Decrease call wait time and improve Customer access to the Department and case information.
- B. Reduce the amount of time staff spends on routine tasks through effective and faster responses to Customer inquiries.
- C. Increase Customer service and access to Customer's case information through a specialized CSC, that provides effective and efficient Customer service solutions.
- D. Innovative ideas, practices, technologies, cost sharing and other services aimed at improving Customer services and generating a positive return on investment (ROI).

2.2.2. State Staff and Roles

In addition to the Procurement Officer and Contract Monitor, the Contractor will interact with the following State staff:

- A. DHS Program Liaisons
 - 1) A representative for each DHS Administration who will be responsible for Program and policy updates.
 - 2) Office of Technology and Humans Services (OTHS) Program Liaison will provide guidance and updates to DHS systems.

2.2.3. Other State Responsibilities

- A. Provide 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.
- B. Provide the current DHS toll-free number for access to the IVRS.
- C. Grant necessary access and training to the DHS CRM to allow the Contractor to perform duties included in this RFP.
- D. Upon receipt of access request, provide access to DHS systems to allow the CSC the ability to receive pertinent information to address inquiries received via internet and telephone calls.
- E. Provide initial training on DHS policies, procedures, programs and major DHS systems.
- F. Provide troubleshooting and technical assistance through the DHS Help Desk for many major DHS applications or systems between the hours of 7:00 am and 7:00 pm, Local Time, Monday through Friday and 8:00 am and 12:00 pm on Saturday.
- G. Provide the current call scripts and develop the call scripts and/or screens.
- H. Provide pre-approval of all material used in all projects.
- I. Provide the Administrative Desk Reference, which is a detailed guide on all functional aspects of the Administrations that the CSC shall support.
- J. Provide an initial supply of 1,000 program applications in English and Spanish, with additional supplies provided upon request to the Contract Monitor.
- K. Supply DHS brochures in English and Spanish, with additional supplies provided upon request of the Contract Monitor.

2.3. Responsibilities and Tasks

2.3.1. General Requirements

The Contractor shall:

- A. Implement and manage a CSC to handle inbound and outbound calls for the Department, which incorporates the Department's IVRS and CRM.
- B. Provide Customer assistance services on Departmental inquiries, program and case information.
- C. Provide technical and management staff in order to implement and operate the CSC.
- D. Provide support for Customer inquiries of varying complexity, including making appropriate referrals for additional assistance when the CSR is unable to fully resolve inquiries.
- E. Maintain enough staff to respond to Customer calls during Normal Business Hours, peak hours, and periods of heavy call volumes, except on State Holidays and weather-related or other emergency closures declared by the Governor and approved by DHS (Refer to <https://dbm.maryland.gov/employees/Pages/StateHolidays.aspx> and <https://dbm.maryland.gov/employees/Pages/WeatherRel.aspx>).
- F. Evaluate weekly the sufficiency of the number of telephone lines installed and the number of CSR's available to meet the call needs as call volumes increase. As needed, due to an increase in call volume, and at the Contractor's expense, install additional lines, equipment and/or CSRs to meet the call response timeline requirements.
- G. Handle spikes in call volume and meet Service Level Agreements (SLAs) as defined in **Section 2.6**. The plan for the management of such instances shall be due no later than thirty (30) Days after Notice to Proceed (NTP) and must be approved by the Contract Monitor.
- H. Identify only as and use the State's and DHS's names and logos on all correspondence, documents and information distributed to CSC Customers.
- I. Have the ability to communicate in other languages via utilization of a language line interpreter service.

2.3.2. Interactive Voice Response System (IVRS)

The initial point of contact for all telephone inquiries will be through an IVRS.

The Contractor shall:

- A. Ensure Direct Inward Dial line-Extension numbers (DIDs) are properly assigned to agents and administer the DID assignment upon on-boarding agents.
- B. Provide agents in accordance with skills matrix and queuing/routing requirements in the Automatic Call Distribution (ACD) system.
- C. Provide professional voice recording of IVRS Scripts in English and Spanish.

- D. Support Self Service Options, including directions, hours of operation, and available case information.
- E. Generate automated Customer Satisfaction Surveys to rate CSC and DHS performance. The survey shall be offered via telephone following a Customer call and shall be accessible via web or phone.
- F. Provide remote announcement updates for special situations (snowstorm, building emergencies, etc.).
- G. Provide hour by hour reports and twice daily benchmark (noon, end of day) email reports of IVR statistics, which shall include in-queue wait time, call back feature wait time, abandonment rate, call volume, average call handling time, and statistics on CSRs login time and call statistics.

2.3.3. Customer Relations Management System (CRM)

The Contractor shall:

- A. Train staff on the functions of the DHS CRM, a web-based system.
- B. Use the CRM to record and update basic Customer information within the CRM, track all calls, activities, and operations of the CSC and use the data to identify Customer inquiry trends.
- C. Ensure CSRs use DHS CRM as the primary system for all CSC activity.
- D. Determine secured role-based privilege settings of staff, while adhering to DHS' CRM user access roles capabilities. The Contractor shall ensure that DHS Security Monitors have the ability to reset user access based on the user's security profile and staffing level.
- E. Utilize scripts in the CSC provided by DHS programs. DHS will maintain control of the scripts/and or desk guides for dissemination.
- F. Forward Work Orders that are generated in the CRM when the Customer inquiry needs additional follow-up from DHS staff/LDSS are forwarded to local offices. The Contractor shall ensure that the service requests and Work Orders are consistent and have uniform narrative per the Administration Desk Guide.
- G. NOT delete any records in the CRM. Please refer to Section 24 of Attachment M.

2.3.4. Automated Call Distribution (ACD) System

DHS will provide access to the Contractor to the Department's ACD system, which has the capability to distribute incoming calls to CSRs. Call routing is based on sequence of arrival/origination, inquiry type, CSR availability, skills, and language fluency or other pre-defined routing instructions.

The Contractor shall:

- A. Comply with call routing and queuing based on specific requirements of DHS and the IVRS.

- B. Use the ACD to gather and report statistics in real-time, to include number of calls in queue, current hold time, maximum hold time, abandoned/dropped calls, average wait time, call volumes, live Customer calls, and any CSC activity at all times. The Contract Monitor and designees shall have access to the ACD at any time and without prior notice.
- C. Provide Customers with an estimated wait time and other recorded messages. Estimated wait time shall be offered at the beginning of hold time and repeated at various increments. The Callers must be given option to stay in queue or select the Call-back option during Normal Business Hours. The ACD shall prompt the caller to provide the Call-back information and provide an estimated Call-back time to the caller.
- D. Ensure that Outbound Calls to callers opting for a Call-back are made at the estimated Call-back time. If the Call-back encounters a busy or no-answer condition, the Contractor shall repeat the Call-back for up to 2 additional attempts within two (2) Business Days. If the Call-back encounters a voicemail or answering service, leave a brief message indicating the purpose of the call with information on how to contact the CSC and no additional Call-back is required.
- E. Record all calls by CSRs and provide audio recordings of individual/Customer calls for review by the Contract Monitor no later than one (1) Business Day of the request.
- F. Provide alerts to the CSC Managers/Supervisors when the call center experiences unforeseen or drastic changes and anomalies in the CSC operational patterns, such as persistently long hold times, persistent call drops, persistent voice distortion, etc., that needs attention and intervention.
- G. Monitor CSR performance utilizing industry standard practices including 'listen', 'record', 'workgroup alert', 'transfer', 'join', 'whisper coaching' and 'grab' methods.

2.3.5. Customer Services Representative (CSR)

The Contractor shall:

- A. Provide enough staff to always meet the requirements of the RFP.
- B. Ensure that at least ten percent (10%) of the CSRs in the CSC are fluent in Spanish to meet the trend in inquires made in Spanish.
- C. Ensure that the CSRs meet the following general requirements:
 - 1) Respond to Customer inquiries and requests for information, and provide status updates, guidance, and information as outlined and defined by DHS and the Administrations Desk Reference Guides.
 - 2) Access DHS systems, interpret screens, update screens, and enter Customer case logs in the various Administrations' automated systems.
 - 3) Adhere to CSA Global Alerts as indicated in the case file.
 - 4) Communicate with State staff when necessary and forward relevant Customer information when necessary via telephone, facsimile, or e-mail or other electronic

transmission for further processing in accordance with the Administrations Desk Reference Guides.

- 5) Respond to written inquiries by telephone, facsimile, postal mail, or electronic mail, whichever is more efficient and satisfies the inquirer and in accordance with the Administrations Desk Reference Guides.
- 6) Respond to Customers with accuracy, professionalism and in a courteous manner, with a high degree of empathy and respect. If the initial response is found to be erroneous, the CSR shall send a corrected response to the inquirer no later than one (1) Business Day of identification of the error via telephone or written correspondence. The CSR shall update the CRM and case logs as appropriate. Mail requested materials within established timeframes.
- 7) Ensure efficient and effective Work Order Management and tracking in the CRM as defined by the Contract Monitor and the Contractor.
- 8) Recognize trends in inquires for referral to the Contract Monitor for development of common responses and reporting to the Department.

2.3.6. CSRs Phone/Email Protocols

The Contractor shall ensure that CSRs:

- A. Do not put Customers on hold without an initial interaction by the CSR or use any other method that is non-responsive to Customers.
- B. Spend enough time with Customers to meet all of their needs in one call versus multiple short calls for the same Customer.
- C. Do not answer case specific questions via email, even if the requested came in via email. An auto generated Administration specific statement shall be provided to these types of inquiries and Customers are asked to contact the CSC during Normal Business Hours to speak to a CSR. Answers to general questions shall be provided no later than one (1) Business Day. Any questions the CSRs are unable to answer must be referred to the respective LDSS, local child Support office or the CSO no later than one (1) Business Day after receipt.

2.3.7. Postal Mail/Document Fulfillment Requirement

CSRs shall receive and answer email and telephone requests for document fulfillment, updating the appropriate DHS system to record and track the action taken within the CRM.

The CSR shall:

- A. Mail general forms, packets, applications, direct deposit forms, cash pay forms, payment summaries, informational brochures and any other forms requested by the Customer no later than two (2) Business Days after receipt of the request.
- B. Forward correspondence to the LDSS as described for each Administration. Any questions the CSR is unable to answer must be referred to the respective LDSS, local Child Support office or DHS CSO no later than one (1) Business Day after receipt.

- C. Generate and mail from a secure, primary location within the CSC any correspondence or fulfillment containing PII. All Non-PII related documents, i.e. applications and forms, may be processed at an offsite fulfillment center.

2.3.8. Staffing Plan

The Contractor shall:

- A. Identify and use accepted call center industry standards (i.e., Erlang-C) to provide a sufficient number of staff qualified to fulfill the requirements of this solicitation and shall adjust staff levels as call volumes fluctuate.
- B. Deliver a Staffing Plan with a detailed organization structure no later than fifteen (15) Calendar Days from the NTP. The Staffing Plan and organization structure shall be submitted every six (6) months or as needed by DHS. (See Section 3.10.3)

2.3.9. Training

- A. For Offerors proposing to provide a facility located outside of the State of Maryland, assign a senior management person located within the Baltimore Metropolitan area, who shall be available and have the ability to attend in-person trainings.
- B. Training is a critical component of an effective CSC. As such, the Contractor shall ensure that all CSR and other staff are thoroughly trained on all CSC operational protocols and supporting solutions.
- C. The Contractor shall provide training for all CSRs and staff when new Department policy is being implemented and ensure compliance no later than one (1) full Business Day after notification of the policy change unless otherwise indicated in the notice. When new Department policy and procedures are implemented, DHS will train the Contractor's trainer, who will then train Contractor's staff
- D. All training will be coordinated and planned with the Contractor's Project Manager to minimize any major changes to the ongoing CSC operations.
- E. The Contractor shall:
 - 1) Provide an initial Training Plan to the Contract Monitor no later than fifteen (15) Days after the NTP.
 - 2) Develop all materials specifically related to the CSRs' day-to-day operational roles and responsibilities. Training materials should include job aids and tests. The Contractor shall adjust and update course material and/or delivery methods at the direction of the Contract Monitor to be implemented by the next regularly scheduled course delivery.
 - 3) Provide an overview of the CSC operational processes and procedures, and communication procedures to DHS staff, which may include walk through tours of the Contractor's facility(ies) that are necessary to ensure compliance with operating the CSC. Such overview/tours must be coordinated through the Contract Monitor.
 - 4) Maintain training records via online access for State review for the full life of the Contract.
 - 5) Ensure that all new hires are equipped with the proper system access prior to Day 1 of new hire training. Training shall be delivered by the most effective methods possible and

shall include innovative techniques for learning and sharing lessons learned. Training delivery methods shall incorporate adult learning principles and facilitate understanding and retention of materials.

- 6) Ensure that all Contractor staff are trained in the relevant Federal, State and local laws, policies, and procedures, as well as the Contractor's operations and use of system and telephonic equipment, job related duties and functions, and soft skills and business etiquette.
- 7) Accommodate, upon written notice from the Contract Monitor, occasional site visits by designated DHS staff to the CSC facility to observe training and request feedback from Contractor staff.
- 8) Provide a final Training Plan and all required training materials (training manuals with descriptions, summaries of actual training instructions, along with test formats and evaluation methodologies) developed in conjunction with the plan no later than (90) Days after the NTP.
- 9) Provide a training report to the Contract Monitor annually and after every training session to include, at a minimum, the following:
 - a) Training courses provided;
 - b) Number of staff who completed the training;
 - c) The training manuals with descriptions, and summaries of actual training instructions, along with test formats and evaluation methodologies to ensure training effectiveness; and
 - d) A summary of staff evaluations and targeted trainings designed to improve staff performance.

2.3.10. Operational Requirements

In order to maintain the necessary CSC infrastructure, technology and administrative support, the Contractor shall:

A. Facility

- 1) Provide a single facility located within the State of Maryland that meets standards established under the Americans with Disabilities Act (ADA) (<https://www.dol.gov/general/topic/disability/ada>) and IRS Special Publication 1075 for Physical Security Minimum Protection Standards (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>). A copy of the signed facility lease shall be provided to the Contract Monitor no later than thirty (30) Calendar Days after the NTP Date. No later than sixty (60) Calendar Days after the NTP Date, the facility will be inspected by the Contract Monitor and designated DHS staff to ensure that the below requirements are met. The Contractor's facility shall:
 - a) Provide equipment, furniture, telephone, and data connectivity for Contractor's staff to operate the CSC in accordance with the RFP.
 - b) Have an ADA compliant Telephone Device for the Deaf (TTY/TDD), which requires that the same services be made available to all Customers despite disability.
 - c) Provide uninterrupted services in the event that any telephone line(s) stop(s) working; in such event the entire CSC shall continue to function.
 - d) Have a wall mounted display (42 inches or greater) of real-time dashboard accessible to CSC staff to monitor the CSC activity, such as, number of calls in queue, wait time, availability of CSRs, number of active supervisors, etc.

- B. Virtual Staffing Option:
- 1) At the sole discretion of DHS, the Contractor may provide some services as required in this RFP virtually, allowing CSRs to work from approved remote locations within the United States.
 - 2) If DHS permits the Contractor to exercise the Virtual Staffing Option, in addition to the sections a-c above, the Contractor shall:
 - a) Provide real-time access to CSC staff to monitor the CSC activity, such as, number of calls in queue, wait time, availability of CSRs, number of active supervisors, etc.
 - b) Ensure that there are sufficient controls in place to manage CSC staff, including support for CRS staff.
- C. Permit individuals designated in writing by the Contract Monitor access to inspect the Contractor's operations. Such individuals may include, but are not limited to, Federal officials and auditors, State officials and employees, and visitors approved by the Contract Monitor. On the basis of such inspection, specific measures may be required if the Contractor is found to be noncompliant with Contract requirements.
- D. Policy and Procedure
- 1) Follow all DHS Department policies and operate the CSC in accordance with Federal and State regulations, using Scripts provided by and approved by the Contract Monitor.
 - 2) Develop and distribute an Internal Operating Procedures Guide to Contractor's employees assigned to work under this Contract.
- E. Customer Satisfaction Surveys
- 1) Offering automated Customer Service Surveys regarding Customer satisfaction with both the IVR and CSR services. The surveys shall be offered at the end of each live call and allow the Customers to rate the quality, timeliness, and other service delivery elements carried out by the Contractor under the Contract.
 - 2) Provide monthly and quarterly reports on the survey findings to the Contract Monitor. Upon review of the survey, the Contractor may be required to submit a Corrective Action Plan (CAP), as directed by the Contract Monitor to mitigate problems.
 - 3) Maintain a log and record of all recommendations for continuous improvements in CSR Scripts, FAQs and IVR Scripts. This log/record is to be maintained in the CRM database that will be continuously available for review by the Contract Monitor and other designated Department personnel.
- F. Meetings
- 1) Attend regular status meetings via teleconference, or as requested, and quarterly face-to-face meetings to address issues related to on-going operations and continuous improvement of the CSC. The Contractor shall provide a conference bridge number for teleconferencing.
 - 2) Maintain weekly communications with the Contract Monitor to provide current information on CSC operations, including but not limited to: planned activities, procedural changes, call trends, challenges, emergencies and coverage for short and long term absences of Key Personnel and supervisors.

2.3.11. Technical Operational Requirements

The Contractor's CSC and any Contractor-provided infrastructure necessary to implement the requirements of this Contract will need to interact with the DHS systems (See Appendix 5 - DHS Systems Applications). The Contractor shall ensure all components of the CSC services, are built on a technical infrastructure that is fully securitized and ensure uninterrupted high quality and robust operational efficiency to meet Customer satisfaction and business continuity. The Contractor shall:

- A. Purchase, obtain, install, program and maintain necessary automation hardware (personal computers - i.e. switches, routers, FWs, and UPS, printers, phones, facsimile machines, etc.) and software to transmit data files to DHS systems as required by the State.
- B. Upgrade hardware, software and other related systems, including communication systems as needed and at the expense of the Contractor. All components of the CSC systems must be kept current with industry standards and shall be backwards compatible. This includes functionality across common web-browsers (i.e. Internet Explorer, Firefox, Chrome, Safari, etc.).
- C. Purchase, install, and maintain a dedicated data circuit (minimum of 20 mbps) to terminate from the Contractor's location to DHS's Primary Data Center (SSC Primary). As a backup, install a dedicated data circuit (minimum of 20 mbps) to terminate from the Contractor's location to Department of Human Services Information Service (DHSIS). This second circuit (from DHRIS) should terminate to a secondary vendor location. Should this location change the Contractor will be responsible for costs associated with moving the circuit.
- D. Develop and maintain a web-based correspondence workflow process to facilitate electronic correspondence between Customers and DHS in compliance with the Federal Guidelines for Web Accessibility, available at www.section508.gov.
- E. Provide a multi-factor authentication mechanism for any public facing system and/or services based on NIST Special Publication 800-53 revision 4 or later located on <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>.
- F. Complete requests for system changes and/or access as the result of legislative changes, service changes, lawsuits, etc. no later than two (2) Business Days after the request by the Contract Monitor or designee, unless there is a sufficient reason for further delay. In case of a delay, the Contractor shall get a written approval from the Contract Monitor on the new timeline.
- G. Update the Customer's information on the State's automated systems via electronic transmission of data through the software product designated by the State. This electronic transmission must be done daily.
- H. Establish the CSC infrastructure/system on a server used for the centralized database, which shall include storage (Example RAID-5), provisions for controller redundancy, and mean times between failures of the processors and the disk subsystem. At a minimum, the

centralized database shall be able to continue operations if any single storage component fails.

- I. Maintain a system that is capable of supporting the archiving, retrieval, and purging of data. The CSC system shall be kept in an online mode during the length of the Contract except for archiving, retrieval and approved maintenance. Callers must be able to continue receiving information through the IVRS during CSC system updates.
- J. Provide controls for testing new data and maintain the DHS IVRS Control Log.
- K. Participate in an annual review of standards, processes, logs, and configurations with OTHS.
- L. The CSC system shall:
 - 1) Manage User interfaces, data access, and report generation by role based privilege settings to ensure that DHS Customers, vendors, Contractors and staff have secure access to the appropriate data with significant access and processing restrictions to each User category/Customer/job function.
 - 2) The system shall ensure that all communications from the system that contain confidential information be encrypted whenever storing or transmitting confidential data.
 - 3) The system shall protect confidential information from disclosure and unintended recipients.
- M. System Troubleshooting
 - 1) Correct all system problems and application problems under its control in accordance with Section 2.6.7.
 - 2) Any problems related to system functionality (i.e., hardware, lines, etc.), which are not under Contractor control, must be reported to the Contract Monitor immediately and no later than 1 hour.
 - 3) Request by email approval from the Contract Monitor no less than fourteen (14) calendar days in advance of any planned Service Outages that may affect the availability of the CSC system or SLAs, and describe alternate plans to maintain the availability of the CSC system. The Contract Monitor will respond to the request via email.
 - 4) Request by phone and email approval from the Contract Monitor in accordance with Section 2.6.7 of any unplanned Service Outages that must be performed to maintain or restore system availability. The Contract Monitor will respond to the request via phone or email.

2.3.12. Annual Performance Review

The Contractor shall:

- A. Fully cooperate and participate in annual performance review conducted by the DHS Performance Readiness Review Committee.
- B. Prepare and distribute the meeting agenda, meeting minutes.
- C. Support on-site inspections.

- D. Provide evidence of compliance with the Contract requirements, SLAs, Performance Standards, and reporting.
- E. Submit any corrective actions plans or additional documents that may be requested by the Department.

2.3.13. Quality Assurance/Quality Control (QA/QC)

The Contractor shall provide a QA/QC plan which is updated every six (6) months as needed. The QA/QC plan shall address the frequency, nature, and process for conducting quality assurance activities. The plan shall also include the Contractor's methodology for how continuous improvement will be sustained. As part of the Contractor's QA/QC monitoring, the following minimum measures are required:

- A. Record 100% of calls that will be selectively available for quality assurance purposes.
- B. Monitor **five percent (5%)** of all calls received by CSRs, This percentage may be increased at the discretion of the Department based on the State, Federal and /or Legislative changes and requirements during the term of the Contract.
- C. Monitor **five percent (5%)** of all case information updates made by CSRs in the DHS system. This percentage may be increased at the discretion of the Department based on the State, Federal and /or Legislative changes and requirements during the term of the Contract.
- D. Conduct test calls and report results to the Contract Monitor.
- E. Provide data on the key performance indicators as outlined in Section 2.6 – Service Level Agreements, specifically, 2.6.9:
 - 1) Service Measures
 - 2) Quality Measures
 - 3) Efficiency Measures

2.3.14. Corrective Action Plans (CAP)

- A. In the event that deficiencies are identified in any service or reporting deliverable, the Contract Monitor will notify the Contractor in writing of the need to submit a CAP. The Contractor shall submit the CAP to the Contract Monitor as specified within the timeframe indicated in the CAP. The Contractor's CAP shall describe in detail the remedial actions that will be taken by the Contractor to resolve the deficiencies and the timeline (begin and end dates) for completing each action. The Contract Monitor will provide the Contractor a written response, via email.
- B. In addition to the imposition SLA credits and Liquidated Damages where applicable, if deficiencies continue, Contract termination may occur.

2.3.15. Contractor-Supplied Hardware, Software, and Materials

- A. By responding to this RFP and accepting a Contract award, the Offeror specifically agrees that for any software, hardware or hosting service that it proposes, the State will have the right to purchase such item(s) from another source, instead of from the selected Offeror.

- B. The Contractor's applications shall be accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface.
- C. The State shall be permitted limited user-specific application configuration settings.
- D. The Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services that DHS does not provide, and shall keep all software current.
- E. All Upgrades and regulatory updates shall be provided at no additional cost.
- F. The State requires that the Offeror price individual software modules separately.
- G. The State also requires that the Offeror provide fully functional, generally available software and multiple-user licenses for purchase as needed throughout the life of the Contract.
- H. The Offeror shall install and provide all documentation for the software furnished under the Contract.

2.3.16. 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:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: <http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx> ;
- B. The State of Maryland Information Technology Security Policy and Standards at: <http://www.DoIT.maryland.gov>- keyword: Security Policy;
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;

2.3.17. Product Requirements

- A. Offerors may propose open source software; however, the Offeror must provide operational support for the proposed software as part of its Proposal.
- B. 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 (See RFP **Section 5.3.2**.Error! Reference source not found.
- C. No international processing for State Data: As described in **Section 3.7 Security Requirements**, Offerors are advised that any processing or storage of data outside of the continental U.S. is prohibited.
- D. Any Contract award is contingent on the State's agreement, during the Proposal evaluation process, to any applicable terms of use and any other agreement submitted under **Section 5.3**. Such agreed upon terms of use shall apply consistently across services ordered under the Contract.

- E. The Contractor shall not establish any auto-renewal of services beyond the period identified in Contract documents.
- F. In addition to any notices of renewal sent to the Contractor, Contractors shall email notices of renewal to the e-mail address designated by the Contract Monitor.

2.3.18. Maintenance and Support

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

- A. Maintenance commences at the start of State acceptance of initial startup activities.
- B. Support shall be provided for superseded releases and back releases still in use by the State.
- C. Operations tasks to include virus scans
- D. Activity reporting
- E. User support (Help Desk)
 - 1) Contractor shall furnish Help Desk services for the users.
 - 2) Help Desk services are available during Normal State Business Hours.
 - 3) Contractor shall utilize a help desk ticketing system to record and track all help desk calls. The ticketing system shall record with a date and timestamp when the ticket was opened and when the ticket was closed.
 - 4) Help Desk services shall be furnished using resources familiar with the State's account.

2.3.18.1. Technical Support

- A. "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.
- B. Technical Support shall be available during Normal State Business Hours.
- C. For emergency purposes, the State shall be able to contact a Technical Support team member 24 hours per day, 7 days per week, 365 days per year.
- D. Contractor Personnel providing technical support shall be familiar with the State's account (i.e., calls shall not be sent to a general queue).
- E. Contractor shall return calls for service of emergency system issues (see Section 2.5.1 Service Level Agreement) within fifteen (15) minutes.
- F. Calls for non-emergency IT service requests will be returned in accordance with Section 2.6.8.
- G. The State shall be provided with information on software problems encountered at other locations, along with the solution to those problems, when relevant to State software.

2.3.18.2. Backup

The Contractor shall:

- A. Perform secure backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups, full weekly backups, and full monthly backups of all volumes of servers.

- B. Perform back--during non-peak hours to meet the Contractor's proposed production-processing schedule.
- C. Ensure data integrity so that completed transactions are not lost due to outages, system failures, etc. In long-running transactions, such as when a CSR needs to navigate several screens of data entry, there should be interim checkpoints that save the transaction so that it may be re-entered from the last checkpoint if the transaction wasn't completed prior to the failure. This includes ensuring backups are reliable and errors are avoided.
- D. Perform backups for all systems and data necessary to restore full operability of the services provided in this Contract. 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; and
 - 4) Maintain one annual back up for the term of the contract.
 - 5) The ability to transfer a complete backup-set of all systems to the Department during the transition out period.
- E. Ensure that backups are encrypted in accordance with IRF Publication 1075 and FIPS 140-2.
- F. Perform a backup recovery at least semi-annually.
- G. Provide on demand support for the State's recovery of a backup set.
- H. If the Contractor chooses to utilize physical media for backups the following must be provided:
 - 1) Securely transport and store all backups offsite in accordance with IRS Publication 1075 Guidelines.
 - 2) Monitor, log and track all media in accordance with IRS Publication 1075 Guidelines. This shall include physical media movement in and out of the CSC, off-site vault storage, media rotation with the media storage provider, and tracking media returns.
 - 3) Ensure media destruction procedures meet or exceed IRS Publication 1075 Guidelines, including degaussing, crushing and shredding, to assure that no data is retrievable.
 - 4) Be responsible for system data back-up requirements, which include period off-site vaulting of data on media, cataloging off-site content, retrieving back up media and restoring data from the back-ups.
 - 5) Provide DHS the capability to monitor media management operation, mailing and receipt control, and compliance with retention and storage requirements. Ensure that authorized DHS representatives and/or auditors shall be granted access to inspect storage areas.

2.4. Deliverables

2.4.1. Deliverable Submission

- A. For every deliverable, the Contractor shall request the Contract Monitor confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.

- B. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project or Microsoft Visio within two (2) versions of the current version. At the Contract Monitor's discretion, the Contract Monitor may request one hard copy of a written deliverable.
- C. 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.
- D. For any written deliverable, the Contract Monitor may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.4.3 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 listed in **Section 2.4.3 Minimum Deliverable Quality**.

2.4.2. Deliverable Acceptance

- A. A final deliverable shall satisfy the scope and requirements of this RFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.4.4 Deliverable Descriptions/Acceptance Criteria**.
- B. The Contract Monitor shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The Contract Monitor is responsible for coordinating comments and input from various team members and stakeholders. The Contract Monitor is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.
- C. The Contract Monitor will issue to the Contractor a notice of acceptance or rejection of the deliverable via email. Upon acceptance, the Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.3**. The invoice must be accompanied by all deliverables or payment may be withheld.
- D. In the event of rejection, the Contract Monitor 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.

2.4.3. 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:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable's content.
- C. Represent factual information reasonably expected to have been known at the time of submittal.
- D. In each section of the deliverable, include only information relevant to that section of the deliverable.

- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.
- H. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- I. 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.

2.4.4. Definitions of Operational Reports and Timeframes

Status Report Type	Description	Due Date / Frequency
Hour by Hour Report (HHR)	Hourly reports as specified by the Contract Monitor	Due hourly every Business Day as specified by the Contract Monitor.
Daily Status Report (DSR)	Ongoing daily reports as specified by the Contract Monitor	Due at 12:00 pm and 6:30 pm every Business Day.
Weekly Status Report (WSR)	Ongoing weekly reports as specified by the Contract Monitor.	Due before 12:00 pm on the first Business Day of each week following the reporting week.
Monthly Status Report (MSR)	Ongoing monthly reports as specified by the Contract Monitor.	Ongoing monthly reports submitted starting after the Go-Live Date and should include one (1) month cumulative information Due before 12:00 pm on the 2nd Business Day of each month following the reporting month and for each month thereafter.
Quarterly Status Report (QSR)	Performance report submitted quarterly as specified by the Contract Monitor.	Due quarterly before 12:00 pm on the 2nd Business Day of the month following the reporting quarter and each quarter thereafter.
Semi-Annual Performance Report (SPR)	Performance report submitted six (6) months as specified by the Contract Monitor.	Due before 12:00 pm on the 2nd Business Day of the month following six (6)

		months from the Go-Live Date and every six (6) months thereafter.
Annual Performance Report (APR)	Performance Report submitted annually as specified by the Contract Monitor.	Due before 12:00 pm on the 2nd Business Day of every January for the term of the Contract from the Go-Live Date.
Ad-hoc Reports	Any other report that could be requested additionally by the Contract Monitor	As requested.

2.4.5. 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 assigned tasks.

Deliverables Summary Table*

Deliverable Description/ Service Priority	Acceptance Criteria	Due Date / Frequency
Copy of signed lease, if applicable	A fully executed signed and dated lease agreement in PDF format via email. (Section 2.3.10)	Initial Delivery: NTP+ 30 Calendar Days after Contract Commencement.
Problem Escalation Procedure	Refer to Section 3.8 for submission and report criteria	Final delivery: 10 Business Days upon recommendation of an award and updated annually +10 Business Days after the start date of each Contract Year.
Project Management Plan	Refer to Section 5.3.2 for submission and report criteria	Initial with Proposal and Final NTP +15 Calendar Days
Project Schedule	The Project Schedule shall include all major activities that will be required to complete the Transition-In including activities to be performed by DHS. The Contract Monitor will review and approve the baseline Project Schedule.	Initial Delivery: NTP +15 Calendar Days The Project Schedule shall be issued in draft form for review. The Contract Monitor will provide comments to the Contractor no later than five (5) Business

		Days after the draft submission. The final Project Schedule shall be issued no later than five (5) Calendar Days after the receipt of the Contract Monitor's comments.
Staffing Plan	Offerors shall describe in their staffing plan the number of staff necessary to meet SLA requirements and how additional resources shall be acquired to meet the needs of the Department. Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications. (Section 2.3.8 and 3.10.3)	Initial Delivery: NTP + 15 Calendar Days Every six months as requested.
Risk Management Plan	The Plan shall include the Contractor's approach to managing risk as well as describe the Contractor's understanding of risk management. The Risk Register shall be reviewed and updated in accordance with the Risk Management Plan no less than monthly.	Initial Delivery: NTP + 15 Calendar Days The Risk Management Plan shall be issued in draft form for review. The Contract Monitor will provide comments to the Contractor no later than five (5) Business Days after the draft submission. The Risk Management Plan shall be issued no later than five (5) Calendar Days after the receipt of the Contract Monitor's comments.
Communication Management Plan	The Communication Management Plan shall serve as the guideline to manage communications across all stakeholders, including status reporting and other key communications.	Initial Delivery: NTP +15 Calendar Days The Communication Management Plan shall be issued in draft form for review. The Contract Monitor will provide comments to the Contractor no later

		than five (5) Business Days after the draft submission. The final Communication Management Plan shall be issued no later than five (5) Calendar Days after the receipt of the Contract Monitor's comments.
Initial Training Plan	Refer to Section 2.3.9.E. for report criteria.	Initial Delivery: NTP +15 Calendar Days
Security Plan (Includes security test plan)	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. (Section 3.7.7)	Initial Delivery: NTP + 30 Calendar Days and annually thereafter.
Short Term High Volume Call Management Plan	This plan shall delineate how the offeror handle spikes in call volume. (Section 2.3.1.E)	Initial Delivery: NTP + 30 Calendar Days
Back-Up Facility Initial Test Results	Refer to Section 2.3.18.2 for more information.	Initial Delivery: NTP+75 Calendar Days
Transition-In Plan	The Plan should specifically address in detail: <ol style="list-style-type: none"> 1) Milestones and deliverables dates. 2) Key Transition personnel and their respective roles. 3) The required involvement of the incumbent Contractor. 4) The reporting mechanism for providing, at a minimum, weekly reports during the Transition-In. 5) Any experiences and concerns considered important and relevant 	Initial Delivery: NTP + 15 Calendar Days Final Delivery: NTP + 30 Calendar Days

<p>Disaster Recovery and Continuation of Operations Plan</p>	<p>For hosted services, the Offeror shall include its DR strategy, and for on premise, a description of a recommended DR strategy. (Section 5.3.2.F)</p>	<p>Delivery: NTP + 75 Calendar Days</p>
<p>Internal Operating Procedures Guide</p>	<p>The Guide shall describe the company’s policies and internal operating procedures. (Section 2.3.10.D.)</p>	<p>Initial Delivery: NTP +90 Calendar Days The Contractor shall present the Guide to the Contract Monitor for approval no later than ninety (90) Days after NTP and shall incorporate any required changes within fifteen (15) Days. A review and needed updates to this guide shall be done at least every six (6) months.</p>
<p>Final Training Plan</p>	<p>Provide a final Training Plan and all required training materials (training manuals with descriptions, summaries of actual training instructions, along with test formats and evaluation methodologies) developed in conjunction with the plan. (Section 2.3.9.E)</p>	<p>Final Delivery: NTP +90 Calendar Days</p>
<p>Transition-In System Testing Plan</p>	<p>The Transition In System Testing Plan shall include all aspects of the in-progress work that shall be tested by the transition staff and measures of success to demonstrate achievement of knowledge transfer and successful transition.</p>	<p>Initial Delivery: NTP +100 Calendar Days</p>
<p>Configuration Plan</p>	<p>The Configuration Plan shall clearly delineate Contractor responsibilities and DHS responsibilities</p>	<p>Initial Delivery: NTP +100 Calendar Days</p>
<p>User Acceptance Test</p>	<p>Plan and execute two successfully completed User Acceptance Tests based on the System Testing Plan, the first results of which shall be submitted no later than one hundred and ten (110) Calendar Days after</p>	<p>Final Results: NTP +110 Calendar Days Second or updated results: NTP +130 Calendar Days</p>

	NTP. The second results shall be submitted no later than one hundred and thirty (130) Calendar Days after NTP.															
Transition-In Period Results Document	The Contractor shall report the results of the transition to the Contract Monitor.	Due +130 Calendar Days after Transition In and NTP														
Meeting Minutes	Generate minutes for all status meetings and distribute the minutes via e-mail no later than three (3) Calendar Days of the meeting for the Contract Monitor review and approval	Due + 3 Calendar Days after the Meeting date														
IVR Call Report	Provide hour by hour reports and twice daily benchmark (noon, end of day) email reports of IVR statistics, which shall include in-queue wait time, call back feature wait time, abandonment rate, call volume, average call handling time, and statistics on CSRs login time and call statistics. (Section 2.3.2)	<table border="1"> <tr><td>HHR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>DSR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>WSR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>MSR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>QSR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>SPR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>APR</td><td><input checked="" type="checkbox"/></td></tr> </table>	HHR	<input checked="" type="checkbox"/>	DSR	<input checked="" type="checkbox"/>	WSR	<input checked="" type="checkbox"/>	MSR	<input checked="" type="checkbox"/>	QSR	<input checked="" type="checkbox"/>	SPR	<input checked="" type="checkbox"/>	APR	<input checked="" type="checkbox"/>
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APR	<input checked="" type="checkbox"/>															
CSR Call Report	<p>A report of CSR activity that includes:</p> <p>Number of calls requesting a CSR. Number of calls answered by CSR. Number of calls resolved by CSR. Number of calls longer than 4 minutes after Caller elects a CSR. Number of calls by specific Administration inquiry type. Average call-talk times. Average wait time until a Customer gets through to CSR. Maximum caller wait time. Average wait time after a call is answered and placed on hold. Number of calls abandoned. Average waits time for Abandoned Calls. Maximum wait time for Abandoned Calls. Average CSR staffing levels. Number of CSR minutes for calls</p>	<table border="1"> <tr><td>HHR</td><td></td></tr> <tr><td>DSR</td><td></td></tr> <tr><td>WSR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>MSR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>QPR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>SPR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>APR</td><td><input checked="" type="checkbox"/></td></tr> </table>	HHR		DSR		WSR	<input checked="" type="checkbox"/>	MSR	<input checked="" type="checkbox"/>	QPR	<input checked="" type="checkbox"/>	SPR	<input checked="" type="checkbox"/>	APR	<input checked="" type="checkbox"/>
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APR	<input checked="" type="checkbox"/>															

	<p>for each Administration. Average call wrap-up (documentation) times. Average hold time. Longest call time. Longest call in queue. Number of incoming calls which received a busy signal. Calls by problem category (DHR will establish problem categories during Transition-In). Number of Hot Calls. Number of unsuccessful Call-backs</p>																	
LDSS and Administrations Call Report	<p>A report of calls referred to LDSS offices that includes: Number of calls answered for each LDSS. Number of calls answered for specific Administrations. Number of calls referred to each LDSS or specific Administrations. Number of Work Orders generated for specific Administrations. A list of calls transferred to each LDSS or specific Administrations.</p>	<table border="1"> <tr><td>HHR</td><td></td></tr> <tr><td>DSR</td><td></td></tr> <tr><td>WSR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>MSR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>QPR</td><td></td></tr> <tr><td>SPR</td><td></td></tr> <tr><td>APR</td><td></td></tr> <tr><td>AHR</td><td></td></tr> </table>	HHR		DSR		WSR	<input checked="" type="checkbox"/>	MSR	<input checked="" type="checkbox"/>	QPR		SPR		APR		AHR	
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AHR																		
Content Update Report (As-Is, Modified, Reason, Approval)	<p>Report on content creation, update activity, and recommendations for continuous improvements for: a. IVR Scripts b. CSR Scripts c. FAQs</p>	<table border="1"> <tr><td>HHR</td><td></td></tr> <tr><td>DSR</td><td></td></tr> <tr><td>WSR</td><td></td></tr> <tr><td>MSR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>QPR</td><td></td></tr> <tr><td>SPR</td><td></td></tr> <tr><td>APR</td><td></td></tr> <tr><td>AHR</td><td></td></tr> </table>	HHR		DSR		WSR		MSR	<input checked="" type="checkbox"/>	QPR		SPR		APR		AHR	
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IVRS, CRM and ACD availability Report	<p>Report that includes the availability of the IVRS, CRM and ACD systems.</p>	<table border="1"> <tr><td>HHR</td><td></td></tr> <tr><td>DSR</td><td></td></tr> <tr><td>WSR</td><td></td></tr> <tr><td>MSR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>QPR</td><td></td></tr> <tr><td>SPR</td><td></td></tr> <tr><td>APR</td><td></td></tr> <tr><td>AHR</td><td></td></tr> </table>	HHR		DSR		WSR		MSR	<input checked="" type="checkbox"/>	QPR		SPR		APR		AHR	
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SPR																		
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AHR																		
Contact Problems Report	<p>A report that includes: Number of calls that come in from Customers claiming “No</p>	<table border="1"> <tr><td>HHR</td><td></td></tr> <tr><td>DSR</td><td></td></tr> <tr><td>WSR</td><td></td></tr> <tr><td>MSR</td><td><input checked="" type="checkbox"/></td></tr> </table>	HHR		DSR		WSR		MSR	<input checked="" type="checkbox"/>								
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WSR																		
MSR	<input checked="" type="checkbox"/>																	

	Response or feedback” for the escalation calls made to DHS.	QPR	
		SPR	
		APR	
		AHR	
Backup Requirement update Report	Refer to Section 2.3.18.2.B for more information.	HHR	
		DSR	
		WSR	
		MSR	<input checked="" type="checkbox"/>
		QPR	
		SPR	
		APR	
		AHR	
QA/QC Plan	Refer to Section 2.3.13.	HHR	
		DSR	
		WSR	
		MSR	
		QPR	
		SPR	<input checked="" type="checkbox"/>
		APR	
		AHR	
QA/QC Report	The QA/QC report shall address the frequency, nature, and process for conducting quality assurance activities. (Section 2.3.13)	HHR	
		DSR	
		WSR	
		MSR	<input checked="" type="checkbox"/>
		QPR	
		SPR	
		APR	
		AHR	
Annual Training Report	Refer to Section 2.3.9.E. for more information.	HHR	
		DSR	
		WSR	
		MSR	
		QPR	
		SPR	
		APR	<input checked="" type="checkbox"/>
		AHR	
Annual Performance Review	Refer to Section 2.3.1.3 for more information.	HHR	
		DSR	
		WSR	
		MSR	
		QPR	
		SPR	<input checked="" type="checkbox"/>
		APR	<input checked="" type="checkbox"/>
		AHR	
Corrective Action Plan (CAP)	In the event that deficiencies are identified in any service or reporting deliverable, the Contract Monitor will	As specified in the CAP	

	notify the Contractor in writing of the need to submit a CAP. (Section 2.3.14)	
SOC 2 Type II Audit	Refer to Section 3.9 for more information.	Initial Delivery: NTP + 6 Months Updated: + 6 Months at the end of each Contract Year. Final: +30 Days after the end of the Contract.
Report of any outstanding deliverables and time frames for completion	Refer to Section 3.2 for more information.	No later than five (5) Business Days after receipt of request from the Contract Monitor
Report documenting that all services and/or deliverables are completed and approved	Refer to Section 3.2 for more information.	No later than five (5) Business Days after receipt of request from the Contract Monitor
All source code, object code, design and architecture documentation and all data files are delivered to the Contract Monitor	Refer to Section 3.2 for more information.	No less than one hundred eighty (180) Calendar Days prior to Contract end date
Complete and submit Checklist to ensure that all turn-over requirements are met	Refer to Section 3.2.2. for more information.	No later than five (5) Business Days after receipt of request from the Contract Monitor
Draft Transition-Out Plan	Refer to Section 3.2.4. for more information.	No less than 365 Calendar Days prior to Contract end date.
Final Transition-Out Plan	Refer to Section 3.2.4. for more information.	No less than 180 Calendar Days prior to Contract end date.
Integrated Project Schedule (IPS)	Refer to Section 3.14 for more information.	72 hours after the Task Order Request.

*The deliverables summary table may not list every contractually-required deliverable. Offerors and Contractors should read the RFP thoroughly for all Contract requirements and deliverables. Failure to

submit required reports/information within timeframes identified may result in reduction/withholding of Contract payment as identified in Section 3.3 – Invoicing of this RFP Final invoice payment is contingent upon receipt and acceptance of all deliverables/reports.

2.5. Optional Features or Services

2.5.1. Chatbots and Digital Assistant (Fixed Price/T&M)

The Contractor shall provide as an optional service to be accepted at DHS' discretion the ability to provide a Chatbot and Digital Assistant to assist Customers across multiple platforms and be available 24 hours a day and 7 days a week. At a minimum, the DHS programs shall have the ability to update or change information provided by the chatbot or digital assistant at any time. In addition, certain levels of authentication for Customers as determined by DHS may be instituted based on DHS's needs at any time.

2.5.2. CSC Extended Hours of Operation

The Contractor shall provide as optional service to be accepted at DHS' discretion the ability to operate CSC extended hours of operation. The extended hours of operation would include all services provided by the CSC during normal hours of operation.

2.6. Service Level Agreement (SLA)

2.6.1. Definitions

- A. 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.
- B. "Problem resolution time" is defined as the period of time from when the help desk ticket is opened to when it is resolved.
- C. 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**.

2.6.2. SLA Requirements

The Contractor shall:

- A. Make available personal resources for phone and on site during normal Business hours to provide technical support. Be responsible for complying with all performance measurements, and shall also ensure compliance by all subcontractors.
- B. Be responsible for complying with all performance measurements, and shall also ensure compliance by all subcontractors.
- C. Meet the Problem response time and resolution requirements as defined in **Section 2.6.8**.
- D. Provide a monthly report to monitor and detail response times and resolution times.
- E. Log Problems into the Contractor's help desk software and assign an initial severity (Emergency, High, Medium or Low as defined in **Section 2.6.8**) and follow up with an incident report including necessary action. .

- F. Respond to and update all Problems, including recording when a Problem is resolved and its resolution. Appropriate Department personnel shall be notified when a Problem is resolved.
- G. The Department shall make the final determination regarding Problem severity.
- H. Contractor shall review any Problem with the Department to establish the remediation plan and relevant target dates.

2.6.3. SLA Effective Date (SLA Activation Date)

SLAs set forth herein shall be in effect beginning with the commencement of monthly services as of the completion of the Transition-In Period.

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.

2.6.4. Service Level Reporting

- A. Contractor performance will be monitored by the Department.
- B. The Contractor shall provide detailed monthly reports evidencing the attained level for each SLA.
- C. The Contractor shall provide a monthly summary report for SLA performance.
- D. Monthly reports shall be delivered via e-mail to the Contract Monitor by the 10th of the following month.
- E. 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.

2.6.5. SLA Service Credits

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, the Contractor shall be liable for service credits in the amount(s) provided for in the Contract.

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, all affected SLAs shall be credited to the State.

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.

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.

2.6.6. Root Cause Analysis

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.

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.

2.6.7. System 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	Major portions of the System are inaccessible Systems or users are unable to work, or to perform some portion of their job.	Users or internal System functionalities are impaired. To include Customers and Employees
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 work, or to perform some portion of their job.	Affects the majority of users to include public facing users Customers and Employees Affects high profile users (i.e. executive management)
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, 7AM-7PM	Specific non-critical features are not operating as specified Systems or users are unable to perform a small portion of their job, but are able to complete most tasks.	Affects a number of users
Low	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, 7AM-7PM	Lower priority features that can be done manually are not operating as specified Often a request for service with ample lead time.	Affects a number of users

2.6.8. 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 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 Priority Problems	98% <2 hours	1%
4	Problem Response Time – Low	Average Response Time for Low Priority Problems	98% <2 hours	1%
5	Problem Resolution Time – Emergency	Resolution Time for Emergency Priority Problems	98% <2 hours	1%
6	Problem Resolution Time – High	Resolution Time for High Priority Problems	98% <4 hours	1%
7	Problem Resolution Time – Normal	Resolution Time for Normal Priority Problems	98% <24 hours	1%
8	Problem Resolution Time – Low	Resolution Time for Low Priority Problems	98% <72 hours	1%
6	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%
7	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%	2%
8	Disaster Recovery	Contractor shall provide recovery and continuity of operations 95% within 48 hours of a System/network failover and the remaining 5% within 72 hours	95% within 48 hours remaining 5% within 72 hours	1%

No.	Service Requirement	Measurement	Service Level Agreement	SLA Credit
9	Notification of Security Incident	Notification of a Security Incident within 60 minutes of occurrence	95% 60 minutes	1%
10	Security Incident Reporting	Security incident reporting requirement in 60 minutes	95% 60 minutes	1%
11	Escrow Update	Update escrow within 5 days of a change. Failure to update escrow	5 days	1%
12	System & File Restoration - Emergency	Complete 95% of file restoration within four (4) hours of notification, and complete 100% of file restoration within one (1) Business Day.	95% of file restoration within four (4) hours of notification, and complete 100% of file restoration within one (1) Business Day.	1%
13	Backup – As scheduled and Accurate	99% of the time.	99% of the time.	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**.

2.6.9. Performance Level Measurement Table (Service, Quality, and Efficiency Performance Measure Metrics)

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

No.	Performance Requirement	Measurement	Service Level Agreement	SLA Credit
Service				
1	CSR Queue Wait Time	Maximum wait time in CSR Queue.	Calls answered within 30 seconds > 90%	0.5%
2	Abandoned Calls	The maximum tolerance of total calls abandonment at any given point in time that can happen in the IVRS or when a CSR is already in communication with the caller and the call drops.	Percentage rate < 5%	0.5%

No.	Performance Requirement	Measurement	Service Level Agreement	SLA Credit
3	Hold time	Time that a caller is put on hold before CSR checks back with the caller.	Less than 120 Seconds > 99%	N/A
4	Tier 1 CSR Call Handling	Time taken by a CSR to complete a call with a customer.	Average Call Handling Time Tier 1 CSR < 420 seconds	N/A
5	Tier 2 CSR Call Handling	Time taken by a CSR to complete a call with a customer.	Average Call Handling Time Tier 2 CSR < 720 seconds	N/A
6	CSR Availability	Amount of time a CSR is available to take a call.	Availability > 85%	N/A
7	CSR Occupancy	Amount of time a CSR is logged in and spend on call related activity.	Occupancy > 85%	N/A
8	Real-time Dashboard	Monitoring technology to enable DHS to access data displaying real time CSC activity (call volume, number of calls in queue, waiting time, available staff, etc.)	Availability > 99%	N/A
Quality				
9	Call Resolution	Ability of the IVR and CSR to resolve a call at the first instance based on CSR call resolution expectations defined in the Administrations Desk Reference Guide.	First-Call Resolution > 85%	N/A
10	Call Transfer	Calls transferred to the CSR from the total calls coming into the IVR. (IVRS is required to resolve more than 75% of the incoming Customer calls)	Transfer rate < 30%	N/A
11	CSC Accuracy of Information based on Administrations Desk Reference Guide	Errors occur when Contractor fails to: <ul style="list-style-type: none"> a. Properly update system Case log and addresses; b. Provide accurate information to callers and to the DHS staff; c. Properly redirect callers; and d. Prepare requested materials in a correct and timely manner for mailing. 	Error rate of total calls at any given time < 2%	0.5%

No.	Performance Requirement	Measurement	Service Level Agreement	SLA Credit
12	CSC Accuracy of Information based on Customer information	Errors occur when Contractor fails to capture all necessary customer information within a Service Request or Work Order. This customer information includes: name, address, contact information, date of birth, last 4 SSN, and corresponding customer ID number.	Error rate of total calls at any given time < 2%	0.5%
13	Inbound Outbound Call-back Ratio	The ratio of the number of calls that come into the CSC in relation to the number of Call-back requests from Customers.	Call-back request < 1%	N/A
14	Customer Satisfaction	Rate the quality, timeliness, and other service delivery elements carried out by the CSC. Criteria for consistent quality of Customer satisfaction <ul style="list-style-type: none"> a. Exceeds Expectations b. Meets Expectations c. Below Expectations 	Monthly random sampling and survey results of Meet or Exceeds > 80%	N/A
Efficiency				
15	After-Call Work	Time required by CSR to wrap up the call with all necessary inputs and updates into the system before taking the next call.	Average After Call Work Time / Wrap Up Time < 120 seconds	N/A
16	Customer Complaint Level 1	The rate of complaints against the CSC staff.	Percentage of calls escalated to CSC Supervisors < 5%	N/A
17	Customer Complaint Level 2	Any problem or complaint that the CSC Supervisor was unable to resolve in Level 1.	Percentage of calls escalated to DHS < 1%	N/A

No.	Performance Requirement	Measurement	Service Level Agreement	SLA Credit
18	Training Effectiveness Feedback	Survey to determine the effectiveness of the training and materials. This may range from program specific information, technical and soft skills conducted either by DHS or the Contractor.	Provide CSC training effectiveness feedback to Contract Monitor on all training programs within 48 hours of completion of training > 99%	N/A

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3 Contractor Requirements: General

3.1. Contract Initiation Requirements

- A. Contractor shall schedule and hold a kickoff meeting within ten (10) Business Days after the NTP Date. The Contract Monitor, the Contractor's Project Manager and any other DHS or Contractor staff deemed appropriate shall attend a Post-Award Kick-off Meeting. The purpose of the Post-Award Kick-off Meeting is to communicate timelines and known requirements relative to the Transition Plans, discuss service, invoice processing, monitoring and other Contract terms and conditions. The Contract Monitor will also provide contact information for DHS staff related to the Contract, Call Scripts and Administrations Desk Reference Guides.
- B. To facilitate a smooth and seamless transition of the CSC with no interruption of service, the Contractor shall implement all CSC functions within six (6) months after the NTP Date and in accordance with **Section 2.4 – Deliverables**.
- C. The Contractor shall work with the incumbent Contractor and DHS to ensure a smooth transition of operations.
- D. The Contractor shall attend question and answer sessions and conduct status meetings, as agreed upon, with DHS and incumbent Contractor. The Contractor's Project Manager and Key Personnel, as necessary, shall attend all status meetings with DHS' and the incumbent Contractor. The Contractor shall generate a Status Report prior to the status meeting. The Status Report shall address:
 - i. Project schedule (current status of all activities)
 - ii. Near team activities
 - iii. Key Milestones and Training Activities
 - iv. Deliverables (submitted, due, overdue, approval status, and payment status)
 - v. Staffing levels
 - vi. Project risks (including mitigation status)
 - vii. Quality assurance (activities and status)
 - viii. Issues (log of identified issues with status of each)
 - ix. SLA Performance Metrics of system availability
 - x. Action items (log of items with status of each) and,
 - xi. Any other topics requested by DHS

3.2. End of Contract Transition

- 3.2.1. 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 six (6) months prior to Contract end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:
 - A. Provide additional services and support as requested to successfully complete the transition;
 - B. Maintain the services called for by the Contract at the required level of proficiency;
 - C. Provide updated System Documentation (see Appendix 1), as appropriate; and

- D. Provide current operating procedures (as appropriate).
- 3.2.2. The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions, including a turn-over checklist, to meet specific transition requirements prior to the end of the Contract.
- 3.2.3. 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 Contract Monitor.
- 3.2.4. The Contractor shall support end-of-Contract transition efforts with technical and project support to include but not be limited to:
- A. The Contractor shall provide a draft Transition-Out Plan 365 Calendar Days in advance of Contract end date. A final Transition-Out Plan is due 180 Calendar Days prior Contract end date.
- B. 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 Contract Monitor.
 - 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.
 - 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:
 - a) A working knowledge of the current system environments as well as the general business practices of the Department.
 - b) Review with the Department the procedures and practices that support the business process and current system environments.
 - c) 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.
 - d) Documentation that lists and describes all hardware and software tools utilized in the performance of the Contract.
 - e) 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.

- C. 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 Contract Monitor.
- D. The Contractor shall provide copies of any current daily and weekly back-ups to the Department, or a third party as directed by the Contract Monitor as of the final date of transition, but no later than the final date of the Contract.
- E. Access to any data or configurations of the furnished product and services shall be available after the expiration of the Contract as described in **Section 3.2.5**.

3.2.5. Return and Maintenance of State Data

- A. Upon termination or the expiration of the Contract Term, 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. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.
- B. 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 Contract Monitor.
- C. 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.

3.3. Invoicing

3.3.1. General

- A. The Contractor shall e-mail the original of each invoice and signed authorization to invoice to the Contract Monitor at e-mail address: thomas.smith1@maryland.gov.
- B. All invoices for services shall be verified by the Contractor as accurate at the time of submission.
- C. An 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.

3.3.2. Invoice Submission Schedule

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

- A. 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.
- B. 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.

3.3.3. Time and Materials Invoicing

- A. All time and material invoices shall be accompanied by a signed timesheet as described below. 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.

3.3.4. Time Sheet Reporting

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 Labor Resource”;
- 2) Issuing company name, address, and telephone number;

- 3) For each employee /resource:
 - a) Employee / resource name, and
 - b) 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.):
 - i) Tasks completed that week and the associated deliverable names and ID#s;
 - ii) Number of hours worked each day;
 - iii) Total number of hours worked that Period;
 - iv) Period variance above or below 40 hours;
 - v) Annual number of hours planned under the Task Order;
 - vi) Annual number of hours worked to date; and
 - vii) Balance of hours remaining;
- 4) Annual variance to date (Sum of periodic variances); and
- 5) Signature and date lines for the Contract Monitor.

Time sheets shall be submitted to the Contract Monitor prior to invoicing. The Contract Monitor shall sign the timesheet to indicate authorization to invoice.

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

- A. The amount invoiced is inconsistent with the Contract;
- B. The proper invoice has not been received by the party or office specified in the Contract;
- C. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
- D. The item or services have not been accepted;
- E. The quantity of items delivered is less than the quantity ordered;
- F. The items or services do not meet the quality requirements of the Contract;
- G. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;
- H. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met; or
- I. 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.

3.3.6. Travel Reimbursement

Travel will not be reimbursed under this RFP.

3.4. Liquidated Damages

3.4.1. MBE Liquidated Damages

MBE liquidated damages are identified in Attachment M.

3.4.2. Liquidated Damages other than MBE

This Section is inapplicable to the RFP.

3.5. Disaster Recovery and Data

The following requirements apply to the Contract:

3.5.1. Redundancy, Data Backup and Disaster Recovery

- A. 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.
- B. 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.
 - 1) The Contractor shall furnish a DR site.
 - 2) The DR site shall be at least 100 miles from the primary operations site, and have the capacity to take over complete production volume in case the primary site becomes unresponsive.
- C. 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.
- D. 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 at the DR location. The Contractor shall send the Contract Monitor a notice of completion following completion of DR testing.
- E. 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.

3.5.2. Data Export/Import

- A. 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.
- B. Any import or export shall be in a secure format per the Security Requirements.

3.5.3. Data Ownership and Access

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a 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.

- B. 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.
- C. 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.
- D. 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.
- E. 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.

3.5.4. Provisions in Sections 3.5.1 – 3.5.3 shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of Sections 3.5.1-3.5.3 (or the substance thereof) in all subcontracts.

3.6. 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:

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

- A. 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.
- B. Errors and Omissions/Professional Liability - \$3,000,000 per combined single limit per claim and \$5,000,000 annual aggregate.
- C. 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."
- D. Cyber Security / Data Breach Insurance – The Contractor shall possess and maintain throughout the term of the Contractor and for three (3) years thereafter, cyber risk/ data breach insurance (either separately or as part of a broad Professional Liability or Errors and Omissions Insurance) with limits of at least five million dollars (\$5,000,000) per claim. Any "insured vs. insured" exclusions will be modified accordingly to allow the State additional insured status without prejudicing the State's rights under the policy(ies). Coverage shall be sufficiently broad to respond to the Contractor's duties and obligations under the Contract and shall include, but not be limited to, claims involving privacy violations, information theft, damage to or destruction of electronic information, the release of Sensitive Data, and alteration of electronic information, extortion, and network security. The policy shall provide coverage for, not by way of limitation, breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- E. 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.
 - F. 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.
- 3.6.2.** 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.
- 3.6.3.** 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.
- 3.6.4.** Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- 3.6.5.** 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 Contract Monitor.
- 3.6.6.** Subcontractor Insurance
- The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.7. Security Requirements

The following requirements are applicable to the Contract:

3.7.1. Employee Identification

- A. Contractor Personnel shall 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.
- B. Contractor Personnel shall 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.
- C. 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.

- D. 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.

3.7.2. Security Clearance / Criminal Background Check

- A. A criminal background check for each Contractor Personnel providing any services that may require access or possible access to DHS data under the Contract shall be completed prior to each Contractor Personnel providing any services under the Contract or within four (4) months of Contract award.
- B. The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel listed in sub-paragraph A. This check may be performed by a public or private entity.
- C. All criminal background checks shall be in accordance with IRS Special Publication 1075 for Physical Security Minimum Protection Standards (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>).
- D. The Contractor shall provide certification to the Department that the Contractor has completed the required criminal background check described in this RFP for each required Contractor Personnel prior to assignment, and that the Contractor Personnel have successfully passed this check.
- E. Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- F. The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
 - 1) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - 2) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - 3) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - 4) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - 5) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - 6) a crime of violence as defined in CL § 14-101(a).
- G. Contractor Personnel with access to systems supporting the State or to State data who have been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under the Contract; Contractor Personnel who have been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
- H. A particular on-site location covered by the Contract may require more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel

not being permitted to work on those premises. Upon receipt of a location's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification regarding the Contractor Personnel working at or assigned to those premises.

3.7.3. On-Site Security Requirement(s)

- A. 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) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) brought onto the site, and to submit to a physical search of his or her person. Therefore, Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.
- B. Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department 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.
- C. 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.

3.7.4. Information Technology

- A. Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.
- B. The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

The Contractor shall:

- 1) 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 (see **Section 3.7.5**);
- 2) 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

- 3) 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 IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at:

<https://doit.maryland.gov/policies/Pages/default.aspx>

3.7.5. Data Protection and Controls

- A. Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to 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 cybersecurity framework.
- B. 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 3.7.5**.
 - 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) <https://public.cyber.mil/stigs/>, 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 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, and the deactivation of unneeded features in the Contractor’s system configuration files.
 - 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>

- 7) 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.
- 8) 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.
- 9) Ensure system and network environments are separated by properly configured and updated firewalls.
- 10) Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.
- 11) By default "deny all" and only allow access by exception.
- 12) 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.
- 13) Perform regular 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 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.
- 14) 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/policies/Pages/default.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- 15) 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.

- 16) 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 Contract Monitor to obtain approval by the State to connect Contractor -owned equipment to a State LAN/WAN.
- 17) 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.
- 18) 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.

3.7.6. Security Logs and Reports Access

- A. For a SaaS or non-State hosted solution, the Contractor shall provide reports to the State in a mutually agreeable format.
- B. 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.

3.7.7. Security Plan

- A. 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.
- B. 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.
- C. If any Security Plan information, including procedures, are different based on a Task Order, Contractor shall furnish such differences to the respective TO Manager

3.7.8. Security Incident Response

- A. The Contractor shall notify the Department in accordance with **Section 3.7.8 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 Contract Monitor, Department chief information officer and Department chief information security officer;

- 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.
- B. 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.
- C. 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.
- D. 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.

3.7.9. Data Breach Responsibilities

- A. If the Contractor reasonably believes or has actual knowledge of a Data Breach, the Contractor shall, unless otherwise directed:
- 1) Notify the appropriate Contract Monitor and OTHS Help Desk contact within 24 hours by telephone in accordance with the agreed upon 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.
- B. 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.

- 3.7.10. Additional security requirements may be established in a Task Order.
- 3.7.11. 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.
- 3.7.12. Provisions in **Sections 3.7.1 – 3.7.9** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Sections 3.7.4-3.7.9** (or the substance thereof) in all subcontracts.

3.8. Problem Escalation Procedure

- 3.8.1. 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.
- 3.8.2. The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.
- 3.8.3. 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:
 - A. The process for establishing the existence of a problem;
 - B. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
 - C. 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;
 - D. Expedited escalation procedures and any circumstances that would trigger expediting them;
 - E. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
 - F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
 - G. A process for updating and notifying the Contract Monitor of any changes to the PEP.
- 3.8.4. Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.9. SOC 2 Type 2 Audit Report

- 3.9.1. A SOC 2 Type 2 Audit applies to the Contract. The applicable trust services criteria are Security, Availability, Processing Integrity, Confidentiality, and Privacy.

- 3.9.2.** 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 an Examination of 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:
- A. 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 Contract Monitor as specified in Section F below. The initial SOC 2 Audit shall be completed within six (6) months of 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 Contract Monitor. 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.
 - B. 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 3.7**, relevant to the trust services criteria identified in 3.9.1: as defined in the aforementioned Guidance.
 - C. 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 criteria 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.
 - D. 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.
 - E. All SOC 2 Audits, including those of the Contractor, shall be performed at no additional expense to the Department.
 - F. The Contractor shall provide to the Contract Monitor, 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.

- G. 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).
- H. If the Contractor fails during the Contract term to obtain an annual SOC 2 Report by the date specified in **Section 3.9.2.A**, 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.
- I. Provisions in **Section 3.9.1-2** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Section 3.9.1-2** (or the substance thereof) in all subcontracts.

3.10. Experience and Personnel

3.10.1. Preferred Offeror Experience

The following experience is expected and will be evaluated as part of the Technical Proposal (see the Offeror experience, capability and references evaluation factor from **Section 6.2**).

- A. Within the last five (5) years, the Offeror has Federal, State, Local and/or corporate experience in implementing and delivering CSC services in the United States of America.
- B. Demonstrated knowledge of human services and benefits programs.

3.10.2. Personnel Experience

The following experience is expected and will be evaluated as part of the Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**):

#	Position	Specification
1	Contractor’s Project Executive	<p>Responsibilities include:</p> <p>This person shall be considered Key Personnel and is the primary point of contact during the entire term of the Contract.</p> <p>The Project Executive is considered Key Personnel and shall, at a minimum, act as the liaison between DHS and Contractor’s Senior</p>

		<p>Executives, be present (in person) at key status and review meetings, and other face-to-face meetings as required by DHS. This individual shall also provide contract, project and budget oversight, be included in the Contractor’s Problem Escalation Procedures and be available in person during critical incidents involving the CSC.</p> <p>This is not expected to be a full time position, but individual shall be available and current on project issues.</p> <p>Minimum Qualifications: A Bachelor's degree from an accredited college or university with a minimum of six (6) years’ experience in customer service call center operations and five (5) years' experience in senior management positions.</p>
2	<p>Contractor’s Project Manager</p>	<p>Responsibilities include:</p> <p>This person shall be considered Key Personnel and is the primary point of contact during the entire term of the Contract.</p> <p>Duties and responsibilities include, at a minimum, overall oversight of day-to-day project operations ensuring that Contract objectives are met, providing input and recommendations regarding the CSC System, and maintaining quality assurance and CSC responsiveness.</p> <p>Minimum Qualifications</p> <p>A Bachelor's degree from an accredited college or university with a minimum of six (6) years’ experience in customer service call center operations. Substitution of experience for education may be permitted at the discretion of the Contract Monitor.</p>
3	<p>IT Specialist(s)</p>	<p>Responsibilities include:</p> <p>The Contractor’s IT Specialist(s) shall be considered Key Personnel and be responsible for the following activities that include, but are not limited to, troubleshooting and resolving any issues or concerns that arise concerning the connectivity between the CSC and the Department’s database systems. The IT Specialist(s) shall work with OTHS staff to resolve any connectivity issues with the Department’s information systems and shall ensure that the CSC work stations have the necessary and up-to-date software to perform the required functions. The IT Specialist(s) shall also serve as and perform the tasks outlined in DHS Security Monitor process to be delivered after Contract award.</p> <p>Minimum Qualifications</p>

		<p>The Contractor’s IT Specialist(s) shall possess a Bachelor's degree from an accredited college or university in Information Technology, Computer Science, Management Information Systems, or other information technology related field and shall have at least five (5) years of experience designing, developing, testing, implementing and maintaining applications systems and programs using generally accepted computer programming languages or other developmental tools. Substitution of experience for education may be permitted at the discretion of the Contract Monitor.</p>
<p>4</p>	<p>Data Scientist</p>	<p>Responsibilities include:</p> <p>The Contractor shall provide a Data Scientist or Scientists to be responsible for the following activities that include, but are not limited to gathering and reporting of all CSC metrics. The Data Scientist(s) shall work with Contract Monitor to provide annual, monthly, weekly, and ad hoc reporting of all CSC metrics.</p> <p>Minimum Qualifications</p> <p>The Contractor’s Data Scientist(s) shall possess a Bachelor's degree from an accredited college or university in Information Technology, Computer Science, Management Information Systems, or other information technology related field and shall have at least five (5) years of experience designing, developing, gathering, coding, reporting and maintaining CSC metrics using generally accepted computer programming languages or other developmental tools. Substitution of experience for education may be permitted at the discretion of the Contract Monitor.</p>
<p>5</p>	<p>DHS CRM Helpdesk Support</p>	<p>Responsibilities include:</p> <p>The Contractor shall provide a DHS CRM Helpdesk Support to be responsible for the following activities that include, but are not limited to providing DHS helpdesk support functions of the DHS CRM. The DHS CRM uses the Salesforce platform. The DHS CRM Helpdesk Support will be responsible for maintaining the functionality, onboarding/offboarding of users as determine by DHS and general helpdesk functions for DHS users of the DHS CRM.</p> <p>Minimum Qualifications</p> <p>The Contractor’s DHS CRM Helpdesk Support Position(s) shall possess a Bachelor's degree from an accredited college or university in Information Technology, Computer Science, Management Information Systems, or other information technology related field and three (3) years of experience in a business IT environment with emphasis on PC computer hardware and applications. General</p>

		<p>experience includes, but is not limited to: information systems development, work in the client/server field, or related fields.</p> <p>Preferred Qualifications</p> <p>The Contractor’s DHS CRM Helpdesk Support Position(s) shall have experience designing, developing, gathering, coding, reporting and maintaining CRM Salesforce platform. The DHS CRM Helpdesk Support Position(s) should be a Salesforce certified Administrator.</p> <p>Substitution of experience for education may be permitted at the discretion of the Contract Monitor. Experience on a year for year basis may be substituted for required education.</p>
6	Supervisor/Manager	<p>Responsibilities include:</p> <p>The Contractor shall designate a Supervisor/Manager to ensure at the minimum CSC supervision, ongoing training of the CSRs, progress updates on projects, and daily monitoring and quality performance of the CSRs. This individual shall be able to interpret policy and the criteria set by the Department in determining if a Case situation meets set standards to initiate a Work Order. The Supervisor/Manager shall have the ability to approve and deny Work Orders prepared by CSRs and shall work directly with the Contractor’s Project Manager to ensure success of the services required under the Contract. The Supervisor/Manager shall also perform the tasks outlined in DHS Security Monitor process to be delivered after Contract Commencement.</p> <p>Minimum Qualification:</p> <p>The Supervisor/Manager shall have a minimum 5 years of Customer service experience, of which 3 years shall be in a supervisory capacity and management experience in a call-center, logistics or a project planning environment. Knowledge in human services programs is preferred. A Bachelor's degree is preferred. Related experience and/or training or any equivalent combination may be permitted at the discretion of the Contract Monitor.</p>
7	Training Lead	<p>Responsibilities include:</p> <p>Coordinating and conducting training on DHS’s Administrations; developing training course materials and providing follow-up</p>

		<p>support and detailed training feedback to questions from DHS and Contractor staff after completion of training.</p> <p>Minimum Qualification:</p> <p>The Training Lead shall have a minimum of three (3) years training development and delivery experience, including knowledge of training and adult-learning theory and principles, knowledge of instructional design methods, and experience with courseware development and training projects. A Bachelor's degree is preferred. Related experience and/or training or any equivalent combination may be permitted at the discretion of the Contract Monitor.</p>
8	<p>Customer Service Representatives (CSR)</p>	<p>Responsibilities include:</p> <p>The Contractor shall designate CSRs to represent DHS by answering its toll free lines, obtaining and giving information regarding DHS programs; managing Inbound and Outbound Calls and Fulfillments in accordance with the requirements of this RFP. CSRs must be able to work on multiple IT applications simultaneously.</p> <p>Minimum Qualifications:</p> <p>CSRs shall have at least one (1) year of Customer service experience. A high school diploma or GED is required. The personnel hired as CSRs shall be first screened by the Contractor for diction, grammar, voice quality and articulation, proficiency with computer and Customer service skills and experience. Bilingual (English and Spanish) and prior work in social services is desired.</p>

3.10.3. Number of Personnel to Propose

Offerors shall describe in their staffing plan the number of staff necessary to meet SLA requirements and how additional resources shall be acquired to meet the needs of the Department. Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

3.10.4. Key Personnel Identified

For the Contract, 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 3.10:**

- A. Contractor’s Project Executive
- B. Contractor’s Project Manager
- C. Information Technology Specialist(s)

3.10.5. Contractor Personnel Maintain Certifications

Any Contractor Personnel provided under this RFP shall maintain in good standing any required professional certifications for the duration of the Contract.

3.10.6. Contractor Personnel Experience Equivalency (including Key Personnel submitted in response to this RFP)

- A. A Substitution of Education for Experience: Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the State at its discretion.
- B. Substitution of Experience for Education: Substitution of experience for education may be permitted at the discretion of the State.

3.10.7. Work Hours

Unless otherwise specified, the following work hours requirements are applicable:

- A. Business Hours Support: Contractor shall assign Contractor Personnel to support Department business hours 8:00 AM to 5:00 PM, Monday through Friday except for State holidays.
- B. Needs beyond the hours described in paragraph A may be defined in a Task Order.
- C. 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.
- D. State-Mandated Closings: Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the Contractor will be notified in writing by the Contract Monitor of these details.
- E. Minimum and Maximum Hours: Full-time Contractor Personnel shall work 40 hours per week with starting and ending times as approved by the Contract Monitor. A flexible work schedule may be used with Contract Monitor approval, including time to support any efforts outside core business hours. Contractor personnel may also be requested to restrict the number of hours Contractor personnel can work within a given period of time that may result in less than an eight-hour day or less than a 40-hour work week.
- F. Vacation Hours: Requests for leave of Key Personnel shall be submitted to the Contract Monitor at least two weeks in advance. The Contract Monitor reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

3.11. Substitution of Personnel

3.11.1. Continuous Performance of Key Personnel

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

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
- B. 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 Contract Monitor.
- C. The provisions of this section apply to Key Personnel identified in any Task Order proposal and agreement, if issued, and any Work Order Request and Work Order, if issued.

3.11.2. Definitions

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

- A. **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.
- B. **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.

3.11.3. Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 3.11.4**.

- A. The Contractor shall demonstrate to the Contract Monitor’s satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
- B. The Contractor shall provide the Contract Monitor 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.
- C. The Contract Monitor may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- D. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

3.11.4. Replacement Circumstances

- A. Directed Personnel Replacement

- 1) The Contract Monitor may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Monitor, 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 policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **3.11.4.A.2**.
- 2) If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor 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 Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.
- 3) Should performance issues persist despite an approved Remediation Plan, the Contract Monitor 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 Contract Monitor determines to direct substitution under **3.11.4.A.1**, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Monitor 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 **3.11.4.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.

B. Key Personnel Replacement

- 1) To replace any Key Personnel in a circumstance other than as described in **3.11.4.B**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 3.11.3** to the Contract Monitor at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.
- 2) Key Personnel Replacement Due to Sudden Vacancy
 - a) 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 3.11.4.B.1**.

- b) 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 3.11.3** 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
 - a) 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 Contract Monitor as required under **Section 3.11.3**.
 - b) However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor the Contract Monitor 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.

3.11.5. 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.

3.12. Minority Business Enterprise (MBE) Reports

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

- A. Submit the following reports by the 10th of each month to the Contract Monitor 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) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- B. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit an MBE Subcontractor Paid/Unpaid Invoice Report (**Attachment D-5**) by the 10th of each month to the Contract Monitor 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.

- C. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, 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.
- D. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- E. Upon completion of the Contract and before final payment and 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.

3.13. Veteran Small Business Enterprise (VSBE) Reports

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

- A. Submit the following reports by the 10th of the month following the reporting period to the Contract Monitor 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 Contract Monitor and the VSBE Liaison Officer.
- B. 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 Contract Monitor 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**).
- C. 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.
- D. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the 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.
- E. 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.

3.14. Task Orders

- A. Additional services and resources will be provided via a Task Order (TO) for additional services not to exceed \$5,000,000 for the contract period. Work will not begin in advance of a fully executed Task Order. A Task Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in **Attachment B**.
- B. Task Order Requests are only applicable on Tasks as designated by the Contract Monitor. A Contractor Monitor shall e-mail a TO request to the Contractor to provide services. The Order Request will include:
 - 1) Technical requirements and description of the service or resources needed.
 - 2) Performance objectives and/or deliverables, as applicable.
 - 3) Due date and time for submitting a response to the request; and
 - 4) Required place(s) where work must be performed.
- C. The Contractor shall e-mail a response to the Contract Monitor within the specified time and include at a minimum:
 - 1) A response that details the Contractor's understanding of the work.
 - 2) A price to complete the Work Order Request using the format provided using the format provided (see online sample).
 - 3) A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with **Attachment B**.
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - 5) Contractor's expectations for State-furnished information, work site, and/or access to equipment, facilities, or personnel
 - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. For a T&M Task Order, the Contract Monitor will review the response and will confirm the proposed labor rates are consistent with this RFP. For a fixed price Task Order, the Contract Monitor will review the response and will confirm the proposed prices are acceptable.
- E. The Contract Monitor may contact the Contractor to obtain additional information, clarification or revision to the Task Order, and will provide the Task 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 Task Order execution by the State.
- F. Proposed personnel on any type of Task Order shall be subject to Department approval. The Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. The Contract Monitor 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.
- G. Performance of services under a Task Order shall commence consistent with an NTP issued by the Contract Monitor for such Task Order.

3.15. Additional Clauses

The Contractor shall be subject to the requirements in this section and shall flow down the provisions of Sections 3.15.1 – 3.15.5 (or the substance thereof) in all subcontracts.

3.15.1. Custom Software

- A. 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.
- B. 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.

3.15.2. Purchasing and Recycling Electronic Products

This section does not apply to this solicitation.

3.15.3. Change Control and Advance Notice

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

3.15.4. The State of Maryland's Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

[Maryland's State Finance & Procurement Article §14-410](#) defines environmentally preferable purchasing as "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose." Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

3.15.5. 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.

4. Procurement Instructions

4.1. Pre-Proposal Conference

- 4.1.1. A pre-Proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2. Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals. If the solicitation includes an MBE goal, failure to attend the Conference will be taken into consideration as part of the evaluation of an offeror's good faith efforts if there is a waiver request.
- 4.1.3. It is highly recommended that ALL Prime Contractors bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the requirements of the contract and the MBE Goal.
- 4.1.4. MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime contractors.
- 4.1.5. 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 eMMA**).
- 4.1.6. Those wishing to attend the web conference may request a meeting invitation by emailing Sang Kang at sang.kang@maryland.gov no later than 2:00 PM on August 7, 2023. An invitation e-mail is required for registration, and therefore attendance. Upon receipt of the email, the Procurement Officer will reply with a registration email with a link that may be used to register for the conference. Registration must be completed by 2:00 PM on August 7, 2023.

4.2. eMaryland Marketplace Advantage (eMMA)

- 4.2.1. eMMA 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 eMMA.
- 4.2.2. In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

4.3. Questions

- 4.3.1. All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title (OS/CSC-22-001-S – Customer Service Center), and shall be submitted in writing via e-mail to the Procurement Officer no later than the date and time specified the Key Information Summary Sheet – refer to Attachment A. 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.
- 4.3.2. 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 eMMA.
- 4.3.3. 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.

4.4. Procurement Method

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

4.5. Proposal Due (Closing) Date and Time

4.5.1. 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.

Proposal will be accepted through the State's eMaryland Marketplace Advantage (eMMA) e-Procurement system. Instructions on how to submit proposals electronically can be found at:

<https://procurement.maryland.gov/wp-content/uploads/sites/12/2019/08/4-eMMA-ORG-Responding-to-Solicitations-IFB-v3.pdf>

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

4.5.3. 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.

4.5.4. 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.

4.5.5. Proposals will not be opened publicly.

4.5.6. 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).

4.6. Multiple or Alternate Proposals

Multiple or alternate Proposals will not be accepted.

4.7. 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.

4.8. Public Information Act Notice

4.8.1. 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.

4.8.2. 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.

4.9. Award Basis

A Contract shall be awarded to the responsible Offeror(s) 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.

4.10. 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.

4.11. 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.

4.12. Revisions to the RFP

- 4.12.1. If the RFP is revised before the due date for Proposals, the Department shall post any addenda to the RFP on eMMA 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 eMMA for any addenda issued prior to the submission of Proposals.
- 4.12.2. 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.
- 4.12.3. 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.
- 4.12.4. 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.
- 4.12.5. 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.

4.13. Cancellations

- 4.13.1. 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.
- 4.13.2. The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 4.13.3. 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).

- 4.13.4. If the services that are the subject of the RFP are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFP may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.14. 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.

4.15. 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).

4.16. Offeror Responsibilities

- 4.16.1. Offerors must be able to provide all goods and 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.
- 4.16.2. 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").
- 4.16.3. 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, 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.
- 4.16.4. 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.

4.17. 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.**

4.18. 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.

4.19. 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.

4.20. 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.

4.21. 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.

4.22. False Statements

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

- 4.22.1. In connection with a procurement contract a person may not willfully:
 - A. Falsify, conceal, or suppress a material fact by any scheme or device.
 - B. Make a false or fraudulent statement or representation of a material fact.
 - C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- 4.22.2. A person may not aid or conspire with another person to commit an act under **Section 4.22.1**.
- 4.22.3. 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.

4.23. Payments by Electronic Funds Transfer

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

- 4.23.1. 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.
- 4.23.2. 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:

<https://www.marylandtaxes.gov/forms/state-accounting/static-files/GADX10Form.pdf>

4.24. 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**). Additional information is available on GOSBA's website at:

<http://www.gomdsmbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

4.25. Electronic Procurements Authorized

- 4.25.1. 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.
- 4.25.2. 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.
- 4.25.3. "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://procurement.maryland.gov>), and electronic data interchange.
- 4.25.4. 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:
 - A. The Procurement Officer may conduct the procurement using eMMA 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.
- B. The Offeror or potential Offeror may use eMMA to:
- 1) Submit Proposals;
 - 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 through eMMA, but only on the terms specifically approved and directed by the Procurement Officer and;
 - 3) Submit a "No Proposal Response" to the RFP.
- C. The Procurement Officer, the Contract Monitor, 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 Contract Monitor.
- 4.25.5. The following transactions related to this procurement and any Contract awarded pursuant to it are **not authorized** to be conducted by electronic means:
- A. Submission of initial Proposals, except through eMMA;
 - B. Filing of protests;
 - C. Filing of Contract claims;
 - D. Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or
 - E. 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.
- 4.25.6. 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 Contract Monitor.

4.26. MBE Participation Goal

4.26.1. 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 implies that it is requesting a full or partial waiver for the remainder of the MBE goal or subgoals as applicable and, if recommended for award, shall submit documentation supporting its good faith efforts 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 may result in the State's rejection of the Offeror's Proposal.

4.26.2. Attachments.

- A. D-1 to D-5 – The following Minority Business Enterprise participation instructions, and forms are provided to assist Offerors:
1. Attachment D-1A MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must be submitted with Proposal)
 2. Attachment D-1B Waiver Guidance
 3. Attachment D-1C Good Faith Efforts Documentation to Support Waiver Request
 4. Attachment D-2 Outreach Efforts Compliance Statement
 5. Attachment D-3A MBE Subcontractor Project Participation Certification
 6. Attachment D-3B MBE Prime Project Participation Certification
 7. Attachment D-4A Prime Contractor Paid/Unpaid MBE Invoice Report
 8. Attachment D-4B MBE Prime Contractor Report
 9. Attachment D-5 Subcontractor Paid/Unpaid MBE Invoice Report
- B. The Offeror shall include with its Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:
1. 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
 2. 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.
 3. 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, unless the inaccuracy is determined to be the result of a minor irregularity that is waived or cured in accordance with COMAR 21.06.02.04.

- 4.26.3. 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.
- 4.26.4. 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.
- A. Outreach Efforts Compliance Statement (**Attachment D-2**);
 - B. MBE Subcontractor/Prime Project Participation Certification (**Attachment D-3A/3B**); and
 - C. 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.
 - D. 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.

- 4.26.5. A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.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.**
- 4.26.6. The Offeror that requested or implied to request 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.
- 4.26.7. 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**).

- 4.26.8. 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**.)
- 4.26.9. 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.

4.27. VSBE Goal

4.27.1. Purpose

- A. 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**.
- B. A certified Veteran-Owned Small Business Enterprises (VSBE) must be verified by the State Department of Veterans Affairs or US Department of Veteran’s Affairs [Vets First Verification Program](#) (VetBiz) and registered as a VSBE on the State’s eProcurement platform, eMaryland Marketplace Advantage (eMMA). The listing of VSBEs is available through the “Vendor Search” on [eMMA](#).

4.27.2. VSBE Goal

- A. A VSBE participation goal of the total Contract dollar amount has been established for this procurement as identified in the Key Information Summary Sheet.
- B. 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.

4.27.3. Solicitation and Contract Formation

- A. 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 preProposal or other meetings the procurement agency schedules to publicize contracting opportunities to VSBEs.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

4.28. Living Wage Requirements

- A. 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 Maryland Department of Labor 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.
- B. 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 website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.
- C. 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.
- D. 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.
- E. 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.
- F. The Offeror shall identify in the Proposal the location from which services will be provided.
- G. **NOTE:** Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change or a change in the State minimum wage.

4.29. Federal Funding Acknowledgement

- 4.29.1. There are programmatic conditions that apply to the Contract due to federal funding (see **Attachment G**).
- 4.29.2. The total amount of federal funds allocated for the **Child Support administration, Family Investment Administration, and Social Service Administration** is **\$128,673,704** in Maryland State fiscal year **2023**. This represents **70%** 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.
- 4.29.3. The Contract contains federal funds. The source of these federal funds is: **Title IV-D, Title IV-E, Title XIX, Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), and Low-Income Home Energy Assistance Program (LIHEAP)**. The CFDA number is **93.563, 93.658, 93.778, 93.558, 10.561, 93.568**. 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.

4.30. Conflict of Interest Affidavit and Disclosure

- 4.30.1. The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with its Proposal.
- 4.30.2. 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.
- 4.30.3. 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.
- 4.30.4. 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.

4.31. Non-Disclosure Agreement

4.31.1. Non-Disclosure Agreement (Offeror)

A Non-Disclosure Agreement (Offeror) is not required for this procurement.

4.31.2. 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.

4.32. HIPAA - Business Associate Agreement

A HIPAA Business Associate Agreement is not required for this procurement.

4.33. Nonvisual Access

The bidder or offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means consistent with the standards of § 508 of the federal Rehabilitation Act of 1973 and Code of Maryland Regulations 14.33.02; (2) provides an individual with disabilities with nonvisual access in a way that is fully and equally accessible to and independently usable by the individual with disabilities so that the individual is able to acquire the same information, engage in the same interactions, and enjoy the same services as users without disabilities, with substantially equivalent ease of use; (3) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (4) 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 (5) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The bidder or offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 15 percent.

Within 18 months after the award of any contract the Secretary of the Department of Information Technology, or the Secretary's designee, will determine whether the information technology procured under this bid or proposal meets the nonvisual access standards set forth in the Code of Maryland Regulations 14.33.02. If the information technology procured under this solicitation does not meet the nonvisual access standards set forth in the Code of Maryland Regulations 14.33.02, the State will notify the bidder or offeror in writing that the bidder or offeror, at its own expense, has 12 months after the date of the notification to modify the information technology in order to meet the nonvisual access standards. If the bidder or offeror fails to modify the information technology to meet the nonvisual access standards within 12 months after the date of the notification, the bidder or offeror may be subject to a civil penalty of a fine not exceeding \$5,000 for a first offense, and a fine not exceeding \$10,000 for a subsequent offense.

The bidder or offeror shall indemnify the State for liability resulting from the use of information technology that does not meet the applicable nonvisual access standards.

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

4.34. Mercury and Products That Contain Mercury

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

4.35. 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.

Services under this Contract must be performed in the United States.

4.36. 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.

4.37. Small Business Reserve (SBR) Procurement

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

4.38. Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All offerors should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act Information: <http://dllr.maryland.gov/paidleave/>.

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5. Proposal Format

5.1. Two Part Submission

Offerors shall submit Proposals in separate volumes (or envelopes):

- Volume I – Technical Proposal
- Volume II – Financial Proposal

5.2. Proposal Delivery and Packaging

- 5.2.1. Proposals delivered by facsimile and e-mail shall not be considered.
- 5.2.2. Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.
- 5.2.3. Offerors may submit Proposals through the State’s internet based electronic procurement system, eMMA.
- 5.2.4. The Procurement Officer must receive all electronic Proposal material by the RPF 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.
- 5.2.5. Offerors shall provide their Proposals in two separate envelopes through eMMA following the [Quick Reference Guides](#) (QRG) labelled “5 - eMMA QRG Responding to Solicitations (RFP)” for double envelope submissions.
- 5.2.6. Two Part (Double Envelope) Submission:
 - A. Technical Proposal consisting of:
 - 1) Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
 - 2) Technical Proposal in searchable Adobe PDF format,
 - 3) a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.8**), and
 - B. Financial Proposal consisting of:
 - 1) Financial Proposal entered into the price form spreadsheet within eMMA and all supporting material in Adobe PDF format,
 - 2) Financial Proposal in searchable Adobe PDF format,
 - 3) a second searchable Adobe copy of the Financial Proposal, with confidential and proprietary information removed (see **Section 4.8**).

5.3. 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).

- 5.3.1. 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”).

5.3.2. 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:

A. 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.

B. 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.

C. 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.

D. 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.**

E. 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**.

- F. 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 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) The Offeror shall describe your knowledge about call center operations within the human services field.
 - 5) Implementation Schedule – Offeror shall provide the proposed implementation schedule with its Proposal detailing the plan by which the Offeror will be prepared to initiate the full range of services after Transition-In period and including a description of any tools, for example, non-proprietary hardware and/or software applications that will be used to facilitate the work.
 - 6) 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.
 - 7) The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Monitor 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 3.8**.
 - 8) The Offeror shall provide a Voluntary Product Accessibility Template (VPAT) containing a comprehensive analysis of the Offeror’s conformance to accessibility standards in Code of Maryland Regulations 14.33.02 (See RFP §4.33). Failure to supply a VPAT may result in the Offeror’s Proposal being deemed not reasonably susceptible for award.
 - 9) The Offeror shall provide a Backup solution/ strategy recommendation as part of its Proposal.

- 10) Disaster Recovery Plan - For hosted services, the Offeror shall include its DR strategy, and for on premise, a description of a recommended DR strategy.
- 11) 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 2.4.5**. The schedule shall also detail proposed submission due date/frequency of each recommended Deliverable.
- 12) Description of technical risk of migrating from the existing system.
- 13) 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 of Section 3.10 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.

- 14) Product Requirements (if applicable)
 - a) Offerors may propose open source software; however, the Offeror must provide operational support for the proposed software.
 - b) Details for each offering: The Offeror shall provide the following information for each offering:
 - i) Offering Name;
 - ii) Offeror relationship with manufacturer (e.g., manufacturer, reseller, partner);
 - iii) Manufacturer;
 - iv) Short description of capability;
 - v) Version (and whether version updates are limited in any way);
 - vi) License type (e.g., user, CPU, node, transaction volume);
 - vii) Subscription term (e.g., annual);
 - viii) License restrictions, if any;
 - ix) 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;
 - x) Continuity of operations and disaster recovery plans for providing service at 24/7/365 level;

- xi) 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;
- xii) Any processing or storage of data outside of the continental U.S;
- xiii) Any limitations or constraints in the offering, including any terms or conditions (e.g., terms of service, ELA, AUP, professional services agreement, master agreement) – see also **Section 5.3.2**
- xiv) Compatibility with the State’s existing single sign-on system, SecureAuth or other single sign-on approaches;
- xv) APIs offered, and what type of content can be accessed and consumed;
- xvi) 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;
- xvii) 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);
- xviii) 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 services criteria and scope of assessment), and whether the results of the assessment pertinent to the State will be shared with the State. See also **Section 3.9**;
- xix) 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 3.7**),
 - (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.

G. Experience and Qualifications of Proposed Staff (Submit under TAB F)

As part of the evaluation of the Proposal for this RFP, Offerors shall propose key resources 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 3.10.2**. 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 3.11.5).
- 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.

H. Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and services including information in support of the Offeror Experience criteria in **Section 3.10.1**. 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.

Offeror shall provide a list of all clients/customers for whom they have provided similar services.

I. References (Submit under TAB H)

At least three (3) reference letters 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**) or Preferred Offeror Experience (see Section 3.10.1) may be used to meet this request. Each reference letter 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.

J. 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.

K. 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.

L. 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 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.

M. 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.

N. 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.

O. 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:
 - a) generic statements that the State will benefit from the Offeror's superior performance under the Contract;
 - b) descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under the Contract; or
 - c) 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:
 - a) 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;**
 - b) 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;
 - c) 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;
 - d) Subcontract dollars committed to Maryland small businesses and MBEs; and
 - e) 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.
- P. 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:
 - i) Third-party POC name and alternate for verification
 - ii) Third-party POC mailing address
 - iii) Third-party POC telephone number
 - iv) Third-party POC email address
 - v) If available, a Re-Seller Identifier

5.4. 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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6. Evaluation and Selection Process

6.1. 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.

6.2. 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.

6.2.1. 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" or simply repeat the requirements will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

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

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

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

6.2.5. Satisfaction of the Nonvisual Access requirements (See RFP § 4.33)

6.3. 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.

6.4. Reciprocal Preference

6.4.1. 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:

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

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

6.5. Selection Procedures

6.5.1. General

- A. 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.
- B. 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.

6.5.2. Selection Process Sequence

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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 3.11 (Substitution of Personnel).**

6.5.3. 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.

6.6. 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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7. 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:

For e-mail submissions, submit one (1) copy of each with signatures.

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 1: 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.

Applies?	When to Submit	Label	Attachment Name
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	<p>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)</p> <p>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.</p>
Y	5 Business Days after recommended award	E	<p>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)</p> <p>Important: Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.</p>
Y	With Proposal	F	<p>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)</p>
Y	With Proposal	G	<p>Federal Funds Attachments (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf)</p>
Y	With Proposal	H	<p>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)</p>

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)
N	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	With Proposal	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 https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.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)

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)
Y	n/a	3	Administrations Program Overview
Y	n/a	4	DHS Customer Service Center Volume Historical Data Sample
Y	n/a	5	DHS System Applications
Y	With Proposal	6	Criminal Background Check Affidavit

Y	5 Business Days after recommended award	7	Annual Internal Revenue Service (IRS) Employee Awareness Acknowledgement
Y	n/a	8	Historical Email Support & Documentation Fulfillment
Additional Submissions			
Applies?	When to Submit	Label	Document Name
Y	5 Business Days after recommended award		Evidence of meeting insurance requirements (see Section 3.6); 1 copy
Y	10 Business Days after recommended award		PEP; 1 copy

Attachment A. Pre-Proposal Conference Response Form

Solicitation Number OS/CSC-22-001-S

Customer Service Center

A Pre-Proposal conference will be held virtually on August 8, 2023 at 2:30 pm.

Please return this form by August 7, 2023 at 2:00 pm, advising whether or not your firm plans to attend. The completed form should be returned via e-mail or fax to the Procurement Officer at the contact information below:

Sang Kang
DHS
E-mail: sang.kang@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

Attachment B. 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 Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

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

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, 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 Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03.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.

Attachment C. Proposal Affidavit

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

Attachment D. 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 15 percent and no subgoals.

Attachment E. 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 1%.

Attachment F. 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.dlir.state.md.us/labor/prev/livingwage.shmtl> and clicking on Living Wage for State Service Contracts.

Attachment G. Federal Funds Attachments

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

Attachment H. Conflict of Interest Affidavit and Disclosure

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>

Attachment I. Non-Disclosure Agreement (Contractor)

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

Attachment J. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment K. Mercury Affidavit

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

Attachment 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>.

Attachment M. Contract

DEPARTMENT OF HUMAN SERVICES (DHS)

Customer Service Center

OS/CSC-22-001-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 <<ISSUINGAGENCYNAME>> (“<<ISSUINGAGENCYACRONYM>>” 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 Advantage vendor ID number is (eMMA Number).
- 1.3 “Financial Proposal” means the Contractor’s [pick one: Financial Proposal or Best and Final Offer (BAFO)] dated _____ (Financial Proposal date or BAFO date).
- 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 <<solicitationTitle>>, Solicitation # <<solicitationNumber>>, 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 <<enter the number of periods >>, successive <<enter the length of the period>> - <<select either year(s), month(s), or day(s)>> renewal options (each a "Renewal Term") at the prices established in the Contract. "Term" means the Initial Term and any Renewal Term(s). **[[Delete this section if there are no Option Years, and change the numbering of the next section to 3.]]**
- 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.

[[Use this paragraph for a fixed price contract or a contract that has a fixed price component.]]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.

[[Use this paragraph for a contract with a time and materials component or has an indefinite quantity (IDIQ) component.]] For time and materials Contracts, IDIQ Contracts, or Contracts which include either or both a time and materials or IDIQ element(s), total payments to the Contractor pursuant to this Contract for the time and materials and IDIQ portion(s) may not exceed \$ _____ (the "NTE Amount"), which includes \$ _____ for the Initial Term[[If one or more option periods exist, then include:]] and \$ _____ for the Renewal Term(s).

[[Use this paragraph for a contract with a time and materials component, labor hour component, or has an indefinite quantity (IDIQ) component]] Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the NTE Amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult and work in good faith with the Department to establish a plan of action to assure that every reasonable effort is undertaken by the Contractor to complete State-defined critical work in progress prior to the date the NTE Amount will be reached; and (b) when applicable secure databases, systems, platforms, and applications on which the Contractor is working in an industry standard manner so as to prevent damage or vulnerabilities to any of the same due to the existence of any such unfinished work.

- 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 Contract Monitor, 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 of the obligations hereunder, and bound by, confidentiality at least as restrictive as those 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 Contract Monitor. 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 or agent 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 or agent, 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, fails to provide any required annual and renewable bond 30 days prior to expiration of the current bond then in effect, 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 Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, 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:

- a. 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;

- b. 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;
- c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

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. The above limitation of liability is per incident. **[[Include for IT contracts.]]**

[[OR]]

 - (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 be unlimited. **[[Include for non-IT contracts.]]**
 - (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 10 ("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 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.
- 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. Contract Monitor 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 Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The Department may change the Contract Monitor at 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 Department 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:

<<contractMonitorName>>

<<contractManagerAddress>>

Phone Number: <<contractManagerPhoneNumber>>

E-Mail: <<contractManagere-mail>>

With a copy to:

<<procurementOfficerName>>

<<issuingAgencyName>> (<<ISSUINGAGENCYACRONYM>>)

<<procurementOfficerAddress>>

Phone Number: <<procurementOfficerPhoneNumber>>

E-Mail: <<procurementOfficerE-mail>>

If to the Contractor:

(Contractor's Name)

(Contractor's primary address)

Attn: _____

[[Delete the following if a parent company guarantee is inapplicable:]]

Parent Company Guarantor

Contact: _____

Attn: _____

<<39.>> **Liquidated Damages for MBE**

[[If there is no MBE goal for the Contract delete this section and its heading, renumbering any subsequent sections.]]

<<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): \$<<insert value>> 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): \$<<insert value>> 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: \$<<insert appropriate rate following calculation instructions from GOSBA>> per day until the undisputed amount due to the MBE subcontractor is paid. [[Remove this sub-clause

if this Contract is subject to section 15-226 of the State Finance and Procurement Article – Construction Contracts – Prompt Payment of subcontractors.]]

<<39.>>2 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**

[[Keep this section if this Contract is for a federally-funded contracts involving healthcare entities or individuals, the employment of healthcare entities or individuals, or subcontracting with healthcare entities or individuals that may be named on the DHHS List of Excluded Individuals/Entities. Otherwise, delete this section and its heading, renumbering any subsequent sections.]]

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

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

[[If this Contract falls within the mandates of HIPAA, choose only 1 of the following options, otherwise, insert the following language and delete the remaining subsections.]]

HIPAA clauses do not apply to this Contract.

[[Medical Option 1 of 3 – Use this section when the Agency is not a covered entity. The blank at the beginning would reference any statutory requirement unique to the Department unit/program, or, if there is none, the first two sentences are combined to reference “any applicable law or regulation “as follows: “The Contractor agrees to keep information obtained in the course of this Contract confidential in compliance with any applicable State and federal regulation.”]]

The Contractor agrees to keep information obtained in the course of this Contract confidential in compliance with _____ . The Contractor agrees further to comply 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 Department 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.

[[OR –Option 2 of 3 – Use this confidentiality clause when the Department unit is a covered entity and the Contractor is not a business associate.]]

<<42.>>1 The Contractor acknowledges its duty to become familiar and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:

- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
- (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract; and
- (c) Otherwise providing good information management practices regarding all health information and medical records.

<<42.>>2 If in connection with the procurement or at any time during the Term, the Department determines that functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the Contractor acknowledges its obligation to execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.501 and in the form required by the Department.

<<42.>>3 “Protected Health Information” as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is: individually identifiable; created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and related to the past, present, or future physical or mental health or condition of an individual, the provision of healthcare to an individual, or the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

[[OR –Option 3 of 3 – Use this confidentiality clause when the Department unit is a covered entity and the Contractor is a business associate.]]

<<42.>>1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:

- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
- (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract; and
- (c) Otherwise providing good information management practices regarding all health information and medical records.

<<42.>>2 Based on the determination by the Department that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the selected Offeror shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.504 and in the form as required by the Department.

<<42.>>3 “Protected Health Information” as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

<<43.>> **Hiring Agreement**

[[Keep this section if this Contract might include employment by current and former Family Investment Program (“FIP”) recipients, their children, foster youth, and child support obligors (“Candidates”). The actual DHS Agreement must be included in the solicitation as Attachment O (see Section 1.43) Delete this clause if inapplicable, and revise the numbering of the clauses in this Contract accordingly. Otherwise, delete this section and its heading, renumbering any subsequent sections.]]

<<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**

[[Keep this section when there is the probability of customers with limited ability in speaking English. Delete this clause if inapplicable, and revise the numbering of the clauses in this Contract accordingly. Otherwise, delete this section and its heading, renumbering any subsequent sections.]]

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.

<<45.>> **Maryland's Green Purchasing Reporting Requirements**

[[Keep this section if this Contract might include environmentally preferred products and services. Delete this clause if inapplicable, and revise the numbering of the clauses in this Contract accordingly. Otherwise, delete this section and its heading, renumbering any subsequent sections.]]

The State of Maryland reserves the right to request from the Contractor quarterly sales data over the life of this contract. This information must include details about the recycled content, third-party sustainability certifications, and other environmental attributes of products and services sold on this price agreement per the contract specifications.

This information will enable Maryland State agencies to comply with Article §14-405 of the Annotated Code of Maryland and COMAR 21.13.01.14, effective October 1, 2014, which requires Maryland state agencies to report to the Department of General Services on their procurement of environmentally preferable products and services.

To facilitate consistent reporting on targeted contracts, the Contractor will be provided with a VENDOR GREEN SALES REPORT template by the Maryland Department of General Services.

SIGNATURES ON NEXT PAGE

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

Contractor State of Maryland
<<ISSUINGAGENCYNAME>>
(<<ISSUINGAGENCYACRONYM>>)

By: By: <<agencyContractSigner>>,
<<agencyContractSignerTitle>>

Date

PARENT COMPANY (GUARANTOR) (if applicable) By:

By: Date

Date

Approved for form and legal sufficiency
this ___ day of _____, 20__.

Assistant Attorney General

[[If this solicitation requires BPW approval keep the text below, otherwise delete it.]]

APPROVED BY BPW: _____
(Date) (BPW Item #)

Attachment N. Contract Affidavit

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf>

Attachment O. DHS Hiring Agreement

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

Appendix 1. – Abbreviations and Definitions

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

- A. 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.
- B. Access – The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.
- C. Application Program Interface (API) – Code that allows two software programs to communicate with each other.
- D. 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).
- E. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- F. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment M**.
- G. Contract Monitor – 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 Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- H. Contractor – The selected Offeror that is awarded a Contract by the State.
- I. 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.
- J. Customer - a person who interacts with DHS or the CSC seeking information or services from the Department
- K. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- L. Department of Human Services or (DHS or the “Department”).
- M. eMMA – eMaryland Marketplace Advantage (see RFP **Section 4.2**).
- N. 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.
- O. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- P. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.

- Q. 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**.
- R. 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.
- S. 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.
- T. 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.
- U. 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 Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- V. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- W. Offeror – An entity that submits a Proposal in response to this RFP.
- X. 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.
- Y. 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.
- Z. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.
- AA. 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.
- BB. Request for Proposals (RFP) – This Request for Proposals issued by the Department of Human Services (Department), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- CC. 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.
- DD. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.

- EE. 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.
- FF. Service Level Agreement (SLA) - Commitment by the Contractor to the Department that defines the performance standards the Contractor is obligated to meet.
- GG. 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.
- HH. 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.
- II. 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.
- JJ. State – The State of Maryland.
- KK. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
- LL. 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.
- MM. Task Order– A subset of work authorized by the Contract Monitor 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 Task Order.
- NN. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- OO. 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.
- PP. 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.
- QQ. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
- RR. 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.
- SS. Work Order - an electronic message created within the DHS CRM originating from a customer inquiry that requires additional follow up/action from a local department of social service or office

Appendix 2. – Offeror Information Sheet

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

Appendix 3 – Administrations Program Overview

Solicitation Number:
OS/CSC-22-001-S

Constituent Services Office (CSO)

The DHS Constituent Services Office (CSO) is the Department's centralized customer service operation providing a direct linkage between the citizens and State of Maryland programs and services. The goal of the CSO is to handle customer complaints, concerns, appeals, and crisis management in a manner that provides beneficial, efficient and timely assistance to our customers. The CSO is accessible through the toll free number, 1-800-332-6347, and answered by our team of Ombudsman, Monday through Friday between 8:00a.m. and 5:00 p.m.

The Ombudsman assists the CSC by answering questions or concerns that go beyond their capability, addressing issues associated with, but not limited to, Energy Assistance, SNAP, Medical Assistance, Homelessness, employee complaints and other specific program issues. The customer response time usually takes anywhere between 24 to 72 hours. While it is not always feasible to solve each complaint or concern within that time frame, the CSO informs the customers that their situation is being investigated..

The CSO assists the CSC with:

- Customer questions which have not been addressed by other State agencies
- Customer complaints not resolved at local offices
- Out of State inquiries
- Other State agencies verifying Maryland benefits
- Unable to communicate with LDSS's
- To locate DHS staff employees
- Threats to Central, Local or State employees
- Translations/language compatibility
- Breach of confidentiality
- CSC Complaints
- Benefits for customers who are in the State illegally
- Other media and legislative enquiries

Child Support Administration (CSA)

The primary goal of CSA is to equip families with collecting much needed child support from parents who are not in the home. Child support payments help pay for the costs associated with raising the child (ren) and help to raise the standard of living for children, assuring their right to receive financial support from both of their parents. A court may order child support to be paid when parents share custody of a child (ren).

All Child Support Offices provide direct services to customers to include location of absent parents, determination of paternity and establishment of support/medical obligations, collection and disbursement of child support, enforcement of child support and medical support obligations, review and adjustment of support obligations. Service delivery is provided in Maryland's subdivisions by "Metro" jurisdictions, LDSS's, and county agencies under Cooperative Reimbursement Agreements (State's Attorneys, Sheriffs, Masters, Clerks of the Court).

Currently, CSA programs are supported by the Child Support Management System (CSMS). The current CSC handles inquiries received from custodial parents (CP), noncustodial parents (NCP), foster parents, employees of the Governor's office, State and Federal legislators, employers, court officials (clerks of court, judges, and hearing officers), attorneys, district attorneys, law enforcement officers, agencies in other states and territories, and other government agencies, as well as the general public.

The CSR updates the information within the CSMS Case Action Logs and, when appropriate, processes and forwards correspondence to customers. The CSR initiates additional work order requests that require additional processing beyond the CSR's capability over to the local Child Support Offices. Responses are provided only to the parties of a child support case, including the CP and the NCP unless an authorization to release information to a non-party is provided by either the CP or NCP. The CSC also receives and responds to inquiries from non-parties regarding general information about the program and how to apply for services. System updates required are made as defined in the Program Desk Reference Guide.

Currently, CSA offers an Electronic Payment Issuance Card (EPiC) as the alternative choice to receiving child and spousal support payments by mail or direct deposit. EPiC is a Visa Debit Card. EPiC makes it easier, faster and safer for families to receive monthly child support payments. Child Support Customers can obtain child support information via DHS's website at the following link: <https://dhs.maryland.gov/>.

The Desk Reference Guide of call inquiries/scenarios and formal responses will be provided for use by the CSR's at the time of contract award.

Table 1 – CSA Program Summary
(The list below is only a sample of the types of inquiries that are currently being received through phone, emails, fax and correspondences from child support customers)

Program Descriptions	Typical Information and Inquiries that the CSC handles
<p>1. State Parent Locator Service Service to locate the noncustodial parents to establish paternity, and establish and enforce child support obligations.</p> <p>2. State Central Registry The Central Registry is a centralized unit that is responsible for receiving, distributing, and responding to inquiries on intergovernmental cases.</p> <p>3. Passport Denial Program requires the U.S. Secretary of State to refuse issuance of a passport to any individual certified by the Secretary of Health and Human Services until a child support case is satisfied.</p> <p>4. Income Withholding Program authorizes automatic deductions from income which start as soon as an agreement for support is established.</p> <p>5. Intercept Programs Programs designed to collect overdue child and spousal support by intercepting the following types of refunds due NCPs to satisfy accounts that are in the arrears. The programs consist of the following:</p> <ul style="list-style-type: none"> a. Federal Tax Refund Intercept Program b. State Tax Refund Intercept Program c. Unemployment Insurance Benefits Intercept Program d. Workman's Compensation Intercept Program e. Abandoned Property Intercept Program f. Vendor Offset Intercept Program g. Thrift Savings Plan Intercept Program h. Lottery Winnings Intercept Program <p>6. Driver's License Suspension Program with the authority to refer to the Motor Vehicle Administration for driver's license suspension,</p>	<ol style="list-style-type: none"> 1. Requests for applications for services 2. Requests for information relevant to a case (Case Status) 3. Questions regarding payment issues 4. Requests for modification of court orders 5. Address changes 6. Provides information regarding Employment 7. Questions regarding Hearings (date, time, subject, etc.) 8. Questions on the outcome of court hearings 9. Questions regarding tax offset 10. Questions regarding billing issues 11. Questions from the general public on the child support program 12. Questions regarding Paternity and Establishment 13. Payments and Disbursements recorded by CSES (Payment summary forms) 14. Questions regarding Distribution (EPiC, Direct Deposit) 15. Billing questions 16. Questions regarding Medical Support and Insurance 17. Questions regarding Income Withholding 18. Intergovernmental questions

<p>the name of any NCP who is out of compliance with the most recent child support court order.</p> <p>7. Professional License Suspension</p> <p>Program identifies and suspend obligors who possess a professional/business or occupational/business license, who are out of compliance with the most recent child support court order.</p> <p>8. State Directory of New Hires</p> <p>Program requires operating and maintaining an automated system for collecting, storing, and extracting information reported by employers on new hires. The State and national data collected affords CSA the opportunity to link new hires to child support cases, providing CSA the ability to initiate income withholding orders.</p> <p>9. Financial Institution Data Match</p> <p>Program identifies financial accounts owned by NCP’s who are delinquent in their child support obligations. Upon identification, these accounts may be subject to garnishment to satisfy the arrears owed.</p> <p>10. Credit Bureau Reporting</p> <p>Child support cases that are in arrears, equal to, or greater than payments required within an established timeframe shall be flagged on the Consumer Report File.</p> <p>11. EPiC</p> <p>Program provides a re-loadable bank card issued by a State Bank for receipt of child support payments.</p> <p>12. Direct Deposit</p> <p>Program provides for direct deposit of child support payments to the CP's choice bank account.</p> <p>13. National Medical Support Notice</p> <p>Program provides for a form of child support where medical expenses such as medical or dental insurance coverage is paid by either parent, as provided according to the court order.</p> <p>14. Property Liens</p>	<ol style="list-style-type: none"> 19. Questions regarding License Suspension/Restriction 20. Questions regarding Internal Revenue Offset 21. Questions regarding Passport Denial 22. Questions regarding Consumer Credit Reporting 23. Questions regarding Liens 24. Questions regarding Federal Institution Data Match 25. Questions regarding Parent Locate Services 26. Questions regarding Genetic Testing 27. Questions regarding Emancipation 28. Questions regarding information about criminal non-support 29. Complaints 30. Death certificates and/or notices 31. Questions from Employers 32. Questions related to bankruptcy 33. Requests for CSE brochures and pamphlets 34. Other program questions 35. Other general questions 36. Questions regarding scheduling of appointments 37. Emails from constituents
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Program provides for a claim upon property to prevent sale or transfer until a child support debt is satisfied.	
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Appendix 3: Family Investment Administration (FIA)

The Family Investment Administration (FIA) is the central coordinating and directing agency of all public assistance programs in the State. The LDSS's administer the programs. The LDSS's vary from county to county and in Baltimore City. FIA provides assistance to low-income families with children while preparing participants for independence. This assistance consists of services and cash assistance to eligible individuals, including Welfare Avoidance Grants, Temporary Cash Assistance (TCA) and alternative programs.

One of the primary goals of FIA is to equip families with children and an employable parent to take steps toward self-sufficiency. These programs are meant to serve as a stepping-stone to guide families toward that goal. To that end, programs such as TCA require participation in work activities and compliance with substance abuse provisions and conditions of eligibility.

The FIA at each LDSS determines eligibility for all or some of the programs listed in Table 2. FIA offices provide customers with access to an array of services including child protective services, energy assistance, Supplemental Nutrition Assistance Program (SNAP) benefits and emergency assistance. FIA currently draws a very high rate of customer inquiries mostly addressed by the CSC through the IVRS and calls forwarded to the LDSS.

Currently, Family Investment programs are supported by the Eligibility and Enrollment (E&E) system. The E&E system maintains information about financial eligibility and calculates, initiates, and issues benefits. The E&E system also allows FIA users to inquire and update information.

The Electronic Benefits Transfer (EBT) System is used for issuing cash and SNAP benefits. Eligible individuals are issued a plastic debit card to access electronically cash and food stamps on a monthly basis. The card replaces paper food-stamp coupons and cash benefit checks. The card also may be used to pay gas and electric bills, public housing rent, and group home expenses. The EBT system allows FIA users to inquire on benefit issuance.

To better understand eligibility requirements, customers can use the Department website at <https://mymdthink.maryland.gov/home/#/> for an eligibility screening and to apply or re-apply for benefits online. Customers may also opt to apply in person at a LDSS office. All programs may be filed online via the <https://mymdthink.maryland.gov/home/#/>. MyMDTHINK is a web-based application system that allows applicants to submit applications online that are forwarded electronically to the appropriate local department via the E&E system.

The CSC support for FIA has been primarily on the IVRS. Please refer to Appendix 4 for the cumulative CSA/FIA/SSA call volumes and related data. Of the three (3) programs, FIA receives in excess 50% of operator assisted call volumes.

Table 2: FIA Program Summary

(The below list is only a sample of the types of inquiries that are currently being received through phone, emails, fax and correspondences from child support customers)

Programs Descriptions	Typical Information and Inquiries that the CSC handles
<p>SNAP SNAP, formerly known as Food Stamps, helps low-income households buy the food they need for good health. Everyone has the right to apply for SNAP.</p> <p>TCA The TCA program provides cash assistance to families with dependent children when available resources do not fully address the family’s needs and while preparing program participants for independence through work.</p> <p>Medical Assistance (MA) Medicaid, also called Medical Assistance (MA) pays the bills of needy and low-income individuals. It is administered by the State and pays medical bills with Federal and State Funds.</p> <p>Medicare Buy-In Program Medicare Buy-In Program also known as QMB (Qualified Medicare Beneficiary) and SLMB (Specified Low-Income Medicare Beneficiary) is designed to protect low-income Medicare beneficiaries from the costs of Medicare coverage, including out-of-pocket cost sharing expenses (deductibles and co-payments).</p> <p>QMB (Qualified Medicare Beneficiary) Program serves individuals with modest assets (up to \$7,280 per individual or \$10,930 per couple) with combined incomes that do not go over 100 percent of the federal poverty level. The State Medicaid program pays their Medicare Part B premiums and cost-sharing amounts.</p> <p>SLMB (Specified Low-Income Medicare Beneficiary) Program pays only the Part B premium for those with incomes between 100 and 120 percent of</p>	<ol style="list-style-type: none"> 1. Program Eligibility questions 2. General program information (SNAP, TCA, MA, TDAP, etc.) 3. Medicaid covered services 4. What can I purchase with my SNAP benefits? 5. How and where to apply for benefits 6. Request for paper application 7. MyMDTHINK online application information 8. Provide guidance to a caller that wishes to apply online. 9. Location of Local Department of Social Services (LDSS) offices 10. Assistance with completing paper or online applications 11. How long will it take to process my application? 12. Household composition 13. Status of application (ending, active, closed, denied to include date of each status and reason) 14. Benefits Issuance Date 15. Benefit amounts

poverty with assets up to \$4,000 per individual or \$6,000 per couple.

Long Term Care Medical Assistance

Long Term Care Medical Assistance is designed to cover the cost of nursing home care for low-income individuals who meet eligibility requirements and asset guidelines.

Maryland Children’s Health Insurance Program

MCHP uses Federal and State funds to ensure that all Maryland’s children have medical insurance. The program provides full health benefits for children up to age 19, and pregnant women of any age who meet the income guidelines. MCHP provides care through a variety of Managed Care Organizations.

Emergency Assistance to Families with Children

Emergency Assistance to Families with Children provides emergency cash assistance to families who need emergency help paying rent or utilities or for other emergencies. These funds are available through the local department once every two years when funds are available.

Temporary Disability Assistance Program (TDAP)

TDAP is available to help low-income, disabled Marylanders through a period of short-term disability or while they are awaiting approval of federal disability support. The program is funded through the State of Maryland to provide help to individuals without dependent children.

Public Assistance to Adults (PAA)

The PAA program pays for the cost of care and a personal needs allowance for needy individuals who live in assisted living facilities licensed by the Maryland Department of Health (MDH) and in Certified Adult Residential Environmental homes (also known as Project Home).

Burial Assistance Program

The Burial Assistance Program provides limited financial help with funeral expenses of deceased recipients of Public Assistance programs when their families cannot afford funeral costs. The program

- 16. Information on how benefit amount was calculated
- 17. Why were my benefits reduced?
- 18. Case Status
- 19. Case Closure Reason
- 20. Verification items needed for processing of application
- 21. Did the LDSS receive my verifications?
- 22. Income Guidelines
- 23. Report a Change
- 24. How to file a Request for an Appeal Hearing
- 25. Appeal Decision
- 26. Eligibility criteria for Disaster Supplemental Nutrition Assistance Program (DSNAP)
- 27. Inform callers of Disaster Supplemental Nutrition Assistance Program (DSNAP) Application Processing Dates
- 28. Local offices included in the disaster declaration
- 29. Benefits months for the disaster declaration
- 30. Regular Supplemental Nutrition Assistance Program client callers regarding the availability of the supplement and replacement benefits
- 31. How to add someone to a DSNAP case

provides a cash benefit to the funeral director when the deceased individual was either already receiving assistance or met the eligibility requirements of a program administered by the Department of Human Services.

Energy Assistance

The Office of Home Energy Programs (OHEP) provides bill assistance to low-income households in the State of Maryland to make their energy costs more affordable and to help with the prevention of loss and the restoration of home energy service.

Maryland Energy Assistance Program

The Maryland Energy Assistance Program provides financial assistance with home heating bills. Payments are made to the fuel supplier and utility company on the customer’s behalf.

Electric Universal Service Program (EUSP)

The EUSP provides financial assistance with electric bills. Eligible customers receive help that pays a portion of their current electric bills. Customers who receive EUSP are placed on a budget billing plan with their utility company.

Arrearage Retirement Assistance

Arrearage Retirement Assistance helps customers with large, past due electric and gas bills. If eligible, customers may receive forgiveness of up to \$2,000 towards their past due bill.

Low Income Household Water Assistance Program (LIHWAP)

The LIHWAP is a new program providing benefits for water and wastewater costs for low-income households experiencing hardship with their water bills. LIHWAP will assist Maryland families who are behind on their drinking water and wastewater bills focusing on arrearage accounts that are 30 days or more past due.

Homelessness Prevention Program

The purpose of the Homelessness Prevention Program is to assist individuals and families facing a housing crisis. Funding is available for small one-time crisis grants to keep those facing eviction, safely housed.

- 32. Inform callers of Disaster Sites & Operation Times
- 33. Electronic Benefits Transfer (EBT) issues
- 34. Information regarding their Electronic Benefits Transfer (EBT) card such as:
How do I change my pin number?
How do I change my password?
How long will the benefits be available on my EBT card?
- 35. Obtaining Emergency Food
- 36. Location Food Pantries
- 37. Location of Shelters
- 38. Location of Soup Kitchens
- 39. Reporting Suspected Vendor Fraud
- 40. Reporting Suspected Fraud of DHS programs or services
- 41. Complaints
- 42. Discrimination Complaints
- 43. CCS Provider Questions
- 44. Energy Assistance
- 45. Shut off Notice
- 46. Eviction Notice
- 47. Burial Assistance

Workforce Development

DHS and its workforce development partners believe that a great job opens doors to financial independence, self-sufficiency, and thriving families. That is why we are working closely with our partners at the federal, state, and local levels to establish strong career pathways for unemployed and underemployed people across the state.

Supplemental Nutrition Assistance Program Employment and Training (SNAPET)

The SNAPET program connects people who receive monthly SNAP benefits to job-driven training programs. Training programs are free of cost to SNAPET program participants, run for an average of 12 to 16 weeks, and train participants for employment in industries that include welding, construction, machining, manufacturing, healthcare, hospitality, and more.

Maryland Office for Refugees and Asylees

Maryland Office for Refugees and Asylees office provides support and services to federally-recognized refugees and political asylees to ease their integration into American society.

Child Care Scholarship Program (CSS)

The Office of Child Care within the Maryland State Department of Education administers the Child Care Scholarship Program. CSS eligibility for TCA applicants and recipients is determined by case managers in the DSSs.

Welfare Fraud

Avenue for the public to report welfare fraud complaints. A complaint should only be completed if the client has applied for and/or has been issued benefits that they were not entitled to.

FIA IVRS Requirements

FIA envisions the IVRS to be a robust filter for addressing customer inquiries and concerns. Any message about major changes to FIA shall be recorded and updated into the IVRS (e.g.: Counties that are eligible for disaster benefits or mass changes to individual cases).

FIA Call and System Updates by CSR Requirements

Any call regarding an FIA program (SNAP, TCA, TDAP etc.) that is not fulfilled by the IVRS shall be attended to by a dedicated, trained CSR. The CSR shall have limited, but the necessary program knowledge and will be trained to make the required changes on E&E (or other systems as required). Some of the customers may not have social security numbers. The CSC must confirm at least 2 validation factors (client ID and Social Security Number or SSN and birthdate or birthdate and client ID) from callers for case specific information through the IVRS or when speaking with the CSR.

If the CSR cannot authenticate the validation factors through the phone, the CSC shall request for fax or email from caller and generate a referral to the local department to obtain verification. CSR shall have the ability to make case specific changes to E&E. Changes that could be handled by CSR include:

1. Address changes
2. Changes in rent/shelter cost
3. Add or remove a household member
4. Delete a person
5. Earn income change
6. Unearned income change
7. Child care expense change
8. Student status change
9. Request to close case

Social Services Administration

The Social Services Administration (SSA) is responsible for assuring a broad spectrum of social service programs is available for needy citizens, children, families and adults. SSA programs are delivered through the twenty-three (23) LDSS's and the Montgomery County Department of Health and Human Services. SSA provides management oversight and direction to these local offices through policy development, quality assurance, technical assistance, centralized record keeping, and budgeting and training.

The Social Services Administration consists of:

- 1) Executive Office
- 2) Budget and Central Services
- 3) Office of Operations
 - Research, Evaluation and Quality Assurance
 - Systems Development and MD CHESSIE (Maryland Children's Electronic Social Services Information Exchange) On-Site Support and Training
 - MD CHESSIE Call Center
 - Contracts and Monitoring
- 4) Office of Programs
- 5) Child Welfare Practice and Policy
- 6) Out-of-Home Services / Permanency
- 7) In-Home Services
- 8) Child Welfare Organization Development and Training
- 9) Resource Development and Retention
- 10) Placement and Support Services
- 11) Interstate Compact
- 12) Adult Services

SSA Requirements

The CSC requirement for SSA shall be configured on the IVRS. Contractor shall work with the State Project Manager to determine the scope of SSA information to be provided on the IVRS. Inquiries that typically come from customers are as below:

1. What are the various Social Services Administration programs services?
2. How to contact other DSS services (CPS, APS, Foster Care/Adoptions, Finance, etc.)
3. Information on how to contact other agencies for information on their programs: Housing Authority phone number, Community Action, MEAP, Child Support phone numbers, etc.

Appendix 4. – DHS Customer Service Center Volume Historical Data Sample

Admin	Year	Percentage	Calls
CSA	2018	56.29%	585,854
CSO	2018	0.35%	3,660
FIA	2018	42.34%	440,717
OIG	2018	0.20%	2,038
SSA	2018	0.82%	8,563
CSA	2019	53.17%	560,482
CSO	2019	0.56%	5,954
FIA	2019	45.26%	477,049
OIG	2019	0.19%	2,024
SSA	2019	0.81%	8,555
CSA	2020	32.63%	513,145
CSO	2020	0.97%	15,316
FIA	2020	65.72%	1,033,486
OIG	2020	0.15%	2,374
SSA	2020	0.53%	8,321
CSA	2021	32.92%	419,018
CSO	2021	0.45%	5,680
FIA	2021	65.69%	836,180
OIG	2021	0.19%	2,398
SSA	2021	0.76%	9,682
CSA	2022 - YTD	19.37%	287,261
CSO	2022 - YTD	0.41%	6,127
FIA	2022 - YTD	79.35%	1,176,703
OIG	2022 - YTD	0.22%	3,257
SSA	2022 - YTD	0.64%	9,489

Appendix 5. – DHS IT Systems

Solicitation Number: OS/CSC-22-001-S

#	System Name	Brief Description
1	Electronic Payment Processing Information Control (EPPIC) system	The Electronic Payment Processing Information Control (EPPIC) system is an application used to streamline the business of administering DTA program payments made to clients through an Electronic Benefit Transfer (EBT). Each EBT card is associated with a DTA case and is linked in EPPIC by a unique case number.
2	DHS Dashboard - Eligibility and Enrollment (E&E) Office of Home Energy Program Data Management System (OHEP), Child Support Management System (CSMS)	<p>The Eligibility and Enrollment (E&E) is an application developed as part of the MD THINK shared technology platform that supports the DHS Family Investment Administration programs such as Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Non-Modified Adjusted Gross Income (MAGI) Medicaid, including Long Term Care. The system was designed to modernize the technology our Maryland customers use to apply for social services (Consumer Portal) and the system our employees use to process those applications to determine eligibility (Worker Portal). The two portals and the rest of the E&E system work together to deliver efficient and effective customer service to the citizens of Maryland.</p> <p>The OHEP Data Management System is a central web-enabled database application provided to OHEP authorized users. Employees or volunteers of LAAs may become an authorized user of the system by submission of a request for username through the DHS Sailpoint Security system. Agencies not connected to the DHS network are to access the OHEP Data Management System by DHS’s Virtual Private Network (VPN). A separate login and password are required for access.</p> <p>The CSMS is a web-based application that maintains a database of information pertaining to child support cases registered in the State of Maryland. CSMS also interfaces with state, federal and private agencies for registering child support cases (Intake), locating parties to child support cases (Locate), establishment of paternity and child support (Establishment), enforcement of child support and medical support court orders (Enforcement), and collecting and disbursing payments (Fiscal).</p>
3	ManageEngine - ADSelfService Plus	ADSelfService Plus is an identity security solution that can put an end to many cyberattacks, save IT costs, and kick-off your Zero Trust journey. With ADSelfService Plus, you can secure multiple IT resources including identities, machines, and VPN, reduce the burden on IT help desks, empower users with self-

		service capabilities, and gain 360 degree visibility and control over identities spread across on-premises, cloud, and hybrid environments.
4	MD DHS CSC - Maryland DHS – Customer Relationship Management (CRM) - Home	This system has been developed by DHS to manage all client contacts between the CSC and clients. CRS will use this system to document client interactions, the reason for calls, resolutions, and escalations to the appropriate LDSS office.
5	myMDTHINK Portal	This portal provides client access to the Department by providing the ability to gather information and use a number of self service tools to apply for and track the status of various services and benefits provided by DHS.
6	Interactive Voice Response System (IVRS)	This system manages the flow of calls coming into the CSC by providing clients with a robust menu of options that help direct calls to information on demand and/or the CSR best suited to assist the client.

Appendix 6. – Criminal Background Check Affidavit

Solicitation Number: OS/CSC-22-001-S

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [Click or tap here to enter text.](#) and the duly authorized representative of [Click or tap here to enter text.](#) 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 [Click or tap here to enter text.](#) has complied with Section 3.7.2. Background Check of this RFP hereto as **Appendix 6.**

I hereby affirm that the [Click or tap here to enter text.](#) has provided the Department of Human Services with a summary of the security clearance results for all the candidates that will be working on the Customer Service Center Contract and all of these candidates have successfully passed all of the background checks required under Section 3.7.2. of the RFP. 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.

Contractor

Typed Name

Signature

Date

Appendix 7. – Annual Internal Revenue Service (IRS) Employee Awareness Acknowledgement

Solicitation Number: OS/CSC-22-001-S

Contractor, and/or Sub-Contractor employees must be advised at least annually of the provisions of Section 7213 (2) of the Internal Revenue Code (IRC), which makes unauthorized disclosure of the Federal returns or return information a crime that may be punishable by a \$5,000.00 fine, live years imprisonment, or both, and the cost of the prosecution.

Contractor, and/or Sub-Contractor employees who have access to Federal tax information must also be advised annually of the provisions of IRC § 743 1, which permits a taxpayer to bring suit for unauthorized disclosure in the United States district court. The taxpayer would be entitled to the greater of civil damages or the actual damages plus punitive damages in addition to the cost of the action.

Contractor, and/or Sub-Contractor employees are to be made aware that these civil and criminal penalties apply even if the unauthorized disclosures were made after their employment with the agency is terminated.

IRS § 7213(A). UNAUTHORIZED INSPECTION OF RETURNS OR RETURN INFORMATION

(a) PROHIBITIONS-

(1) FEDERAL EMPLOYEES AND OTHER PERSONS - It shall be unlawful for:

- (A) any officer or employee of the United States, or
- (B) any person described in IRC § 6103 (n) or an officer willfully to inspect, except as authorized in this title. any return or return information.

(2) STATE AND OTHER EMPLOYEES – It shall be unlawful for any person not described in paragraph (I) willfully to inspect. except as authorized by this title, any return information acquired by such person or another person under a provision of IRC § 6103 referred to in IRC § 7213(a)(2).

(b) PENALTY -

(1) IN GENERAL - Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1000, or imprisonment of not more than 1 year. or both. together with the costs of prosecution.

(2) FEDERAL OFFICERS OR EMPLOYEES - An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in

addition to any other punishment be dismissed from office or discharged from employment.

(c) **DEFINITION-** For purposes of the section, the terms "inspect", "return", and "return information" have respective meanings given such terms by IRC § 6103(b).

I understand and agree to the above requirements.

Click or tap here to enter text.

Contractor and/or Sub-contractor Name (Printed)

Contractor and/or Sub-Contractor Signature

Click or tap here to enter text.

Date

Appendix 8. – Historical Email Support & Documentation Fulfillment

Month	Year	Email Volume	Fax Volume	Mail Volume
1	2018	424	2,334	2,041
2	2018	303	2,307	2,157
3	2018	327	2,654	2,210
4	2018	271	2,840	2,271
5	2018	291	2,448	2,307
6	2018	279	2,312	2,429
7	2018	391	1,930	2,185
8	2018	402	4,086	2,748
9	2018	328	2,374	1,889
10	2018	483	2,581	2,217
11	2018	777	3,105	1,745
12	2018	1,274	2,033	1,859
1	2019	1,345	2,208	2,095
2	2019	834	2,027	1,925
3	2019	893	2,243	2,340
4	2019	933	2,193	2,446
5	2019	930	2,175	2,328
6	2019	929	2,060	2,220
7	2019	1,087	2,093	2,285
8	2019	975	1,853	2,445
9	2019	966	1,811	2,150
10	2019	868	2,020	2,216
11	2019	756	1,602	2,275
12	2019	892	1,589	2,070
1	2020	1,035	1,903	2,232
2	2020	767	2,048	2,010
3	2020	1,514	1,590	2,875
4	2020	3,501	1,149	4,768
5	2020	2,442	1,384	3,513
6	2020	3,466	2,356	3,497
7	2020	2,186	1,767	3,998
8	2020	3,832	1,748	4,826
9	2020	4,734	1,815	6,547
10	2020	3,047	1,661	3,064
11	2020	5,430	1,249	4,822
12	2020	4,399	1,329	5,369
1	2021	2,840	1,366	5,758

2	2021	2,248	1,367	5,654
3	2021	3,041	1,738	5,993
4	2021	3,157	1,399	6,115
5	2021	2,538	1,357	5,920
6	2021	3,119	1,476	6,826
7	2021	3,436	1,366	6,053
8	2021	4,168	1,596	11,163
9	2021	2,665	1,362	7,972
10	2021	2,975	1,305	6,580
11	2021	4,923	1,218	7,348
12	2021	3,194	1,202	7,215
1	2022	2,496	1,160	6,008
2	2022	3,060	1,059	6,595
3	2022	4,732	1,578	6,773
4	2022	662	1,551	5,436
5	2022	1,053	1,560	4,084
6	2022	2,174	1,495	5,088
7	2022	3,394	1,276	3,040
8	2022	5,199	1,381	4,733
9	2022	5,461	1,277	3,219
10	2022	11,478	1,256	3,596
11	2022	5,620	1,110	4,099

