

State of Maryland

DEPARTMENT OF HUMAN SERVICES

(DHS)

Request for Proposals (RFP)

PRIVATIZATION OF CHILD SUPPORT SERVICES IN BALTIMORE CITY

RFP Number CSA/PR-24-001-S

Issue date: 8/2/2023

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: Privatization of Child Support Services in Baltimore City**

**Solicitation No: CSA/PR-24-001-S**

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

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

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

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

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

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State of Maryland

DEPARTMENT OF HUMAN SERVICES (DHS)

Key Information Summary Sheet

|  |  |
| --- | --- |
| **Request for Proposals** | Services – Privatization of Child Support Services in Baltimore City |
| **Solicitation Number:** | CSA/PR-24-001-S |
| **RFP Issue Date:** | 8/2/2023 |
| **RFP Issuing Office:** | Department of Human Services (DHS or the Department) |
| **Procurement Officer:** | Sang KangDepartment of Human Services311 W. Saratoga Street, 9th FloorBaltimore, MD 21201 |
| **e-mail:****Office Phone:** | Sang.kang@maryland.gov410-767-7404 |
| **Proposals are to be sent to:** | Submit Via eMMA  |
| **Pre-Proposal Conference:** | 8/17/2023 at 11:00 am Local Time Virtual Pre-Proposal ConferenceSee **Attachment A** for directions and instructions.  |
| **Questions Due Date and Time** | 8/29/2023 at 5:00 pm Local Time |
| **Proposal Due (Closing) Date and Time:**  | 9/15/2023 at 5:00 pm Local TimeOfferors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see **page iv**). |
| **MBE Subcontracting Goal:** | 25% with subgoals of 10% for African American MBEs and 7% for Woman-Owned MBEs. |
| **VSBE Subcontracting Goal:** | 5% |
| **Contract Type:** | Firm fixed-price in accordance with COMAR 21.06.03.02(A)(1) and Fixed-price incentive type contract in accordance with COMAR 21.06.03.04(A)(2)  |
| **Contract Duration:** | Three (3) year base period with two (2) two-year option period |
| **Primary Place of Performance:** | Two full-service office locations in Baltimore City, one the East side and one on the West side  |
| **SBR Designation:** | No |
| **Federal Funding:** | Yes |

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# Minimum Qualifications

## Offeror Minimum Qualifications

There are no Offeror Minimum Qualifications for this solicitation.

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# Contractor Requirements: Scope of Work

## Summary Statement

* + 1. The Department of Human Services (Department or DHS), Child Support Administration (CSA) is issuing this Request for Proposals (RFP) in order to obtain contractual services for the purpose of managing and operating the Baltimore City Office of Child Support Services (BCOCSS). These services include locating parents, establishing paternity and support orders, enforcing support orders, and reviewing cases for possible modification of support orders. CSA is seeking a Contractor capable of increasing collections and providing high-quality customer service. Services will be provided at two (2) locations in Baltimore City.
		2. 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.
		3. The anticipated duration of services to be provided under this Contract is three (3) years, plus a three-month transition-in period, and two (2) two (2) year option periods.
		4. The Department intends to make a single award as a result of this RFP. See RFP **Section 4.9** **Award Basis** for more Contract award information.
		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.

## Background, Purpose and Goals

The Department, through CSA, administers a Statewide Child Support Program, in which Baltimore City is one of the largest jurisdictions. Baltimore City is the only jurisdiction in the State where services have been privatized since 1996. Baltimore City operations are to ensure paternity and support orders are established for children and noncustodial parents to fulfill their obligations to provide financial and medical support to their children. Either parent may apply for services as well as grandparents or other custodial parties.

The Statewide Child Support Program is offered in twenty-four (24) jurisdictions and conforms to the requirements of Title IV-D of the Social Security Act. Title IV-D (IV-D)is a program in which the federal government reimburses 66% of a State’s administrative costs for child support services. These services benefit recipients of Temporary Cash Assistance (TCA), Foster Care, Non-Public Assistance, Medical Assistance, and persons not receiving such services who apply for child support services.

Several State and Local entities in Baltimore City work in tandem with CSA and BCOCSS including:

* Baltimore City Department of Social Services (BCDSS)
* Maryland Judiciary
* Baltimore City Sheriff’s Office
* Office of the Attorney General

Establishing effective operating procedures with these entities ensures high quality services conform to State and Federal laws and regulations as well as Statewide policies and procedures. CSA enters into Cooperative Reimbursement Agreements (CRAs) with the Baltimore City Sheriff’s Office, Clerk of Court, and Administrative Office of the Court (Circuit Court Magistrates included) to assist the BCOCSS with its mission. These entities perform activities that contribute to child support establishment, modification, and enforcement. These activities are described in greater detail in Section 2.3 herein.

Legal representation is provided solely by the Office of Special Counsel (OSC), which consists of attorneys and support staff who report to the Office of the Attorney General (OAG). The Contractor will provide staff with knowledge of cases to attend court or appeal hearings as needed and requested by OSC.

All actions are either automated or manually recorded in the Child Support Management System (CSMS), 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).

The Contractor will be measured at the end of each FFY on Paternity Establishment, Support Order Establishment, Current Support Collection, Arrearage Collections, and Cost Effectiveness. At the end of each FFY, the State provides to the federal government a report of the operations of the Statewide Child Support Program. The State’s performance is measured at the end of each FFY to determine federal incentive dollars earned. The Contractor’s performance contributes to the State’s overall report card and performance.

**BCOCSS Services**

 The BCOCSS provides the following services to IV-D customers only:

* Intake and Locate
* Paternity Establishment
* Establishment and Enforcement of child and medical support orders
* Researching and processing undistributed collections
* Review and adjustment of child support orders
* Case Management
* Collections and Disbursement

**Note:** Non-IV-D Collection and Disbursement services are not counted within the above performance measures outlined in the Title IV-D program.

**Baltimore City’s Historical Data**

Baltimore City’s historical data for federal fiscal year (FFY)20 through FFY 22 are detailed in the Charts below. An annual Data Reliability Audit (DRA) is conducted by the federal Office of Child Support Enforcement (OCSE) to ensure all data reported for federal incentive payments are accurate. For FFY 20, CSA passed the DRA compliance level in all of the five (5) performance areas and achieved 99% data reliability in FFY 20.

**Note:** The information in the Chart below is provided for historical reference only.

|  |
| --- |
| **Baltimore City’s Historical Data** |
|  | **FFY 20** | **FFY 21** | **FFY 22** |
| **Caseload Size** | 41,555 | 36,796 | 33,692 |
|  |  |  |  |
| **Performance Goals**  |  |  |  |
| Paternity Establishment | 90.99% | 92.52% | 93.81% |
| Support Order Establishment | 85.61% | 88.46% | 89.29% |
| Current Collection | 60.25% | 62.83% | 64.43% |
| Arrearage Collection | 71.68% | 70.44% | 66.58% |
|  |  |  |  |
| **Actual Disbursed IV-D Collections** | $83,735,890 | $77,298,875 | $69,201,731 |
|  |  |  |  |
| **Work Orders**  | 24,305 | 25,320 | 21,998 |
|  |  |  |  |
| **Walk-In Customers**  | 15,491 | 5,771 | 21,394 |

### Project Goals

The Contractor will be required to meet or exceed each published goal as set by the Department on an annual basis. The performance goals are based on the four (4) federal performance measures listed below and as defined in Title 45 of the Code of Federal Regulations (45 C.F.R.) § 305.2.

1. Paternity Establishment
2. Support Order Establishment
3. Current Collections
4. Arrearage Collections

###

### State Staff and Roles

In addition to the Procurement Officer and Contract Monitor, the State will provide the following:

1. State Project Manager
	1. The State will provide a State Project Manager who will be responsible for contract administration and monitoring to ensure compliance with the terms of the contract.
	2. The State Project Manager will also interact with the court representatives, other State agencies, Metro Directors and program partners as necessary.

### Other State Responsibilities

1. The State will provide necessary training through in-person training, train the trainer, and other applicable training methods as needed.
2. The State is responsible for providing required information, data, documentation, and test data to facilitate the Contractor’s performance of the work, and will provide such additional assistance and services as is specifically set forth.
3. Payment Line – The State’s toll-free number for customer use when the customer is inquiring only about payment.
4. A microfiche machine to review case documents that were created prior to the implementation of CSMS.
5. Smart Remote Check Scanning System - The State’s electronic system, which scans and records check and cash payments.

## Responsibilities and Tasks

### Location of Services

1. The Contractor shall operate two (2) office locations that shall be located within eight (8) miles of each other. One office shall be located within one of the five (5) zip codes identified as the East region of the City and one office shall be located within one of the five (5) zip codes identified as West region (see **Appendix 15**). The Contractor shall designate the office space at the facility located nearest the Baltimore City Courthouse, located at Clarence M. Mitchell, Jr. Courthouse, 100 N. Calvert Street, Baltimore, MD 21202, as the Contractor’s main office. The Contractor shall enter into leases for BCOCSS offices within thirty (30) days of Contract Start date.
2. Teleworking is allowed upon approval from the State Project Manager. A telework plan must be developed in coordination with the State Project Manager to ensure both locations always remain fully operational. Full-Time Telework is not available unless a state of emergency order is issued, and mandatory closure is in effect. Appropriate equipment and supplies must be approved prior to beginning a telework program. Telework privileges can be terminated by the Child Support State Project Manager at any time.
3. Contractor’s facilities shall, at a minimum:
	1. Provide sufficient space and offices for Contractor’s staff and customers and be conducive to and compatible with the type of work that each staff member will perform. The facilities shall be in a building that meets standards established under the U.S. Department of Justice Americans with Disabilities Act of 1990 (ADA) and complies with IRS Publication 1075 regarding Facility Safeguards.
	2. Be accessible to public transportation. In Baltimore City, the Maryland Transportation Administration provides transit services that include buses, a subway line, and a light rail line.
	3. Provide a safe working environment for both customers and staff to include security and waiting room space for customers. Televisions with media shall be installed along with written communications provided in waiting rooms where child support informational videos provided by the Department or developed by the Contractor may be viewed. All communication shall be pre-approved prior to release by CSA and the Department’s Communications Office.
	4. Provide a seating area to accommodate, at a minimum, twenty (20) persons for customer group sessions as well as space and offices that permit private interview areas.
	5. Be identified by professional and quality signs that have been pre-approved by the State Project Manager. At a minimum, the signs shall display the name of the Baltimore City Office of Child Support Services, days and hours of service, and telephone numbers during regular hours and non-service hours.
4. The Contractor shall complete purchase and installation of office furniture and equipment thirty (30) days after NTP.
	* 1. **Intake, Paternity, Establishment and Location Services**

The Contractor shall provide sufficient staff to carry out the services requested below, not to exceed a

caseload of 600 cases per person:

1. Intake

The Intake process is used to obtain and verify information (name, address, social security number, date of birth, place of employment, etc.) about both parents and children in common and is required to establish paternity and/or support obligations and locate the noncustodial parent.

**At a minimum, the Contractor shall:**

1. Review the CSMS Division of Vital Records Database Interface to determine if a paternity affidavit exists for all IV-D cases needing paternity establishment;
2. Refer the customer for Support Order Establishment or to other CSA services, as required;
3. Review the Client Data Base (CDB) to determine if the customer and the associated case members are registered and have been assigned a CSMS case number and individual registration numbers;
4. Register applications, not in CSMS, by accurately completing the CSMS registration screens;
5. Process all TCA referrals received via the automated interface and document in the case action log in CSMS;
6. Assist TCA customers with completing the online Child Support application;
7. Inform TCA customers of rights and responsibilities, including child support requirements and sanctions to be imposed if the customer is determined non-cooperative;
8. Access and monitor all appropriate Local, State, and Federal location sources in accordance with 45 C.F.R. § 303.3; and,
9. Obtain and verify the noncustodial parent’s address, employment, and/or asset information that can be used to establish, modify, enforce or disburse a payment and, if appropriate, file in the case record any documents obtained for verification purposes.
10. Paternity Establishment
11. Establish paternity using voluntary acknowledgments or through judicial process in accordance with 45 C.F.R. § 303.5; and,
12. Provide private space to permit the collection of genetic samples by the State’s genetic testing contractor.
13. Support Order Establishment
14. Interview parties and collect financial information necessary to calculate the child support guidelines and offer parties an opportunity to enter an agreement for the establishment of a support order. If it is not likely that parties will consent, the Case shall be referred to the OSC;
15. Implement support and medical support orders in all IV-D Cases in accordance with Federal and State laws and regulations, CSA policy, and court rules; and,
16. Facilitate same-day first payment of the support amount by the obligor at the time the support order is established.
17. Location of Noncustodial Parents
18. Access and monitor all appropriate Local, State, and Federal location sources in accordance with 45 C.F.R. § 303.3; and
19. Obtain and verify the noncustodial parent’s address, employment, and/or asset information that can be used to establish, modify, enforce or distribute a payment and, if appropriate, file in the case record any documents obtained for verification purposes.
	* 1. **Undistributed Collections, Review and Adjustment, and Case Maintenance/Case Documentation**

The Contractor shall provide the following services:

1. Undistributed Collections (UDC)
2. Review all UDC reports referenced in Appendix 7 within the timeframes noted and resolves cases with undistributed collections.
3. The aggregate level of the UDC shall not exceed 1% of the previous year's jurisdictional collection amount, at any point in time, excluding amounts identified as tax payments.
4. Review and adjustment of child support orders
5. In order to determine whether an adjustment of the child support order is required or appropriate based upon the child support guidelines, review each Case when requested or, at a minimum, once every 36 months, beginning with the date the child support order was established. For all TCA cases with an order for current support, the Contractor shall conduct a review at 36-month intervals regardless of whether either party requests a review.
6. If an adjustment is required, offer parties the opportunity to sign a consent agreement. If the parties are unable or unwilling to reach an agreement, the Contractor shall refer the case to the OSC for further judicial actions.
7. Case Maintenance/Documentation
8. Update CSMS as appropriate and take any other appropriate action to bring cases into compliance.
9. Document CSMS with case action logs at the time the action is taken, unless another timeframe is specifically stated herein, and store all file documents electronically in accordance with policy and IRS requirements. Storage of physical files must comply with IRS security requirements found at <http://www.irs.gov/pub/irs-pdf/p1075.pdf>.
10. At a minimum, maintain in both CSMS and physical case records the following:
11. Application Form 980
12. Copies of Affidavits of Parentage or paternity orders
13. Orders for child and medical support, income withholding orders
14. Guidelines Worksheet used in determining the amount of support based on Maryland Child Support Guidelines and justification for deviating, if applicable.
	* 1. **Collections and Disbursement, Enforcement of Support Orders**

The Contractor shall provide the following services:

IV-D and Non-IV-D Payment Collections and Processing

1. Establish and maintain procedures for the collection and processing of child support payments in accordance with CSA policy guidelines. All procedures and processes shall follow generally accepted accounting principles and generally accepted auditing standards when managing the payment collection and processing functions, as well as meet IRS security requirements (see [https://www.**irs**.gov/pub/**irs**-pdf/p1075.pdf](https://www.irs.gov/pub/irs-pdf/p1075.pdf)).
2. In accordance with 45 C.F.R. § 302.32.8, accept IV-D and Non IV-D checks and money order payments made in the office and collect application fees and payments received by mail. The Contractor shall notify customers who pay by mail that all payments thereafter are to be remitted to the Maryland State Disbursement Unit (SDU).
3. Allow customers to submit child support payments via check or money order at the two (2) BCOCSS office locations and at the Clarence M. Mitchell Jr. Courthouse, located at 100 N. Calvert Street, Baltimore, MD 21202. The Contractor shall scan all checks using the check scanning system provided by CSA. All payments are reconciled against the log and daily report check scanning system.
4. Provide payment kiosks that accept cash and electronic payments at no cost to child support customers to use the kiosk. The payment kiosks shall be located at the two (2) BCOCSS office locations and at the Clarence M. Mitchell Jr. Courthouse. Each payor receives a receipt when a kiosk payment is made.
5. Operate a payment window to process checks and money orders within the two (2) BCOCSS office locations and the Clarence M. Mitchell Jr. Courthouse only. The payment kiosk must be used to make cash payments.
6. Be liable for misapplied payments that are the fault of or due to the negligence of the Contractor, including but not limited to, errors in setting up accounts, account maintenance, and manual postings. The Contractor shall reimburse the CSA Central Depository Account, within 3 business days, for the misapplied payments by remitting payment to the CSA Accounting and Banking Services Unit.
7. Notify the Maryland SDU via email no later than fifteen (15) minutes upon learning of the issuance or intention to issue a bank stop payment on a check issued for the purpose of paying a child support obligation during business days or as soon as it opens on the first business day following a non-business day, State holiday or when the SDU is closed. The Contractor shall also update the case action logs within this timeframe. The Contractor shall be liable for any losses incurred by CSA for failure to notify the SDU state project monitor and that loss shall be deducted from the Contractor’s next invoice following notice of the loss.

Enforcement of Support Orders

1. Monitor compliance with support obligations and take appropriate enforcement actions to ensure compliance. The Contractor shall review and update all Case files as appropriate.
2. Monitor employer compliance with the provisions of the income withholding notice and take action to bring non-compliant employers into compliance with income withholding requirements within thirty (30) days of identifying the non-compliant employer.
3. Ensure that its enforcement activities include utilizing the programs and resources in the chart below.

| Program | Program Description |
| --- | --- |
| 1. Voluntary Paternity Acknowledgement Program
 | Offers parents of a child born to an unmarried mother the opportunity to establish paternity for the child(ren) by signing an Affidavit of Parentage form at the DSS office or in the hospital at the time of the child’s birth. The Affidavit of Parentage is designed to establish paternity without having to go to court and allows the father's name to be placed on the birth certificate. |
| 1. New Hires Reporting Program
 | Requires employers to report data on all newly hired employees to their State Directory of New Hires. This information is used to locate parents, establish support orders, or enforce existing orders. Once a match is made, the State will transmit the New Hires reports to the National Directory of New Hires, where the reports will be matched with national child support information. |
| 1. Treasury Offset Program
 | Requires States to certify arrears of noncustodial parents to the OCSE for offset by the U.S Department of the Treasury of certain federal payments, including retirement pay, travel reimbursement, and compensation for services by an independent contractor. The funds are used to pay toward the child support arrears. |
| 1. Federal Tax Refund Offset Program
 | Noncustodial parents who owe at least $500 in child support arrears and are certified to the OCSE for federal tax intercept. |
| 1. State Tax Refund Offset Program
 | Noncustodial parents who owe at least $150 in child support arrears and are certified to the Maryland State Comptroller for interception of their State tax refunds. |
| 1. Unemployment Insurance Benefit Intercept Program
 | Noncustodial parents for whom income withholding is in place are subject to the interception of unemployment benefits. CSA has an automated interface with the Department of Labor (DOL). When an automated match occurs between a child support obligor and a recipient of unemployment benefits, DOL intercepts the benefit and transfers the funds to CSA. The amount intercepted may not exceed the lesser of the court order amount or the limits of the Federal Consumer Credit Protection Act. |
| 1. Lottery/Gaming Intercept Program
 | By law CSA certifies cases to the State Lottery Agency to collect arrears from lottery winnings. The certification is made monthly to intercept lottery winnings, which are paid by the State Lottery Agency. |
| 1. State Disbursement Unit (SDU)
 | The State's SDU collects and disburses child support payments under court orders in IV-D and in Non IV-D Cases. |
| 1. Professional/Recreational License Suspension Program
 | In compliance with State law, CSA is authorized to request a licensing authority to suspend or deny a license of a noncustodial parent who is more than 120 days out of compliance with the most recent child support order. |
| 1. Driver’s License Suspension Program
 | State law requires the Motor Vehicles Administration, upon notification from CSA, to suspend the license of any noncustodial parent who is sixty (60) days or more out of compliance with the most recent child support order. |
| 1. Financial Institution Data Match Program and Garnishments (FIDM)
 | State and Federal laws require Financial institutions to provide information to CSA regarding accounts held by noncustodial parents who owe child support arrears. Garnishment of accounts shall be pursued for enforcement of child support. |
| 1. Administrative Income Withholding
 | CSA has the authority to issue an administrative income withholding notice to employers of noncustodial parents who are subject to withholding. In addition to current support, CSA has the authority to require additional payment for arrears. Upon receipt of the notice, the employer must withhold the amount stated in the notice and forward the funds to the SDU. |
| 1. Passport Denial
 | Noncustodial parents who are at least $2,500 in arrears in their child support payments are certified to OCSE for denial of an application for or renewal of a U.S. passport by the U.S. Department of State. Generally, the noncustodial parent must pay the arrears in full unless the passport is required for employment purposes. |
| 1. Medical Support
 | Includes appropriate health insurance that is reasonable in cost and accessible to the child and is to be included in all child support court orders. Health insurance can be provided by either parent or both or by a third party. The correct medical support information must be updated in CSMS as appropriate. |
| 1. Reporting to Consumer Credit Agencies
 | CSA reports debts to the consumer credit agencies when the arrears are at least sixty (60) days delinquent. This information is automatically generated and forwarded to the credit reporting agencies. |
| 1. Court Referral Process
 | Utilize the court system to refer cases identified as eligible for contempt due to nonpayment of support ordered obligations. |

* + 1. **Intergovernmental Case Procedures**

The Contractor shall:

1. Provide services to establish paternity, establish and enforce child and medical support obligations, and review and adjust intergovernmental cases in accordance with 45 C.F.R. § 303.7, Title 10, Subtitle 3, Annotated Code of Maryland, Maryland Family Law Article, Maryland Uniform Interstate Family Support Act (UIFSA), and CSA policy.
2. Initiate and respond to all Intergovernmental transactions using the appropriate federal Intergovernmental Forms and CSENet.
3. Document receipt of all Intergovernmental requests and/or transactions in the CSMS Case Action Log.
4. Access the Query Interstate Cases for Kids (QUICK) system on the State Services Portal in CSMS to validate and reconcile data to ensure information in CSMS is accurate and correct.

#### Notify the other state when a data discrepancy is identified.

* + 1. **Case Closure Procedures**

##### The Contractor shall manually close cases, not already closed by CSMS through an automated process, when the case meets federal case closure criteria under 45 C.F.R. § 303.11 , and enter the appropriate case closure code in CSMS.

* + 1. **Customer Service**

The Contractor shall provide the following services:

* + - 1. Work Orders

Resolve all Work Orders referred from the DHS Customer Call Center (CSC) within the below timeframes. The referring party will identify the Work Order Type:

|  |  |
| --- | --- |
|  **Work Order Type** | **Completion Due Date**  |
| Emergency | Twenty-four (24) hours of receipt |
| Priority | Forty-eight (48) hours of receipt |
| Regular | Ten (10) business days of receipt |

* + - 1. Walk-In Services - Provide services to walk-in customers at each of the BCOCSS offices. At each BCOCSS office, the Contractor shall:

Disseminate information regarding available services, rights and responsibilities, fees, disbursement, and recoupment policy.

Scan and provide an electronic receipt via the State’s document imaging system for any documents provided by walk-in customers. The receipt will include the date, time, name of person receiving the document, and a description of the document received.

Provide an application package and Form 980 (See **Appendix 13**) upon request.

Maintain a visitor access log that meets requirements set forth in IRS Publication 1075 (See **Appendix 2**).

Forward customer inquiries to the assigned case manager on a daily basis for resolution.

Update CSMS and case records upon receipt of new or updated information.

Acknowledge e-mails within one (1) Business Day of receipt. The Contractor shall provide a resolution to written requests and emails within five (5) Business days of receipt.

Maintain an electronic log of all customer inquiries and requests by date of receipt. The log shall contain the customer’s name, case number, the type of request or issue to be resolved, case manager assigned to complete the work, and the date that the response was returned to the customer.

Use the CSMS to store written correspondence.

* + - 1. Constituent Services Liaison(s) - Designate a person(s) to act as a liaison(s) between the Contractor and CSA, local child support offices, other State agencies, elected officials, the Court, and dissatisfied customers. The Contractor shall provide same day acknowledgement of an inquiry and a projected timeframe for resolution of the inquiry received.
			2. Reporting – The Contractor shall provide a monthly Customer Service Report to the State Project Manager and Contract Monitor due the 10th of each month. The monthly report shall include at a minimum, the information contained in Appendix 3 to be pre-approved by the State Project Manager. The Contractor shall send the initial format of the Monthly Customer Service Report to the State Project Manager within forty-five (45) days after NTP.
			3. Customer Satisfaction Survey

 The Contractor shall:

Develop, with input from CSA, customer satisfaction surveys that allow the customers and others to rate the quality, timeliness and other service delivery elements carried out by the Contractor under the Contract. The survey is to be readily available to each customer at both BCOCSS offices and on-line.

Receive feedback responses on customer service surveys semi-annually from the OSC lead attorney. The Contractor shall submit survey responses from the OSC lead attorney to the State Project Manager semi-annually. All other responses shall be included in the monthly report.

Maintain a log and record all recommendations for continuous improvements in the different service delivery areas. This log/record is to be maintained at the BCOCSS and available for review by the State Project Manager and other designated Department personnel.

* + - 1. Community Outreach and Publicity

The Contractor shall:

* + - 1. Publicize child support services via on-line and in person, considering the various levels of accessibility. Prior to use, all outreach and publicity methods shall be pre-approved by the CSA State Project Manager. Types of outreach include:
	1. Application Form 980 (Appendix 13)
	2. Payment Incentive Program (PIP) (Appendix 12)
	3. Question and Answer Booklet
	4. All brochures
	5. Local legal associations
	6. Advocacy groups
	7. Local Social Services agencies
	8. Libraries and community-based organizations
		+ 1. Organize or participate in at least one outreach activity every quarter. All activities shall be approved in advance by the State Project Manager.

* + - 1. Organize and/or participate in an annual event to commemorate Child Support Awareness Month in August.
			2. Obtain pre-approval for any signage, flyers or any other recognizable paraphernalia, at least thirty (30) calendar days prior to any event or use by the Contractor.
		1. **Communication and Interface with Other Agencies**

The Contractor shall provide the following services:

1. Cooperate and participate in meetings and projects, as assigned, with CSA, the parties to the CRAs, BCDSS, and the Judiciary, local child support agencies, and workforce partners to improve services provided to child support customers.
2. Meet with the CSA designated personnel bi-weekly or as agreed upon by CSA.
3. Meet with all the parties to the CRAs quarterly, or as agreed upon by the State, to integrate and coordinate associated services. The Contractor shall schedule and facilitate the meetings, prepare the agenda, take and distribute minutes to participants within two (2) Business days prior to and after, as appropriate.
	* 1. **Standard Operating Procedures (SOP)**

The Contractor shall:

1. Develop and maintain internal policies and procedures, including, but not limited to, a hiring plan, training plan, and emergency operations back-up plan. The Contractor shall send these SOP’s to the State Project Manager within thirty (30) days after Contract Start Date. In addition, the updated internal policies and procedures will be submitted as needed and/or as required by the State.
2. Submit any new or revised SOP’s and related proposed updates to the State Project Manager and Contract Monitor for approval prior to implementation. The request for approval shall include the following:

A detailed description of any new changes or programs;

Identification of applicable regulations, policies, and procedures that support the revisions;

A description of how the revised SOP was developed and how it will be incorporated into the workflow;

Factors which could assist in the approval and successful implementation of the proposed change;

Additional resources, if required for implementation, including any training, education, software, and equipment;

Mechanisms, which could attempt to avoid unsuccessful implementations; and

A timeframe of when the proposed changes will be implemented.

* + 1. **Performance Measures**

**Minimum Service Level Performance Goals**

1. The Contractor shall meet or exceed the minimum and enhanced service level performance goals set by CSA on an annual basis, based on performance trends of the previous FFYs, and current performance trends. The first-year goals will be provided prior to the Contract start date. Subsequent performance goals will be provided prior to the beginning of the next FFY.
2. The minimum and enhanced service level performance goals may increase each year over the prior FFY. Calculation of each performance goal will adhere to the same performance requirements expected of all Title IV-D Child Support Programs as outlined in 45 CFR Part 300.
3. Should the Contractor not meet the minimum service level performance goals, the Department will determine if liquidated damages will be assessed at $100,000 for each goal not met up to $400,000 per FFY. Should the Contractor meet or exceed enhanced service level performance goals set by CSA, incentives will be awarded at $100,000 for each goal met or exceeded up to $400,000. If any minimum service level goal is not met, no incentives will be awarded even if any of the enhanced service level performance goals were met or exceeded. Any liquidated damages assessed for non-compliance, will be deducted from the next monthly invoice submitted for payment from the Contractor.
4. Contractor will be assessed on the following performance measures:
	1. **Paternity Establishment**

The percentage of cases where paternity is established. The total number of children in the IV-D Caseload as of the end of each FFY who were born out-of-wedlock with paternity established or acknowledged will be measured against the total number of children in the IV-D caseload at the end of the prior year who were born out-of-wedlock.

The count of children shall not include any child who is a dependent by reason of the death of a parent (unless paternity is established for that child). It shall also not include any child whose parent is found to have good cause for refusing to cooperate with the State in establishing paternity, or for whom the State determines it is against the best interest of the child to pursue paternity issues (see 45 C.F.R. § 305)

* 1. **Support Order Establishment**

This measure requires a determination of whether or not there is a support order for each case. Since the measure is a case count at a point-in-time, modifications to an order do not affect the count (see 45 C.F.R. § 305). Performance will be measured by identifying the percentage of IV-D Cases with support orders during the FFY over the total number of IV-D Cases in Baltimore City caseload during the FFY.

* 1. **Current Support Collected**

This is the percentage of total collections for current support in the BCOCSS IV-D caseload over the total dollars owed for current support in the BCOCSS IV-D caseload (see 45 C.F.R. § 305).

* 1. **Arrearage Collection**

This measure includes those cases where all of the past-due support was disbursed to the family or retained by the State. If some of the past-due support was assigned to the State and some was to be disbursed to the family, only those cases where some of the support actually went to the family can be included.

This is the percentage of the total number of eligible IV-D Cases in Baltimore City paying toward arrears over the total number of IV-D Cases in the BCOCSS with arrears due.

* + 1. **Non-Measurable Performance Goals**

The Contractor shall meet the following non-measurable performance measures, but no liquidated damages will be assessed; however, the Department may consider Contractor’s performance for future contracts.

**Cost Effectiveness**

BCOCSS’s cost-effectiveness performance level for a fiscal year is equal to the total amount of IV-D support collected and disbursed or retained, as applicable during the fiscal year, divided by the total amount expended during the fiscal year, as determined under 45 C.F.R. [§§ 305.2](https://www.ecfr.gov/current/title-45/part-305/section-305.2) and [305.32](https://www.ecfr.gov/current/title-45/part-305/section-305.32).

**Total Disbursed IV-D Collections**

Total child support disbursed collections include support payments received and disbursed to the custodial parent on IV-D child support cases only. For each FFY, the Contractor shall achieve the minimum performance level as assigned by CSA, which indicates the minimum amount of IV-D payments the Contractor is required to disburse each FFY.

### Contractor-Supplied Hardware, Software, and Materials

1. 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.
2. SaaS 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.
3. The State shall be permitted limited user-specific application configuration settings.
4. The Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided, and shall keep all software current.
5. All Upgrades and regulatory updates shall be provided at no additional cost.
6. The State requires that the Offeror price individual software modules separately.
7. 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.
8. The Contractor shall install and provide all documentation for the software furnished under the Contract.
9. All hardware must be hardened using the following standards <https://www.irs.gov/privacy-disclosure/computer-security-compliance-references-and-related-topics-2022>

### Required Project Policies, Guidelines and Methodologies

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

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

1. The State of Maryland System Development Life Cycle (SDLC) methodology at: http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx ;;
2. The State of Maryland Information Technology Security Policy and Standards at: <http://www.DoIT.maryland.gov>- keyword: Security Policy;
3. The State of Maryland Information Technology Non-Visual Standards at: http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx;
4. The State of Maryland Information Technology Project Oversight at: http://doit.maryland.gov/epmo/Pages/ProjectOversight.aspx;
5. The Contractor shall follow project management methodologies consistent with the most recent edition of the Project Management Institute’s Project Management Body of Knowledge Guide; and
6. IRS Tax Information Security Guidelines - Special Publication 1075

<http://www.irs.gov/pub/irs-pdf/p1075.pdf>

* Appendix 4 - DHS Automated System Security Requirements
* Appendix 5 - Information Technology Non-Visual Access Standards
* Appendix 6 - Safeguarding of Information from the United States Internal Revenue
* Appendix 8 - DHS Applications Platform
* Appendix 10 - PC Configuration Standards

### Product Requirements

1. 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
2. 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.
3. Offeror consistent expiration dates: A PO for a service already being delivered to the Department under the Contract shall terminate on the same calendar day as the prior product/service. As appropriate, charges shall be pro-rated.
4. 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 5.3.2.** Such agreed upon terms of use shall apply consistently across services ordered under the Contract.
5. The Contractor shall not establish any auto-renewal of services beyond the period identified in Contract documents.
6. In addition to any notices of renewal sent to the Department, Contractors shall email notices of renewal to the e-mail address designated by the State Project Manager.

### Maintenance and Support

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

1. Maintenance commences at the State acceptance of initial start up activities
2. Software maintenance includes all future software updates and system enhancements applicable to system modules.
3. Support shall be provided for superseded releases and back releases still in use by the State.
4. For the first year and all subsequent Contract years, the following services shall be provided for the current version and one previous version of any Software provided with the Deliverables:
	1. Error Correction. Upon notice by the State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
	2. Material Defects. Contractor shall notify the State of any material errors or defects in the Deliverables known, or made known to Contractor from any source during the life of the Contract that could cause the production of inaccurate or otherwise materially incorrect results. The Contractor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
	3. Updates. Contractor will provide to the State at no additional charge all new releases and bug fixes (collectively referred to as “Updates”) for any software Deliverable developed or published by the Contractor and made available to its other customers.
5. Operations tasks to include virus scans
6. Activity reporting
7. User support (Help Desk)
	1. Contractor shall furnish Help Desk services for IT support
	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 (i.e., calls shall not be sent to a general tier 1 call queue)

#### Technical Support

1. “Technical Support” means Contractor-provided assistance for the services or Solution furnished under the Contract, after initial end-user support confirms a technical issue that requires additional troubleshooting capabilities; sometimes referenced as Tier II – IV support.
2. Technical Support shall be available during Normal State Business Hours.
3. The State shall be able to contact a Technical Support team member 24 hours per day, 7 days per week, 365 days per year.
4. Contractor Personnel providing technical support shall be familiar with the State’s account (i.e., calls shall not be sent to a general queue).
5. Contractor shall return calls for service of emergency system issues (see Section 2.6 Service Level Agreement) within fifteen (15) minutes.
6. Calls for non-emergency IT service requests will be returned within the timeframes indicated in Section 2.6 – Service Level Agreements.
7. 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.

#### Backup

Retention and the backup of data provided by DHS systems is not allowed.

## Deliverables

This section outlines the tasks to be performed and/or produced by the Contractor and to be submitted to the State Project Manager on or before the timeframe indicated in the chart below**.**

### Deliverable Submission

1. For every deliverable, the Contractor shall request the State Project Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
2. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project or Microsoft Visio within two (2) versions of the current version. At the Contract Monitor’s discretion, the Contract Monitor may request one hard copy of a written deliverable.
3. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the Contractor. This review process is entered into when the Contractor completes a deliverable.
4. For any written deliverable, the Contract Monitor may request a draft 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**.

### Deliverable Acceptance

1. 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**.
2. 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.
3. The Contract Monitor will issue to the Contractor a notice of acceptance or rejection of the deliverable.
4. 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.

### Minimum Deliverable Quality

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

Each deliverable shall meet the following minimum acceptance criteria:

1. Be presented in a format appropriate for the subject matter and depth of discussion.
2. Be organized in a manner that presents a logical flow of the deliverable’s content.
3. Represent factual information reasonably expected to have been known at the time of submission.
4. In each section of the deliverable, include only information relevant to that section of the deliverable.
5. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
6. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
7. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.
8. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
9. A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

### Deliverable Descriptions/Acceptance Criteria

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

**Deliverables Summary Table is on the next page.**

| **Deliverables/Reports**  |
| --- |
| **Deliverable Description** | **Due Date/Frequency** | **State Recipient** |
|  |  **Transition- In** |  |
| Enter into leases for the BCOCSS offices - Section 2.3.1.A  | Within thirty (30) Days of Contract start date. | State Project Manager/Contract Monitor |
| Format for Monthly Customer Service Report – Section 2.3.7.D | Forty-five (45) Days after NTP | State Project Manager |
| Initial Standard Operating and Procedures – Section 2.3.9  | Thirty (30) Days after Contract start date | State Project Manager |
| Purchase and Installation of Furniture and Equipment – Section 2.3.1  | Thirty (30) Days after NTP | State Project Manager |
| Final Transition-In Plan – Section 3.1 | Fifteen (15) Days after NTP | State Project Manager |
| Draft Disaster Recovery Plan- Section 3.5.5 | Thirty (30) Days after NTP | State Project Manager |
| Draft Business Continuity Plan Section 3.5.6 | Within forty-five (45) Days after NTP | State Project Manager |
| Initiate Soc 2 audit process - Section 3.9  | Within six (6) months after NTP | State Project Manager |
| Chief Trainer Participates in CSA Training Modules – Section 3.1.4 | Within the first two weeks of Contract start date | State Project Manager |
| DHS Onboarding process  | Fifteen (15) Days after NTP | State Project Manager |
| Final Hiring Staffing Plan - Section 3.10.3. | Fifteen (15) Days from the NTP | State Project Manager/Contract Monitor |
| Security Plan (Includes security test plan) – Section 3.7.7. | Thirty (30) Days after NTP | State Project Manager |
| New Standard Operating Procedures - Section 2.3.9 | No less than thirty (30) Days prior to implementation for approval | State Project Manager |
| Business Continuity Plan Back-up Facility Initial Test ResultsSection 3.5.6. | Within seventy-five (75) Days after NTP | State Project Manager |
| Methodology for conducting Internal Audits | No more than ninety (90) Days after NTP | State Project Manager/AUDIT |
| **Deliverable Description** | **Due Date/Frequency** | **State Recipient** |
|  | **On-going** |  |
| Monthly Customer Service Reporting Section 2.3.7.D | Due the 10th of each month | State Project Manager/Contract Monitor |
| Monthly Reporting criteria to be included in Report along with those indicated in Appendix 3 -Performance, Pending Task items, NPEP, MBE data; but not limited to any updates made during the reporting period  | Within forty-five (45) Days after NTP | State Project Manager |
| Customer Satisfaction Survey Findings – Section 2.3.7 | Survey responses to be received from OSC Lead Attorney semi-annually. All other responses to be included in the monthly report | State Project Manager |
| Back-up Procedures to include Emergency Operations back up plan Section 2.3.9 & 3.5.1 | Due within seventy-five (75) Days after NTP | State Project Manager/Contract Monitor/OTHS |
| Monthly staffing report to include the number of temporary employees, permanent employees, percent of positions vacant, turn-over rate and monthly value of vacant positions. Section 3.10.3.  | Due on the 10th of each month  | State Project Manager |
| Meet or exceed annual Minimum Service Levels – Section 2.3.10 | Ongoing Due the 15th of each month | State Project Manager |
| Disaster Recovery Plan- Section 3.5.5 | Annually | State Project Manager |
| Response to Monitoring and Audit Reports as indicated in Appendix 3 | Within thirty (30) Days of the request or as indicated in the request | State Project Manager |
| Complete Case Corrections to MBE Subcontractor Payment Report – Section 3.12 | Days of receipt of report or as requested Due the 15th of each month | State Project Manager |
| Prime Contractor Unpaid MBE Invoice Report – Section 3.12 | Ongoing Due the 15th of each month | State Project Manager |
| MBE Subcontractor Payment Report – Section 3.12  | Due the 15th of each month  | State Project Manager |
| Monthly Invoice – Section 3.3  | Due by the 10th of each month  | State Project Manager/Contract Monitor |
| Monthly training report to include the number of staff trained, the name of the training module, and trainings to be performed in the next three months. Section 2.3.9. | Due on the 10th of each month within thirty (30) Days of receipt of report or as requested | State Project Manager |
| Unprocessed Report (Appendix 7) Monthly  | Due on the 15th of the month.  | State Project Manager |
|  Escrow Report (Appendix 7) | Due on the 15th of the month.  | State Project Manager/Contract Monitor |
| Final Disaster Recovery Plan Section 3.5.5. | Within one hundred twenty (120) Days after NTP | State Project Manager/Contract Monitor |
| Business Continuity Plan Back-up Facility Semi-Annual Test Results Section 3.5.6.C.  | Within seventy-five (75) Days after the test | State Project Manager/Contract Monitor |
| Final Business Continuity Plan – Section 3.5.6. | Within one hundred twenty (120) Days after NTP | State Project Manager/Contract Monitor |
| Corrective Action Plan  | As specified in the request  | State Project Manager/Contract Monitor |
| Child Support Awareness Initiative as indicated in Section 2.3.7.F | Annually (August) | State Project Manager |
|  | **Transition- Out** |  |
|  |  |  |
| Initial Draft Transition-Out Plan – Section 3.2.4. | Due one year before the end of the base period of the Contract or any extension period  | State Project Manager |
| Transition-Out Plan Updates - Section 3.2.4. | Due no later than sixty (60) Calendar Days after the start of the last Option year and (120) days prior to end of Contract | State Project Manager/Contract Monitor |

\*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.

## Optional Features or Services, Future Work

### There is no future work identified for this Contract.

## Service Level Agreement (SLA)

### Definitions

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

### SLA Requirements

The Contractor shall comply with the following system service levels as dictated by the metrics below:

1. Be responsible for complying with all performance measurements, and shall also ensure compliance by all subcontractors.
2. Meet the Problem response time and resolution requirements as defined in **Section 2.6.8**.
3. Provide a monthly report to monitor and detail response times and resolution times.
4. Log Problems into the OTHS supplied help desk ticket software and assign an initial severity (Emergency, High, Medium or Low as defined in **Section 2.6.8**).
5. Respond to and update all Problems, including recording when a Problem is resolved and its resolution. Appropriate OTHS personnel shall be notified when a Problem is resolved.
6. The OTHS shall make the final determination regarding Problem severity.
7. Contractor shall review any Problem with OTHS to establish the remediation plan and relevant target dates.

### SLA Effective Date (SLA Activation Date)

The Contractor shall acknowledge, by execution of this contract, the SLA, listed within, shall be in effect as of the date of NTP document/letter.

### Service Level Reporting

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

### SLA Service Credits

Time is an essential element of the Contract. For work that is not completed within the time(s) specified in the Contract, the Contractor shall be liable for service credits in the amount(s) provided for in the Contract.

Service credits will be fixed for each missed service requirement and paid at the next billing cycle. The State, at its option for amount due the State as service credits, may deduct such from any money payable to the Contractor, bill the Contractor as a separate item or request an invoice be submitted subtracting the amount due indicating the reason. In the event of a catastrophic failure affecting services, all affected SLAs shall be credited to the State.

### Root Cause Analysis

In the event the Contractor fails to achieve the stated minimum performance levels at the end of the FFY, the Contractor will be issued a request for a Corrective Action Plan (CAP).

### Service Level Measurements Table (System performance)

In the event the Contractor fails to achieve the stated minimum performance levels at the end of the FFY, the Contractor will be issued a Corrective Action Plan (CAP).

**2.6.7 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 – High  | Average Response Time for High Priority Problems.  | 98% <15 minutes | 1% |
| 2 | Problem Response Time - Normal | Average Response Time for Normal or Low Priority Problems | 98% <2 hours | 1% |
| 3 | Problem Resolution Time - High | Resolution Time for each High Priority Problem | 98% <4 hours | 1% |
| 4 | Problem Resolution Time - Normal | Resolution Time for Normal Priority Problems  | 98% <24 hours | 1% |
| 5 | 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 during business hours\*. Contractor shall minimize or eliminate unscheduled network downtime to .5% or less during business hours\*.  | <99.5% | 3% |
| 8 | Disaster Recovery | Contractor shall provide recovery and continuity of operations within (48) Forty-Eight hours of a System/network failure.  | 48 hours | 3% |
| 9 | Notification of Security Incident | Notification of a Security Incident as indicated in Section 3.7.9. | 100% | 1% |
| 10 | Security Incident Reporting | Security incident reporting requirement within Twenty-Four (24) hours as indicated in Section 3.7.9. | 100% | 1% |

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

### Problem Response Definitions and Times

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

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

| **Service Priority** | **Response Time** | **Resolution Time** | **Response Availability** | **Work Outage**  | **Users Affected** |
| --- | --- | --- | --- | --- | --- |
| Emergency | Less than 15 minutes | Within 2 hours of first report | 24 hours per day, seven days per week | 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.  |
| 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 inaccessibleSystems or users are unable to work, or to perform some portion of their job. | Affects the majority of users to include public facing users. Affects high profile users (i.e. executive management)  |
| Normal | Within 2 hours | Within 1 day (24 hours) after the 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 less than 45% |
| Low | Within 4 hours | Within 3 days (72 hours) after the 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 specifiedOften a request for service with ample lead time.  | Affects less than 10% |

# Contractor Requirements: General

## Contract Initiation Requirements

1. Contractor shall schedule and hold a kickoff meeting within 10 Business Days of NTP Date. At the kickoff, the Contractor shall furnish an updated Project Schedule describing the activities for the Contractor, the State, and any third parties for fully transitioning to the Contractor’s Solution
2. The purpose of the Post-Award Kick-Off Meeting is to discuss service delivery, invoice processing, monitoring and other Contract terms and conditions. The date, time and location of the Post-Award Kick-Off Meeting will be indicated to all successful Offerors. Each Offeror shall affirm in their Proposal that, if selected for award, they will attend the Post-Award Kick-Off Meeting.
3. Transition-In

CSA expects that the transition from the current contractor to the new BCOCSS team will be approximately ninety (90) days from the NTP. The initial Transition-In Plan shall be submitted with the Proposal. The Contractor shall have a Transition-In Plan that includes specific approaches, clearly identified tasks, level of effort, and timetables needed to transition from the outgoing contractor to the successful Offeror’s staff. The Plan shall include a clear breakdown of tasks and responsibilities, including those tasks that will be the responsibility of CSA during the transition. The Plan shall also include a section detailing how work and knowledge transfer activities will be accomplished, as well as a strategy for testing. During this planning session they will be responsible for collaborating with the Department’s OTHS. The Contractor shall submit the Final Transition-In Plan to the State Project Manager fifteen (15) days after NTP.

The Contractor’s Chief Trainer is required to participate in CSA's Introduction to Child Support as a Train-the-Trainer during the transition-in period. The Contractor’s Chief Trainer will need to participate in CSA Training Modules within the first two weeks of Contract Start Date. After being provided training, the Contractor assumes responsibility for training its employees. The Chief Trainer shall train new employees on CSA's Introduction of Child Support within the first three (3) months of employment.

## End of Contract Transition

* + 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 90 days prior to Contract end date, or the termination thereof.

The Contractor shall participate fully in all meetings called by the incoming contractor and/or the State Project Manager and work cooperatively and proactively with the incoming contractor to facilitate a smooth and efficient transition of services. In addition to the knowledge transfer and technical activities involved in transitioning teams, time shall be dedicated to final transition tasks identified by the Department. Such transition efforts shall consist, not by way of limitation, of:

A. Provide additional services and support as requested to successfully complete the transition;

1. Maintain the services called for by the Contract at the required level of proficiency;
2. Provide updated System Documentation, as appropriate; and
3. Provide current operating procedures (as appropriate).
	* 1. 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 to meet specific transition requirements prior to the end of the Contract.
		2. 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. The Contractor shall support end-of-Contract transition efforts with technical and project support to include but not be limited to:
4. The Contractor shall provide an initial draft of the Transition-Out Plan one (1) year prior to the end of the contract and a final submission at least 120 Business Days in advance of Contract end date. Due no later than sixty (60) Calendar Days after the start of the last Option year and (120) days prior to end of contract.
5. 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 Child Support Administration and the Contract Monitor;
	3. Security and system access review and close-out;
	4. Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Child Support Administration or a designee;
	5. Any final training/orientation of Child Support staff;
	6. Connectivity services provided, activities and approximate timelines required for Transition-Out;
	7. Knowledge transfer, to include:
		1. A working knowledge of the current system environments as well as the general business practices of the Child Support Administration;
		2. Review with the Child Support Administration the procedures and practices that support the business process and current system environments;
		3. Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of the Contract;
		4. Documentation that lists and describes all hardware and software tools utilized in the performance of the Contract;
		5. A working knowledge of various utilities and corollary software products used in support and operation of the Solution;
	8. Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
	9. Any risk factors with the timing and the Transition-Out schedule and transition process. The Contractor shall document any risk factors and suggested solutions.
6. 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.
7. The Contractor shall provide copies of any current daily and weekly back-ups to the Child Support Administration 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.
8. 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**.
9. Report of outstanding Deliverables and/or tasks and timeframes for completion;
10. A strategy for ensuring that all required training and information has been communicated to the State Project Manager;
11. The process for transferring electronic data files on CD or other agreed upon medium and format to be determined by the Contract Monitor, Contractor and DHS OTHS;
12. Providing the new contractor’s staff access to operating systems for training during normal working hours or extended hours as required, including nights, weekends, and holidays;
13. Providing space, desks, reasonable office support (copiers, fax, etc.) for appropriate transition staff of the successor contractor or CSA staff; and
14. Cooperate with CSA and the incumbent contractor, provide requested documentation by the deadlines defined. Participate in meetings, completing assigned tasks, extending professional courtesy at all times in order to effectuate a seamless transition.

### Return and Maintenance of State Data

1. Upon termination or the expiration of the Contract Term, the Contractor shall: (a) 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; (b) 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; (c) 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 (d) 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.
2. During any period of service suspension, the Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the Contract Monitor.
3. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by Contractor with respect to the services.

## Invoicing

### General

1. The Contractor shall e-mail the original of each invoice and signed authorization to invoice to the Contract Monitor Jarnice Johnson at e-mail address: Jarnice.johnson@maryland.gov and State Project Manager Florence Foster at email address: Florence.Foster1@maryland.gov .
2. All invoices for services shall be signed, dated and verified by the Contractor as accurate at the time of submission.
3. 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 and will not be processed until the Contractor provides the required information. 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. Signature area for the State Project Manager;
	11. Amount due; and
	12. Any additional documentation required by regulation or the Contract.
4. Invoices that contain a fixed price shall clearly identify the fixed price for billing.
5. The Child Support Administration reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Child Support Administration 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.
6. Any action on the part of the Child Support Administration, 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.
7. 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.
8. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

### Invoice Submission Schedule

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

1. For items of work for which there is one-time pricing (see **Attachment B** – Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by the Child Support Administration.
2. The Contractor shall submit invoices by the 15th of the month following the month in which services were performed. Payment shall be made based on 1/12th of the annual amount of the Contractor’s Fixed Price as provided in the **Privatization of Child Support Services for Baltimore City’s Financial Proposal (see Attachment B)**
3. 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.

**Note:**  Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, is prohibited.

### Deliverable Invoicing

The contract is invoiced on a fixed price.

### Time and Materials Invoicing

This contract does not invoice by time and material.

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

1. The amount invoiced is inconsistent with the Contract;
2. The proper invoice has not been received by the party or office specified in the Contract;
3. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
4. The item or services have not been accepted;
5. The quantity of items delivered is less than the quantity ordered;
6. The items or services do not meet the quality requirements of the Contract;
7. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;
8. 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
9. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

### Travel Reimbursement

Travel will not be reimbursed under this RFP.

## Liquidated Damages

### MBE Liquidated Damages

MBE liquidated damages are identified in Attachment M.

### Liquidated Damages other than MBE

At the end of each FFY, the State provides to the Federal government a report of the operations of the Statewide Child Support Program. The State’s performance is measured at the end of each FFY to determine the amount of federal incentive dollars earned. The Statewide performance measurements are defined in 45 C.F.R. § 305. The Contractor’s performance in the BCOCSS contributes to the State’s overall report card and performance. The child support performance areas identified below are: Total Disbursed IV-D Collections; Paternity Establishment Performance; Percent of Cases with a Support Order; Percent of Current Support Paid; and Percent of Cases Paying towards Arrears, and are the areas in which the Contractor’s performance will be measured.

If the Contractor fails to achieve the FFY minimum service level goal for any IV-D federal performance measure, the Contractor will forfeit eligibility for any payments and will incur a $100,000 liquidated damage per failed minimum performance measure, up to $400,000/year. **No incentives will be paid if any liquidated damages are accessed**.

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## Disaster Recovery and Data

The following requirements apply to the Contract:

### Redundancy, Data Backup and Disaster Recovery

1. 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.
2. 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.
3. 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.
4. 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 and the State Project Manager a notice of completion following completion of DR testing.
5. Such contingency and DR plans shall be available for the CSA to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

### Data Export/Import

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

### Data Ownership and Access

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

The Contractor shall submit a Draft Disaster Recovery Plan to the State Project Manager thirty (30) days after NTP. A Final Disaster Recovery Plan needs to be submitted 120 days after NTP and then annually thereafter.

* + 1. The Business Continuity Plan

Business Continuity is the effort within DHS to ensure that primary mission-essential functions continue to be performed during a wide range of emergencies, including localized acts of nature, accidents, and technological or attack-related emergencies. The draft Business Continuity Plan is due to the State Project Manager within 45 days after NTP. A Final Business Continuity Plan is due 120 days after NTP.

The Contractor shall:

 Provide continuous operations of the CSA and supporting systems in the event of a disaster that meets or exceeds the State’s guidelines. More information may be found at-<http://doit.maryland.gov/Publications/stateofmarylanddisasterplanning.pdf>

 Review the process by which all ongoing activities related to disaster recovery and business continuity shall be monitored, maintained, reported and updated appropriately for the duration of the Contract period.

 Once the Plan is approved, test business continuity processes beginning six months thereafter and then semi-annually and report the test results to the State Project Manager within seventy-five (75) days of the test. Initial test results are due to the State Project Manager seventy-five days after NTP.

 Ensure the BCP adheres to the State DR Plan guidelines available on the DoIT website “<http://doit.maryland.gov/support/Pages/SecurityDisasterRecovery.aspx>” and shall address the overall strategy as described in this section. At a minimum, the draft BCP shall be submitted with the Offeror’s Proposal and shall include:

IT Disaster Declaration Criteria;

Disaster Team Structure, Recovery Team Functions, Roles and Responsibilities

Participation Requirements (Contractor/DHR personnel);

Security Measures and Procedures;

Strategy to Assure Minimal Data Loss;

Strategy to Assure Continuity of Operations;

Levels of Response;

Priorities and Procedures;

Required Authorizations; Decision Criteria;

Key Documentation/Deliverables;

Notifications and Reporting;

Event Logging;

Recovery Activities and Procedures;

Impact to Services;

Return to Usual Technical Operations – specific to each DHR system and functional area;

Return to Business Operations – recommendations for restoration of key business functions;

Sign-off and Acceptance Criteria;

Training;

Testing, Semi-annual Testing Schedule, Test Results Report Distribution;

Risk Management; and

Other options as applicable

## 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:

* + 1. The following type(s) of insurance and minimum amount(s) of coverage are required:
1. Commercial General Liability Insurance- of $3,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury or arising out of, contractor action or inaction in the performance of the contract by the contractor, its agents, servants, employees, or subcontractors and with a $5,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
2. Errors and Omissions/Professional Liability - $2,000,000 per combined single limit per claim and $3,000,000 annual aggregate.
3. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of $3,000,000 per loss, and a minimum single loss retention not to exceed $10,000. The State of Maryland and the Department should be added as a “loss payee.”
4. Cyber Security / Data Breach Insurance – 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.
5. Worker’s Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act, to not be less than one million dollars ($1,000,000) per occurrence (unless a state’s law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
6. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
	* 1. 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.
		2. 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. Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
		4. 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.
		5. 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.

## Security Requirements

The Contractor’s system will interact with the DHS systems **(See Appendix 4 ).** The Contractor shall ensure all system components 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 following requirements are applicable to the Contract:

### Employee Identification

1. Contractor or subcontractor 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 such employee, agent or Contractor Personnel shall provide additional photo identification.
2. 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, and wearing the badge in a visible location at all times.
3. 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.
4. 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.

### Criminal Background Check

1. A criminal background check for any Contractor Personnel, sub-contractor and volunteers providing services on-site and virtual shall be completed prior to each Contractor Personnel providing any services under the Contract.
2. The Contractor shall obtain at its own expense a Criminal Justice Information

Services (CJIS) State and Federal criminal background check, which shall include at a

minimum: FBI fingerprinting, a check of local law enforcement records where the individual has lived, worked, or attended school within the last five (5) years, and a check of citizenship/residency, for each individual performing services for the Contractor.  The Contractor shall complete the USCIS Form I-9 to document verification of the identity and employment authorization of each new employee.  Within three (3) days of completion, the Contractor shall process the new employee through E-Verify to assist with verification of his/her status and the documents provided.  The E-Verify is free of charge and can be located at [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

1. 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).
2. The Contractor shall provide a Criminal Background Check Affidavit (See **Appendix 17**) for each employee, contractor, and/or subcontractor certifying to the Department that a background check has been performed. After award, the Affidavits shall be submitted to the State Project Manager. Criminal background checks or reinvestigations must be conducted on all employees assigned to work under the Contract every 5 years from the date of the previous background investigation.
3. DHS reserves the right to perform additional background checks or spot audits to ensure the background checks have been completed and are current.  DHS may randomly request a copy of a background check for any individual associated with the Contract. The Contractor shall provide a copy of the background check within 24 hours of the request.
4. The Contractor shall ensure that any replacement personnel have a background check before starting employment.
5. 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.
6. 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).
7. 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.

### On-Site Security Requirement(s)

1. For the conditions noted below, Contractor Personnel may be barred from entrance or leaving any site until such time that the State’s conditions and queries are satisfied.
	1. Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.
	2. Some State sites, especially those premises of the Department of Public Safety and Correctional Services and Maryland Courts, 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.
2. When visiting State facilities, the Contractor (includes all persons who is an employee or agent of the Contractor or subcontractor(s)) shall adhere to all State security requirements. This includes presenting photo identification, providing information for the obtaining of State-issued Contractor badges, and wearing Contractor issued and State issued security badges prominently when inside State facilities and presenting identification upon request at any time. The Contractor shall abide by the State’s policies and procedures in force at each site.
3. Further, Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

### 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](http://www.doit.maryland.gov) – keyword: Security Policy.

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 and State Project Manager to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

Sensitive Data” means information that is protected against unwarranted disclosure, to include Personally Identifiable Information (PII), Protected Health Information (PHI) or other private/confidential data, as specifically determined by the State. Sensitive Data includes 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; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; (3) falls within the definition of “personal information” under Md. Code Ann., State Govt. § 13-101(c)

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>.

### Data Protection and Controls

To ensure appropriate data protection safeguards are in place, the Contractor and any relevant subcontractor(s) shall at a minimum implement and maintain the following information technology controls at all times throughout the life of the Contract. The Contractor and any relevant subcontractor(s) may augment this list with additional information technology controls.

1. 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.
2. To ensure appropriate data protection safeguards are in place, the Contractor shall implement and maintain the following controls at all times throughout the Term of the Contract (the Contractor may augment this list with additional controls):
	1. Establish separate production, test, and training environments for systems supporting the services provided under the Contract and ensure that production data is not replicated in test or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section** **3.7.5**.
	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. Establish policies and procedures to implement and maintain mechanisms for regular internal vulnerability testing of operating systems, applications, and network devices supporting the services provided under this Contract. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the Contractor’s and/or subcontractor’s security policy. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities for potential adverse effect on the system’s security and/or 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 this Contract.
	4. Ensure that State data is not commingled with the Contractor’s and subcontractors’ or other clients’ data through the proper application of data compartmentalization security measures. This includes but is not limited to classifying data elements and controlling access to those elements based on the classification and the user’s access or security level.
	5. 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.
	6. For all State data the Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks.
	7. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:

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

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

* 1. Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology’s Information Security Policy. <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>
	2. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The CSA shall have the right to inspect these policies and procedures and the Contractor or subcontractor’s performance to confirm the effectiveness of these measures for the services being provided under the Contract.
	3. Ensure system and network environments are separated by properly configured and updated firewalls preserve the protection and isolation of Sensitive Data from unauthorized access as well as the separation of production and non-production environments.
	4. Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.
	5. 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.
	6. 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 CSA 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.
	7. 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.
	8. 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.
	9. 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.
	10. 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.
	11. 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 CSA shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.

### Security Logs and Reports Access

The above section is not applicable to this contract.

### Security Plan

1. The Contractor shall protect State data according to a written security policy (“Security Plan”) no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis. The contractor shall develop a Security Plan that meets Systems Security chapter of the Food and Nutrition Service (FNS) Handbook 901: <http://www.fns.usda.gov/apd/fns-handbook-901-advance-planning-document>s including assessments no less than biennially, written reports, and completion of any mitigation plans
2. The Security Plan shall detail the steps and processes employed by the Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the Contract.
3. System testing is performed on a regular basis to monitor adherence to, and compliance with, all stated security measures. The Contractor shall submit a Security Plan to the State Project Manager that includes a Security Test Plan for the overall facility no later than thirty (30) Days after the NTP.

### PCI Compliance

This Section does not apply to this contract.

### Security Incident Response

1. The Contractor shall notify the CSA in accordance with **Section 3.7.9A-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 CSA and OTHS within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Contract Monitor, OTHS chief information officer and CSA 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 OTHS) requests concerning such unauthorized use or disclosure.
2. Contractor’s notice shall identify:
	1. the nature of the unauthorized use or disclosure;
	2. the State data used or disclosed,
	3. who made the unauthorized use or received the unauthorized disclosure;
	4. what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
	5. what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
	6. The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
3. The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.
4. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Department) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

### Data Breach Responsibilities

1. If the Contractor reasonably believes or has actual knowledge of a Data Breach, the Contractor shall, unless otherwise directed:
	1. Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
	2. Cooperate with the State to investigate and resolve the data breach;
	3. Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
	4. Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
2. If a Data Breach is a direct result of the Contractor’s breach of its Contract obligation to encrypt State data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to the Contract’s limitation of liability.
	* 1. 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.
		2. Provisions in **Sections** **3.7.1 – 3.7.10** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Sections** **3.7.4-3.7.10** (or the substance thereof) in all subcontracts.

## Problem Escalation Procedure

* + 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.
		2. The Contractor shall provide contact information to the State Project Manager, as well as to other State personnel as directed should the State Project Manager not be available.
		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:
1. The process for establishing the existence of a problem;
2. Names, titles, and contact information for progressively higher levels of personnel in the Contractor’s organization who would become involved in resolving a problem;
3. For each individual listed in the Contractor’s PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor’s PEP;
4. Expedited escalation procedures and any circumstances that would trigger expediting them;
5. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
6. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
7. A process for updating and notifying the State Project Manager of any changes to the PEP.
	* 1. Nothing in this section shall be construed to limit any rights of the Contract Monitor, State Project Manager or the State of Maryland which may be allowed by the Contract or applicable law.

## SOC 2 Type 2 Audit Report

### A SOC 2 Type 2 Audit applies to the Contract. The applicable trust services criteria are: Security, Availability, Processing Integrity, Confidentiality, or Privacy as defined in the Guidance document identified in Section 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 CSA’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 and any relevant subcontractor that shall be covered by the audit will collectively be referred to as the “Information Functions and/or Processes.” Such audits shall be performed in accordance with audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department, to assess the security of outsourced client functions or data (collectively, the “Guidance”) as follows:

1. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the “SOC 2 Audit” or “SOC 2 Report”). All SOC2 Audit Reports shall be submitted to the Contract Monitor as specified in Section F below. The initial SOC 2 Audit process shall be initiated within six (6) months after NTP. 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.
2. The SOC 2 Audit shall report on the suitability of the design and operating effectiveness of controls over the Information Functions and Processes to meet the requirements of the Contract, including the Security Requirements identified in **Section 3.7**, relevant to the trust services criteria identified in 3.9.1: as defined in the aforementioned Guidance.
3. The audit scope of each year’s SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services criteria of Security, Availability, Processing Integrity, Confidentiality, and/or 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 and any relevant subcontractor shall ensure that the audit scope of each year’s SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.
4. The scope of the SOC 2 Report shall include work performed by any subcontractors that provide essential support to the TO Contractor or essential support to the Information Functions and Processes provided to the Department under the Contract. The Contractor shall ensure the audit includes all such subcontractors operating in performance of the Contract.
5. All SOC 2 Audits, including those of the Contractor, shall be performed at no additional expense to the Department.
6. The Contractor shall provide to the 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.
7. If the Contractor currently has an annual, independent information security assessment performed that includes the operations, systems, and repositories of the Information Functions and Processes being provided to the Department under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the Department will determine in consultation with appropriate State government technology and audit authorities whether the Contractor’s current information security assessments are acceptable in lieu of the SOC 2 Report(s).
8. If the Contractor fails during the Contract term to obtain an annual SOC 2 Report by the date specified in **Section 3.9.2.A**, the CSA 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 and any relevant subcontractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. The Department will invoice the Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the Contractor.
9. Provisions in **Section 3.9.1-2** shall survive expiration or termination of the Contract. Additionally, the Contractor and shall flow down the provisions of **Section 3.9.1-2** (or the substance thereof) in all subcontracts.

## Experience and Personnel

### Preferred Offeror Experience

The Offeror or the Executive Director must possess a minimum of five (5) years of experience in the administration, operation or management of a Child Support Program funded under Title IV-D.

As proof of meeting this requirement, the Offeror shall provide three (3) reference letters from a local, state, or national child support program that are able to attest the Offeror’s or Executive Director’s experience.

### Key Personnel Identified

Executive Director– The Executive Director is directly responsible for managing both locations of the child support operations in the BCOCSS, serving as the point of contact regarding the Program. This person shall have five (5) years experience working within a human service agency or private agency that provides assistance to those in need, five 5 years of experience supervising at the management level, of which three (3) years of experience must include thirty (30) or more employees.

Deputy of Operations - A Deputy of Operations shall be hired for each office location and shall possess a minimum of five (5) years of human services experience and supervisory experience of which three (3) years of experience must be in child support. These persons will be required to cooperate with the Court Case Flow Manager, serve as a liaison with the Court, the Clerk of Court, and the OSC to identify and resolve any delays in court case processing.

Local Area Network (LAN) Administrator– The LAN Administrator(s) is responsible for coordinating with CSA and OTHS in providing technical support, resolving minor system operations issues, and notifying the Help Desk to resolve major issues. The LAN Administrator(s) shall provide training and technical assistance to the Contractor’s employees.

Chief Trainer – The Chief Trainer shall have the primary responsibility for the delivery of the Contractor’s initial and ongoing training program in all aspects of child support service delivery. This individual shall possess, three (3) years of experience in child support services. The individual shall also possess knowledge of current child support policy and procedures.

### Staffing Plan

The Contractor shall submit a Final Hiring Staffing Plan with detailed organizational structure to the State Project Manager within fifteen (15) days from NTP.

The Contractor shall submit a Monthly Staffing Report to include the number of temporary employees, permanent employees, percent of positions vacant, turn-over rate and monthly value of vacant positions. The Monthly Staffing Report shall be submitted to the State Project Manager by the 10th of each month.

### Work Hours

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

1. Business Hours Support: Contractor shall assign Contractor Personnel to support Normal State Business Hours from 8:00 a.m. to 5:00 p.m. Monday through Friday except for State holidays which can be found at: [**www.dbm.maryland.gov**](http://www.dbm.maryland.gov) – keyword State Holidays. In addition, the Contractor shall have extended business hours until 7:00 p.m. at least two (2) days per week, including Friday, and shall be open at least one Saturday per month from 9:00 a.m. until 12:00 p.m. The Contractor shall publicize the hours of operation. The Contractor must be open when the State is open. Contractor may, but is not required to, close on State holidays or other State mandated closings; however, on these days, Contractor may not have access to some State systems. The Contractor should contact the State Project Manager in advance to discuss the scheduling. All schedules can be adjusted according to state mandates.
2. 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.
3. 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.
4. 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.

## Substitution of Personnel

### Continuous Performance of Key Personnel

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

1. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
2. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Monitor. In the event of a sudden or extraordinary circumstance, the Contractor will notify the State Project Manager of any changes in Key Personnel working on the Contract within three (3) Days of the change.
3. 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.

### Definitions

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

1. **Extraordinary Personal Event** – means any of: leave under the Family Medical Leave Act; an Incapacitating injury or Incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.
2. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFP or the Contractor’s Technical Proposal.
3. **Sudden** - means when the Contractor has less than thirty (30) Days prior notice of a circumstance beyond its control that will require the replacement of any key personnel working under the Contract.

### Contractor Personnel General Substitution Provisions

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

1. 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.
2. The Contractor shall provide the Contract Monitor with a substitution notice that shall include:
	1. A detailed explanation of the reason(s) for the substitution;
	2. The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
	3. The official resume of the current personnel for comparison purposes; and
	4. Evidence of any required credentials.
3. The 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.
	* 1. The Contract Monitor will notify the Contractor in writing, within five (5) days of receipt of the notice, if the proposed substitution is not acceptable. The Contract Monitor will not unreasonably withhold approval of a proposed contractor personnel replacement.

### Replacement Circumstances

1. 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, CSA 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 fifteen (15) 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.
2. 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
		1. The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 3.11.4.B.1**.
		2. Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under **Section 3.11.3** 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. If the Contractor fails to comply with the provisions of this Section, and the vacancy remains unfilled for more than thirty (30) Days, the Department may impose a penalty to the Contractor in an amount equal to the amount of the Key Personnel’s salary the individual would have received for the amount of time the position is vacant, beginning from the date of vacancy, until such a time that the vacancy has been filled with a qualified, approved candidate.
	3. Key Personnel Replacement Due to an Indeterminate Absence
		1. If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Monitor as required under **Section 3.11.3**.
		2. However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the 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.

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

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

## Minority Business Enterprise (MBE) Reports

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

1. Submit the following reports by the 15th of each month to the State Project Manager 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.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit an MBE Subcontractor Paid/Unpaid Invoice Report (**Attachment D-5**) by the 10th of each month to the State Project Manager and the Department’s MBE Liaison Officer that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amounts of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, type of work performed by each, and actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State’s representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
5. Upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

## Veteran Small Business Enterprise (VSBE) Reports

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

1. Submit the following reports by the 10th of the month following the reporting period to the State Project Manager and the Department’s VSBE representative:
	1. VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report (**Attachment E-4**) 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-5**, the VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the State Project Manager and the VSBE Liaison Officer.
2. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly by the 10th of the month following the reporting period to the State Project Manager and CSA VSBE representative a report that identifies the prime contract and lists all payments received from Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amount of those invoices (**Attachment E-4**).
3. Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of VSBE and non-VSBE subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State’s representatives verifying compliance with the VSBE participation obligations. The Contractor must retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the Contract.
5. At the option of the CSA, 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.

## Task Orders

This section is inapplicable to this RFP.

## Additional Clauses

### The State of Maryland’s Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

[Maryland’s State Finance & Procurement Article §14-410](https://trackbill.com/bill/maryland-house-bill-629-environmentally-preferable-procurement-maryland-green-purchasing-committee/647077/) 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.

### 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.

# Contractor Requirements: General

## Pre-Proposal Conference

* + 1. A pre-Proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
		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.
		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. MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime contractors.
		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).
		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 16, 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 August 16, 2023.

## eMaryland Marketplace Advantage (eMMA)

* + 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.
		2. In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to [emma.maryland.gov](https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage), click on “New Vendor? Register Now” to begin the process, and then follow the prompts.

## Questions

* + 1. All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title (CSA/PR-24-001-S; PRIVATIZATION OF CHILD SUPPORT SERVICES IN BALTIMORE CITY), and shall be submitted in writing via e-mail to the Procurement Officer at least five (5) days prior to the Proposal due. 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.
		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.
		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.

## Procurement Method

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

## Proposal Due (Closing) Date and Time

* + 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.
		2. Requests for extension of this date or time shall not be granted.
		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. The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Sheet.
		5. 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.
		6. Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.
		7. Potential Offerors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

## Multiple or Alternate Proposals

Multiple or alternate Proposals will not be accepted.

## Economy of Preparation

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

## Public Information Act Notice

* + 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.
		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.

## 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.

## Oral Presentation

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

## Duration of Proposal

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

## Revisions to the RFP

* + 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.
		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.
		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. 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.
		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.

## Cancellations

* + 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.
		2. The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
		3. In the event a government entity proposes and receives the recommendation for award, the procurement may be canceled and the award processed in accordance with COMAR 21.01.03.01.A(4).
		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).

## Incurred Expenses

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

## Protest/Disputes

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

## Offeror Responsibilities

* + 1. Offerors must be able to provide all products 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.
		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”).
		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. A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror’s experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent’s participation as determined by the State.

## Acceptance of Terms and Conditions

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

## Proposal Affidavit

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

## Contract Affidavit

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

## Compliance with Laws/Arrearages

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

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

## Verification of Registration and Tax Payment

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

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

## False Statements

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

* + 1. In connection with a procurement contract a person may not willfully:
1. Falsify, conceal, or suppress a material fact by any scheme or device.
2. Make a false or fraudulent statement or representation of a material fact.
3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
	* 1. A person may not aid or conspire with another person to commit an act under **Section 4.22.1**.
		2. A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding $20,000 or imprisonment not exceeding five (5) years or both.

## Payments by Electronic Funds Transfer

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

* + 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.
		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>

## 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.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf.

## Electronic Procurements Authorized

* + 1. Under COMAR 21.03.05, unless otherwise prohibited by law, the CSA 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.
		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.
		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. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:
1. The Procurement Officer may conduct the procurement using eMMA to issue:
	1. The RFP;
	2. Any amendments and requests for best and final offers;
	3. Pre-Proposal conference documents;
	4. Questions and responses;
	5. Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
	6. Notices of award selection or non-selection; and
	7. The Procurement Officer’s decision on any Proposal protest or Contract claim.
2. The Offeror or potential Offeror may use e-mail to:
	1. Ask questions regarding the solicitation;
	2. Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail or 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.
3. 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.
	* 1. The following transactions related to this procurement and any Contract awarded pursuant to it are **not authorized** to be conducted by electronic means:
4. Submission of initial Proposals, except through eMMA
5. Filing of protests;
6. Filing of Contract claims;
7. Submission of documents determined by the CSA to require original signatures (e.g., Contract execution, Contract modifications); or
8. 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.
	* 1. 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.

## MBE Participation Goal

### Establishment of Goal and Subgoals

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

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

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

**An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section 4.26 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.**

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

**An Offeror must properly complete and submit a separate Attachment D-1A, MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule, for EACH Functional Area (I and II) for which it is submitting a proposal. If an Offeror is submitting a proposal for each of Functional Areas I and II, the Offeror must submit two separate Attachment D-1As, one for each of the two Functional Areas.**

***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.***

* + 1. 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.
		2. Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer.
1. Outreach Efforts Compliance Statement (**Attachment D-2**);
2. MBE Subcontractor/Prime Project Participation Certification (**Attachment D-3A/3B**); and
3. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.
4. Further, if the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.

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

* + 1. 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.**
		2. 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.
		3. 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. The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract – **Attachment M**, **Liquidated Damages for MBE,** **section** **39**.
		5. As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.

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

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

## VSBE Goal

### Purpose

1. The Contractor shall structure its procedures for the performance of the work required in the Contract to attempt to achieve the VSBE participation goal stated in this solicitation. VSBE performance must be in accordance with this section and **Attachment** **E**, as authorized by COMAR 21.11.13. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and **Attachment** **E**.
2. 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](https://www.va.gov/osdbu/verification/) (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](https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage).

### VSBE Goal

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

### Solicitation and Contract Formation

1. In accordance with COMAR 21.11.13.05 C (1), this solicitation requires Offerors to:
	1. Identify specific work categories within the scope of the procurement appropriate for subcontracting;
	2. Solicit VSBEs before Proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts;
	3. Attempt to make personal contact with the VSBEs solicited and to document these attempts;
	4. Assist VSBEs to fulfill, or to seek waiver of, bonding requirements; and
	5. Attempt to attend pre Proposal or other meetings the procurement agency schedules to publicize contracting opportunities to VSBEs.
2. The Offeror must include with its Proposal a completed VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule (**Attachment E-1**) whereby the Offeror:
	1. Acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If the Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal; and
	2. Responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of VSBEs at the time of Proposal submission. The Offeror shall specify the percentage of contract value associated with each VSBE prime/subcontractor identified on the VSBE Participation Schedule.

**An Offeror must properly complete and submit a separate Attachment E-1, VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule, for EACH Service Category (I and II) for which it is submitting a proposal. If an Offeror is submitting a proposal for each of Service Categories I and II, the Offeror must submit two separate Attachment E-1s, one for each of the two Service Categories.**

1. 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.
2. 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.
3. Within 10 Business Days from notification that it is the apparent awardee, the awardee must provide the following documentation to the Procurement Officer:
	1. VSBE Project Participation Statement (**Attachment E-2**);
	2. If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and
	3. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the VSBE participation goal.

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

## Living Wage Requirements

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

## Federal Funding Acknowledgement

* + 1. There are programmatic conditions that apply to the Contract due to federal funding (see **Attachment G**).
		2. The total amount of federal funds allocated for the BCOCSS is **$** **30,417,641** in Maryland State fiscal year 2023**.** This represents 67.4% 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.
		3. The Contract contains federal funds. The source of these federal funds is: **Title IV-D.** The CFDA number is: **93.563**. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds **Attachment G**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment G** and Offerors are to complete and submit these Attachments with their Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror’s intent to comply with all conditions, which are part of the Contract.

## Conflict of Interest Affidavit and Disclosure

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

## Non-Disclosure Agreement

### Non-Disclosure Agreement (Offeror)

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

### Non-Disclosure Agreement (Contractor)

All Offerors are advised that this solicitation and any resultant 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 ten (10) Business Days of notification of proposed Contract; however, to expedite processing, it is suggested that this document be completed and submitted with the Proposal.

## HIPAA - Business Associate Agreement

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

## 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.

The Maryland IT Nonvisual Access standards can be found at: [www.doit.maryland.gov](http://www.doit.maryland.gov), keyword: NVA.

## Mercury and Products That Contain Mercury

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

## Location of the Performance of Services Disclosure

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

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

* 1. **Department of Human Services (DHS) Hiring Agreement**

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

## Small Business Reserve (SBR) Procurement

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

## Bonds

### Performance Bond

1. The successful Offeror shall deliver a Performance Bond, or other suitable security, to the State after notification of recommended award.
2. The successful Offeror must submit a Performance Bond, or other suitable security in the amount of $1,000,000, guaranteeing that the Contractor shall well and truly perform the Contract.
3. The Performance Bond shall be in the form provided in **Appendix 16** and underwritten by a surety company authorized to do business in the State and shall be subject to approval by the State, or other acceptable security for bond as described in COMAR 21.06.07, as summarized in **4.37.4**.
4. The Performance Bond shall be maintained throughout the term of the Contract, and renewal option period(s), if exercised. Evidence of renewal of the Performance Bond and payment of the required premium shall be provided to the State.
5. The Performance Bond may be renewable annually. The Contractor shall provide to the State, 30 days before the annual expiration of the bond, confirmation from the surety that the bond will be renewed for the following year. Failure to timely provide this notice shall constitute an event of default under the Contract. Such a default may be remedied if the Contractor obtains a replacement bond that conforms to the requirements of the Contract and provides that replacement bond to the State prior to the expiration of the existing Performance Bond.
6. The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item.
7. After the first year of the Contract, the Contractor may request a reduction in the amount of the Performance Bond. The amount and the duration of the reduction, if any, will be at the Department’s sole discretion. If any reduction is granted, the Department’s shall have the right to increase the amount of the Performance Bond to any amount, up to the original amount, at any time and at the Department’s sole discretion.

### Acceptable security

Acceptable security shall be as described below, identified within and excerpted from COMAR 21.06.07:

1. Acceptable security for Proposal, performance, and payment bonds is limited to:
2. A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;
	1. A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;
	2. Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;
	3. An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer.

### Surety Bond Assistance Program

Assistance in obtaining bid, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFA). MSBDFA can directly issue bid, performance or payment bonds up to $750,000. MSBDFA may also guarantee up to 90% of a surety's losses as a result of a Contractor’s breach of Contract; MSBDFA exposure on any bond guaranteed may not, however, exceed $900,000. Bonds issued directly by the program will remain in effect for the duration of the Contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety’s exposure under the Contract. To be eligible for bonding assistance, a business must first be denied bonding by at least one surety on both the standard and specialty markets within 90 days of submitting a bonding application to MSBDFA. The applicant must employ fewer than 500 full-time employees or have gross sales of less than $50 million annually, have its principal place of business in Maryland or be a Maryland resident, must not subcontract more than 75 percent of the work, and the business or its principals must have a reputation of good moral character and financial responsibility. Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the state’s tax base. Applicants are required to work through their respective bonding agents in applying for assistance under the program. Questions regarding the bonding assistance program should be referred to:

Maryland Department of Commerce

Maryland Small Business Development Financing Authority

MMG Ventures

826 E. Baltimore Street

Baltimore, Maryland 21202

Phone: (410) 333-4270

Fax: (410) 333-2552

## 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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# Proposal Format

## Two Part Submission

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

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

## Proposal Delivery and Packaging

* + 1. Proposals delivered by facsimile and e-mail shall not be considered.
		2. Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.
		3. Offerors may submit Proposals through the State’s internet based electronic procurement system, eMMA.
		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. Offerors shall provide their Proposals in two separate envelopes through eMMA following the [Quick Reference Guides](https://procurement.maryland.gov/emma-qrgs/) (QRG) labelled “**5 - eMMA QRG Responding to Solicitations (RFP)**” for double envelope submissions.
		6. Two Part (Double Envelope) Submission:
1. Technical Proposal consisting of:
	1. Technical Proposal and all supporting material in Microsoft Suite 365,
	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
2. Financial Proposal consisting of:
	1. Financial Proposal entered into the price form spreadsheet within eMMA and all supporting material in 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**).

## 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).

* + 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”).
		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:
1. Title Page and Table of Contents (Submit under TAB A)

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

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

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

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

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

1. Executive Summary (Submit under TAB C)

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

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

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

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

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

1. Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)
	1. The Offeror shall address each RFP requirement (RFP **Section 2** and **Section 3**) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in **Section 2** and **Section 3** in order, and shall contain a cross reference to the requirement.
	2. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.
	3. The Offeror shall give a definitive section-by-section description of the proposed plan 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.
	4. The Offeror shall describe your knowledge about paternity, order establishment, current collections, and cases paying arrears and include detailed examples of how the Offeror intends to meet the Federal Performance requirements.
	5. The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State’s requirements as outlined in this RFP. The Contractor shall provide detailed information as to how the proposed locations are accessible to one or more of these transit services.
	6. 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**.
	7. Disaster Recovery and Security Model description - For hosted services, the Offeror shall include its DR strategy, and for on premise, a description of a recommended DR strategy.
	8. Each Offeror shall affirm that, if selected for award, they will attend the Post-Award Kick-Off Meeting (Section 3.1).
	9. The Offeror shall describe the factors that it uses to qualify its Key Personnel for recruitment, e.g., background checks, child support cases, etc. Offeror shall indicate whether it checks to see if the candidates have existing child support cases and whether the candidate is current with their payments. Offeror shall also describe the frequency with which background checks are conducted on its staff, the recommendation being that a consistent check is conducted.
	10. Offeror shall describe creative and best practices, and operational procedures it will implement to achieve the following:
	11. maximum disbursed collections
	12. maximum customer service
	13. minimum Undisbursed Collections
	14. The Offeror shall provide a Customer Service Plan for the entire Contract including how it plans to train its staff to handle difficult or challenging customers. The Customer Service Plan shall include the requirements as outlined in Section 6.2.4.
	15. The Offeror shall provide a Training Plan describing the various training that will be provided to Contractor’s staff that includes training to ensure accurate case management, keep errors to a minimum, and achieving of the minimum service levels.
	16. The Offeror shall describe its plan for continuous quality improvement with regard to outreach, case initiation, establishment, collection, compliance, education of the customer base, and regular public service announcements.
	17. The Offeror shall describe its case management strategy, including a description of its stratification processes that provides a prediction of the outcomes for Baltimore over the next five (5) years. The response should also specifically address how the Offeror will handle:
	18. compliance/collections in a high-volume jurisdiction
	19. unreported income and low-income families
	20. cases where the NCP is in the military or seafaring business
	21. bankruptcy case
	22. The Offeror shall describe its case closure routines, how these routines comply with Federal standards and how they are augmented by other recommendations the Offeror may have. The Offeror shall also describe the impact these routines will have on performance measures in the subsequent fiscal years.
	23. The Offeror shall describe its long arm processes and shall distinguish between Intergovernmental and intrastate processes. The Offeror shall also include a timeline for the handling of intrastate and Intergovernmental cases beginning with receipt of an inquiry to case closure.
	24. The Offeror shall describe its financial control measures to ensure financial security and an efficient and accurate cash and payment process. In the response, the Offeror shall describe in detail the processes in place to prevent employee dishonesty and theft.
	25. 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 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.

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

As part of the evaluation of the Proposal for this RFP, Offerors shall propose five (5) Key Personnel resources (see **Section 3.10.2**) 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. Describe how its proposed organizational structure will address employee retention and employee turnover, acquire staff whose qualifications meet or exceed those required of State employees performing similar job functions, and minimize the use of temporary staff to ensure consistency in workflow.
	6. If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.
1. Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and services 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.
1. 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 Preferred Qualifications (see RFP **Section 3.10**) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided goods and services, preferably 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. Incentives and penalties contained in the contract and the success rate of achievement of incentives; and
	4. Value, type, duration, and description of goods and services provided.

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

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

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

* 1. The State contracting entity;
	2. A brief description of the goods and services provided;
	3. The dollar value of the contract;
	4. The term of the contract;
	5. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
	6. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror’s level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

1. Financial Capability (Submit under TAB J)

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

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

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

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in **Section 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.

1. Subcontractors (Submit under TAB L)

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

1. Legal Action Summary (Submit under TAB M)

This summary shall include:

* 1. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
	2. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
	3. A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
	4. In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.
1. Technical Proposal - Required Forms and Certifications (Submit under TAB N)
	1. All forms required for the Technical Proposal are identified in Table 1 of **Section 7** – RFP Attachments and Appendices. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under TAB O.
	2. Offerors shall furnish any and all agreements and terms and conditions the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror’s services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents, including but not limited to any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master Agreement) and any AUP. The State does not agree to terms and conditions not provided in an Offeror’s Technical Proposal and no action of the State, including but not limited to the use of any such software, shall be deemed to constitute acceptance of any such terms and conditions. Failure to comply with this section renders any such agreement unenforceable against the State.
	3. For each service, hardware or software proposed as furnished by a third-party entity, Offeror must identify the third-party provider and provide a letter of authorization or such other documentation demonstrating the authorization for such services. In the case of an open source license, authorization for the open source shall demonstrate compliance with the open source license.
	4. A Letter of Authorization shall be on letterhead or through the provider’s e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old and must provide the following information:
		* 1. Third-party POC name and alternate for verification
			2. Third-party POC mailing address
			3. Third-party POC telephone number
			4. Third-party POC email address
			5. If available, a Re-Seller Identified

## 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.

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.

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# Evaluation and Selection Process

## Evaluation Committee

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

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

## Technical Proposal Evaluation Criteria

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

* + 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” will receive a lower ranking than those Proposals that address and demonstrate an understanding of the work requirements and include plans to meet or exceed them.

* + 1. Experience and Qualifications of Proposed Staff (See RFP **§ 5.3.2.G**)
		2. Offeror Qualifications and Capabilities, including proposed subcontractors (See RFP **§ 5.3.2.H**)
		3. Satisfaction of the Nonvisual Access requirements (See RFP § 4.33)
		4. Expertise and innovation reflected in the Customer Service Plan, the Training Plan, Case Initiation Plan, Paternity Establishment/Outreach processes, Compliance/Collection in high-volume jurisdictions, and Continuous Quality Improvement Plan.

## Financial Proposal Evaluation Criteria

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

## Reciprocal Preference

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

## Selection Procedures

### General

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

### Selection Process Sequence

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

**may only perform limited substitutions of proposed personnel as allowed in Section 3.11 (Substitution of Personnel**.

### Award Determination

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

## Documents Required upon Notice of Recommendation for Contract Award

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

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# RFP Attachments and Appendices

**Instructions Page**

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

For documents required as part of the Proposal:

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

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

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| Y | 5 Business Days after recommended award – However, suggested with Proposal | I | Non-Disclosure Agreement (Contractor) (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>)  |
| 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>))  |
| N | 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 | n/a | 2 | IRS Visitor Log |
| Y |  | 3 | Customer Service Report Data Elements |
| Y |  | 4 | DHS Automated System Security Requirements |
| Y |  | 5 | Information Technology Non-Visual Access Standards |
| Y |  | 6 | Safeguarding of Information from the United States Internal Revenue Service |
| Y |  | 7 | UDC Reports and Codes |
| Y |  | 8 | DHS Applications Platform |
| Y |  | 9 | Annual Internal Revenue Service Employee Awareness |
| Y |  | 10 | PC Configuration Standards |
| Y |  | 11 | Quality Review Standards |
| Y |  | 12 | Payment Incentive Program |
| Y |  | 13 | Application Form 980 |
| Y |  | 14 | Automated System Descriptions  |
| Y |  | 15 | BCOCSS Caseload by Zip Code Data |
| Y | 5 Business Days after recommended award | 16 | Performance Bond (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-z-Performance-Bond.dotx>) |
| Y |  | 17 | Criminal Background Check Affidavit |
| Y | With Proposal | 18 | Offeror Information Sheet (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf>)  |
| **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 |

1. Pre-Proposal Conference Response Form

**Solicitation Number CSA/PR-24-001-S**

Privatization of Child Support Services in Baltimore City

A Pre-Proposal conference will be held on August 17, 2023 at 11:00 am.

Please return this form by August 16, 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* |  |

1. Financial Proposal Instructions & Form

B-1 Financial Proposal Instructions

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal 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.

1. Proposal Affidavit

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

1. Minority Business Enterprise (MBE) Forms

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

This solicitation includes a Minority Business Enterprise (MBE) participation goal of 25 percent and all of the following subgoals:

 10%  percent for African American-owned MBE firms;

       percent for Hispanic American-owned MBE firms;

       percent for Asian American-owned MBE firms;

  7% \_ percent for Women-owned MBE firms.

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

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

This solicitation includes a VSBE participation goal of 5%.

1. Maryland Living Wage Affidavit of Agreement for Service Contracts

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

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

B. The Living Wage Law does not apply to:

(1) A Contractor who:

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

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

(2) A subcontractor who:

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

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

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

(3) Service contracts for the following:

(a) Services with a Public Service Company;

(b) Services with a nonprofit organization;

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

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

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

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

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

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

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

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

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

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

1. Federal Funds Attachments

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

1. Conflict of Interest Affidavit and Disclosure

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

1. Non-Disclosure Agreement (Contractor)

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

1. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

1. Mercury Affidavit

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

1. Location of the Performance of Services Disclosure

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

1. Contract

DEPARTMENT OF HUMAN SERVICES (DHS)

CHILD SUPPORT ADMINISTRATION (CSA)

“PRIVATIZATION OF CHILD SUPPORT SERVICES IN BALTIMORE CITY”

CSA/PR-24-001-S

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

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

1. Definitions

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

1.1 “COMAR” means Code of Maryland Regulations.

1.2 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is (Contractor’s FEIN), and whose eMaryland Marketplace 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 PRIVATIZATION OF CHILD SUPPORT SERVICESIN BALTIMORE CITY Solicitation # CSA/PR-24-001, 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 Appendix A-D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Appendices, the terms of the Contract shall control. If there is any conflict among the Appendices, the following order of precedence shall determine the prevailing provision:

Appendix A – The RFP

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

Appendix C – The Technical Proposal

Appendix 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 Section13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, $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).

25.4. *Self-Assessment*. The Contractor shall cooperate with the CSA Self-Assessment Review Team and make available all requested case files, documents and information for review. The Contractor shall also respond to any request, either written or verbal, within the timeframes established by CSA.

26. Compliance with Laws

The Contractor hereby represents and warrants that:

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

27. Cost and Price Certification

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

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

28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State’s sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, appendices, 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 be unlimited.

(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:

Jarnice Johnson

Department of Human Services

311 W. Saratoga Street, 3rd Floor

Baltimore, MD 21201Phone Number: 410-767-8661

E-Mail: Jarnice.Johnson@maryland.gov

With a copy to:

Sang Kang

Department of Human Services (DHS)

311 W. Saratoga Street, Room 940-R

Phone Number: 410-767-7404

E-Mail: sang.kang@maryland.gov

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

<<39.>>1 The Contract requires the Contractor to comply in good faith with the MBE Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not comply in good faith with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

<<39.>>2 Therefore, upon issuance of a written determination by the State that the Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Contractor shall pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

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

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

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

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

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

<<39.>>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 appendices that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. (Corporate name of Contractor’s Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor’s Parent Company) further agrees that if the State brings any claim, action, lawsuit or proceeding against (Contractor), (Corporate name of Contractor’s Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

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

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

HIPAA clauses do not apply to this Contract.

<<43.>> Hiring Agreement

<<43.>>1 The Contractor agrees to execute and comply with the enclosed Maryland Department of Human Services (DHS) Hiring Agreement (Attachment O). The Hiring Agreement is to be executed by the Offeror and delivered to the Procurement Officer within ten (10) Business Days following receipt of notice by the Offeror that it is being recommended for Contract award. The Hiring Agreement will become effective concurrently with the award of the Contract.

<<43.>>2 The Hiring Agreement provides that the Contractor and DHS will work cooperatively to promote hiring by the Contractor of qualified individuals for job openings resulting from this procurement, in accordance with Md. Code Ann., State Finance and Procurement Article §13-224.

<<44.>> Limited English Proficiency

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

SIGNATURES ON NEXT PAGE

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

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

1. Contract Affidavit

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

1. 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:

1. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet.
2. Access – The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.
3. Application Program Interface (API) – Code that allows two software programs to communicate with each other.
4. AWS – Amazon Web Services
5. Arrearage – Unpaid child support owed by the obligor. If the obligor has arrearages, the obligor is said to be “in arrears.”
6. BCOCSS – Baltimore City Office of Child Support Services
7. BCP – Business Contingency Plan
8. 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).
9. Case – A Case typically includes an oblige, dependent(s), and an obligor. Every child support Case has a unique ID number, names and identifying information about its members, and Case record.
10. Case Record – Hard copy and electronic files documenting the history and actions taken in a child support case.
11. Central Registry – A centralized unit, maintained by every state subject to Title IV-D of the Social Security Act which is responsible for receiving, distributing, and responding to inquiries on intergovernmental cases.
12. Child Support Administration (CSA) – The unit within DHS that administers the child support program for Maryland based on federal and state regulations. See 45 C.F.R. Part 300 and COMAR Title 07.
13. Child Support Enforcement Network (CSENet) - A federal telecommunications network that transfers detailed information between states’ automated child support systems.
14. Child Support Program (Program) - The Child Support Program is a federal/state/tribal/local partnership to help families by promoting family self-sufficiency and child well-being, codified in 45 C.F.R. Part 300.
15. Child Support Management System (CSMS) - 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).
16. Child Support First - A program administered at the local Departments of Social Services (DSS) wherein Temporary Assistance for Needy Families (TANF) applicants are required to initiate a child support Case when the applicant applies for TANF/Temporary Cash Assistance (TCA).
17. Child Support Guidelines - A standard calculation established in the Maryland Code for setting child support obligations based on the income of the parent(s) and other factors as determined by federal regulation or state law.
18. Code of Federal Regulations - The federal codification of the general and permanent rules published in the Federal Registry by the executive departments and agencies of the federal government.
19. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
20. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment M**.
21. Contract Commencement - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. **See Section 1.1**.
22. 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 Child Support Administration may change the Contract Monitor at any time by written notice to the Contractor.
23. Contractor – The selected Offeror that is awarded a Contract by the State.
24. 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.
25. Cooperative Reimbursement Agreement (CRA) - Written agreements entered into and between CSA and appropriate court and law enforcement agencies for the purpose of assisting the BCOCSS in establishing, enforcing, and modifying child support and medical support obligations. In addition, these agreements provide for reimbursing the court and law enforcement officials for these services.
26. Cost Effectiveness **-** BCOCSS’ cost-effectiveness performance level for a fiscal year is equal to the total amount of IV-D support collected and disbursed or retained, as applicable during the fiscal year, divided by the total amount expended during the fiscal year, as determined under [§§ 305.2](https://www.ecfr.gov/current/title-45/part-305/section-305.2) and [305.32](https://www.ecfr.gov/current/title-45/part-305/section-305.32).
27. Customer Service Center (CSC) - A toll-free call center operated by the Department of Human Services (DHS) that handles DHS customer inquiries, including those from customers of the BCOCSS.
28. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
29. Day(s) - Unless otherwise stated, a Day shall mean a business day, excluding State Holidays.
30. DHS - Maryland State Department of Human Services. Maryland’s fourth largest State agency, established to administer the State’s public assistance, social services, child support, and community services programs.
31. Disbursed Collections - Child support payments that have been sent to the payee.
32. Data Reliability Audit (DRA)- An annual audit that is conducted by the federal Office of Child Support Enforcement (OCSE) to ensure that data reported for federal incentive payments are accurate.
33. DRP – Disaster Recovery Plan
34. Eligibility and Enrollment (E&E) System - A web-based application that supports the Family Investment Administration (FIA) to calculate and determine financial eligibility for public assistance programs, such as SNAP (Supplemental Nutrition Assistance Program), TANF (Temporary Assistance for Needy Families), and other assistance programs.
35. eMMA – eMaryland Marketplace Advantage (see RFP **Section 4.2**).
36. Enforcement - The application of remedies to obtain payment of a child or medical support obligation contained in a child and/or spousal support order. Examples of remedies include garnishments of wages, seizure of assets, suspension of state-issued licenses, and denial of U.S. passports.
37. Enterprise Content Management System (ECMS) - DHS’s Document storage and retrieval system used to electronically store Case documents.
38. 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.
39. Family Investment Administration (FIA) - A unit of DHS that administers the TANF Program otherwise known in Maryland as the Temporary Cash Assistance (TCA) Program pursuant to 45 C.F.R. Part 200 and COMAR 07.03.
40. Federal Fiscal Year (FFY) - The federal accounting period for budget and federal reporting purposes that runs from October 1 of one calendar year through September 30 of the next calendar year.
41. Federal Parent Locator Service (FPLS) - A computerized national location network operated by the federal Office of Child Support Enforcement. FPLS obtains address and employer information, as well as data on child support cases in every state, compares them and returns matches to the appropriate states. This helps state and local child support agencies locate noncustodial parents and putative fathers for the purpose of establishing and enforcing child support obligations, investigating parental kidnapping, and processing adoption or foster care cases. The expanded FPLS (eFPLS) includes the Federal Case Registry (FCR) and National Directory of New Hires (NDNH).
42. Foster Care - A federal-state program which provides Title IV-E financial support to a person, family, or institution that is raising a child or children that are not their own.
43. Genetic Testing - Analysis of inherited factors to exclude or determine paternity.
44. Go-Live Date - The date, as specified in the Notice to Proceed, when the Contractor must begin providing all services required by this solicitation. See **Attachment M**
45. Hot Calls- A phone call transferred from the CSC because a priority work order had not been answered or the call otherwise met criteria justifying immediate transfer. A hot call shall be responded to the customer by BCOCSS within one (1) business day.
46. Income Withholding - A procedure by which scheduled payments are automatically deducted from income to pay child support. Income withholding is often incorporated into the child support order and may be voluntary or involuntary.
47. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
48. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
49. Intergovernmental Cases - Cases in which the dependent child and noncustodial parent (NCP) live in different states, or where two or more states are involved in providing in child support services.
50. 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**.
51. License Suspension - An administrative remedy that is used to enforce a child support obligation. This includes any state issued license, such as a driver’s or professional license.
52. 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.
53. 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.
54. MBE Liaison - State agency staff whose primary role is to make sure that, through all phases of the procurement and contracting process, all parties understand the MBE-related rights and responsibilities associated with being a prime contractor of MBE subcontractor. The Contractor and its MBE subcontractors shall provide the MBE Monthly Reports, based upon the commitment to the goal, to the MBE Liaison and State Project Manager. See **Section 3.12**
55. MDM - Master Data Management system is the Client Database that will be the enterprise on the AWS platform.
56. MD THINK - Maryland Total Human-services Integrated Network
57. Misapplied Payments - Payments distributed incorrectly. Recoupment procedures may be employed to recover such payments.
58. National Medical Support Notice (NMSN) - Two-part notice sent to employers from a local child support agency. Its purpose is to require an employer of a parent who has been ordered to provide health insurance for a child(ren) to enroll the child(ren) in an employer sponsored health plan when available.
59. NON-TCA Case - A child support case where the parties are not participating in Maryland’s TCA Program.
60. Non-IV-D Case - A case in which CSA is providing collection and disbursement services only for spousal or alimony cases in which no child support is provided.
61. 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.
62. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, and Task 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.
63. NTP Date – The date specified in a NTP for work on Contract, project, Task Order to begin.
64. Obligee - The parent who has primary care, custody, or control of the child and has the right to receive child support; also referred to as custodial parent.
65. Obligor - The parent who does not have primary care, custody, or control of the child, and has an obligation to pay child support; also referred to as noncustodial parent (NCP).
66. Offeror – An entity that submits a Proposal in response to this RFP.
67. Office of Child Support Enforcement (OCSE) - The office that administers the Child Support Enforcement Program at the federal level. The Child Support Program is authorized and defined by federal regulation and law (see Title 45 of the Code of Federal Regulations, Part 300 and Title IV-D of the Social Security Act).
68. Office of the Inspector General (OIG) - The State agency that is responsible for conducting financial/compliance and performance audits.
69. Office of Legislative Audits (OLA) - Part of the Maryland General Assembly’s [Department of Legislative Services](http://dls.state.md.us/). OLA conducts audits and evaluations of Maryland State government agencies and local school systems.
70. Office of Special Counsel (OSC) - Personnel, including attorneys who are employed by the Office of the Attorney General, who provide legal representation to the CSA.
71. Office of Technology for Human Services (OTHS) - The Department’s information technology unit that is responsible for design, development, implementation, enhancements, and ongoing maintenance and support of DHS’s computer systems and applications.
72. 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.
73. 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.
74. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.
75. 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.
76. Putative Father - The person alleged to be the father of the child who has not yet admitted paternity or been legally declared to be the father.
77. Qlik - This is a CSMS integrated product and will have both global and local document generation as well as report queries.
78. Query Interstate Cases for Kids (QUICK -Federal web-based program that allows states to review other states’ case information in real time.
79. Remote Work Site- An employee work location that is any other place outside of the traditional office building or campus
80. Request for Proposals (RFP) – This Request for Proposals issued by the Child Support Administration with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
81. 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.
82. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.
83. 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.
84. Service Level Agreement (SLA) - Commitment by the Contractor to the Child Support Administration that defines the performance standards the Contractor is obligated to meet.
85. 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.
86. 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.
87. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this RFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document.
88. State – The State of Maryland State Disbursement Unit (SDU) - The single site within CSA where all child support payments are processed.
89. State Parent Locator Service (SPLS) – The requirement for each state to “maintain” a state level PLS system, to provide location information to authorized persons for authorized purposes.”  A system that locates noncustodial parents in order to establish and enforce child support obligations, or to establish paternity.
90. State Project Manager (SPM) - The State representative for this Contract who is primarily responsible for Contract administration day to day functions, including issuing approved written direction, invoice submission for approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, including deliverables, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope.
91. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
92. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
93. 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.
94. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
95. 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.
96. Temporary Cash Assistance (TCA) - TCA is Maryland’s program under the Federal Temporary Assistance to Needy Families (TANF) Program, providing cash benefits to low-income families.
97. Title IV-D (IV-D) - That portion of the United States Code Annotated, Title 42, Chapter 7 (the “Social Security Act”), that governs the Child Support Program.
98. Title IV-D case - A child support case where at least one of the parties, either the obligee or the obligor, has requested or received child support services from the State’s IV-D agency. A IV-D case is comprised of an obligee, obligor, and dependents.
99. Title IV-E (IV-E) - That portion of the Social Security Act, which establishes a federal-state program known as Foster Care, that provides financial support to a person, family, or institution that is raising a child or children that is or are not their own. The funding for IV-E Foster Care programs is primarily from federal sources.
100. 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.
101. Undistributed Collections (UDC) – Child Support payments that have been collected, but not distributed for disbursement to the payee. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
102. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements. 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.
103. 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.
104. VSBE Administrator - State agency staff designated by the agency to receive the monthly VSBE reports. The Contractor and its VSBE subcontractors shall provide the VSBE Monthly Reports, based upon the commitment to the goal, to the VSBE Administrator and State Project Manager (see **Section 3.13**).
105. Work Order– An electronic referral from the CSC requiring a response within a specified time frame. There are (3) types of work orders as listed below:
106. Emergency - requires a response within 24 hours,
107. Priority – requires a response within 48 hours,
108. Regular- requires a response within 10 days.

Appendix 2. – IRS Visitor Log

**Solicitation Number: CSA/PR-24-001-S**

Visitor access logs shall be maintained at all local CSE agencies. According to IRS Publication 1075 Section 4.3.2, the visitor access log must contain the following information:

·         Name and organization of the visitor

·         Signature of the visitor

·         Form of identification

·         Date of access

·         Time of entry and departure

·         Purpose of visit

·         Name and organization of person visited

Note: Customer information on the access log must be protected from disclosure under COMAR; a customer should not be able to see information pertaining to other customers. The log must therefore be protected from view of the customer. The log should be completed by CSE front desk staff. The local office must still obtain identification (ID) and the signature of the visitor, which can be on a separate piece of paper; the front desk staff must compare the signature with that on the ID.

| Date | Name & Org. of Visitor | Form of Identification of Visitor | Purpose of Visit | Name & Org. of Person Visited | Time of Entry | Time of Departure | Signature of Visitor |
| --- | --- | --- | --- | --- | --- | --- | --- |
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Appendix 3. – Customer Service Report Data Elements

**Solicitation Number: CSA/PR-24-001-S**

The report shall include, at a minimum, the following elements:

1. Statistical data related to Intake/Establishment and Enforcement.
2. Performance details for the four measured areas.
3. The number of walk-in customers seen at the Contractor’s facilities.
4. Track all inquiries and or correspondences via email or in-person.
5. Total number of full-time and part-time staff identifying those accessing the Department of Labor wage information those added and deleted.
6. The subcontractors percentage goals and progress.
7. Customer Service work orders identifying the number received, resolved and overdue. Each work order shall be identified by type (i.e., Hot Calls, Priority, Regular Work Orders, correspondence and in-person).
8. Statistical data for the Non-Custodial Parent Employment Program (NPEP)
9. Statistical data of cases referred to court or Office of Special Counsel (OSC)
10. Pending Task Items
11. Status update for Mandatory Reports

**\*** **The State reserves the right, at its sole discretion and at any time, to perform an audit or request reports regarding the Contractor’s performance under this Contract**.

Appendix 4. – DHS Automated System Security Requirements

**Solicitation Number: CSA/PR-24-001-S**

**DHS AUTOMATED SYSTEM**

**SECURITY REQUIREMENTS**

**SECURITY PERSONNEL DESIGNATION**

In order for an adequate level of security to exist in the DHS application systems, the agencies data security structure has been developed. The access procedure begins with the Contractor supervisors overseen by the DHS supervisors and ends with the DHS Security Officers of the OIM/DSD. This structure is intended to provide a systematic means for staff to protect data and to gain the proper level of access to DHS’s automated systems.

THE FOLLOWING OUTLINES THE RESPONSIBILITIES OF EACH OF THE KEY SECURITY RELATED POSITIONS IN DHS.

CONTRACTOR SUPERVISORS’ RESPONSIBILITIES:

To determine the appropriate security level(s) for each of his/her employees.

To complete and forward the appropriate security transaction form(s) to security monitor when an employee needs to be added to or deleted from a system; have his/her system access level modified; or have a name changed. All forms need to be sent to the security monitor within five (5) working days of the personnel action.

To ensure the accuracy and completeness of forms.

To review at least annually (usually at the employee’s annual performance review or when an employee’s job responsibilities changes) the employees’ current job duties and compare them to the employee’s current security access level to determine if any modification(s) is needed.

To communicate when necessary or at least annually to his/her employee’s and others of the need for keeping DHS’s data confidential and their password(s) a secret.

To adhere to the security matrix to ensure for a proper separation of duties. If staffing levels prohibit strict adherence to the matrix then to implement a strong supervisory review of employee’s activity to prevent fraud from occurring.

To make sure that their employees receive all needed information in regards to protecting the confidentiality of DHS’s data and secrecy of their password(s).

**DHS AUTOMATED SYSTEM**

**SECURITY REQUIREMENTS**

**DHS Employee’s Responsibilities:**

To keep his/her password a secret and DHS’ data confidential.

1. To report any system access problem(s) to his/her Security Monitor or supervisor immediately.
2. To read, sign, and abide by the Security Acknowledgment/Advisory Form.

**Security Monitor’s Responsibilities:**

To expeditiously review forms (for accuracy and completeness), to sign and forward appropriate security transaction form(s) to the DSD whenever an employee needs to be added to or deleted from a system; have his/her system access level modified; or have his/her name changed. Security monitors are the only staff members authorized to forward Security Transaction Form(s) to the DSD or to inquire about their status.

To notify the supervisor and/or the end user of the status of his/her security access request.

To report all access problems to the DHS System Support Center or to a DHS Security Officer. Security monitors are the only staff members authorized to call in the DHS System Support Center or a DHS Security Officer concerning system access problems.

1. To remind supervisors to forward all security access transaction forms to the security monitors within three (3) day of an employee entering or leaving a unit or local department.
2. To remind supervisors to monitor an employee’s security access levels for appropriateness to their job responsibilities.
3. To communicate as needed or at least annually to supervisors, staff, and others the requirement that DHS’s data is to be kept confidential and that the passwords are to be kept a secret.
4. To serve as a liaison between the Local Department and the DSD.
5. To review and disseminate all Data Security Policies and Procedures. Primary security monitors must distribute all Security Alerts and other security related information to secondary security monitors.
6. To ensure that the current versions of security transaction forms are being utilized.
7. To attend any scheduled security monitor briefings and training sessions.
8. To ensure adherence to all policies and procedures concerning security access requests.

**DHS AUTOMATED SYSTEM**

**SECURITY REQUIREMENTS**

**LDSS, Modals and Privatization Contractor** **Responsibilities:**

1. To appoint a responsible and conscientious person as the security monitors.
2. To expeditiously (within ten (10) working days) complete, sign, and forward the appropriate security transaction forms to the DSD whenever an employee needs to be appointed or deleted as a security monitor.
3. To expeditiously (within ten (10) working days) notify the DSD of any change in physical location, address, fax number, or voice number of a security monitor.
4. To remind staff as needed or at least annually of the requirement that staff keep DHS’s data confidential and their passwords a secret.
5. To remind supervisors as needed or at least annually (usually at the employee’s annual performance review) to review employee’s current job duties and compare them to the employee’s current security access level to determine if any modification is needed.
6. To remind supervisors, security monitors, and staff to follow all rules, guidelines, and deadlines as specified by policies or management.

**OIM/DSD Responsibilities:**

1. To review and process all security transaction requests within seven (7) working days of receipt.
2. To notify security monitors within fourteen (14) working days in writing or by electronic mail when his or her security requests are completed.
3. To respond to valid verbal security related inquiries within two (2) working days and/or valid written security related inquiries within five (5) working days.
4. To conduct periodic security meetings and training sessions for security monitors, DHS supervisors, and other staff members as necessary.
5. To review, revise, and enforce current security policies and to implement or develop new ones.
6. To maintain the Information Systems Security Handbook and the Standards and Procedures Manual.
7. To remind security monitors and other staff members of the requirement to delete unnecessary logon-ids and to supply security monitors with periodic logon-id listings for review and maintenance.

**DHS AUTOMATED SYSTEM**

**SECURITY REQUIREMENTS**

1. To review and investigate security violation reports from the ADC and IBM/GS.
2. To communicate to staff members and others when necessary or at least annually the requirement that they keep DHS’s data confidential and their passwords a secret.
3. To remove unnecessary logon ids from DHS’s automated systems and to periodically review the necessity of high level logon ids’ access.

Appendix 5. – Information Technology Non-Visual Access Standards

**Solicitation Number: CSA/PR-24-001-S**

### The State of Maryland

###  Information Technology Non-Visual Access Standards

###  All following standards should be incorporated to the fullest extent possible for Information Technology. The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the following standards that have been incorporated into the regulations.

###  The purpose of the standards is to: (1) Establish definitions, scope, and construction common to the Department of Budget and Management Statewide management of information technology in nonexempt units of the Executive Branch of State government; and (2) Set forth uniform standards for the procurement of non-visually accessible information technologies and the provision of non-visually accessible information technology services.

###  Comparison to Federal Standards

###  As noted in the published regulations, there is a corresponding federal standard(s) to the action, but the actions noted herein are not more restrictive or stringent.

###  17.06.02 Information Technology Non-Visual Access Standards

###  *Authority: State Finance and Procurement Article Section §§3-410(d) and 3-413, Annotated Code of Maryland*

### 01 Purpose.

A. The purpose of this chapter is to implement State Finance and Procurement Article, §3A-303(5), Annotated Code of Maryland.

B. This chapter sets forth uniform non-visual access standards to be used in the procurement of information technology and the provision of information technology services by or on behalf of agencies.

**.02 Scope**

**A.** Pursuant to State Finance and Procurement Article, §3A-311(b), a unit is permitted to purchase information technology and provide information technology services that are not non-visually accessible if (i) the information technology is not available with non-visual access because the essential elements of the information technology are visual and non-visual equivalence cannot be developed; or (ii) the cost of modifying the information technology for compatibility with software and hardware for non-visual access would increase the price of the procurement by more than 5 percent. However, information technology and information technology services shall be obtained, whenever possible, without modification for compatibility with software and hardware for non-visual access. (\*see Note, below) Pursuant to [**COMAR 21.05.08.05B**](http://www.dsd.state.md.us/comar/comarhtml/21/21.05.08.05.htm), the procurement officer must make a determination if the non-visual access clause is not required.

The Department of Information Technology recommends that a solicitation obtain two prices from each bidder/offeror in the procurement of information technology or the provision of information technology services if the information technologies being procured are not compliant with the standards adopted in COMAR 14.33.02. The first price would provide the base costs without modification for compatibility with software and hardware for non-visual access, and the second price would include the costs for modifying the information technologies for compatibility with software and hardware for non-visual access.

Further, the Department of Information Technology recommends that in instances where the procurement officer determines that an exception condition exists, agencies obtain a written statement from the fulfilling vendor, and retain the statement, that either:

1. The information technology is not available with non-visual access because the essential elements of the information technology are visual and non-visual equivalence cannot be developed; or
2. The cost of modifying the information technology for compatibility with software and hardware for non-visual access would increase the price of the procurement by more than 5 percent.

\*Note: Md. Ann. Code, State Fin. & Proc. §3A-311(b)(2), providing that subsection (a)(4) is excepted from the circumstances when the non-visual access clause is not required.

**(b) and (c) Incidental to a Contract**

As an example, a firm that produces a report for a State agency under a contract would not have to procure accessible computers and word processing software even if they were used exclusively for the contract. However, compliance would be required if such IT products become State property as contract deliverables where the State agency purchased an IT product to be used by the contractor as part of the project. All IT deliverables must be non-visually accessible unless an exception applies.

**(d) Installation at State Employee’s Workstation**

COMAR 14.33.02 should not be understood to require agencies to install accessibility-related software or an assistive technology device at a State employee’s workstation if the

State employee is not an individual with a disability. However, such a condition may arise under application of other law not addressed within the scope of COMAR 14.33.02.

**(e) and (f) Access to the Public**

Agencies that provide access to public documents through an existing Internet site or portal may continue to use the existing Internet site and procedures for access if the Internet site is non-visually accessible. COMAR 14.33.02 should not be understood to:

1. Require agencies to purchase non-visually accessible information technologies for access or use by individuals with disabilities at places other than where the information technologies are usually provided to the public;
2. Provide non-visually accessible information technologies to the public at places other than where the information technologies are usually provided to the public; or
3. Waive an obligation of a State agency to provide information or data under other requirements of the law.

**.03 Application**

**(a) General Applicability**

This regulation sets forth the general application of the non-visual access standards. Except for information technologies incidental to a contract, all information technologies, including services that are procured, used, maintained, developed or provided by or on behalf of non-exempt units of the Executive Branch of State government will be non-visually accessible.

**(b) Applied to IT Procured or Developed**

The regulation clarifies the procurement conditions under which compliance with the non-visual access standards is required. That is, agencies within the scope of these regulations procure information technologies, including services, that are compliant with COMAR 14.33.02 when the technologies are either available in the commercial marketplace or are developed in response to State government solicitation.

**(c) Procure Products that Best Meet the Standards**

In general, most information technology products will not meet compliance with all of COMAR 14.33.02. That said, agencies should procure products that best meet the standards. It is recommended that the agency procurement officer make a selection decision upon consultation with agency information technology subject matter experts or end-users as needed. However, if a commercially available technology (that is not otherwise accessible) can be made non-visually accessible through modification or the use of assistive or adaptive products without increasing the price of the procurement by more than 5 percent, an Agency must use such modifications or assistive or adaptive products.

**(d) Alternative Designs or Technologies**

Programmers designing agency information technologies are not limited to the standards promulgated in COMAR 14.33.02, but may select alternative designs or technologies so long as the end result would be State information technologies substantially equivalent or providing even greater access for people with visual disabilities. An Agency may not use an alternate method if the end result is information technologies or services that are less accessible than the technologies or services would be if the standards of COMAR 14.33.02 were followed. These regulations are not designed to foreclose other means of providing non-visual access but to encourage equivalent access. Agencies or others are encouraged to suggest to the Department of Information Technology other standards that will provide equivalent access for review and possible inclusion in future revisions of this subtitle.

**.04 Software Applications and Operating Systems in General**

'C.F.R. means the Code of Federal Regulations.

Software applications and operating systems shall be considered non-visually accessible if the products meet the requirements of 36 C.F.R. **§**1194.22**,** which is incorporated by reference herein.

**.05 Web-based Intranet and Internet Information and Applications**

Web-based intranet and internet information and applications shall be considered non-visually accessible if the products meet the requirements of 36 C.F.R. **§**1194.22**,** which is incorporated by reference herein.

**.06 Telecommunications and Interconnected Network Equipment and Services**

**(a) Integrated for Visual Information by Non-visual Means**

"Telecommunications" means the transmission of information, images, pictures, voice or data by radio, video or other electronic or impulse means. "Interconnected network services" means the support of direct or indirect facilities for telecommunication and computer connections such that telecommunications operate in a reliable and secure manner.

The intent of the regulation is to ensure that State telecommunications and networks used by individuals who are not blind or visually impaired are compatible with, and capable of receiving, recovering and distributing graphics, forms and other visual information by means specified in, non-visual accessibility features of State information technologies.

**(b) PDAs and Mobile Phone Systems**

"Mobile phone systems" means analog or digital telephonic transmission hardware and software.

The intent of the regulation is to ensure that mobile telecommunications devices and systems deliver text to end-user devices and that the end-user devices convert the delivered text to good quality synthesized speech. Good quality synthesized speech, utilizing either concatenative synthesis or parameterized modeling, includes:

* Accurate spectral voice properties;
* Reasonable dynamic range;
* Constant volume;
* Filtered side-effects of speech (such as pops); and
* Accurate segmentation and voice definition.

**(c) Information Delivery**

This provision prohibits products from stripping out non-visual accessibility information or requires the information to be restored at the end point. The provision was written broadly enough to ensure that it will apply to evolving technologies.
<http://www.access-board.gov/sec508/guide/1194.23.htm>

**(d) Mechanically Operated Controls or Keys**

This guidance has been excerpted from federal implementation guidelines for Section 508 Standards. [http://www.access-board.gov/sec508/guide/1194.23.htm#(j)](http://www.access-board.gov/sec508/guide/1194.23.htm#(j). Minor changes to the federal guidelines may have been made in order to comply with Maryland regulations.

**What products are generally covered under this provision?**
This provision only applies to products that have mechanically operated controls or keys, such as standard telephone keypads and computer keyboards. It is not intended to apply to touch-screens.

**What is meant by 'tactilely discernible'?**
Individual keys must be identifiable and distinguishable from adjacent keys by touch. Compliance with this provision can be accomplished by using various shapes, spacing, or tactile markings. The normal desktop computer keyboard, for example, would meet this provision because the tactile marks on the "j" and "f" keys permit a user to locate all other keys tactilely. Many phones also have a raised dot on the number 5 button, enabling them to orient their fingers around the 12 keys. In addition, the physical spacing of the function, "numpad" and cursor keys make them easy to locate by touch.

Because touch is necessary to discern tactile features, this provision requires keyboards to enable touch that does not automatically activate a function based on mere contact. Fortunately most keyboards require some pressure on individual keys in order to enable a keystroke.

However, "capacitance" keyboards would not meet this provision because they react as soon as they are touched and have no raised marks or actual keys. A "membrane" keypad with keys that must be pressed can be made tactilely discernible by separating keys with raised ridges so that individual keys can be distinguished by touch.

**What is meant by "status of controls" and why do people need that information?**
This provision requires the status of toggle controls, such as the "caps lock" or "scroll lock" keys to be identifiable by either touch or sound, in addition to visual means. For example, adding audio patterns, such as ascending and descending pitch tones that indicate when a control is turned on or off, would alleviate the problem of a person who is blind inadvertently pressing the locking or toggle controls. Also, buttons which remain depressed when activated and switched with distinct positions may meet this provision.

**.07 Video and Multimedia Products**

**(a) Audio Described Training and Informational Media**

This guidance has been excerpted from federal implementation guidelines for Section 508 Standards. <http://www.access-board.gov/sec508/guide/1194.24.htm>. Minor changes to the federal guidelines may have been made in order to comply with Maryland regulations.

**What is a multimedia production?**
The term "multimedia productions" refers to productions that present information in more than one sensory mode, e.g., both audibly and visually. For instance, streaming video with a soundtrack is a multimedia production. A show broadcast through a radio station is

audio only and therefore not covered by this captioning requirement. However, the procurement of information technology necessary to operate the radio station would be covered under the standard.

**What does it mean for a video or multimedia production to "support the agency’s mission?"**
Video and multimedia products that "support the agency’s mission" are generally required to be captioned and audio-described. For instance, a training film regarding how agency personnel should determine an applicant’s eligibility for benefits, is a training production that supports the agency’s mission. A video of a retirement celebration, on the other hand, would not be "in support of an agency's mission" and is not covered by these provisions.

Raw videotaped footage recorded by a field investigator to document a safety violation could be considered a film "in support of an agency’s mission". However, it is not a "production" and therefore does not need to be captioned or audio described. On the other hand, if such footage were subsequently incorporated into agency training or an informational presentation, it would have to be captioned and audio described.

**When are captioning and audio descriptions required?**
Captioning and audio descriptions are only required to be provided when important to understand the audio or visual components of a video or multimedia production. That is, even if a production "supports the agency’s mission," only those audio portions that are necessary for the comprehension of the production’s content need to be captioned.

Ex: A videotaped lecture would need to capture the lecturer’s words in captions if it is intended to be used for future training, but the captions need not also relate that students’ chairs were squeaking or that the door at the back of the room was closing loudly as people exited.

Similarly, only those visual portions that are necessary for the comprehension of the production’s content need to be audio described.

Ex: A videotaped lecture would need to include an audio description of graphics the lecturer draws on a chalkboard to illustrate a point, but would not need to include an audio description of the strictly verbal portion of the lecture.

**(b) Audio Descriptions**

This guidance has been excerpted from federal implementation guidelines for Section 508 Standards. <http://www.access-board.gov/sec508/guide/1194.24.htm>. Minor changes to the federal guidelines may have been made in order to comply with Maryland regulations.

**Does this provision apply differently to audio description than it does to captioning?**
Audio description on VHS format videos is permanently encoded and is always "on." CD-ROMs, DVDs, and other digital forms of multimedia can support alternate audio channels for audio description. Using SMIL (Synchronized Multimedia Integration Language) or other emerging technologies, audio description will likely be more easily integrated into digital multimedia presentations in the near future.

Another point bundled in this provision relates to difficulty users have reported with independently enabling audio description. The means of choosing alternate tracks for audio description varies by the medium, but usually involves selection from an on-screen menu. Therefore those menus must be made audible or otherwise readily selectable so that people with visual disabilities can independently gain access to audio descriptions.

**.08 Self Contained, Closed Products**

**(a) Accessible Without Attachments**

This guidance has been excerpted from federal implementation guidelines for Section 508 Standards. <http://www.access-board.gov/sec508/guide/1194.25.htm>. Minor changes to the federal guidelines may have been made in order to comply with Maryland regulations.

**What are self contained, closed products?**
Self contained closed products generally have embedded software and are commonly designed in such a fashion that a user cannot easily attach or install assistive technology. For example, one could attach a screen reader to a computer to meet the standard but one would not be expected to attach a screen reader to a copier machine. A copier machine is an example of a self-contained, closed product. Other examples include, calculators, fax machines, information transaction machines, and information kiosks. Unlike other provisions which allow a product to meet the standards by being compatible with assistive technology, this provision requires self contained, closed products to contain built-in accessibility.

**(b) Touch Screens or Contact-Sensitive Controls**

Note: The referenced COMAR is:

1. Controls and keys are tactilely discernable without activating the controls or keys; and
2. The status of all locking or toggle controls or keys is discernible either through touch or sound in addition to being visually discernable.

This guidance has been excerpted from federal implementation guidelines for Section 508 Standards. <http://www.access-board.gov/sec508/guide/1194.25.htm>. Minor changes

to the federal guidelines may have been made in order to comply with Maryland regulations.

**(c) Non-Ocular Biometric Identifiers**

This guidance has been excerpted from federal implementation guidelines for Section 508 Standards. <http://www.access-board.gov/sec508/guide/1194.25.htm>. Minor changes to the federal guidelines may have been made in order to comply with Maryland regulations.

**What is an ocular form of user identification or control?**
Ocular identification is a biometric control activated only if a particular biological eye feature of the user exists and matches specific criteria. An example includes retinal scans that may become common practice for allowing an individual to gain access to personal data from an information transaction type of machine. Biometric controls provide a high level of security. However, when a system needs to be accessed by a person with a visual disability, a non-biometric alternative should be provided that does not compromise security.

**(d) Auditory Output**

This guidance has been excerpted from federal implementation guidelines for Section 508 Standards. <http://www.access-board.gov/sec508/guide/1194.25.htm>. Minor changes to the federal guidelines may have been made in order to comply with Maryland regulations.

**Does this provision apply to "beeps and tones" or to voice signals only?**
This provision applies only to voice output. For example, it could apply to a device that is providing voice output for a person who is unable to see a visual display.

**What is meant by a standard connector?**
People who regularly use information transaction kiosks may plan to carry a portable headset (or other listening coupler) with them. Examples of common plugs on headsets include those that fit 2.5 mm jacks (such as those in most cellular phones) and 3.5 mm plugs (such as those in most portable stereos). There have been problems in the past when manufacturers made proprietary plugs that were flat with multiple pins and were compatible only with their own products.

**(e) Volume Controls**

This guidance has been excerpted from federal implementation guidelines for Section 508 Standards. <http://www.access-board.gov/sec508/guide/1194.25.htm>. Minor changes to the federal guidelines may have been made in order to comply with Maryland regulations.

**How was the level of 65 dB determined?**
According to the Occupational Safety and Health Administration, and the American Speech, Language, and Hearing Association, 65 dB is the volume level for normal speech. This provision requires that audio output from a kiosk type product have a minimum level of 65 dB. A feature has been required to automatically reset the volume to the default level after every use.

**(f) Color Coding in Self Contained, Closed Products**

This guidance has been excerpted from federal implementation guidelines for Section 508 Standards. <http://www.access-board.gov/sec508/guide/1194.25.htm>. Minor changes to the federal guidelines may have been made in order to comply with Maryland regulations.

**How can color coding create accessibility difficulties?**
A software program that requires a user to distinguish between otherwise identical red and blue squares for different functions (e.g., printing a document versus saving a file) would pose problems for anyone who is visually disabled and would generally be very difficult to run with assistive technology. Screen reading software can announce color changes. However, this is an "on/off" feature. This means that if a user had to identify a specific color, they would have to have all colors announce which would greatly reduce the usability of the software for that person.

**Does the provision prohibit the use of colors?**
No. This provision does not prohibit the use of color to enhance identification of important features. It does, however, require that some other method of identification, such as text labels, be combined with the use of color.

**(g) Color Contrast Levels in Self Contained, Closed Products**

This guidance has been excerpted from federal implementation guidelines for Section 508 Standards. <http://www.access-board.gov/sec508/guide/1194.25.htm>. Minor changes to the federal guidelines may have been made in order to comply with Maryland regulations.

**Do all products have to provide color selections?**
No. This provision is applied to those products that already allow a user to adjust screen colors.

**What is the desired outcome of this requirement?**
This provision requires more than just providing color choices. The available choices must also allow for different levels of contrast. Many people experience a high degree of sensitivity to bright displays. People with this condition cannot focus on a bright screen for long because they will soon be unable to distinguish individual letters. An overly bright background causes a visual "white-out". To alleviate this problem, the user must be able to select a softer background and appropriate foreground colors. On the other

hand, many people with low vision can work most efficiently when the screen is set with very sharp contrast settings. Because there is such a variance in individual needs it is necessary for a program to have a variety of color and contrast settings.

**(h) Screen Flicker Frequency in Self Contained, Closed Products**

**Why are flashing or blinking displays limited by this provision?** The 2 Hz limit was chosen to be consistent with proposed revisions to the ADA Accessibility Guidelines which, in turn, are being harmonized with the International Code Council (ICC)/ANSI A117 standard, "Accessible and Usable Buildings and Facilities", ICC/ANSI A117.1-1998 which references a 2 Hz limit. An upper limit was identified at 55 Hz.

**.09 Desktop and Portable Computers**

**(a) PC Controls and Keys**

This guidance has been excerpted from federal implementation guidelines for Section 508 Standards. <http://www.access-board.gov/sec508/guide/1194.26.htm>. Minor changes to the federal guidelines may have been made in order to comply with Maryland regulations.

Note: The referenced COMAR is:

1. Controls and keys are tactilely discernable without activating the controls or keys; and
2. The status of all locking or toggle controls or keys is discernible either through touch or sound in addition to being visually discernable.

**(b) PC Touch Screens or Touch-Operated Controls**

This guidance has been excerpted from federal implementation guidelines for Section 508 Standards. <http://www.access-board.gov/sec508/guide/1194.26.htm>. Minor changes to the federal guidelines may have been made in order to comply with Maryland regulations.

Note: The referenced COMAR is:

1. Controls and keys are tactilely discernable without activating the controls or keys; and
2. The status of all locking or toggle controls or keys is discernible either through touch or sound in addition to being visually discernable.

**(c) PC Biometric Identifiers**

This guidance has been excerpted from federal implementation guidelines for Section 508 Standards. <http://www.access-board.gov/sec508/guide/1194.26.htm>. Minor changes to the federal guidelines may have been made in order to comply with Maryland regulations.

**What is an ocular form of user identification or control?**
Ocular identification is a biometric control activated only if a particular biological eye feature of the user exists and matches specific criteria. An example includes retinal scans that may become common practice for allowing an individual to gain access to personal data from an information transaction type of machine. Biometric controls provide a high level of security. However, when a system needs to be accessed by a person with a visual disability, a non-biometric alternative should be provided that does not compromise security.

**.10 Functional Performance Criteria**

**(a) Alternative Operational Support**

The intent of the regulation is to ensure non-visual accessibility of State information technologies and information technology services to end-users of the technologies. Adherence to the regulation is accomplished through compliance with technical standards found in COMAR 14.33.02.04 - .09.

An information technology must provide at least one mode of operation and information retrieval that does not require the use of sight. If the information technology does not provide at least one mode of operation and information retrieval that does not require the use of sight, then the agency must provide to the visually disabled the means to access or acquire assistive technology for State-related activities.

**(b) Alternative Functional Support**

The intent of the regulation is to ensure accessibility of State information technologies and information technology services to visually impaired end-users of the technologies. Adherence to the regulation is accomplished through compliance with technical standards found in COMAR 14.33.02.04 - .09.

An information technology must provide at least one mode of operation and information retrieval via audio or enlarged print output that does not require visual capabilities more than a tested 20/70 acuity. If the information technology does not provide at least one mode of operation and information retrieval via audio or enlarged print output that does not require the use of visual acuity of a tested 20/70 result, then the agency must provide to the visually impaired the means to access or acquire assistive technology for State-related activities.

**.11 Information, Documentation, and Support**

**(a) Product Support Documents in Non-visually Accessible Format**

The intent of the regulation is to ensure that if an end-user requests information technology product support documentation, such as a user instruction paper or manual, a State agency will provide one copy of the documentation in a non-visually accessible alternate format at no charge to the requestor.

**Documentation guidance**
Users with visual disabilities require access to information in text formats. PDF (Portable Document Format) is a graphical representation of a document that may be made accessible.

* 1. Check that there is documentation on the accessibility features.
* 2. Ensure that documentation is available in a readily accessible format (text or
* HTML) or, if in PDF, can be made non-visually accessible.

**(b) Product Features in Non-visually Accessible Format**

The intent of the regulation is to ensure that if an end-user requests a description of an information technology’s accessibility and compatibility features, a State agency will provide one copy of the descriptions in a non-visually accessible alternate format or alternate method at no charge to the requestor. An example of an alternate method is a verbal communication of the description to the requestor.

**(c) Product Support Services**

The intent of the regulation is to ensure that end-users with disabilities have access to support services, for information technology products within the scope of the regulation, that meet their interaction and data transmission requirements. Support services for such products include State help desk and vendor repair and instruction services.

**.12 Compliance Certification**

Each Executive Branch agency is required to submit an information technology plan to the Department of Information Technology. [**State Fin. & Proc. §3A-305(a)(2)**](http://mlis.state.md.us/asp/statutes_respond.asp?article=gsf&section=3a-305&Extension=HTML) The Department distributes to State agencies the guidelines and instructions for preparing and submitting the plan (Agency Information Technology Master Plan) annually.

Following adoption of the regulation, the Agency Information Technology Master Plan Guidelines and Instructions manual will include a compliance certification to satisfy the requirement of the regulation. In instances where the procurement of information

technologies or the provision of information technology services by or on behalf of the State government unit has been proposed in the Agency Information Technology Master Plan and a corresponding annual budget request, but funding has not yet been approved and the technologies have not yet been procured or provided, a unit of State government is not required to certify that the information technologies are non-visually accessible.

Pursuant to State Fin. & Proc. §3A-307, the Secretary of Information Technology may review any information technology project for consistency with the statewide master information technology plan; any information technology project selected for review may not be implemented without the approval of the Secretary of Information Technology.

Agency Heads may want to ensure that compliance with policy, standards and procedures for information technologies is reported to them periodically. It is recommended that agencies prepare an Executive Summary: IT Policy Matrix on a semi-annual basis for internal use. Note: The Department of Information Technology does not oversee this agency-level internal reporting

Appendix 6. – Safeguarding of Information from the United States Internal Revenue Service

**Solicitation Number: CSA/PR-24-001-S**

 **IRS PUBLICATION 1075**

**TAX INFORMATION SECURITY GUIDELINES FOR FEDERAL, STATE AND LOCAL AGENCIES AND ENTITIES**

**Safeguards for**

**Protecting Federal**

**Tax Returns and**

**Return Information**

**The Contractor agrees with the IRS Publication 1075 by signing this forms and initiating the pages.**

**Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Name of Signer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SAFEGUARDING OF INFORMATION FROM THE UNITED STATES**

1. **INTERNAL REVENUE SERVICE TECHNOLOGY SERVICES**
2. **PERFORMANCE**

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

1. All work will be performed under the supervision of the contractor or the Contractor’s responsible employees.
2. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor is prohibited.
3. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
4. The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosure.
5. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or its designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.
6. All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use and access to Federal tax information.
7. No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
8. The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
9. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
10. **CRIMINAL/CIVIL SANCTIONS**
11. Each officer or employee of any person to who returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to each officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC §§ 7213 and 7431 and set forth at 26 C.F.R. § 301.6103(n)-1.
12. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal Employees) in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC §§ 7213A and 7431.
13. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.
14. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency’s security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency’s files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC §§ 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedures for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements. See Attachment 2a.
15. **INSPECTION**

The IRS and the Agency shall have the right to send its officers and employees into offices and plants of the contractor for inspection of the facilities and operations provided or the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Appendix 7. – UDC Reports and Codes

 **Solicitation Number: CSA/PR-24-001-S**

**The Contractor shall work the reports as stated and submit the Unprocessed Report and Escrow Report to the State Project Manager Monthly**.

1. **Escrow Report (Daily)**

After a receipt is processed through distribution, an escrow type is designated based on the case and account type that the funds are applied to. In most instances, escrow is released immediately to the payee of the account, but there are instances when escrow remains undisbursed. These undisbursed funds in escrow require caseworker intervention.

1. **Check Extract Exceptions Report (Daily)**

Payments appearing on the Check Extract Exception Report are approved escrow, where system edits prevent the disbursement of the check. The most common reason is “Bad Address Indicator set for Payee. Other reasons are No Valid Address Found for AP Refund, Account Payee Data Not Found for This Account, No Valid Foreign Case Number Found, and Payee is Client but Valid Address not Found.

1. **Stale Dated Check Report (Daily)**

Issued paper checks become stale 90 days after they are issued and are listed on this report. The current Central bank allows a ten (10) day grace period for the customer to cash a check. CSA will update a stale dated status to paid, if the bank pays the check after the 90 day period.

1. **Abandoned Property Pre-Eligibility Report (Annually)**

This report is generated annually for all receipts and checks that are eligible for abandoned property as of June 30. This report will contain: Stale checks which are at least three years old from Check Date. Funds in escrow which are at least three years old from Creation Date

Unidentified receipts which are at least three years old from Posting Date

The report will be available as an On Demand Report and stored in Report Management and Distribution System (RMDS) and DataWatch for 5 years. The report will not be printed automatically.

1. **Annual Eligible Report (Annually)**

The Annual Eligible Abandoned Property Report will be printed in July annually for all receipts and checks which are eligible for the current year processing (determined by Notice process). The report will be sorted based on case Jurisdiction, case number and then by receipt number/check number. If a case has both receipts and checks eligible, receipts will be listed first and then checks. The process will execute during July month-begin batch, after notice program. The report will include:

IRN (spaces if representative payee)

Payee name

Case number

Case jurisdiction

Receipt/check number

Collection Jurisdiction

Receipt/check amount

Notice of Presumed Abandoned Property Sent indicator (I-Incomplete, Y-Notice generated, N-No notice generated)

A separate Unidentified section within each Jurisdiction (by Collection Jurisdiction).

Totals will be displayed for how many items are eligible for each Case Jurisdiction. The report will be stored in RMDS- PA-ABPROP ELIG RPT SIDFAPR and Data Watch- Abandoned Property Annual Eligible Report-SIDFAFPR for five years. The report will not be printed automatically.

1. **Annual Verified Abandoned Property Under Review Report (Annually)**

The Annual Verified Abandoned Property Under Review report has four sub reports. There are also summary and detail sections. The first sub report is the Local Detail report. The Local Detail sub report displays details for each receipt that is in ‘R’ status for ABP. This sub report is sorted by Case Jurisdiction and shows details for items less than $100.00 in Section I and items equal to or greater than $100.00 in Section II. Each section has unidentified receipts listed separately from identified receipts/checks.

The second sub report is the Local Summary Report. This sub report displays the total of items that are less than $100.00, total of items that are equal to or greater than 100.00 and a section that shows the total of all receipts and the total of all checks. This sub report requires the signature of the Director of each local jurisdiction and will be returned to the CSA Accounting and Banking Services Unit no later than October 10th.

The Annual Verified Abandoned Property Under Review report also has a Central Summary sub report. This sub report displays a listing by jurisdiction the total count of ABP receipts, total funds from those receipts, the total count of ABP checks and total funds from those checks and a grand total of receipts and check amounts. There is also a line for statewide totals.

**Unprocessed Funds – Codes & Descriptions**

Unprocessed funds have been identified to a CSMS case, but are unable to distribute to the accounts, due to one of the following edits.

1. **UDC Codes**

No Account Found for Jurisdiction FIPS

Unidentified

TRIP / TOP Appeal / Investigation Pending / Unaccountable

Manual Distribution Instructions Not Found

No Case Found for Court Order

No Wage Withholding Court Orders Found

No AU Number When Case Type = AF/RA

Monthly URA Amount (Grant) = Zero for AF/RA or AF/EF

No SOA Found for Account (Voluntary?)

Case Closed / Administratively Closed

All Accounts Closed / Administratively Closed

In many instances, the unprocessed fund can be corrected simply by correcting the edit. When the overnight batch process recycles the unprocessed payments, those that pass the edits will successfully distribute to the case/accounts. For example, cases if a wage withholding payment is applied to a case where the Court Order subtype is “NO,” the funds will not distribute. Once the caseworker changes the Court Order wage withholding code to “CI,” the overnight batch process will automatically process the unprocessed payment.

Appendix 8. – DHS Applications Platform

**DHS Applications Platform**

1. **MD THINK Enterprise Services Platform**

The MD THINK Enterprise Services Platform is an IT program designed to enhance customer services, streamline common data, and reduce IT operating costs for Maryland’s state agencies. Maryland has designed and implemented a multi-program, multi-departmental shared human services platform to address the needs of the Department of Human Services, the Department of Health, The Department of Juvenile Services and the MD Health Benefit exchange.

Child support case processing activity is supported by enterprise services provided by the MD THINK platform. This includes Master Data Management services for all MD DHS programs including the Child Support Management System (CSMS), the Eligibility and Enrollment system (E&E), and the Child, Juvenile and Adult Management System (CJAMS). All programs share a Master Client database providing a golden record for customer demographic data ensuring customer identify is tied to one guaranteed unique identifier. The MDTHINK platform also enables the sharing of data across programs in real time.

All program applications are hosted in the AWS cloud.

1. **Child Support Management System (CSMS)**

CSMS is a custom-built application, compliant with federal and state regulations, state policy and state requirements. The system, hosted on the MD THINK Platform, maintains a database of information pertaining to child support cases registered in the State of Maryland. CSMS provides functionality for registering child support cases (Intake), locating parties (Locate), and establishment of paternity and child support orders (Establishment), enforcement of child and medical support court orders (Enforcement), and collecting and disbursing payments (Financials). CSMS interfaces with State, Federal and private agencies for the purpose of performing locate functions, maintaining current participant demographics, payment collection and disbursement, and enforcement of court orders. CSMS is available to workers during standard business hours as defined in this RFP.

CSMS provides functionality to assist workers meet federal timeframes associated with locate, establishment, enforcement, and financial processing activities. The system provides worker dashboards to enable workers to address these requirements using work items to track timeframes. Dashboards displays work items and their timeframes for day-to-day operations. An overview of the functional design for CSMS is shown below:



**CSMS Technical Considerations**

CSMS contains all the data required to support the services provided by the Child Support Administration throughout the life cycle of every case. This is aligned with federal and state regulations, policies, and procedures and also meets federal reporting requirements such as OCSE-34, OCSE-157 and OCSE-396.

**CSMS Functionality**

CSMS provides significant improvements to the overall management and administration of child support cases. The following are examples of such improvements:

* Improved ability to service clients using a single platform instead of relying on multiple platforms/subsystems
* Speedier delivery of services to clients through automation of daily tasks where possible
* Streamlined the processes required for case management by using automated workflow and business rules
* Implemented business rules-based workflow in the finance module which simplifies changes to child support guidelines, policy and financials rules.
* Integrated solution for enterprise document management, scanning, and templates
* Implemented enhanced and secure integration and file transfer services for more efficient information sharing with State, Private and Federal agencies
* Implemented the system using the latest technology platform and services enabling automation of processes to minimize the manual effort of users

The integrated design of CSMS is shown below:



* CSMS provides consistent and understandable headings, labels and mnemonics inside each of the modules for easy navigation and great user experience. CSMS also provides help/information icons that assist the user to understand the terminologies used throughout the system.
* To increase operational efficiency, CSMS is segmented by modules/functionalities for easy navigation. Menu bars and shortcut icons are all consistent across all modules.
* Single Sign-On is utilized across all the enterprise applications, which includes CSMS. The access is role based and the privileges are defined by the roles assigned to a user. This ensures that reauthorization is not necessary when a user navigates from one module to another based on the level of access.
* Single Sign-On is implemented in the enterprise applications, which includes CSMS, using Identity and Access Management (IAM). User creation is done in IAM and CSMS access is through Role Based Access Control (RBAC).
* Access to the CSMS system is secured using the DHS Virtual Private Network. The successful offeror will be required to use the VPN to access the CSMS worker portal.

Appendix 9. – Annual Internal Revenue Service Employee Awareness

**Solicitation Number: CSA/PR-24-001-S**

**Child Support Administration**

**Annual Internal Revenue Service (IRS) Employee Awareness**

* Employees must be advised at least annually of the provisions of Section 7213 (2) of the Internal Revenue Code which makes unauthorized disclosure of the Federal returns or return information a crime that may be punishable by a $5,000.00 fine, five years imprisonment, or both, and the cost of the prosecution.
* Employees who have access to Federal tax information must also be advised annually of the provisions of Section 7431 of the Internal Revenue Code 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.
* 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,

**SEC. 7213A. UNAUTHORIZED INSPECTION OF RETURNS OR RETURN INFORMATION**

1. **PROHIBITIONS –**
	1. **FEDERAL EMPLOYEES AND OTHER PERSONS** – It shall be unlawful for:
		1. any officer or employee of the United States, or
		2. any person described in section 6103 (n) or an officer

willfully to inspect, except as authorized in this title, any return or return information.

* 1. **STATE AND OTHER EMPLOYEES** – It shall be unlawful for any

person not described in paragraph (1) willfully to inspect, except as authorized by this title, any return information acquired by such person or another person under a provision of section 6103 referred to in section 7213(a)(2).

1. **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.

**Child Support Administration**

**Annual Internal Revenue Service (IRS) Employee Awareness**

* 1. **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.
1. **DEFINITION –** For purposes of the section, the terms “inspect”, “return”, and “return information” have respective meanings given such terms by section 6103(b).

**I understand and agree to the above requirements.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contractor Name (Printed)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contractor Signature**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date**

**Child Support Administration**

**Annual State of Maryland Employee Awareness**

The Child Support Administration, as a part of their employee awareness training, is making it mandatory for all employees to be advised annually of the provisions of Title 07, Subtitle 01, Chapter 07, Section 10, (07.01.07.10) of the Code of Maryland Regulation (COMAR), which states:

An intentional or grossly negligent disclosure of confidential information in violation of this chapter to:

1. Be a criminal offense punishable by a fine of not more than $500.00, or by 90 days imprisonment, or both; and
2. Result in civil liability for damages.

**I understand and agree to the above requirements.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contractor Name (Printed)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contractor Signature**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date**

Appendix 10. – PC Configuration Standards

**Solicitation Number: CSA/PR-24-001-S**

**DHS IT Hardware (Desktop Computer) Standards**

*(Revised February2016)*

**Dell** hardware is the standard platform for DHS desktop computers. Listed below are the current **minimum** hardware, software and warranty requirements. Solicitations to vendors may be greater:

• Intel® Core™ i7-4790 Processor (Quad Core, 8MB, 3.60GHz w/HD4600 Graphics)

• Windows 10 or Windows 11 Professional or Enterprise, 64-bit, English

• 16GB Memory

• 500GB SSD Hard Drive

• Network Card: 100/1000 Ethernet

• Mouse: USB

• Keyboard: USB

Software and Warranty

• Operating System: Windows 10 or Windows 11 Professional or Enterprise 64-bit

• Keep your Hard Drive **– 3 Year**

• Hardware Resource CD

• Warranty: 3 Year Next Business Day Onsite

• Current antivirus solution that is maintained and patched regularly \*

• Office Productivity Suite: Microsoft Office 365

\* Applies to equipment purchased for use at outstation sites and or 3rdparty providers and vendors. As

such these must be purchased separately.

\*The above DHS standards may change. Coordinate with the DHS-OTHS prior to making any purchases.

Appendix 11. – Quality Review Standards

**Solicitation Number: CSA/PR-24-001-S**

**Appendix 11a**

Baltimore City Quality Control Review

Jurisdiction \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Review Period \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Case Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NCP \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LOCATE:**

**Objective:**

To provide reasonable assurance of Vendor compliance with C.F.R. and CSA policies regarding the location of Non-custodial parents, i.e. completion of the location process within 75 calendar days of determining that location is necessary to take the next appropriate action in the case.

References: Code of Federal Regulations – 45 C.F.R. § 303.3 & CSA Policy - C.102, C.201 & C.205.

**Procedures:**

Obtain a statistically valid sample consisting of cases that have been in the CSMS Locate function for a period of 76-365 calendar days. Thereafter, the Quality Assurance Unit performs the following procedures:

1. Review the CSMS Case Action Logs and associated screens to determine if appropriate locate efforts (DSS, MD Judiciary Case Search, MVA, Consumer Reporting, T/C to CU, etc.) were initiated within 75 calendar days of determining that location was necessary.
2. Refer cases not having met the 75-day timeframe to the Vendor for last required locate action.
3. Follow-up to ensure that appropriate locate actions have been completed.

|  | **YES** | **NO** |
| --- | --- | --- |
| 1. Was the location process completed within 75 calendar days? If “Yes” case is deemed compliant. If “No” continue to Step 2.
2. If the location process was not completed, were factors preventing successful completion documented? If “Yes” case is deemed compliant. If “No” case is deemed non-compliant. Refer to Vendor for appropriate action. Mark calendar for follow-up.

**Comments:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Note |  |  |

 Reviewed By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix 11b**

**Baltimore City Quality Control Review**

Jurisdiction \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Review Period \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Case Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NCP \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ESTABLISHMENT:**

**Objective:**

To provide reasonable assurance of Vendor compliance with C.F.R. and CSA policy and procedures for establishing paternity and/or child support orders, or service of process necessary to commence proceedings, was completed within the required timeframe of 90 calendar days of locating the alleged father.

**References:** Code of Federal Regulations – 45 C.F.R. §§ 303.4, 303.5 & CSA Policy – D.102, E.102.2

**Procedures:**

On a quarterly basis receive from the University Of Maryland School Of Social Work, a statistically valid sample consisting of cases that have been in the CSMS Establishment function for a period of 91-365 calendar days. The Quality Assurance Unit performs the following procedures:

1. Review CSMS Case Action Logs and associated screens to determine if an order for paternity and support was established, or, service of process necessary to commence proceedings was initiated within the required timeframe.
2. Refer cases not having met the 90 day timeframe to the Vendor for appropriate action.
3. Follow-up to ensure that appropriate establishment actions have been completed.
4. Review cases to ensure that Case Type/ Sub-Type is correct.

|  | **YES** | **NO** |
| --- | --- | --- |
| 1. Was paternity and/or a child support order established, or the service of process necessary to commence proceedings initiated within the required timeframe? If “Yes” case is deemed compliant. If “No”, continue to step 2.
2. Were unsuccessful attempts documented? If “Yes” case is deemed compliant. If “No”, case is deemed non-compliant. Refer to Vendor for appropriate action.

**Comments:**  | \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ |
| Note |  |  |

 Reviewed By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix 11c**

**Baltimore City Quality Control Review**

Jurisdiction \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Review Period \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Case Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NCP \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ENFORCEMENT/DELINQUENCY:**

**Objective:**

To provide reasonable assurance of Vendor compliance with C.F.R. and CSA policy and procedures with regard to initiation of enforcement action for payment delinquencies.

Reference Source: Code of Federal Regulations – 45 C.F.R. § 303.6. & CSA Policy I.102.2

**Procedures:**

On a quarterly basis receive from the University Of Maryland School Of Social Work, a statistically valid sample consisting of cases that have been in the CSMS Enforcement function for a period of 91-120 days. The Quality Assurance Unit performs the following procedures:

1. Review CSMS Case Action Logs and associated screens to determine if enforcement actions were initiated within 30 calendar days of identifying a delinquency or locating the non-custodial parent, whichever comes later.
2. Where service of process was necessary prior to enforcement action, determine if service was completed and enforcement action taken within 60 calendar days of identifying the delinquency or locating the non-custodial parent, whichever comes later.
3. Determine if appropriate follow-up actions were taken within 30 calendar days of an enforcement action taken by a caseworker.
4. Refer cases not having met the required enforcement timeframes to the vendor for appropriate action.
5. Follow-up to ensure that Vendor completes appropriate enforcement actions.

|  | YES | NO |
| --- | --- | --- |
| 1. Were appropriate enforcement actions (T/C to NCP, Letter to NCP, Employer contact, Court Referral) completed and/or follow-up actions initiated within the required 30 calendar day timeframe? If “Yes, case is deemed compliant. If “No” go to Step 2.
2. If service of process was necessary prior to enforcement action, was case referred timely? If “Yes”, case is deemed compliant. If “No”, go to Step 3.
3. Were unsuccessful enforcement actions documented? If “Yes”, case is deemed compliant. If “No” case is deemed non-compliant.
 |  | \_\_\_\_\_\_-------\_\_\_\_\_ |
|  |  |
| Reviewed By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

Appendix 12. – Payment Incentive Program

**Solicitation Number: CSA/PR-24-001-S**

**Appendix 12**

 **Payment Incentive Program is a PDF file, and is included as a separate attachment to this RFP.**

Appendix 13. – Application Form 980

**Solicitation Number: CSA/PR-24-001-S**

**Appendix 13**

 **Application Form 980/980A is a PDF file, and is included as a separate attachment to this RFP.**

Appendix 14. – Automated System Descriptions

**Solicitation Number: CSA/PR-24-001-S**

**Client Information System (CIS)**

CIS is a mainframe-hosted system currently residing on an IBM mainframe located in a secure out of State hosting facility. CIS is a set of complex, custom developed, automated processes that provides a centralized store of information on DHS customers and determines their eligibility for agency services. CIS is composed of the following subsystems: CARES, Services, and CSMS. CIS supports the business activities of many DHS’s programs – the Federal Title IV-A (TANF, Formerly AFDC), Title XVI (Supplemental Security Income) and Title IV-D (CSE) of the Social Security Act. The Food Stamp (Title 7 USC) and Medical Assistance Programs (primarily Titles XIV, XIX and XXI of the Social Security Act) are integrated with the previously listed benefits programs and a number of social services reporting requirements

**Child Support Management System (CSMS)**

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 provides functionality for registering child support cases (Intake), locating parties to child support cases (Locate), and establishment of paternity and child support (Establishment), enforcement of child support and medical support court orders (Enforcement), and collecting and disbursing payments (Financial). CSMS interfaces with State, Federal and private agencies for the purpose of performing locations, maintaining current participant demographics, payment collection and disbursement, and enforcement of court orders.

As of October 2022, The Department of Human Services enacted the CSMS (Child Support Management System) System is a Cloud Based program.

Appendix 15. – BCOCSS Caseload by Zip Code Data

**Solicitation Number: CSA/PR-24-001-S**

| **Baltimore City Caseload by Zip Code** | **Baltimore City Majority Caseload Density by Zip Code** |
| --- | --- |
| **Zip Code** | **Number of Cases** | **Zip Code** | **Number of Cases** | **Region** | **Percent of Caseload** |
| 21215 | 2,226 | 21202 | 1,022 | East | 20.71% |
| 21217 | 1,707 | 21205 | 798 | East |
| 21213 | 1,987 | 21206 | 1,978 | East |
| 21216 | 1,614 | 21213 | 1,987 | East |
| 21218 | 1,446  | 21218 | 1,260 | East |
| 21229 | 1,904 | 21225 | 1,108 | South | 8.85% |
| 21206 | 1,978 | 21229 | 1,904 | Southwest |
| 21223 | 1,260 | 21207 | 904 | West | 22.67% |
| 21225 | 1,108 | 21215 | 2,226 | West |
| 21207 | 904 | 21216 | 1,614 | West |
| 21202 | 1,022 | 21217 | 1,707 | West |
| 21205 | 798 | 21223 | 1,260 | West |
| 21239 | 1,039 | **TOTAL** | **17,768** |  | **52.24%** |
| 21224 | 760 |  |  |  |  |
| 21230 | 632 |  |  |  |  |
| 21212 | 678 |  |  |  |  |
| 21234 | 799 |  |  |  |  |
| 21201 | 643 |  |  |  |  |
| 21214 | 547 |  |  |  |  |
| 21231 | 299 |  |  |  |  |
| 21222 | 452 |  |  |  |  |
| 21227 | 294 |  |  |  |  |
| 21208 | 244 |  |  |  |  |
| 21237 | 286 |  |  |  |  |
| 21211 | 138 |  |  |  |  |
| 21228 | 178 |  |  |  |  |
| 21236 | 300 |  |  |  |  |
| 21226 | 90 |  |  |  |  |
| 21209 | 173 |  |  |  |  |
| 21210 | 16 |  |  |  |  |
| 21233 | 1 |  |  |  |  |
| 21203 | 28 |  |  |  |  |
| 21287 | 2,108 |  |  |  |  |
| **Total** | **27,659** |  |  |  |  |

Appendix 16. – Performance Bond

Performance Bond (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-z-Performance-Bond.dotx>)

Appendix 17. – Criminal Background Check Affidavit

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 Background Check of this RFP hereto as **Appendix 17**.

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 Privatization of Child Support Services in Baltimore City Contract and all of these candidates have successfully passed all of the background checks required under Section 3.7 of the Contract. The Contractor hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALITIES 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 18. – Offeror Information Sheet

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