Maryland Logo

State of Maryland

STATE OF MARYLAND DEPARTMENT OF HUMAN SERVICES

(DHS)

Request for Proposals (RFP)

MARYLAND STATE DIRECTORY OF NEW HIRES

RFP Number: CSA/MSDNH/25-001-S

Issue date: August 18, 2025

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: Maryland State Directory of New Hires**

**Solicitation No: CSA/MSDNH/25-001-S eMMA# BPM052703**

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 (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

E-mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State of Maryland

DEPARTMENT OF HUMAN SERVICES (DHS)

Key Information Summary Sheet

|  |  |
| --- | --- |
| **Request for Proposals** | Services, IT, Maryland State Directory of New Hires |
| **Solicitation Number:** | CSA/MSDNH/25-001-S |
| **RFP Issue Date:** | August 18, 2025 |
| **RFP Issuing Office:** | Department of Human Services (DHS or the "Department") |
| **Procurement Officer:** | Henry ThorStraten  Department of Human Services  Procurement Division  25 South Charles Street  Room 1833-W  Baltimore, MD 21201 |
| **e-mail:**  **Office Phone:** | Henry.ThorStraten@maryland.gov  (410) 767-3390 |
| **Contract Monitor:**  **e-mail:**  **Office Phone:** | Arlette Thomas Fletcher  Human Service Program Planning Administrator/  Contract & Grants Manager  25 S. Charles Street  Baltimore, MD 21201  arlette.thomasfletcher@maryland.gov  (410) 767- 2799 |
| **Proposals are to be sent to:** | Submit via eMaryland Marketplace Advantage (eMMA) |
| **Pre-Proposal Conference:** | **Tuesday, August 26, 2025, 12:30pm to 2:00 pm Local Time**  Location: Virtual  CSA/MSDNH/25-001-S Pre-Proposal Conference  Tuesday, August 26, 2025, 12:30pm to 2:00 pm Local Time  Time zone: America/New York  Google Meet joining info:  CSA/MSDNH/25-001-S Maryland Directory of New Hires Pre-Proposal Conference  Tuesday, August 26, 2025 12:30 – 2:00pm Local Time  Time zone: America/New York  Google Meet joining info  Video call link: <https://meet.google.com/ncn-jskp-sfg>  Or dial:  More phone numbers: https://tel.meet/ncn-jskp-sfg?pin=7932897927268  See **Attachment A** for directions and instructions. |
| **Questions Due Date and Time** | **Friday, August 29, 2025, 2:00pm Local Time** |
| **Proposal Due (Closing) Date and Time:** | **Wednesday, September 10, 2025, 2:00pm Local Time**  Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see **page iv**). |
| **MBE Subcontracting Goal:** | 30%  African American: 7%  Hispanic American: 0%  Asian American: 4%  Women: 12%  The MBE Goal is based on the following NAICS codes for subcontractor services. Other codes which represent occupations and services that contribute toward providing the services required by the RFP may be used:  518210, 541511, 541512, 541513, 541519, 541690, 561110 |
| **VSBE Subcontracting Goal:** | 1% |
| **Contract Type:** | Fixed Fee Performance Based |
| **Contract Duration:** | Three (3) year base period with one (1) 2-year option period |
| **Primary Place of Performance:** | Maryland |
| **SBR Designation:** | No |
| **Federal Funding:** | Yes |

Table of Contents – RFP

[1 Minimum Qualifications 1](#_Toc14370567)

[1.1 Offeror Minimum Qualifications 1](#_Toc14370568)

[2 Contractor Requirements: Scope of Work 2](#_Toc14370569)

[2.1 Summary Statement 2](#_Toc14370570)

[2.2 Background and Purpose 2](#_Toc14370571)

[2.3 Responsibilities and Tasks 7](#_Toc14370572)

[2.4 Deliverables 34](#_Toc14370573)

[2.5 Service Level Agreement (SLA) 43](#_Toc14370575)

[3 Contractor Requirements: General 49](#_Toc14370576)

[3.1 Contract Initiation Requirements 49](#_Toc14370577)

[3.2 Milestones and Deliverable Dates 48](#_Toc14370578)

[3.3 Transition-In 4](#_Toc14370578)9

[3.4 Implementation of Phases Schedule for ESW 50](#_Toc14370578)

[3.5 End of Contract Transition 51](#_Toc14370578)

[3.6 Invoicing 54](#_Toc14370579)

[3.7 Liquidated Damages 56](#_Toc14370580)

[3.8 Disaster Recovery and Data 5](#_Toc14370581)7

[3.9 Insurance Requirements 58](#_Toc14370582)

[3.10 Security Requirements 59](#_Toc14370583)

[3.11 Problem Escalation Procedure 67](#_Toc14370584)

[3.12 SOC 2 Type 2 Audit Report 68](#_Toc14370585)

[3.13 Experience and Personnel 70](#_Toc14370586)

[3.14 Substitution of Personnel 73](#_Toc14370587)

[3.15 Minority Business Enterprise (MBE) Reports 75](#_Toc14370588)

[3.16 Veteran Small Business Enterprise (VSBE) Reports 76](#_Toc14370589)

[3.17 Work Orders 77](#_Toc14370590)

[3.18 Additional Clauses 78](#_Toc14370591)

[4 Procurement Instructions 81](#_Toc14370592)

[4.1 Pre-Proposal Conference 81](#_Toc14370593)

[4.2 eMaryland Marketplace Advantage (eMMA) 81](#_Toc14370594)

[4.3 Questions 81](#_Toc14370595)

[4.4 Procurement Method 82](#_Toc14370596)

[4.5 Proposal Due (Closing) Date and Time 82](#_Toc14370597)

[4.6 Multiple or Alternate Proposals 82](#_Toc14370598)

[4.7 Economy of Preparation 82](#_Toc14370599)

[4.8 Public Information Act Notice 83](#_Toc14370600)

[4.9 Award Basis](#_Toc14370601) 79

[4.10 Oral Presentation](#_Toc14370602) 79

[4.11 Duration of Proposal](#_Toc14370603) 79

[4.12 Revisions to the RFP](#_Toc14370604) 79

[4.13 Cancellations 84](#_Toc14370605)

[4.14 Incurred Expenses 84](#_Toc14370606)

[4.15 Protest/Disputes 84](#_Toc14370607)

[4.16 Offeror Responsibilities 84](#_Toc14370608)

[4.17 Acceptance of Terms and Conditions 85](#_Toc14370609)

[4.18 Proposal Affidavit 85](#_Toc14370610)

[4.19 Contract Affidavit 85](#_Toc14370611)

[4.20 Compliance with Laws/Arrearages 85](#_Toc14370612)

[4.21 Verification of Registration and Tax Payment 86](#_Toc14370613)

[4.22 False Statements 86](#_Toc14370614)

[4.23 Payments by Electronic Funds Transfer 86](#_Toc14370615)

[4.24 Prompt Payment Policy 86](#_Toc14370616)

[4.25 Electronic Procurements Authorized 87](#_Toc14370617)

[4.26 MBE Participation Goal 88](#_Toc14370618)

[4.27 VSBE Goal 92](#_Toc14370619)

[4.28 Living Wage Requirements](#_Toc14370620) 89

[4.29 Federal Funding Acknowledgement 95](#_Toc14370621)

[4.30 Conflict of Interest Affidavit and Disclosure 95](#_Toc14370622)

[4.31 Non-Disclosure Agreement 95](#_Toc14370623)

[4.32 HIPAA - Business Associate Agreement 96](#_Toc14370624)

[4.33 Nonvisual Access 96](#_Toc14370625)

[4.34 Mercury and Products That Contain Mercury 97](#_Toc14370626)

[4.35 Location of the Performance of Services Disclosure 97](#_Toc14370627)

[4.36 Department of Human Services (DHS) Hiring Agreement 97](#_Toc14370628)

[4.37 Small Business Reserve (SBR) Procurement 97](#_Toc14370629)

[4.38 Bonds 9](#_Toc14370630)8

[4.39 Maryland Healthy Working Families Act Requirements 98](#_Toc14370631)

[5 Proposal Format 100](#_Toc14370632)

[5.1 Two Part Submission 100](#_Toc14370633)

[5.2 Proposal Delivery and Packaging 100](#_Toc14370634)

[5.3 Volume I - Technical Proposal 100](#_Toc14370635)

[5.4 Volume II – Financial Proposal 109](#_Toc14370636)

[6 Evaluation and Selection Process 110](#_Toc14370637)

[6.1 Evaluation Committee 110](#_Toc14370638)

[6.2 Technical Proposal Evaluation Criteria 110](#_Toc14370639)

[6.3 Financial Proposal Evaluation Criteria 110](#_Toc14370640)

[6.4 Reciprocal Preference 111](#_Toc14370641)

[6.5 Selection Procedures 111](#_Toc14370642)

[6.6 Documents Required upon Notice of Recommendation for Contract Award 112](#_Toc14370643)

[7 RFP ATTACHMENTS AND APPENDICES 113](#_Toc14370644)

[Attachment A. Pre-Proposal Conference Response Form 117](#_Toc14370645)

[Attachment B. Financial Proposal Instructions & Form 118](#_Toc14370646)

[Attachment C. Proposal Affidavit 120](#_Toc14370647)

[Attachment D. Minority Business Enterprise (MBE) Forms 121](#_Toc14370648)

[Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms 122](#_Toc14370649)

[Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts 123](#_Toc14370650)

[Attachment G. Federal Funds Attachments 125](#_Toc14370651)

[Attachment H. Conflict of Interest Affidavit and Disclosure 126](#_Toc14370652)

[Attachment I. Non-Disclosure Agreement (Contractor) 127](#_Toc14370653)

[Attachment J. HIPAA Business Associate Agreement 128](#_Toc14370654)

[Attachment K. Mercury Affidavit 129](#_Toc14370655)

[Attachment L. Location of the Performance of Services Disclosure 130](#_Toc14370656)

[Attachment M. Contract 131](#_Toc14370657)

[Attachment N. Contract Affidavit 152](#_Toc14370658)

[Attachment O. DHS Hiring Agreement 153](#_Toc14370659)

[Attachment P. Prime Contractor List of ALL Subcontractors 15](#_Toc14370659)4

[Attachment Q. Contract Addendum with Language for General Services 15](#_Toc14370659)5

[Appendix 1. – Abbreviations and Definitions 159](#_Toc14370660)

[Appendix 2. - Offeror Information Sheet 164](#_Toc14370661)

[Appendix 3. – Non-Disclosure Agreement (Offeror) 16](#_Toc14370661)5

[Appendix 4. - Sample Work Order 16](#_Toc14370661)6

[Appendix 5. - Criminal Background Affidavit 16](#_Toc14370661)7

[Appendix 6. – Monthly Report Areas Covered 16](#_Toc14370661)8

[Appendix 7. – Electronic Reading Room 1](#_Toc14370661)70

[Appendix 8. – MD Contractor File Submission Layout - DHR 1](#_Toc14370661)71

[Appendix 9. – NDNH Guide for Data Submission 1](#_Toc14370661)72

[Appendix 10. – Laptop Specifications 1](#_Toc14370661)73

# Minimum Qualifications

## Offeror Minimum Qualifications

There are no Offeror Minimum Qualifications for this procurement.

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# Contractor Requirements: Scope of Work

## Summary Statement

The Department of Human Services, Child Support Administration (DHS, CSA, or the Department) is issuing this Request for Proposals (RFP) in order to establish and operate the Maryland State Directory of New Hires Program (MSDNH) and provide Income Withholding Notice (IWN) Management Services, National Medical Support Notice (NMSN) Management Services, Employer Database Maintenance Services (Employer Database), and Outreach services as defined in **Section 2.3**.

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

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.

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.

A Contract award does not ensure a Contractor will receive all or any State business under the Contract.

Maryland State and local entities, and not-for-profit entities within the State of Maryland, as defined in State Finance and Procurement 13-110(a)(5) - (7), may purchase from the Contractor goods or services covered by the Contract at the same prices chargeable to the State. All such purchases by non-executive branch entities, non-State governments, government agencies or not-for-profit entities:

1. Shall constitute Contracts between the Contractor and that government, agency or not-for-profit entity;
2. Shall not constitute purchases by the State or State agencies under the Contract;
3. Shall not be binding or enforceable against the State; and
4. May be subject to other terms and conditions agreed to by the Contractor and the purchaser.

All Contract prices, terms, and conditions must be provided to any Maryland local government or not-for-profit entity requesting services under the Contract. The Contractor bears the risk of determining whether or not a government, agency or organization with which the Contractor is dealing is a State entity.

## Background, Purpose and Goals

CSA was established under Title IV-D of the Social Security Act, 42 U.S.C. §701 (Act). Under the Act, States are required to deliver child support services to customers of Temporary Cash Assistance, Foster Care, Non-Public Assistance and Medical Assistance, and Maryland residents who apply for child support services. Services include non-custodial parent location; establishment of paternity; establishment and enforcement of child and medical support obligations; review and adjustment of support obligations; and collection and disbursement of support payments. These services are provided by the local Department of Social Services (LDSS) offices in each county within Maryland. In Baltimore City child support service are privatized and will not be served by this contract; in the next four largest jurisdictions (Anne Arundel, Montgomery, Prince George’s, and Baltimore Counties) services are provided through a metro office of DHS reporting to the CSA Executive Director; and in the remaining nineteen counties child support services are provided within the local Department of Social Services.

DHS uses the Child Support Management System (CSMS) as the system of record to manage cases including functions, such as issuance and processing of IWNs and NMSNs. In addition, DHS utilizes the CSMS to view and track resolution of work regarding incoming mail. CSMS is also used to identify cases where wage liens have been issued but no child support payments via wage attachment have been received by CSMS. The Employer Contact Data Table (Employer Table) will be provided by the incumbent vendor and shall be maintained by the successful Offeror until such time as this table is provided within the Child Support Management System.

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

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

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

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

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

**Table 1 MSDNH Annual Electronic and Non-Electronic Records Reported**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Year** | **Total Records** | **Non-electronic Records** |  | **Electronic Records** |  |
|  |  | **% Reported** | **# Reported** | **% Reported** | **# Reported** |
| 2014 | 1,104,613 | 8.4% | 92,346 | 91.6% | 1,012,267 |
| 2015 | 1,023,661 | 7.4% | 75,956 | 92.6% | 947,705 |
| 2016 | 1,290,837 | 6.3% | 81,065 | 93.7% | 1,209,772 |
| 2017 | 1,410,155 | 5.5% | 77,002 | 94.5% | 1,332,153 |
| 2018 | 1,515,297 | 4.8% | 73,407 | 95.2% | 1,441,890 |
| 2019 | 1,519812 | 4.5% | 67,702 | 95.2% | 1,447,024 |
| 2020 | 1,280,775 | 3.7% | 46,831 | 96.3% | 1,233,944 |
| 2021 | 1,594,385 | 3.7% | 59,112 | 96.2% | 1.535,273 |
| 2022 | 1,562,550 | 3.4% | 53,040 | 96.6% | 1,509,510 |

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

Across the state in SFY 2019, excluding Baltimore City, there were 1,395 IWNs, an average of 116 IWNs per month, which required local office follow-up due to no wage attachments being received, an IWN termination notice being received, the IWN being returned by the United States Postal Service (USPS) as undeliverable due to a bad address or for another reason. The chart below (Table 2) provides a summary of the IWNs processed by month over a four-year period.

**Table 2 Income Withholding Notices (IWN) Processed for SFY19 Through SFY22**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Month** | **SF19** | **SF20** | **SF21** | **SF22** |
| **July** | 159 | 52 | 92 | 68 |
| **August** | 153 | 116 | 110 | 52 |
| **September** | 101 | 104 | 93 | 66 |
| **October** | 227 | 104 | 91 | 12 |
| **November** | 119 | 110 | 80 | \* |
| **December** | 94 | 75 | 93 | \* |
| **January** | 52 | 106 | 55 | 88 |
| **February** | 88 | 101 | 118 | 83 |
| **March** | 68 | 96 | 176 | 93 |
| **April** | 100 | 122 | 110 | 84 |
| **May** | 126 | 139 | 89 | 92 |
| **June** | 108 | 109 | 86 | 102 |
| **Total** | **1395** | **1234** | **1193** | **740** |
| **Monthly Average** | **116** | **102** | **99** | **74** |

\*Data is not available.

While exact data is unavailable, it is estimated that approximately 24,427 Employer Termination Notices and 24,021 NMSNs (excluding Baltimore City) are completed and returned by employers annually. It is estimated that an additional 8,626 undeliverable pieces of mail (excluding Baltimore City) are returned by the USPS as undeliverable due to a bad address or for another reason. The table below (Table 3) contains estimated monthly totals for SFY 2020 through 2023. Additionally, the Contractor will assist CSA’s customers by following up with employers who have not returned the IWN paperwork, conducting outreach to educate employers and/or independent contractors, and by developing and maintaining any systems to provide the services within the scope of this Contract.

**Table 3 Mail Statistics for SFY20 Through SFY23**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **NMSNs Completed by Employers** | | | | **NMSNs Returned Undeliverable** | | | | **IWNs Returned Undeliverable** | | | | **Employer Term Notices from Employers** | | | |
|  | **SFY**  **20** | **SFY**  **21** | **SFY**  **22** | **SFY**  **23** | **SFY**  **20** | **SFY**  **21** | **SFY**  **22** | **SFY 23** | **SFY**  **20** | **SFY**  **21** | **SFY**  **22** | **SFY**  **23** | **SFY**  **20** | **SFY**  **21** | **SFY**  **22** | **SFY23** |
| **July** | 982 | 1457 | 1307 | 912 | 40 | 243 | 240 | \* | \* | 454 | 357 | 35 | 1257 | 1576 | 1537 | 966 |
| **August** | 1195 | 2839 | 1322 | 971 | 160 | 573 | 265 | 4 | 131 | 561 | 443 | 24 | 2267 | 1948 | 862 | 1074 |
| **September** | 1401 | 2159 | 1157 | 1139 | 166 | 224 | 168 | \* | 433 | 595 | 197 | 9 | 1917 | 1889 | 590 | 917 |
| **October** | 1268 | 2199 | 547 | 1454 | 116 | 305 | 37 | 3 | 280 | 534 | \* | 18 | 1689 | 1847 | 2 | 687 |
| **November** | 1977 | 2616 | 2616 | 959 | 226 | 515 | \* | \* | 405 | 451 | \* | 18 | 1841 | 2423 | \* | 519 |
| **December** | 1146 | 1789 | 1789 | 830 | 146 | 328 | \* | 3 | 311 | 328 | \* | 12 | 1411 | 2188 | \* | 665 |
| **January** | 2271 | 918 | 1431 | 397 | 166 | 87 | 141 | 5 | \* | 157 | 326 | 37 | 1984 | 1106 | 1695 | 132 |
| **February** | 2115 | 2321 | 2242 | 424 | 322 | 177 | 385 | 5 | \* | 287 | 476 | 42 | 1781 | 2315 | 1987 | 186 |
| **March** | 1352 | 3347 | 2613 | 736 | 153 | 441 | 329 | 4 | \* | 515 | 669 | 37 | 1343 | 2581 | 2171 | 256 |
| **April** | 2306 | 1389 | 2145 | 567 | 302 | 216 | 384 | 3 | \* | 370 | 626 | 32 | 2450 | 1691 | 2002 | 221 |
| **May** | 2254 | 1407 | 2562 | 875 | 467 | 150 | 422 | 1 | \* | 315 | 650 | 33 | 2435 | 1629 | 1999 | 1804 |
| **June** | 1611 | 1580 | 1481 | 1050 | 121 | 335 | 247 | 10 | \* | 465 | 596 | 29 | 2919 | 1644 | 1617 | 1190 |
| **Total** | **19878** | **24021** | **1680** | 10,314 | **2385** | **3594** | **2618** | **36** | **1560** | **5032** | **4340** | **326** | **23294** | **22837** | **14462** | **8617** |
| **Monthly Average** | 1,656 | 2,001 | 1,400 | 859.5 | 198 | 299 | 261 | 4 | 312 | 419 | 482 | 27 | 1941 | 1,903 | 1,205 | 718.08 |

\*Data is not available.

### Project Goals

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

### DHS Systems

The following are the DHS systems that are currently owned and operated by DHS. CSA uses these systems to provide the services to its customers. The CSMS is a web-based application used to work and track case functions and processes, including IWNs where no wage attachments have been received; NMSNs that need to be processed; employment terminations; and IWNs and NMSNs returned by the USPS as undeliverable. The CSA’s existing Employer Table is used to ensure that IWNs, employment verifications, and NMSNs are sent to employers’ and/or independent contractors’ correct addresses.

1. The CSMS is a Federally mandated System and will be certified by the Federal OCSS; with java overlay. CSMS maintains the child support case from the Intake and Registration process through Enforcement and Maintenance of the case until the child emancipates and the arrears are paid off and /or the case is closed. The enforcement of the case through the system includes issuance of notices to the Non-Custodial Parent (NCP) for the delinquency of payments; IWNs to the NCPs and their employers and/or independent contractors to initiate wage withholding; and other enforcement measures. All actions taken on a case are tracked and documented within CSMS Case Action Logs (CAL). Case data is also used to generate federally mandated reports to the federal OCSS. Events documented within CSMS such as delinquency, new employment, or emancipation of a child, trigger actions such as notice generation within the system or system generated Case Action Logs. CSMS also tracks the collection and disbursement of funds collected on behalf of the custodian of child(ren). DHS has recently modernized their Child Support Management System.
2. The Enterprise Content Management (ECM) is a secure intranet-based electronic data system which allows for rapid information storage and retrieval. Physical objects, such as paper case files, electronic objects such as images, and associated data metadata are examples of objects used in an ECM environment. These objects are scanned, indexed, and stored in an auditable database which is available across DHS. ECM enables secure electronic management of case and client content effectively across DHS by enabling case workers to scan and process customer applications with a reduced need for paper storage.
3. Modernized systems are being built utilizing cloud-based technologies such as Amazon Web Services, Application Program Interfaces, Elastic Block Store (ESB), or other cloud-based storage technology.

### State Staff and Roles

The State will provide a State Project Manager in addition to a State Procurement Officer, whose duties are as follows:

1. State Project Manager (SPM)
   1. The State will provide a State Project Manager who will be responsible for all Contract administration functions, including but not limited to, issuing written direction, invoice approval, monitoring the Contract to ensure compliance with the terms and conditions of the Contract, monitoring SLAs, monitoring MBE and VSBE compliance, and ensuring the achievement of completion of the Contract on budget, on time, and within scope.
   2. The SPM may authorize in writing one or more State representatives to act on behalf of the SPM in the performance of the State Project Manager’s responsibilities. The Department may change the SPM at any time by written notice to the Contractor.
2. State Procurement Officer:
   1. The State will provide a Procurement Officer who has responsibilities as detailed in the Contract, and is the only State representative who can authorize changes to the Contract.
   2. DHS may change the Procurement Officer at any time by written notice to the Contractor.

### Other State Responsibilities

1. 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.
2. The State will be responsible for the maintenance of Child Support Management System.

## Responsibilities and Tasks

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

### Be responsible for creating and maintaining the System which shall include the MSDNH.

### Include the following required data elements in the System:

#### A. Employer’s name, physical address, phone number, fax number, payroll address (if different), payroll phone number (if different), payroll fax number (if different), payroll contact, federal Unique Entity ID (UEI), Federal Employment Identification Number (FEIN), State Unemployment Insurance Number (SUIN), and email address; and

#### B. Employee’s name, address, date of birth, Social Security Number and employment start date.

### Create a file every Business Day of all new records processed on the System (format shall be provided to successful Offeror). This file shall be transmitted, every Business Day, to the Maryland Total Human-services Integrated NetworK (MDThink) SFTP Server. The SFTP server Internet Protocol (IP) address and login credentials will be provided to the Contractor at the Post Award Orientation Conference. The secured transmittal method shall have audit tracking and traceability of data capabilities built into the system to track the length of time to process each record from data point of entry, through and, inclusive of the file being forwarded to the State. Track and Monitor Data Entry of the EWO. (Contractor staff must use the Work Order Pool and must have Data Entry within CSMS and Mailing of Letters Weekly (every 5 Business Days)). Track and Monitor Data Entry of the IWN Work Order Pool via CSMS. (Contractor staff must have Data Entry within Child Support Management System (CSMS) and bi-weekly Mailing of Income Withholding Notice (IWN) Letters (every 10 Business Days)). Track and Monitor all Data Entry by the Contractor into the Child Support Management System (CSMS). (Contractor staff must have Data Entry within Child Support Management System (CSMS) (every 2 Business Days) of employment inquiry Letter Mailings).

### Ensure the System shall have report generation capabilities to include the number of days from receipt of record to transmission to CSA, identifying how records were submitted (manual versus electronic), tracking resolution of initial illegible/incomplete records from the employer and tracking resolution of the Federal reject records from the NDNH. Reports shall have the ability to be downloaded into Microsoft Excel and Portable Document Format (PDF).

Provide the State Project Manager and/or any additional designees (collectively, the SPM) with secure remote access to run reports from the System and read only access to view record details for auditing purposes.

Provide the SPM with a monthly report, via a secured transmittal method, of all new hire employee records entered into the System as required. (See **Appendix 6**.)

Notify the SPM verbally within one (1) Business Day when the Contractor experiences a backlog and is unable to comply with the submission of the aforementioned SFTP files. The verbal notification shall be followed up in writing via email by the next Business Day.

Upon any occurrence of the Contractor not processing new hire data records within two (2) days of receipt, submit to the SPM, a written Corrective Action Plan (CAP) that details the method of preventing and eliminating any backlog of work. The SPM will review for approval the CAP within ten (10) Business Days of receipt. If the Contractor continues to be deficient following the CAP response the SPM may withhold payment and/or recommend Contract termination after reviewing all relevant facts related to the deficiency.

Receive new hires records from employers and/or independent contractors including, but not be limited to, the following methods:

#### A. Facsimile

#### B. Standard Mail

#### C. Website (ESW)

#### D. Portable Media (e.g., Compact Disk, flash drive, etc)

#### E. Other methods (e.g., mobile application, email, etc.)

Accept new hire reports via standard mail and pick up employers' and/or independent contractors’ new hire information from a State-supplied mailbox, which is located at the main post office, within Baltimore City at least once each State Business Day no later than 5:00 P.M. (close of business). The Contractor shall pay any costs associated with picking up the daily mail. Currently, approximately 5,832 new hire reports are received by mail monthly.

Maintain a mail log of all incoming mail received at the post office box and a fax log of all incoming faxes received. The logs are to be signed daily acknowledging delivery of the number of mail/fax pieces by the appropriate courier or Contractor employee. The monthly mail and fax logs shall provide for two (2) levels of sign-off reviews on a daily basis, and shall be forwarded to the SPM with the monthly report.

Scan non-electronic new hire records and save them electronically within the System. The hard copy, non-electronic document shall be maintained for a minimum of 180 days; thereafter, the original source documentation shall be shredded.

For all New Hire records rejected back to the State /Contractor by the OCSS, the Contractor shall work with the employer to obtain updated New Hire records for re-submission to the State. The Contractor shall transmit the corrected data from the Federal Rejection Report to the SPM and MDThink within five (5) Business Days. It is the responsibility of the Contractor to ensure that only complete records are transmitted to the CSA and MDThink in the daily file via the SFTP.

Contact employers and/or independent contractors that have failed to comply with the requirements of the MSDNH. In order to accomplish this, CSA will provide the Contractor with access to the CSMS. The Contractor is required to utilize the CSMS regularly throughout the course of the Business Day.

Process and document completion of all rejected records until the employer complies. For each case, the Contractor shall complete the following:

#### A. Call the employer within two (2) Business Days of receiving the rejected record and document the action taken and report outcome in the System in addition to pertinent details specific to the situation.

#### B. Within five (5) Business Days from the case appearing on the CSMS, make notification of the rejected record through the State Directory of New Hires System, contact the employer by email address and document the action taken and report the outcome in the System in addition to pertinent details specific to the situation. The CSMS will be utilized concurrently with the System. All data is to be transferrable and updated at the same time. Submit to the State immediately of receipt of the revised record.

#### C. Within ten (10) Business Days from the rejected record appearing on the CSMS, within the State Directory of New Hires System, attempt to contact the employer by mail at least one (1) time and document the action taken and outcome in the System in addition to pertinent details specific to the situation.

#### D. For any record not corrected within ten (10) Business Days, the Contractor shall submit, by the 15th of every month, a progress report within the Monthly Statistical Report, including, but not limited to, the employer name, the number of records requiring corrections, the date the original record was received and a summary of attempts made by the Contractor to resolve the issue. A draft of the report shall be submitted to the SPM for review 15 days after Notice to Proceed (NTP). The SPM shall review and approve of the report within five (5) Business Days.

#### E. For auditing and monitoring purposes, the SPM may review a random sample of rejected records to be worked and may request a copy of supporting documentation of efforts made to contact the employer. Copies of requested documentation shall be provided within five (5) Business Days of request by the SPM.

Monitor and establish safeguards to ensure the completeness and timeliness of new hire records information.

Develop an accuracy/Quality Assurance methodology (QA Methodology Plan), which shall be submitted with the Technical Proposal that will be used for data entry of manual records within the System. Upon request of SPM, the Contractor shall revise the QA Methodology Plan. The data entry system shall allow for correction of errors and include safeguards to prevent duplicate entries. The System must provide for two (2) levels of sign-off reviews on a daily basis. At a minimum, the plan must include methodologies for the following:

#### A. Ensuring that the federal Unique Entity ID (UEI), Federal Employer Identification Number (FEIN) and/or Social Security Number (SSN) of all paper reports are verified through double entry or other comparable method.

#### B. Verifying the employer name and address for each record against the employer name and address in the Employer Database (initially to be provided by the CSA or incumbent vendor) each time a report is recorded in the system.

Monitor compliance of all employers and/or independent contractors reporting newly hired employees within the mandated twenty (20) Calendar Day period.

Include in the Maryland New Hire Monthly Reporting Statistics in electronic format to the SPM which shall minimally include the following information:

#### A. Incoming new hire reports received per day, per month, and year; by type and the total returned for correction.

#### B. Report of record type received by day.

#### C. Report of website usage for the month. The electronic report file should be in Microsoft Excel or in an approved format that can be imported into Excel.

Provide to the SPM via email the Maryland New Hire Monthly Reporting Statistics (see **Appendix 7, Electronic Reading Room**) with a Cumulative Monthly Report Cover Sheet that specifies the total number of reported electronic and non-electronic new hires records processed in the previous month. The first report is due 60 days after the Contract start date. Subsequent reports shall be submitted by the 15th of each month, for the previous month. The electronic report file should be in Microsoft Excel or be in an approved format that can be imported into Excel.

Include with the aforementioned Maryland New Hire Monthly Report a quality data assurance report of all new hire records entered into the System.

If needed, adjust staff to accommodate seasonal increases in employers’ and/or independent contractors’ reporting. Typically, seasonal increases occur during the months of June and November of each year. The New Hires Monthly Statistical Report shall reflect the number of electronic and non-electronic new hire submissions from the previous month, including the previous months in that current calendar year.

In the event that employer records, employment forms, and/or other records are misdirected to CSA or MDOL, CSA/MDOL shall forward them to the Contractor who will input them into the System. The Contractor shall notify these employers and/or independent contractors in writing of the correct address and/or website to which any future submissions should be directed.

In the event that mail intended for CSA or MDOL is misdirected to the Contractor, the Contractor shall notify the SPM within one (1) Business Day. The SPM will provide the Contractor with further instructions.

Compare the current UI employer file from MDOL with the previous month’s UI employer file to identify new employers and/or independent contractors and employers and/or independent contractors that are no longer reporting new hires. The Contractor shall update the System within five (5) Business Days after receipt of the MDOL employer file.

In the event of changes to Federal or State requirements, the Contractor shall adhere to the updated requirements. The Contractor shall submit any revisions to the SPM for approval.

Provide to the SPM ten (10) hard copies and an electronic copy of the Annual Report by the 1st of March each year summarizing the totals from the Maryland New Hire Monthly Reporting Statistics. The Annual Report reflects activities over the previous calendar year from January 1st to December 31st.

For the previous month’s activity, include in the Maryland New Hire Monthly Reporting Statistics a spreadsheet containing the names and addresses of employers and/or independent contractors from whom mail is returned undeliverable. Include steps taken by the Contractor to resolve undeliverable mail.

Provide a draft Administrative and Operational Procedures Manual within fifteen (15) calendar days after the Contract start date. The SPM will notify the Contractor in writing within fifteen (15) Calendar Days if the Manual is approved. The Contractor shall submit a final version of the approved Manual within fifteen (15) Calendar Days after approval. In addition, the Contractor shall provide the SPM with a revised Administrative and Operational Procedure Manual on an Annual Basis, due December 1st of each calendar year. The Manual shall document the Contractor’s day-to-day administrative and operational procedures for every aspect of the MSDNH to include at minimum:

#### A. Processing undeliverable IWN letters;

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

#### C. Processing undeliverable NMSNs;

#### D. Tracking resolution to all NMSNs issued;

#### E. Processing NMSNs received;

#### F. Tracking resolution to all NMSNs received;

#### G. Processing employer termination notices;

#### H. Updating existing employer information the New Hires DATABASE;

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

#### J. Maintaining and updating the MSDNH;

#### K. Tracking resolution to all incomplete MSDNH records;

#### L. Maintaining electronic transfer of data files to The Office of Technology for Human Services (OTHS) for CSA, MDOL, and Federal OCSS;

#### M. Receiving of electronic data files from MDOL;

#### N. Conducting Employer outreach;

#### O. Providing Employer Help Desk (EHD);

#### P. Implementing and maintaining strategies of reporting non-compliant employers and/or independent contractors;

#### Q. Complying with IT security standards as set forth in the RFP;

#### R. Ensuring Data storage and retention criteria are met as set forth in the RFP;

#### S. Producing and submitting of statistical reports to DHS/CSA; and

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

**Benchmarks**

#### The Child Support Administration has set benchmarks for each mail type according to the caseload. A completion percentage has been determined that will need to be achieved within a specific period of time for the Contractor to be determined to be compliant with the Contract.

#### The caseload is worked at 100% within the allotted timeframe. The Contractor must complete 85% completion rate of Income Withholding Notice (IWN), National Medical Support Notice (NMSN) and Termination (TERM) mail types within two (2) Business Days, to be considered compliant. Any mail that has not been processed within that month must be completed by the last day of the following month. If either the 85% benchmark or the processing of mail is not completed by the deadline, it may be deemed noncompliant.

#### The caseload is worked at 100% within the allotted timeframe. The Contractor must complete 90% completion rate of Earnings Withholding Order (EWO) within ten (10) Business Days to be considered compliant. Any EWO case that has not been processed within that month must be completed by the last day of the following month. If either the 90% benchmark or the processing of mail is not completed by the deadline, it may be deemed noncompliant.

#### Overall if IWN, NMSN, TERM mail types and EWO cases are not completed with the amended percentages after three consecutive months of not meeting the compliant rate set, a determination of disciplinary action, penalty and or sanction may be incurred.

|  |  |
| --- | --- |
| **Mail Type** | **Percentage Compliance Rate *(within 2 business days, unless otherwise stated)*** |
| **IWN** | **85%** |
| **NMSN** | **85%** |
| **TERM** | **85%** |
| **EWO** | **90%** ***(Completion within 10 days)*** |

#### The Department reserves the right to reduce or withhold payment as well as require a Corrective Action Plan. Payment can be withheld in the event that the contractor does not provide the Department with all required deliverables within the time frame specified in the RFP, contract, fails to meet performance levels, fails to retain data as required, or if the contractor otherwise materially breaches the terms and conditions of the contract.

Upon any occurrence of the Contractor not processing new hire data records within two (2) days of receipt, or completing the outlined benchmarks in **Section 2.3.30,** the SPM will require the Contractor to submit, a written Corrective Action Plan (CAP) that details the method of preventing and eliminating any backlog of work. The SPM will review and approve the CAP within ten (10) Business Days of receipt. If the Contractor continues to be deficient following the CAP response the SPM may withhold payment and/or recommend Contract termination after reviewing all relevant facts related to the deficiency.

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

### The Contractor shall:

### A. Within five (5) Business Days of notification of the availability of the quarterly EPP report, submit to the SPM:

### 1. A Non-Compliant Employers and/or Independent Contractors Report; and

### 2. A list of employees that were not reported by an employer.

### B. Within ten (10) Business Days of receipt of the quarterly EPP report, send a 20-Day Non-Compliant Warning Notice to Employers and/or Independent Contractors, which will be provided to Contractor upon Contract Award, to potentially non-compliant employers and/or independent contractors via first-class mail, as mandated by State and Federal Regulations.

### C. Identify employers and/or independent contractors who have a history of non-compliance (repeat offenders) and provide a list of such employers and/or independent contractors to the SPM by the 15th of each month following the month that the incident of non-compliance occurred in the Maryland New Hire Monthly Reporting Statistics (Appendix 7). The list shall include the name and address of the employer, employer’s class size, the date the warning notice was mailed to the employer, and the details of the ensuing incident of non-compliance (i.e., name of employee, method used to determine non-compliance, hire date if known, and date reported if any.)

### D. Identify employers and/or independent contractors for follow-up after each quarterly Non-Compliant Warning Notice to Employers and/or Independent contractors. Maintain and provide quarterly reports for each outreach method utilized for each employer and the resolution.

### E. Provide the SPM with compliance trend results quarterly, within five (5) Business Days of the release of the EPP report, which shall include the Non-Compliant Employers and/or Independent Contractors Report.

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

The Contractor shall:

A. Access IWNs returned as undeliverable mail through the CSMS system Mail Processing-work item pool. Images of each page of each piece of mail, including the envelope are accessible to the Contractor through the Mail Processing-work item pool. New undeliverable mail is available by each Business Day.

B. For each undeliverable letter, complete the following within two (2) Business Days:

1. Verify the address used for the letter with that in the System.

2. If the address is different, the Contractor shall correct the employer’s address in the System.

3. If the address is the same, the Contractor shall contact the employer and receive verbal or written confirmation of their correct address.

4. Use CSMS to:

i. Update the employer address and activate the IWN to be reissued. CSMS will automatically re-generate and mail the letter as part of an overnight process. The Contractor will not be responsible for assembling the paper letters nor mailing them.

ii. Update the employer screen within CSMS to indicate the termination within two (2) Business Days.

iii. Close the Work Item and enter a Case Action Log note within CSMS, with standard text that will be provided by the SPM.

C. Contact employers who have failed to comply with an IWN letter. The cases will be provided to the Contractor via an Earnings Withholding Work Order Case Load Pool within CSMS. Verify that they are employed with the employer. Verify if payment has been started in the financial management tab. Verify the address of the employer to whom it was sent. If the address is incorrect, then correct the address. Resend the IWO notice. Document steps taken in case action log and close out the action. Within ten (10) Business Days from the case appearing on EWO Case Load Pool within CSMS, if no contact has been made with the employer, generate and mail an Employment Verification Letter to the employer. If the issue is resolved, indicate so on the Case Action Log. The system will be updated on a daily basis. For each case, the Contractor shall complete the following:

1. Prior to contacting an employer, conduct research in CSMS to determine whether follow-up with the employer is inappropriate due to developments in the child support case subsequent to the issuance of the IWN. CSA will provide training with regard to making such determinations during Transition-In.

2. If it is determined that it is not appropriate to contact the employer, the Contractor shall indicate this in the Case Action Log.

3. If it is appropriate to contact the employer, it is recommended that the Contractor shall attempt to contact the employer within two (2) Business Days and document the action taken and outcome by writing a CAL note using standard text provided by the SPM in CSMS in addition to pertinent details specific to the situation. If the issue is resolved, indicate so on the Case Action Log.

D. If it is appropriate to contact the employer, it is recommended that the Contractor shall within eight (8) Business Days from the case appearing on the CSMS, attempt to contact the employer by email or mailing address at least one (1) time and document action taken by writing a CAL using standard text provided by the SPM in CSMS. If the issue is resolved, indicate the reason for closure from dropdown box and add a Case Action Log note.

E. For auditing and monitoring purposes, the SPM may review a random sample of cases worked and may request a copy of specific emails sent. Copies of requested emails shall be provided within five (5) Business Days of request by the SPM.

G. Work and track completion of all IWNs where a wage attachment has not been received within forty-five (45) days of IWN issuance until one (1) of the following end results occurs:

1. The employer complies with the IWN;

2. The employer has confirmed that the NCP is no longer employed by the employer;

3. The employee received a 1099-MISC Form from the employer (to report payments made in the course of a trade or business to a person who’s not an employee or to an unincorporated business.);

4. The employer has submitted a termination report, either orally by telephone, electronically, or in hard copy written form;

5. The employer has affirmed that it will not comply with the IWN; or,

6. Sixty (60) days has expired.

H. Within ten (10) Business Days from the case appearing on Earnings Withholding Order Case Load Pool within CSMS, if no contact has been made with the employer, generate and mail an Employment Verification Letter to the employer. If the issue is resolved, indicate so on the Case Action Log.

I. The Contractor shall continue to make efforts in the frequencies specified below for instances where the following situations apply in order to implement the IWN through the sixty (60) day period. After the 60 day period, the IWN case shall be referred to the appropriate local office.

1. Weekly:

i. Unresponsive Employer

2. Bi-weekly:

i. Contacted Employer: Employer Just Began Garnishing Wages

ii. Contacted Employer: Employer will Process W/A

iii. Contacted Employer: NCP on Workers Comp

3. Monthly:

i. Pending Modification and/or Custody Change

J. If the employer has affirmed, orally or in writing, to the Contractor that it will not comply with the IWN, or sixty (60) days have expired, the Contractor shall oversee CSMS’s generation and mailing of an Employer Non-Compliance Letter to the employer through CSMS. The CSMS will automatically generate and mail the letter as part of an overnight process. The Contractor will not be responsible for assembling the paper letters nor mailing them.

K. Develop a QA monitoring plan to track timeliness and completeness of the actions of the Contractor’s personnel. A draft plan shall be included with the Offeror’s Technical Proposal. The final plan will be subject to the approval of the SPM, within 30 days after NTP.

L. Provide to the SPM via email the Income Withholding Monthly Statistics Report, the Undeliverable IWN Report, the Noncompliant Employers and/or independent contractors by Jurisdiction Report, and the Employer Termination Notice Completion Summary Report by the 15th of each month. These reports will be available for the Contractor to generate from the CSMs Completed reports. These reports total the number IWNs worked where no wage attachment payments had been received within forty-five days of issuance; the number of IWNs returned undeliverable that were reissued by the Contractor during the prior month; provides a list of employers and/or independent contractors who were non-compliant the prior month; and provides a list of employer termination notices processed by the Contractor.

M. Monitor the Electronic Income Withholding Orders (e-IWO) email account on at least a daily basis and respond to employer inquiries through Maryland’s email system within 24 hours during business days.

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

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

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

The Contractor shall:

A. Process the NMSN sent to employers and/or independent contractors that were returned as undeliverable mail in the CSMS. CSA shall provide a listing of all undelivered letters via the Mail Pool within CSMS. Images of each page of each piece of mail, including the envelope are accessible to the Contractor through the CSMS. For each undeliverable NMSN, the Contractor shall complete the following within two (2) Business Days:

1. Check the address used for the NSMN with that in the System. If the address is different, proceed to the next step. Otherwise, contact the employer to receive verbal or written confirmation of the correct address, correct the employer’s address in the System and proceed to the next step.

2. In CSMS, update the employer’s address which automatically generates the NMSN to be reissued. CSMS will automatically re-generate and mail the letter as part of an overnight process. The Contractor will not be responsible for assembling the paper letters nor mailing them.

3. Using CSMS add a Case Action Log.

B. Process completed NMSN according to prescribed directives in 29 CFR – Part 2590, 45 CFR §§ 303.30-303.32 and in accordance with the State of Maryland laws: Family Law Article, §§12-102 to 12-102.3; Health – General Article, §19-706 and Insurance Article, §15-405, Annotated Code of Maryland and regulations COMAR 07.07.20.07 within two (2) Business Days and upon receiving a Notice to Withhold for Health Care Coverage (Part A only):

1. Review the form for completeness. Contact the employer if information is unclear or missing.

2. Once the form is complete, update the NMSN screen and enter a CAL note in CSMS using standard text that will be provided by the SPM.

3. If Part B is not included and Part A indicates that the employee will be eligible for health insurance currently or at a future date add the information to CSMS provided by the employer.

4. If Part A indicates that Part B is not needed, update CSMS that the mail has been processed.

5. Upon receiving a Notice to Withhold for Health Care Coverage & Medical Support Notice to the Plan Administrator (Parts A & B):

i. Review the forms for completeness. Contact the employer if information is unclear or missing.

ii. If health insurance is available, enter health information into CSMS under Employer Plan Administrator Response.

iii. If the form indicates that the participant is subject to a waiting period, monitor the case and issue the NMSN on the date indicated at the end of the waiting period. Update CSMS to reflect the waiting period. Enter the CAL note.

iv. If the Plan Administrator indicates that there are multiple health care options to choose from, notify the local child support office within twenty-four (24) hours of receipt of Part B to contact the custodial parent to discuss the options.

C. If insurance cards from the employer were included in the response, mail the insurance card(s) and any other applicable plan information to the custodial parent or to the designated local Title IV-D child support liaison. In cases involving domestic violence indicators, as indicated on CSMS, and in which health insurance coverage is available, mail the health insurance card(s) and any other applicable plan information to the attention of a designated local Title IV-D child support liaison. The vendor will make a note in the case action log that copies of the cards were included in the NMSN documents and send them back to the custodial parent.

D. Process all received NMSNs until one (1) of the following end results occurs:

1. The employer complies with parts a and b (where applicable) of the NMSN;

2. The employer has confirmed that the non-custodial parent is no longer employed by the employer, and the employer has submitted a termination report, either orally by telephone, electronically, or in written form;

3. The employer has affirmed that it will not comply with the NMSN. In this instance the Contractor shall refer this case to the Local Child Support Agency.

4. The Contractor receives a work item indicating that ninety (90) days has expired with no response from the employer. In this instance the Contractor shall refer this case to the Local Child Support Agency. The vendor has the option to transfer to local workers if any of the actions listed above don’t happen from the CSMS system.

E. Develop a quality assurance monitoring plan to track timeliness and completeness of the actions of the Contractor’s personnel. A draft plan shall be included with the Offeror’s proposal. The final plan will be subject to the approval of the SPM. The SPM shall review and approve within ten (10) Business Days of NTP. These items will be required to be included in the monthly report document from the vendor.

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

A. Host, maintain, and make the ESW available on the Internet 24 hours per day 7 days a week via a uniform resource locator (URL). The URL to be provided by CSA.

B. Redirect related new hire and employer search references from the existing MSDNH program <https://www.mdnewhire.com/#/public/public-landing/login> ;

C. Provide a “warm backup” website so that the primary site will not incur extended outages despite localized power, networking, or hardware failures;

D. Include only the State’s branding (as established by general layout parameters, color schemes, graphics, and Cascading Style Sheet) and a similar look and feel to DHS’s website;

E. Seek approval from the SPM for any changes to the website;

F. Ensure the ESW website has the following features:

1. Ability for employers and/or independent contractors to self-register and create a user account for the purpose of interacting with the System.

2. At a minimum, the following fields for the employer to complete as part of their self-registration for an employer’s account with the ability for them to self-update at any time:

i. FEIN

ii. UEI

iii. Company name

iv. Employer Website URL

v. General company mailing address

vi. Accounts payable mailing address

vii. NMSN/IWN mailing address

viii. Worker’s Compensation mailing address

ix. For each address type, fields for the employer to provide the following supplementary data:

1. Contact name

2. Contact e-mail address

3. Contact telephone number

G. Provide employers and/or independent contractors with a password protected user account and the ability to log in to a secure site using a standard security protocol to ensure the privacy of the data reported by employers and/or independent contractors.

H. Provide the ability for employers and/or independent contractors to submit new hires reports.

I. Include information regarding the Electronic Income Withholding Orders (e-IWO) process, including a link to the federal website (<https://www.acf.hhs.gov/css/employers/e-iwo>);

J. Include a help function to assist employers and/or independent contractors with the ESW’s functions

K. Provide educational information geared toward employers and/or independent contractors about each service provided within the System (NMSN, MSDNH, and IWN) including the Federal requirements of each service;

L. Provide a survey or other feedback mechanism for employers and/or independent contractors to rate the ease of use of the website and provide suggestions for improvements. The survey shall be available to employers and/or independent contractors to complete each time they use the ESW. A draft of the survey shall be submitted to the SPM for review within ten (10) Business Days of Notice to Proceed (NTP). The SPM shall review and approve of the report within five (5) Business Days.

M. Submit, by the 15th of every month, a report of the results from this survey. The Contractor shall submit a copy of a report in MS Excel file in compliance with the format to be provided during the Electronic Reading Room segment. The Contractor shall submit the report template to the SPM for review within ten (10) Business Days of NTP. The report template shall include a column indicating results from the specific month the report covers as well as a column to show cumulative results from survey submissions.

N. Notify employers and/or independent contractors via email when new notices have been received for their review and/or completion;

O. Provide the ability for employers and/or independent contractors to submit employer termination notices electronically via the website and/or mobile application.

P. Back up all employer-entered data (i.e. employer account fields, electronic record submission) on physical media that can be recovered if needed.

Q. Upon termination of the Contract, and at a minimum on an annual basis, prepare an extract in a Comma-Separated Values (CSV) format of the ESW’s data and send via encrypted email to the SPM.

R. Develop and maintain Database Adjustment Reports for the ESW that reflects ESW usage. Submit Database Adjustment Reports within thirty (30) calendar days after the notice of Contract award and within thirty (30) calendar days of notification of change in federal or State requirements until Contract expires. Database Adjustment Reports defines technical updates to the Website. The report is a log illustrating the technical changes and updates. Examples could include any content, coding and appearance updates.

The Contractor must keep an Employer Contact Data Table which is updated and included in the monthly employer information reports that are given to the State Program Manager. The Contractor will be responsible for keeping the ongoing employment information in a database system with all employment information in the event that the Child Support Administration may require an adhoc report with the entire employer table of information for previous and current years.

Employer Contact Data Table (Database) Clean-up and Maintenance The Contractor shall maintain and update CSA’s existing Employer Contact Data Table (Database) located within CSMS.  
  
The Employer Database is used by the Contractor and CSA to ensure that IWN, employment verifications and NMSN are sent to employers and/or independent contractors’ correct addresses. CSA will provide the Contractor with the existing Employer Database as a CSV file. The Contractor shall update information validated for existing employers and/or independent contractors and add new employers and/or independent contractors as the Contractor identifies them using information provided to the Contractor through the ESW; processing undeliverable IWN letters and NMSNs; and other resources the Contractor has available.

The Contractor shall:

A. Identify and verify address changes for existing employers and/or independent contractors using various system interfaces, surveys, external data sources. The Employer Database shall be updated within one (1) Business Day of receiving verification. At a minimum, the following fields shall be maintained:

1. Agency Name

2. Federal Employer Identification Number (FEIN)

3. Unique Entity ID (UEI)

4. State Employer Identification Number (SUIN)

5. Employer name

6. General company street/mailing address

7. Employer Website URL

8. NMSN/IWN street/mailing address

9. For each address type, the Contractor shall obtain the following supplementary data:

i. Contact name

ii. Contact e-mail address

iii. Contact telephone number

iv. Contact fax number

B. Add new employer records to the Employer Database within two (2) Business Days of verification.

C. Transmit a CSV file of the updated Employer Database to CSMS and SPM on a daily basis by close of business EST. If there have been no new updates to the Employer Database since the last file transmission, the Contractor shall email the SPM indicating this.

D. Develop and maintain Database Adjustment Reports for the Employer Database Clean-up and Maintenance process. Submit Database Adjustment Reports within thirty (30) calendar days after the notice of Contract award and within thirty (30) calendar days of notification of change in federal or State requirements until Contract expires.

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

The Contractor shall:

A. Be responsible for ongoing outreach activities for MSDNH, IWN and NMSN throughout the term of the Contract. The Contractor shall describe in its Proposal its approach to increase employer awareness of the requirement to comply with all applicable law, methods of reporting newly hired and rehired employers and/or independent contractors, and components to encouraging electronic reporting of new hires records e-IWO for relevant employers and/or independent contractors. The outreach activities shall include trainings and/or conferences conducted by the Contractor to educate its target audience.

B. Provide targeted outreach to employers and/or independent contractors who are likely able to receive IWNs through the e-IWO portal but are not currently registered to do so. To facilitate this, CSA will provide a monthly report of employers and/or independent contractors currently using the e-IWO portal to the Contractor.

C. Review the current NHEIP packet and within five (5) Business Days after start date submit for consideration to the SPM an updated NHEIP that addresses any State and/or Federal reporting requirements or policies enacted during the Transition-In period. The SPM will notify the Contractor in writing within five (5) Business Days if the updated NHEIP is approved for publication. After the initial three (3) month supply provided by the Department, the Contractor is responsible for the continued maintenance, replenishing and mailing of hard copy NHEIPs to employers and/or independent contractors for the remainder of the Contract.

D. Ensure that only the Department of Human Services Child Support Administration is identified on all public documents and information. The Contractor’s name shall be shielded.

E. Submit to the SPM for review a draft of any proposed outreach materials intended for distribution to the public. All outreach materials must include the State’s branding (as established by general layout parameters, color schemes, graphics, and Cascading Style Sheet) and a similar look and feel to DHS outreach materials. The SPM will review and grant approval of the proposed materials within five (5) Business Days.

F. Submit an Annual Outreach Plan (AOP) within thirty (30) Calendar Days after the NTP. The SPM will review and grant approval of the plan within five (5) Business Days. Subsequent plans shall be submitted by December 1st of each year of the Contract for the upcoming calendar year. The AOP shall include, at a minimum:

1. The Contractor’s advertising strategy as well as strategies of outreach for MSDNH program and seasonal employers and/or independent contractors.

2. Targeted approaches for handling employers and/or independent contractors via their class size.

3. Outline how and under what circumstances the Contractor will use various forms of communication with employers and/or independent contractors including but not limited to in-person, phone calls, broadcast emails, and faxes.

G. Include with the aforementioned Maryland New Hire Monthly Statistical Report (see **Section 2.3.19**) a monthly report of all outreach activities within the monthly Maryland State New Hire Directory Report (**Appendix 6**). The Report must identify the monthly targeted audience, timeframes for responses, types of mailings, return on investment-justifications, and follow-up on outcomes from prior monthly outreach reports, as well as documented noncompliance outreach efforts.

H. Analyze employer compliance with MSDNH reporting, IWN, and NMSN and develop targeted outreach plans to increase compliance rates on a quarterly basis. The Contractor shall provide its analysis and recommended outreach plans on a quarterly basis to the SPM. Plans are due to the SPM for review and approval on the 15th of December, March, June and September. The SPM shall have five (5) Business Days to review and approve of the plan.

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

J. In addition to Subsection I above, in the event of a new or revised State and/or Federal legislative requirement, Contractor shall review and update the current NHEIP in accordance with the new or revised legislation. The Contractor shall submit to the SPM the updated version of the NHEIP for approval within ten (10) Business Days after implementation of the new legislative requirements. The Contractor shall send the revised NHEIP to each employer via electronic mail, or paper mail where electronic mail is not possible, within five (5) Business Days after approval from the SPM.

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

The Contractor shall:

Be responsible for maintaining all of the existing telephone lines for the purpose of responding to employer questions, providing technical assistance and allowing employers and/or independent contractors to fax new hire reports, IWN employer termination notice and completed NMSN. For new hire reporting, an average of 3,357 employer return calls are currently received annually. The tables below (Table 4 & 5) contain the call volume by month over the last three (3) years. Call volume is unknown for IWN and NMSN processing.

**Table 4 Monthly Call Volume for the MSDNH Program**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Calendar**  **Year** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **Oct** | **Nov** | **Dec** | **Total** | **Monthly Average** |
| **2016** | 218 | 159 | 379 | 207 | 219 | 402 | 176 | 432 | 313 | 195 | 150 | 218 | 3,068 | 256 |
| **2017** | 251 | 157 | 271 | 240 | 208 | 329 | 163 | 164 | 124 | 301 | 143 | 186 | 2537 | 212 |
| **2018** | 175 | 141 | 240 | 210 | 243 | 393 | 187 | 171 | 148 | 142 | 56 | 76 | 2182 | 182 |
| **2019** | 185 | 88 | 83 | 161 | 117 | 174 | 166 | 156 | 145 | 172 | 79 | 0 | 1526 | 138 |
| **2020** | 86 | 122 | 170 | 127 | 139 | 140 | 263 | 288 | 413 | 364 | 858 | 387 | 3,357 | 280 |
| **2021** | 235 | 256 | 471 | 675 | 355 | 244 | 209 | 164 | 177 | 195 | 182 | 245 | 3,408 | 284 |
| **2022** | 148 | 95 | 200 | 182 | 158 | 148 | 126 | 242 | 148 | 143 | 148 | 87 | 1825 | 152 |

**Table 5 Return Calls by Subject**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  | **Calendar Year** | | | | |
| **Phone Calls By Tree Choices** | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 |
| **Non-Compliance** | 111 | 32 | 143 | 1276 | 594 | 550 | 453 |
| **New Hire Reporting** | 92 | 54 | 59 | 549 | 267 | 657 | 269 |
| **Technical Support** | 114 | 52 | 57 | 524 | 871 | 871 | 268 |
| **Customer Service** | 268 | 148 | 234 | 2134 | 1819 | 1819 | 835 |

A. Ensure the EHD is operational with live operators between the hours of 7:00 a.m. and 7:00 p.m., EST, Monday through Friday, excluding Federal and State holidays (see https://dbm.maryland.gov/ Key Word Search “State Holidays”);

B. All incoming calls received before 7:00 p.m. shall be answered before the Contractor’s employees leave for the day.

C. There will be some instances when the Contractor will need to transfer incoming calls to the LDSS. For example, when an employer requires information about the children in order to enroll them in health insurance, or an employer is indicating they have sent child support payments to CSA more than seven (7) days ago that are not credited to the case. CSA will provide the Contractor with a list of primary and secondary phone numbers, for each local child support office, as well as all scenarios for when the calls need to be transferred.

D. Provide scripts for Contractor representatives to use to respond to questions regarding the Database. A draft of the script shall be submitted to the SPM for review within 10 days of NTP. The SPM shall review and approve of the script within five (5) Business Days.

E. Provide a voice-mail option for employers and/or independent contractors who call outside of normal Business Hours and return such calls on the following Business Day.

F. Date stamp, review, and respond to all inquiries and other hard copy correspondence relating to the MSDNH. The Contractor shall retain a copy of all such inquiries and responses for a three (3) year period after the end of the Contract based on the State’s record retention policy.

G. Forward, within one (1) Business Day of receipt or the next Business Day, whichever is sooner, requests for disclosure of information or inquiries the Contractor is unable to address, including a scan of the envelope in which it was received, via encrypted email or fax to the SPM.

H. Provide recorded messages for holidays, or State closures due to unforeseen circumstances (e.g. natural disaster, civil unrest, blizzards, etc.) in accordance to the State’s notification (see https://dbm.maryland.gov/ Key Word Search “State Holidays”);

I. Include with the aforementioned Maryland New Hire Monthly Statistical Report (**see Section 2.3.19**), a report of the details of EHD activity, including, but not limited to, the number of calls received by subject (i.e. ESW, MSDNH, NMSN, IWN). A draft of the report shall be submitted to the SPM for review within 10 Business Days of NTP. The SPM shall review and approve of the report within five (5) Business Days. Subsequent reports shall be submitted by the 15th of each month.

**Electronic Data File Transfer**  
The Contractor shall:

A. Create a file every Business Day, of all new records processed on the System (format shall be provided to successful offeror). This file shall be transmitted, every business day, to the DHS SFTP Server in an agreed upon format that is accepted by OCSS. The SFTP server IP address and login credentials will be provided to the Contractor at the Post Award Orientation Conference. The secured transmittal method shall have audit tracking and traceability of data capabilities built into the system to track the length of time to process each record from data point of entry, through and, inclusive of the file being forwarded to the State.

B. Send a secured monthly report via a secured transmittal method file to SPM no later than the 5th business day of every month.

C. Send to MDThink and CSA via SFTP on a once a week basis, for the purpose of forwarding to MDOL, an electronic copy of the report of new hires in the format to be agreed upon after award.

D. Provide the SPM with quarterly trend reports of compliance rates and electronic transmission rates, within ten (10) Business Days of the release of the quarterly Federal EPP Report, and send a 20-day Non-Compliance Warning Notice to potentially non-compliant employers.

**Other Contractor Responsibilities and Tasks**  
The Contractor shall provide the following services as identified below:

Meetings

A. The Contractor’s Project Manager, as defined below, shall attend in-person meetings with the SPM and other State Staff to monitor program performance, trends and issues.

B. Meetings requiring in-person or virtual attendance shall be a maximum of twice (2) monthly.

C. In-person meetings shall take place in the Baltimore City metro region at a location to be determined by the SPM. When possible, the Contractor will be given at least two (2) weeks’ notice of meeting dates.

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

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

#### **The Contractor shall meet or exceed DHS’s current technical requirements, as follows:** A. Offerors may propose open source software; however, the Offeror must provide operational support for the proposed software as part of its Proposal.

#### B. Offeror shall be authorized to furnish the proposed goods and services. Offerors proposing to resell services of another entity must be authorized by such other entity.

#### C. Offeror shall maintain a record of new hire reports in System in a manner consistent with this RFP, State Policy and Federal Regulations to assist in monitoring compliance. The Contractor shall provide feedback to employers and/or independent contractors regarding the quality and completeness of the data submitted, and shall provide employers and/or independent contractors with pertinent information to improve accuracy and compliance.

#### D. International processing for State Data: As described in **Section 3.10** Security Requirements, Offerors are advised that any processing or storage of data outside of the continental U.S. is prohibited. Offeror shall comply with this Requirement.

#### E. Offeror shall implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (**Section 3.10.5** Data Protection and Controls);

#### F. Offeror shall 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 RFP and resulting Contract; and

#### G. The Offeror, and Offeror’s Personnel, shall (i) abide by all applicable Federal, State and local Laws, Rules and Regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State and federal IT Security Policy and Standards as each may be amended or revised from time to time. (**Section 3.10.7 Security Plan**.)

#### Network Requirements The Contractor shall:

#### A. Connect to the DHS network via a site-to-site Virtual Private Network (VPN) tunnel.

#### B. Implement firewalls to deny all access to Information Resources except to that which has been explicitly authorized. Firewalls are used to secure and segment data and systems.

#### C. Maintain on all Contractor-supplied hardware updated virus software and virus definition files that are enabled to perform real time scans.

#### D. Not use a “dialup modem.”

#### E. Not install or utilize remote control or file sharing software unless explicitly approved in writing by the State.

### 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. Software as a Service (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. The vendor shall provide twice a year, and upon request, a report to SPM containing relevant information about the software being used, including at minimum the version numbers, the date of the most recent update, any defective items replaced, and any patches installed.
5. The Contractor may operate in the production environment upon authorization to operate (ATO) from the State.
6. All Upgrades and regulatory updates shall be provided at no additional cost.
7. The State requires that the Offeror price individual software modules separately.
8. 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.
9. The Offeror shall install and provide all documentation for the software furnished under the Contract.
10. Hardware and software costs procured as part of the RFP cannot exceed 49 percent of the total Contract value.
11. Material costs shall be passed through with no mark-up by the Contractor.
12. The Contractor shall prepare software releases and stage at the Department for validation in the system test environment. The Department will provide authorization to proceed. The Department will have the ability to manage the distribution of these releases to the appropriate sites. To support this requirement, the Contractor shall propose, provide and fully describe their solution for updating all sites with any new software releases.
13. The Offeror shall provide manufacturer or provider’s standard warranty for the item. *Offeror shall identify the duration of the standard warranty*. Any warranty period for goods and services will not commence until acceptance of the products or services by the Department. Notwithstanding anything to the contrary, all defective items must be replaced at no additional cost to the State.
14. Acceptance criteria for hardware. Laptop specifications shall be comparable with the specifications provided in **Appendix 10** and update hardware to remain current with evolving State specifications.

### 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: <https://doit.maryland.gov/MITDP-Oversight/Pages/SDLC.aspx>;
2. The State of Maryland Information Technology Security Policy and Standards at: <https://doit.maryland.gov/policies/ci/Pages/default.aspx>;
3. The State of Maryland Information Technology Non-Visual Standards at: <https://doit.maryland.gov/policies/Accessibility/Pages/Nonvisual-Access-Regulatory-Standards.aspx>;
4. The State of Maryland Information Technology Project Oversight at: <https://doit.maryland.gov/MITDP-Oversight/Pages/MITDP-oversight.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](https://www.pmi.org/pmbok-guide-standards).
6. Hardware and Software hardening procedures by Center for Internet Security (CIS) guides <https://www.cisecurity.org/> or Security Requirements Guides (SRG) <http://www.nist.gov>
7. Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-3: <https://csrc.nist.gov/publications/detail/fips/140/3/final> <https://csrc.nist.gov/Projects/cryptographic-module-validation-program/fips-140-3-standards>

### Product Requirements

1. Offerors may propose open source software; however, the Offeror must provide operational support for the proposed software as part of its Proposal. Operational support shall include maintenance and updating of code to address software dependencies, software updates and security vulnerabilities.
2. Offeror shall be authorized to furnish the proposed goods and services. Offerors proposing to resell services of another entity must be authorized by such other entity (See RFP **Section 5.3.2.P.2)**.
3. No international processing for State Data: As described in **Section 3.10 Security Requirements**, Offerors are advised that any processing or storage of data outside of the continental U.S. is prohibited.
4. 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.
5. Any terms of use or other agreement applicable to the Bidder’s/Offeror’s proposed services must be contained in the Bidder’s/Offeror’s Technical Proposal. The State is not subject to any terms of use or other agreement applicable to the Bidder’s/Offeror’s proposed services unless the same are explicitly agreed to by the State during the Proposal evaluation process.
6. 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.P.2.** Such agreed upon terms of use shall apply consistently across services ordered under the Contract.
7. The Contractor shall not establish any auto-renewal of services beyond the period identified in Contract documents.
8. 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 SPM.

### Maintenance and Support

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

1. Maintenance commences at the State acceptance of initial start up activities. Billing for such maintenance and support shall commence when the State **ACCEPTS** the deliverable.
2. Software maintenance includes all future software updates, software changes, modifications, updates, patching, bug fixes, vulnerability fixes, and system enhancements applicable to system modules licensed without further charge to all licensed users maintaining a renewable software support contract.
3. Support shall be provided for superseded releases and back releases still in use by the State.
4. For the first year and all subsequent Contract years, the following services shall be provided for the current version and one previous version of any Software provided with the Deliverables, commencing upon award:
   1. Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
   2. Material Defects. Contractor shall notify the State of any material errors or defects in the Deliverables known, or made known to Contractor from any source during the life of the Contract that could cause the production of inaccurate or otherwise materially incorrect results. The Contractor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
   3. Vulnerabilities. Contractors shall notify the State of any vulnerabilities of which it is or becomes aware that could allow unauthorized access, disclosure, or modification of data, applications, or systems. The Contractor shall fix all vulnerabilities in accordance with the State’s IT Security Manual: <https://doit.maryland.gov/policies/ci/Documents/Maryland-IT-Security-Manual-v1-2.pdf> .
   4. 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. Notwithstanding the above, in the event of the enactment of any new State, and/or Federal, Law(s), and/or Regulation(s), and/or Requirement(s), the Contractor shall make all necessary additions and/or revisions and/or modifications to the System at no additional cost to the State.
5. Operations tasks to include virus scans

#### Technical Support Note: technical support and help desk are not the same.

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 2.5 Service Level Agreement**) within one (1) hour.
6. Calls for non-emergency IT service requests will be returned within three (3) hours or immediately the following day if after Normal State Business Hours.
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**

The Contractor shall:

1. Perform backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers;
2. Store daily backups off-site.
3. Provide backups of the configuration and data on a regular basis as specified by the SPM.
4. Meet the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) metrics defined in **Section 2.55 Service Level Agreement**.
5. Perform backups for all application and configuration data that is necessary to restore the application to full operability on suitable hardware. The backup shall consist of at least:
   1. Incremental daily backups, retained for one (1) month,
   2. Full weekly backups, retained for three (3) months, and
   3. Last weekly backup for each month maintained for two (2) years;
6. Maintain annual backups for at least the duration of the contract, including the data retention period;
7. Encrypt the backups in accordance with security requirements outlined in **Section 3.10.5** Data Protection and Controls;
8. Perform a backup recovery at least semi-annually; and
9. Provide on demand support for the State’s recovery of a backup set.
10. Provide a “warm backup” website so that the primary site will not incur extended outages despite localized power, networking, or hardware failures;
11. Backups are to be stored at the Contractor’s backup location;
12. Maintain a back-up copy of all data transmitted to the CSA as defined by CSA, and in a manner consistent with the Disaster Recovery (DR) requirements outlined in Section 3.8 Disaster Recovery and Data.
13. Submit Disaster Recovery Plan to SPM within 30 days after the Contract start date and bi-annually thereafter with due dates of January 15th, and July 15th each calendar year until end of Contract.

## Deliverables

### Deliverable Submission

1. For every deliverable, the Contractor shall request the SPM confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
2. For every deliverable, the Contractor shall submit to the Contract Monitor, by e-mail, an Agency Deliverable Product Acceptance Form (DPAF), an example of which is provided on the DHS Office of State Procurement web page here: <https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Exhibit-3.-Deliverable-Product-Acceptance-Form-DPAF.docx>
3. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project or Microsoft Visio. Documents for submission should be the most recent version of Microsoft Office that is compatible with the version being used by the State and approved by the SPM. At the SPM’s discretion, the SPM may request one hard copy of a written deliverable.
4. 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.
5. For any written deliverable, the SPM may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**.

### 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 SPM shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The SPM is responsible for coordinating comments and input from various team members and stakeholders. The SPM is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.
3. The Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.6** or payment may be withheld.
4. In the event of rejection, the SPM will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

### Minimum Deliverable Quality

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

Each deliverable shall meet the following minimum acceptance criteria:

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

### Deliverable Descriptions/Acceptance Criteria

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

Documents for submission should use the most recent version of Microsoft Office that is compatible with the version being used by the State and approved by the SPM.

|  |  |  |  |
| --- | --- | --- | --- |
| **Section #** | **Deliverable Description** | **Acceptance Criteria** | **Date Due/Frequency** |
| 3.3.R | Transition-In Implementation Report | MS Document in compliance with format to be provided during the Electronic Reading Room segment. The deliverable shall meet the requirements of Section 3.3.R | During the Transition-In Period, by noon Friday, on a weekly basis until completed. |
| 2.3.38 | Updated NHEIP | Package inclusive of: Welcome Notice, Brochure, MD Reporting Requirements. The deliverables shall meet the requirement of Section 2.3.38 | At Transition-In due within five (5) Business Days after the Contract start date and within ten (10) Business Days after implementation of any new law, change or request from the State Project Manager. |
| 3.11.4 | Problem Escalation Procedure | MS Word Document. The deliverable shall meet the requirement of Section 3.11.4 | Within 10 Business Days of notice of award and at the start of each subsequent Contract year (and within 10 days after any change in circumstance which changes the Procedure). |
| 2.3.29 | Administrative and  Operational Procedures Manual | MS Word Document and  CD. The deliverable shall meet the requirements of Section 2.3.29 | Draft Manual is due 15 calendar  days after the contract start date. The final Manual is due within 15 calendar days after approval of the draft. Additionally, an updated submission due on December 1st of each contract year. |
| 2.3.15 | Rejected Mail Notices | MS Excel file. The deliverable shall meet the requirements of Section 2.3.15 | By the 15th of each month for the previous month’s activity. |
| 2.3.35.R | Database Adjustment Report | MS Word document that meets requirements of Sections: 2.3.35. The reports shall contain at a minimum details of all activity related to the required adjustments, implementation timelines and a work plan. | Thirty (30) calendar days after notice of Contract award, and within 30 calendar days of notification of changes in federal or State requirements until the Contract expires. |
| 2.3.47 and 3.8 | Disaster Recovery Plan (DRP) | MS Word Document. The deliverable shall meet the requirements of Sections 2.3.47 and 3.8 | Within 30 days after the Contract start date. And bi-annually thereafter with due dates of January 15th, and July 15th each calendar year until end of Contract. |
| 2.3.38.F | Annual Outreach Plan | Annual Outreach Plan (AOP). The deliverable shall meet the requirements of Section 2.3.38F | Initially within 30 calendar days of NTP, then on December 1st of each year of the Contract for the upcoming calendar year. |
| 2.3.20 | Maryland New Hire Monthly Reporting Statistics | MS Excel file in compliance with format to be provided during the Electronic Reading Room segment. The deliverables shall meet the requirement of Section 2.3.20 | The first report is due 60 days after the Contract start date. Subsequent reports are to be submitted by the 15th of each month, for the previous month |
| 2.3.40 | Electronic Data File Transfer via DHS SFTP Server | Electronic Data File in compliance with format to be provided during the Electronic Reading Room segment. The deliverable shall meet the requirements of Section 2.3.40 | Every business day, forward all newly entered records of the MSDNH Database to the DHS SFTP Server. |
| 2.3.40 | Electronic Data File Transfer via  DHS SFTP – for forwarding to MDOL | The deliverable shall meet the requirement of Section  2.3.40 | Once a week, for the purposes of forwarding to MDOL, an  electronic copy of the report of new hires in the format to be agreed upon after the award. |
| 2.3.40 | Electronic Data File Transfer via DHS SFTP - to MDThink | Electronic Data File. The deliverable shall meet the requirement of Section 2.3.40 | Every business day, an electronic copy of the report of new hires to MDThink that is in an agreed upon format that is accepted by OCSS. |
| 2.3.13 | Federal Rejection Report | Weekly Federal Rejection Data Report | A revised electronic report of corrections re-submitted back to the Feds from the previous week’s Rejection Report must be submitted to the SPM within 5 Business Days |
| 3.6 | Maryland State Directory of New Hires- Monthly Invoice | MS Excel file in compliance with format to be provided during the Electronic Reading Room segment. The deliverable shall meet the requirements of Section 3.6 | By the 15th of each month for services provided in the previous month. |
| 2.3.39 | Help Desk Hotline Activities | MS Excel File. The deliverable shall meet the requirement of Section 2.3.39 | A draft of the report shall be submitted to the SPM for review within 10 Business Days of NTP. Subsequent reports are due by the 15th of every month. |
| 2.3.32.C | Repeat Employer Offenders | MS Excel File. The deliverable shall meet the requirements of Section 2.3.32.C | Provide a list of repeat offender employers and/or independent contractors to the SPM by the 15th of each month following the month that the incident of non-compliance occurred. |
| 3.15 | Prime Contractor Unpaid MBE Invoice Report and the Subcontractor Payment Invoice Report | MS Word Document in compliance with Attachment D. The deliverables shall meet the requirement of Sections 3.15 | By the 15th of the month following the report month. Copies of these forms are also to be submitted to the SPM and DHS MBE Liaison (address on forms). |
| 2.3.32 | Non-Compliant Employers and/or Independent Contractors Report | MS Excel file in compliance with format to be provided within the Electronic Reading Room for review prior to proposal submission. The deliverable shall meet the requirement of Sections 2.3.32 | Quarterly from the date of the NTP. Within five (5) Business Days of availability of EPP Report. |
| 2.3.32 | Employees Not Reported by Employer Report | MS Excel file in compliance with format to be provided within the Electronic Reading Room for review prior to proposal submission. The deliverable shall meet the requirement of Sections 2.3.32 | Quarterly from date of the NTP. Within five (5) Business Days of availability of EPP Report. |
| 2.3.32 | Non-Compliant Employer Notices | MS Word. The deliverable shall meet the requirements of Section 2.3.32 | Within 10 Business Days of receipt of the quarterly Federal EPP Report, send non-compliant warning notices to potentially non-compliant employers. |
| 2.3.3 | Tracking and Monitoring Data Entry of the EWO Work Order Pool Tab (EWO) via CSMS | EWO Work Order Pool Tab (EWO). The deliverables shall meet the requirements of Section 2.3.3 | Data Entry within CSMS and weekly Mailing of Letters Weekly (every 5 Business Days). |
| 2.3.3 | Tracking and Monitoring Data Entry of the EWO Work Order Pool via CSMS | EWO Work Order Pool via CSMS. The deliverables shall meet the requirements of Section 2.3.3 | Data Entry within Child Support Management System (CSMS) and bi-weekly Mailing of Income Withholding Notice (IWN) Letters Weekly (every 10 Business Days). |
| 2.3.3 | Tracking and Monitoring Data Entry of the Child Support Management System (CSMS) | Child Support Management System (CSMS). The deliverables shall meet the requirements of Section 2.3.3 | Data Entry within Child Support Management System (CSMS) (every 2 Business Days) of employment inquiry Letter Mailings. |
| 2.3.34 | CSMS NMSN Mailings | Undeliverable Letters to Custodial and Non-Custodial Parents. The deliverables shall meet the requirements of Section 2.3.34 | Within two (2) Business Days of customer notification and document the action taken and outcome within CSMS |
| 2.3.34 | Process Completed NMSN | Process of NMSN. The deliverables shall meet the requirements of Section 2.3.34 | Within two (2) Business Days and document the action taken and outcome within CSMS |
| 2.3.34 | Process NMSN-Health Option | Confirm Health Care Option with Custodial Parent. The deliverables shall meet the requirements of Section 2.3.34 | Within twenty (20) Business Days and document the action taken and outcomes within CSMS |
| 2.3.34 | Process Completed NMSN after waiting period. | Confirm Health Care Option with Custodial Parent after waiting period. The deliverables shall meet the requirements of Section 2.3.34 | Within two (2) Business Days and documents the action taken and outcome within CSMS |
| 2.3.34 | Update information obtained through NMSN | Update CSMS with updated and processed NMSN. The deliverable s shall meet the requirements of Section 2.3.34 | Within two (2) Business Days and document the action take and outcome within CSMS |
| 2.3.34 | Update information obtained through NMSN | Process and Track receipt of all NMSN until end results are obtained. The deliverables shall meet the requirements of Section 2.3.34 | Within five (5) Business Days and document the action taken and outcome within CSMS |
| 2.3.31 | Corrective Action Plan (CAP) | Formal letter responding to CAP Request as requested by the State Project  Manager, to ensure steps are taken to correct the shortfall of the requirement and provide preventive methods for a future repetitive action. Refer to Section 2.3.31 | Within two (2) days of the Contractor not processing new hire data |
| 2.3.30.2 | IWN Performance requirements | IWN Performance requirements added to the end of section 2.3.30.2 | 85% completion of IWN mail type completion within two (2) business days to be considered compliant. Any backlog that has not been processed within that month must be completed by the last day of the following month. If either the 85% benchmark or the completion of backlog is not completed by the last day, it is deemed noncompliant. |
| 2.3.30.2 | NMSN Performance requirements | NMSN Performance requirements added to the end of section 2.3.30.2 | 85% completion of NMSN mail type completion within two (2) business days to be considered compliant. Any backlog that has not been processed within that month must be completed by the last day of the following month. If either the 85% benchmark or the completion of backlog is not completed by the last day, it is deemed noncompliant. |
| 2.3.30.2 | TERM Performance requirements | TERM Performance requirements added to the end of section 2.3.30.2 | 85% completion of TERM mail type completion within two (2) business days to be considered compliant. Any backlog that has not been processed within that month must be completed by the last day of the following month. If either the 85% benchmark or the completion of backlog is not completed by the last day, it is deemed noncompliant. |
| 2.3.30.3 | EWO Performance requirements | EWO Performance requirements added to the end of section 2.3.30.3 | EWO cases is to be completed at 90% within ten (10) Business Days. Any work that has not been processed must be completed by the last day of the following month. Completion of EWO processing must be done within ten days. |
| 2.3.27 | Annual Report | 10 hard copies and one CD of Annual Report. The deliverable shall meet the requirement of Section 2.3.27 | By the 1st of March each year - 10 hard copies and one CD |
| 3.5.4 | End of Contract Transition-Out Plan and final turnover plan | MS Project and MS Word Document. The deliverables shall meet the requirement of Section 3.5.4 | One Hundred Twenty (120) Business Days prior to the end of the Contract. |
| 3.9 | Current Certificates of Insurance | The deliverables shall meet the requirement of Section 3.9. | Within Five (5) days from Notice of Award Recommendation. Additionally, at each Contract anniversary date including option periods, if exercised. Written notification of non-renewal and/or cancellation from the issuer of the insurance policies is due at least forty-five days before the expiration of said policies. In the event the State receives a notice of non-renewal and/or cancellation, an insurance policy from another carrier is due at least thirty days prior to the expiration of the non-renewed insurance policy. |
| 3.5.5 | Retention of Data | Retention of data deliverables shall meet the requirement of Section 3.5.5. | Comply with the Data Retention requirements in Section 3.5.5. 100% of Data in all forms available. |
| 3.12 | SOC 2 Type 2 Audit Report | SOC Audit Report (SOC 2 Type 2). The deliverable shall meet the requirements of Section 3.12 | The initial SOC 2 Type 2 Audit shall be completed no later than 12 months after the contract start date. The audit period covered by the initial SOC 2 Type 2 Audit shall start with the Contract Effective Date unless otherwise agreed to in writing by the State Project Manager. All subsequent SOC 2 Type 2 Audits after this initial audit shall be performed at a minimum annually on the Contract Effective Date and shall cover a 12-month audit period or such portion of the year that the Contractor furnished services. |

\*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.

## 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. The Contractor shall utilize a tracking system, e.g. help desk ticket system, to track, update, and report the status of all reported problems.
2. “Problem resolution time” is defined as the period of time from when the help desk ticket is opened to when it is resolved.
3. Monthly Charges: for purposes of SLA credit calculation, Monthly Charges are defined as the charges set forth in **Attachment B - Financial Proposal Form,** invoiced during the month of the breach for the monthly fixed services, or, in the event of annual billing, 1/12 of the annual invoice amount **Financial Proposal Form.**

### SLA Requirements

The Contractor shall:

1. Be responsible for complying with all performance measurements, and shall also ensure compliance by all subcontractors.
2. Meet the Problem response time and resolution requirements as defined in **Section 2.5.8**.
3. Provide a monthly report to the SPM to monitor and detail response times and resolution times.
4. Log Problems into the help desk software and assign an initial severity (Emergency, High, Normal or Low as defined in **Section 2.5.7**). The State shall be allowed to unilaterally elevate the problem severity as needed.
5. Respond to and update all Problems, including recording when a Problem is resolved and its resolution. The SPM shall be notified when a Problem is resolved.
6. The Department shall make the final determination regarding Problem severity.
7. Contractor shall review any Problem with the SPM and OTHS to establish the remediation plan and relevant target dates.

### SLA Effective Date (SLA Activation Date)

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

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

### Service Level Reporting

1. Contractor performance will be monitored by the SPM.
2. The Contractor shall provide detailed monthly reports evidencing the attained level for each SLA.
3. The Contractor shall provide a monthly summary report for SLA performance.
4. Monthly reports shall be delivered via e-mail to the SPM by the 15th of the following month as outlined in Appendix 6.
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. All monthly reports shall highlight any SLA performance criteria that did not meet the compliance requirement designated in the SLA provided in **Section 2.5.7**. The Contractor shall provide an explanation of why any SLA was not met. For any problems not resolved the Contractor shall provide an explanation of how and when it will be met in the future.

### SLA Service Credits

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

Service credits will be cumulative for each missed service requirement. The State, at its option for amount due the State as service credits, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. In the event of a catastrophic failure affecting all services and/or the entire Solution, all affected SLAs shall be credited to the State.

In no event shall the aggregate of all SLA credits paid to the State in any calendar month exceed 25% of the Monthly Charges.

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

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

### Root Cause Analysis

If the same SLA measurement yields an SLA credit more than once, the Contractor shall conduct a root cause analysis. Such root cause analysis shall be provided within 30 days of the second breach, and every breach thereafter.

In addition, for each ‘Emergency’ or ‘High’ priority Problem, the affected parties will perform a root cause analysis and institute a process of problem management to prevent recurrence of the issue.

### Service Level Measurements Table (System performance)

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Service Requirement** | **Measurement** | **Service Level Agreement** | **SLA Credit** |
| 1 | Problem Response Time – Emergency | Average Response Time for Emergency Priority Problems. | 98% <15 minutes | 1% |
| 2 | Problem Response Time – High | Average Response Time for High Priority Problems. | 98% <30 minutes | 1% |
| 3 | Problem Response Time – Normal/ Low | Average Response Time for Normal or Low Priority Problems | 98% <2 hours | 1% |
| 4 | Problem Resolution Time – Emergency | Resolution Time for each Emergency Priority Problem | 98% <2 hours | 1% |
| 5 | Problem Resolution Time – High | Resolution Time for each High Priority Problem | 98% <4 hours | 1% |
| 6 | Problem Resolution Time - Normal | Resolution Time for Normal Priority Problems | 98% <24 hours | 1% |
| 7 | Problem Resolution Time – Low | Resolution Time for Low Priority Problems | 98% <72 hours | 1% |
| 8 | Scheduled Downtime/  Maintenance | Scheduled maintenance and downtime shall only occur during Non-Business Hours. The Contractor shall provide 14 Calendar Days’ notice prior to any scheduled downtime. | 6 hours each month | 1% |
| 9 | Service Availability | All application functionality and accessibility shall be maintained at 99.5% uptime performance levels. Contractor shall minimize or eliminate unscheduled network downtime to .5% or less. | 99.5% | 1% |
| 10 | Disaster Recovery | Contractor shall provide recovery and continuity of operations within twenty-four (24) hours from declaration of disaster, restore 100% of System functionality to the State within 1 hour of a System/network failover. | 24 hours | 1% |
| 11 | Notification of Security Incident | Notification of a Security Incident within 24 hours of occurrence | 24 hours | 1% |
| 12 | Security Incident Reporting | Security incident reporting requirement in 1 Business Day | 1 Business Day | 1% |
| 13 | Data Transmittal | Comply with the Data Transmittal requirements in Sections 2.3.3, 2.3.6, and 2.3.7.  100% of Data in all forms available. | 1 Business Day | 1% |
| 14 | Backups – As Scheduled and accurate. See Section 2.3.47 | Backups performed and completed for 99% of the time | 99% | 1% |

The State shall have the unilateral right to reallocate percentages among the various SLAs annually on the anniversary of the Contract, provided that such reallocation will not exceed the percentage identified in **Section** **2.5.5**.

### Problem Response Definitions and Times

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

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Service Priority** | **Response Time** | **Resolution Time** | **Response Availability** | **Work Outage** | **Users Affected** |
| Emergency | Less than 15 minutes | Within 2 hours of first report | 24 hours per day, seven days per week | Critical features of the System are impaired or not accessible | Affects 90% of System |
| High | Less than 30 minutes | Within 4 hours after first report | 24 hours per day, seven days per week | Major portions of the System are inaccessible.  Systems or users are unable to perform some portion of their job. | Affects between 35% and 89% of users |
| Normal | Within 2 hours | Within 1 day (24 hours) after first report. If the outage is not resolved a resolution plan must be in place. | Mon-Fri, 7:00 a.m. – 7:00 p.m. | Specific non-critical features are not operating as specified  Systems or users are unable to perform a small portion of their job, but are able to complete most tasks. | Affects between 34% and 15% of users. |
| Low | Within 2 hours | Within 3 days (72 hours) after first report. If the outage is not resolved a resolution plan must be in place. | Mon-Fri, 7:00 a.m. – 7:00 p.m. | Lower priority features that can be done manually are not operating as specified  Often a request for service with ample lead time. | Affects less than 15% of users. |

# Contractor Requirements: General

## Contract Initiation Requirements The Contractor shall coordinate with the SPM and all parties concerned to have smooth Transition-In Services. The Transition-In Period is Sixty (60) Days before the Go-Live Date and a draft Transition-In Plan shall be submitted with the Technical Proposal. The Contractor shall have clear approaches to Transition-In activities and describe the Contractor’s strategy to successfully accomplish a seamless transition between incumbent Contractor’s team and its team, and include a clear breakdown of tasks and responsibilities, including those tasks that will be the responsibility of DHS during the transition. The plan shall also include a section detailing how development work and knowledge transfer activities will be accomplished as well as a strategy for testing. The Transition-In Plan shall specifically address in detail.

## The Contractor shall ensure that the Department of Human Services Child Support Administration is identified on all public documents and information, to include websites, webpages, portals, links, letterhead and messages. The Contractor’s name shall be shielded.

## Milestones and Deliverable Dates.

A The key transition personnel and their respective role.

B. The required involvement of the incumbent vendor, SPM and staff, other State resources, and any third-party involvement required during the transition period.

C. Risk assessment and mitigation recommendations/solutions.

D. A clear set of tasks, objectives, outcomes and timeframes for work activities, processes, people, services, knowledge and documentation associated with the Contractor’s new team, and processes for the following:

1. Receipt of the existing new hires data.

2. Receipt of Installation, report testing and testing results of the new hires software to include the new hires database for the directory. The Contractor shall be prepared to take the database live upon receipt of a NTP from the SPM.

3. Perform parallel testing with DHS, at no additional cost, as new systems are developed and implemented in a cloud-based architecture. This may include modifying the System and/or data fields in order to exchange data via new batch file processes, Application Program Interfaces (API’s), and SFTP.

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

E. Contact OTHS to ensure procedures are put in place to establish SFTP connectivity between the Contractor and DHS’s network. The name and contact information for the OTHS contact person will be provided to the Contractor at the Post Award Orientation Conference.

F. Contact MDOL to establish processes and procedures for obtaining and receiving electronic files containing the names and addresses of employers and/or independent contractors that conduct business in Maryland and are covered by the UI law. The name and contact information for the MDOL contact person will be provided to the Contractor at the Post Award Orientation Conference. The MDThink will be inclusive of the data transfer planning and implementation, as the data is submitted to MDOL via MDThink on a weekly basis.

G. Capture each data element listed on the MD Employer File Submission Layout-DHS (**Appendix 8** and provided in Electronic Reading Room) for every new hires record and the Federal Parent Locator Service National Directory Guide for Data Submission (**Appendix 9**, and provided in Electronic Reading Room) to meet federal file format requirements.

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

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

## Transition-In

3.3.1 Within ten days before NTP date (including BPW approval), the State Project Manager, Awardee and/or Awardee Project Manager, and any other DHS or Awardee staff deemed appropriate shall attend a Post-Award Kick-Off Meeting. 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 provided to the Offeror who is selected for award. Each Applicant shall affirm in their Proposal that, if selected for award, they will attend the Post-Award Kick-Off Meeting. The Awardee shall give a definitive summary description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan.

**3.3.2 Initial Transition-In period**

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

## Implementation of Phases Schedule for ESW

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

A. Phase 1: Foundation, Branding, and Data Cleansing

1. During this phase, the ESW site will be established and come online for employers and/or independent contractors within fifteen (15) Calendar Days during transition-in for self-service use in responding to outreach materials and providing demographic information to the CSA.

2. Initial extracts of employer data from CSMS will be used to seed the ESW database, but there will be no feedback to CSMS at this point, as Contractor data cleansing staff will be actively following the cleansing methodology in order to qualify and cleanse the data as described herein.

3. The ESW site must adopt the agreed-upon State look and feel through style sheets and branding.

4. The Contractor shall develop and provide a Service Implementation Plan and Schedule with the Technical Proposal subject to the review and approval of the SPM. The service implementation plan and schedule shall be considered accepted only after written confirmation has been issued by the SPM.

B. Phase 2: IWN, ESW, and NMSN Processing

1. Upon delivery of Phase 1 during the transition-in period, the Contractor will, through the ESW, accept requests for Employer/Income verifications, accept returned NMSNs and IWNs, and MSDNH reports.

2. The ESW must separate paper delivery notices from electronic delivery notices, and produce the appropriate format based on the employer’s selection of electronic or paper response identified in the employer’s profile.

3. Responses that are received from employers and/or independent contractors must be conveyed daily back to CSMS.

C. Phase 3: Outreach and Customer Service

1. In this Phase, Contractor staff will begin delivery of all remaining operational services.

2. The ESW should perform all requested functions. See **Section 2.3.35**.

## End of Contract Transition

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

1. Provide additional services and support as requested to successfully complete the transition;
2. Maintain the services called for by the Contract at the required level of proficiency;
3. Provide updated System Documentation (see **Appendix 1**), as appropriate; and
4. Provide current operating procedures (as appropriate).

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

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

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

1. The Contractor shall provide a draft Transition-Out Plan 120 Business Days in advance of Contract end date.
2. The Transition-Out Plan shall include a specific approach, description of resources the Contractor will commit, and schedule for transition. The Transition-Out Plan shall address, at a minimum, the following areas:
   1. Any staffing concerns/issues related to the closeout of the Contract;
   2. Communications and reporting process between the Contractor, the Department and the SPM;
   3. Security and system access review and closeout;
   4. Any cloud-based hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Department or a designee;
   5. Any final training/orientation of Department staff and/or designee;
   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 Department;
      2. Review with the Department the procedures and practices that support the business process and current system environments;
      3. Working knowledge of all technical and functional matters associated with the solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of the Contract;
      4. Documentation that lists and describes all hardware and software tools utilized in the performance of the Contract;
      5. A working knowledge of various utilities and corollary software products used in support and operation of the Solution;
   8. Plans to complete tasks and any unfinished work items and/or deliverables (including open change requests, and known bugs/issues); and
   9. Any risk factors with the timing and the Transition-Out schedule and transition process. The Contractor shall document any risk factors and suggested solutions.
3. The Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the SPM.
4. The Contractor shall provide copies of any current daily and weekly back-ups to the Department and/or any third party as directed by the SPM as of the final date of transition, but no later than the final date of the Contract. The Contractor shall provide a copy of all back-ups to the SPM prior to the disposal of the data as required by **Section 3.5.5.**
5. The Contractor shall submit a weekly Transition-Out Implementation Report to the SPM by 12:00pm each Friday during the Transition-Out period.

### 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, Hard Disk Drive, Solid State Drive, Cloud Storage, Servers, USB Drive, and all other data storage devices and paper (see [Publication 1075 Tax Information Security Guidelines](https://www.irs.gov/pub/irs-pdf/p1075.pdf)) 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; (d) provide a detailed itemized account log of the destruction, including all serial numbers and server names, and (e) 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. Final payment shall not be made until confirmation that all data has been returned or destroyed in accordance with the RFP.
2. During any period of service suspension, the Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the SPM.
3. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by Contractor with respect to the services.
4. On the last day of the Transition-out Period, Contractor shall provide the new incumbent with access to the PO Box for retrieval of incoming correspondence and data submissions into the system.
5. Maintain a “warm backup” website so that the primary site will not incur extended outages despite localized power, networking, or hardware failures.

## Invoicing

### General

1. The Contractor shall provide the original of each invoice and signed authorization to invoice to the SPM by the 15th day of each month for services provided the previous month at the following address:  
   **Director**

Contract Services & Procurement

DHS/Child Support Administration

25 South Charles Street

12th Floor, Suite 1213

Baltimore, MD 21201

Email backup to: dhs.csaprocurement@maryland.gov

1. All invoices for services shall be verified by the Contractor as accurate at the time of submission.
2. An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
   1. Contractor name and address;
   2. Remittance address;
   3. Federal taxpayer identification (FEIN) number, federal Unique Entity ID (UEI), social security number, as appropriate;
   4. Invoice period (i.e. time period during which services covered by invoice were performed);
   5. Invoice date;
   6. Invoice number;
   7. State assigned Contract number;
   8. State assigned (Blanket) Purchase Order number(s);
   9. Goods or services provided;
   10. Amount due; and
   11. Any additional documentation required by regulation or the Contract.
3. Invoices that contain both fixed price and time and material items shall clearly identify each item as either fixed price or time and material billing.
4. The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.
5. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
6. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
7. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. Final invoice shall include the 90 day data retention period and shall be submitted at the completion of said data retention period. In no event shall any invoice be submitted later than 60 calendar days from the end of the data retention period.

### Invoice Submission Schedule

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

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

### Deliverable Invoicing

1. Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in **Section 2.4**.

### 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

THIS SECTION IS INAPPLICABLE TO THIS RFP.

## Disaster Recovery and Data

The following requirements apply to the Contract:

### Redundancy, Data Backup and Disaster Recovery

1. 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 SPM a notice of completion following completion of DR testing.
5. Such contingency and DR plans shall be available for the Department to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.
6. The State shall have the right to physically inspect the DR site to ensure it meets the DR site requirements.
7. 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 **Section 3.10** Security Requirements.

### Data Ownership and Access

1. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of the solicitation are the property of the State. The purchasing State agency is considered the custodian of all State data. The use, access, and distribution of all data shall comply with the requirements of the Data Use Agreement (Attachment Y).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 may not access State data other than as necessary to perform the services under this Contract.
4. The Contractor shall limit access to and possession of State data to only Contractor Personnel whose responsibilities require such access or use and shall train such Contractor Personnel on the confidentiality obligations set forth herein.
5. 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.
6. The Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.

Provisions in **Sections 3.8.1 – 3.8.2** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Sections 3.8.1-3.8.2** (or the substance thereof) in all subcontracts.

## Insurance Requirements

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

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

1. Commercial General Liability - of $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and $3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
2. Errors and Omissions/Professional Liability - $1,000,000 per combined single limit per claim and $3,000,000 annual aggregate.
3. Cyber Security / Data Breach Insurance – The Contractor shall possess and maintain throughout the term of the Contract 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.
4. 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.

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

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

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

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

**Subcontractor Insurance**

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

## Security Requirements

The following requirements are applicable to the Contract:

### Employee Identification

1. Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
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.
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

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.

1. A criminal background check for each Contractor Personnel providing any services/roles for Maryland New Hires shall be completed prior to each Contractor and Subcontractor Personnel providing any services under the Contract.
2. The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel listed in sub-paragraph A. This check may be performed by a public or private entity.
3. The Contractor shall obtain from each individual assigned to work on the Contract a statement permitting a criminal background check. The Department will obtain a criminal background check for each individual using a source of its choosing. The SPM reserves the right to reject any individual based upon the results of the background check.
4. The Contractor shall provide certification to the Department that the Contractor has completed the required criminal background check described in this RFP for each required Contractor Personnel prior to assignment, and that the Contractor Personnel have successfully passed this check. (See Appendix 5- Criminal Background Affidavit)
5. Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the SPM. The SPM reserves the right to reject any individual based upon the results of the background check. Decisions of the SPM 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 and documented 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.
8. A particular on-site location covered by the Contract may require more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel not being permitted to work on those premises. Upon receipt of a location’s more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification regarding the Contractor Personnel working at or assigned to those premises.

### 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, 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. Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.
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: [Policies, Standards, and Guidelines](https://doit.maryland.gov/cybersecurity/Pages/policies-and-guidance.aspx). <https://doit.maryland.gov/policies/ci/Pages/default.aspx>

(b) The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the SPM to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

The Contractor shall:

* 1. For IT Security Policies and Standards that are no covered by the State IT Security Manual, the Contractor shall 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 3.10.5**);
  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:

[Policies, Standards, and Guidelines](https://doit.maryland.gov/cybersecurity/Pages/policies-and-guidance.aspx) <https://doit.maryland.gov/policies/ci/Pages/default.aspx>

### Data Protection and Controls

1. Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to 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 the NIST cybersecurity framework unless there are more recent cyber security best practices
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** **3.10.5.**
   2. Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <https://public.cyber.mil/stigs/>, or similar industry best practices to reduce the systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor’s system configuration files.
   3. Ensure that State data is not comingled with non-State data through the proper application of compartmentalization Security Measures.
   4. Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor is responsible for the encryption of all Sensitive Data.
   5. For all State data the Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks.
   6. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:
   7. <https://csrc.nist.gov/publications/detail/fips/140/3/final><https://csrc.nist.gov/Projects/cryptographic-module-validation-program/fips-140-3-standards>Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology’s Information Security Policy.
   8. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Department shall have the right to inspect these policies and procedures and the Contractor or subcontractor’s performance to confirm the effectiveness of these measures for the services being provided under the Contract.
   9. Ensure system and network environments are separated by properly configured and updated firewalls.
   10. Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.
   11. By default “deny all” and only allow access by exception.
   12. Review, at least annually, the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
   13. Perform regular internal and external vulnerability testing of operating systems, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to the Contract. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability’s identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect the Contractor’s policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.
   14. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology’s Information Security Policy (<https://doit.maryland.gov/policies/Pages/default.aspx>), including specific requirements for password length, complexity, history, and account lockout.
   15. Ensure State data is not processed, transferred, or stored outside of the United States (“U.S.”). The Contractor shall provide its services to the State and the State’s end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the Contractor shall not allow Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its Contractor Personnel to access State data remotely only as required to provide technical support.
   16. Ensure Contractor’s Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor shall complete any necessary paperwork as directed and coordinated with the SPM to obtain approval by the State to connect Contractor -owned equipment to a State LAN/WAN.
   17. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under the Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
   18. Conduct regular external vulnerability testing designed to examine the service provider’s security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service’s security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.

### Security Logs and Reports Access

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

### Security Plan

1. The Contractor shall protect State data according to a written security policy (“Security Plan”) no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis. [See the DoIT Policies and Guidance site.](https://doit.maryland.gov/policies/Pages/default.aspx)
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. Such Security Plan shall be provided to the State for its review with solicitation response. If awarded a contract, the Security Plan shall be provided on an annual basis or whenever updates are made.
3. The Contractor shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.
4. If any Security Plan information, including procedures, are different based on a Task Order, Contractor shall furnish such differences to the respective TO Manager.

### Security Incident Response

1. The Contractor shall notify the Department in accordance with **Section 3.8** when any Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
   1. Notify the Department within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the SPM, Department Chief Information Officer and Department Chief Information Security Officer, and Maryland Security Operations Center (MD-SOC);
   2. Notify the Department within two (2) hours if there is a threat to Contractor’s Solution as it pertains to the use, disclosure, and security of State data; and
   3. Provide written notice to the Department within one (1) Business Day after Contractor’s discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Department) requests concerning such unauthorized use or disclosure.
2. Contractor’s notice shall identify:
   1. the nature of the unauthorized use or disclosure;
   2. the State data used or disclosed,
   3. who made the unauthorized use or received the unauthorized disclosure;
   4. what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
   5. what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
   6. The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
3. The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.
4. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Department) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

### Data Breach Responsibilities

1. If the Contractor reasonably believes or has actual knowledge of a Data Breach, the Contractor shall, unless otherwise directed:
   1. Notify the appropriate State-identified contact or SPM within 24 hours by telephone and email to the Department Chief Information Officer and Department Chief Information Security Officer and Maryland Security Operations Center (MD-SOC) 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.
3. The public disclosure of a cybersecurity incident shall be pursuant to [Guidelines for the Public Disclosure of Cybersecurity Incidents](https://doit.maryland.gov/policies/ci/Pages/default.aspx) or any successor thereto.

Additional security requirements may be established in a Work Order.

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

Provisions in **Section 3.10.1-11** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Section 3.10.1-11** (or the substance thereof) in all subcontracts.

## Problem Escalation Procedure

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

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

The Problem Escalation Procedure shall include any incident or breaches of data referenced in Sections 2.6 and 3.10 .

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

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

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

## SOC 2 Type 2 Audit Report

A SOC 2 Type 2 Audit Report applies to the Contract. The applicable trust services criteria are: Security, Availability, Processing Integrity, Confidentiality, Offsite Backup, Change Management, and Disaster Recovery. The Contractor shall cause an SOC 2 Type 2 audit report to be conducted annually covering the previous 12- month period of the contract.

Such audits shall be performed in accordance with audit guidance: Reporting on an Examination of Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time.

### A SOC 2 Type 2 Audit applies to the Contract from the Effective Date of the Contract and shall cover the entirety of the Contract including the Transition-In and Transition-out period. The initial SOC 2 Type 2 Audit shall be completed no later than 12 months after the contract start date. The audit period covered by the initial SOC 2 Type 2 Audit shall start with the Contract Effective Date unless otherwise agreed to in writing by the State Project Manager. All subsequent SOC 2 Type 2 Audits after this initial audit shall be performed at a minimum annually on the Contract Effective Date and shall cover a 12-month audit period or such a portion of the year that the Contractor furnished services. The applicable trust services criteria are: Security, Availability, Processing Integrity, Confidentiality, and Privacy – The Department to choose which of the five trust services criteria apply as defined in the Guidance document identified in Section 3.12.

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

1. The Contractor shall provide to the Contract Monitor, within thirty (30) calendar days of the issuance of the final SOC 2 Type 2 Audit Report, the audit results and a documented corrective action plan that addresses each audit finding or exception contained in the SOC 2 Type 2 Audit Report, identifying in detail the remedial action to be taken by the Contractor along with the date(s) when each remedial action is to be implemented. The scope of the SOC 2 Type 2 Audit Report shall include work performed by any subcontractors that handle, store or process Sensitive Data or are responsible for security controls and provide essential support to the TO Contractor for or essential support to the Information Functions and Processes for the services provided to the State under the Contract. The Contractor shall ensure the audit includes all such subcontractors operating in performance of the Contract or, in the case the subcontractor’s services are covered by a separate SOC 2 Type 2 Audit, that separate SOC 2 Type 2 Audit reports are obtained from all subcontractors and submitted to the Contract Monitor via the Contractor’s primary point of contact.
2. All SOC 2 Type 2 Audit Reports shall be submitted to the SPM as specified in **Section G** below. The initial SOC 2 Type 2 Audit shall be completed within a timeframe to be specified by the State. The audit period covered by the initial SOC 2 Type 2 Audit shall start with the Contract Effective Date unless otherwise agreed to in writing by the SPM. All subsequent SOC 2 Type 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 a portion of the year that the Contractor furnished services.
3. The SOC 2 Type 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 3.10**, relevant to the trust services criteria identified in 3.9.1: as defined in the aforementioned Guidance.
4. The audit scope of each year’s SOC 2 Type 2 Audit Report may need to be adjusted (including the inclusion or omission of the relevant trust services criteria of Security, Availability, Processing Integrity, Confidentiality, and Privacy) to accommodate any changes to the environment since the last SOC 2 Type 2 Audit Report. Such changes may include but are not limited to the addition of Information Functions and Processes through modifications to the Contract or due to changes in Information Technology or the operational infrastructure. The Contractor shall ensure that the audit scope of each year’s SOC 2 Type 2 Audit Report engagement shall accommodate these changes by including in the SOC 2 Type 2 Audit Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.
5. The scope of the SOC 2 Type 2 Audit 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 for the services provided to the Department under the Contract. The Contractor shall ensure the audit includes all such subcontractors operating in performance of the Contract or shall ensure their subcontractors obtain a SOC 2 Type 2 Audit Report as described in this Section.
6. All SOC 2 Type 2 Audit Audits, including those of the Contractor, shall be performed at no additional expense to the Department.
7. The Contractor shall provide to the SPM, within 30 calendar days of the issuance of each SOC 2 Type 2 Audit Report, a complete copy of the final SOC 2 Type 2 Audit Report(s) and a documented corrective action plan addressing each audit finding or exception contained in the SOC 2 Type 2 Audit 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.
8. 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 Type 2 Audit Report(s).
9. If the Contractor fails during the Contract term to obtain an annual SOC 2 Type 2 Audit Report by the date specified in **Section 3.12.2.A**, the Department shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Type 2 Audit Report of the Information Functions and Processes utilized or provided by the Contractor and under the Contract. The Contractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s) and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Type 2 Audit Report. The Department will invoice the Contractor for the expense of the SOC 2 Type 2 Audit Report(s) or deduct the cost from future payments to the Contractor.
10. Provisions in **Section 3.12.1-2** shall survive expiration or termination of the Contract. Additionally, the Contractor and shall flow down the provisions of **Section 3.12.1-2** (or the substance thereof) in all subcontracts.

## Experience and Personnel

### Preferred Offeror Experience

1. Within the last seven (7) years, have a minimum of three (3) years of experience in operating a State Directory of New Hires program. The engagement must have been statewide and have lasted for at least one (1) year; and the services must have been valued at $100,000 or more.
2. As proof of meeting this requirement, the Offeror shall provide with its Proposal at least three (3) references from the past five (5) years from a past client who is able to attest to the Offeror’s required years of experience. In addition, each letter of reference must indicate the services provided by the Offeror, the dollar value of the contract and that the services were provided for a specific period of time that is equal to or greater than one (1) year in duration. Offeror shall include a reliable point of contact for each reference including a direct contact phone number and email address. Offeror must alert each reference that they may be contacted during the Evaluation and Selection Process

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

### Personnel Experience

1. Within the last seven (7) years, offeror must document they have a minimum of three (3) years of experience developing databases, using technologies such as SQL, Oracle, MongoDB, cloud-based data storage ie: Amazon Web Services (AWS), Microsoft One-Drive, or other database technologies, utilizing at minimum Dbase IV database tables, providing data collection and data maintenance.

The Offeror shall provide with its Proposal at least three (3) or more references from the past five (5) years who are collectively able to attest to the Offeror’s required years of experience in developing databases. Offeror shall include a reliable point of contact for each reference including a direct contact phone number and email address. Offerors must alert their References that they may be contacted during the Evaluation and Selection Process

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

### Number of Personnel to Propose

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

### Key Personnel Identified

For the Contract, the following positions to be identified in the Technical Proposal will be considered Key Personnel, and shall be required to meet the qualifications stated in **Section 3.13.**

1. Project Manager, Functional

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

1. Facilitating State agency and Master Contractor discussions /meetings;

2. Identifying issues and risks, and recommending possible issue and risk mitigation strategies;

3. Identifying critical paths, tasks, dates, testing, and acceptance criteria;

4. Ensuring that performance is within scope, consistent with requirements, and delivered on time and within budget;

5. Providing solutions to improve efficiency (e.g., reducing costs while maintaining or improving performance levels);

6. Monitoring issues and providing resolutions for up-to-date status reports; and

7. Demonstrating excellent writing and oral communications skills.

Education: This position requires a Bachelor’s degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or a related discipline. Candidates must possess a Project Management Professional (PMP) ® Certification from the Project Management Institute (PMI).

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

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

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

1. A Substitution of Education for Experience: Bachelor’s Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master’s Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor’s Degree. Substitution shall be reviewed and approved by the State at its discretion.
2. Substitution of Experience for Education: Substitution of experience for education may be permitted at the discretion of the State.
3. Substitution of Professional Certificates for Experience: Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

### Contractor Personnel Maintain Certifications

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

### 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 (see definition in **Appendix 1)**, Monday through Friday except for State holidays.
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. Scheduled non-Business Hours Support: Once personnel have demonstrated an understanding of the Department infrastructure, they will also be required to participate in a rotating emergency on-call schedule, providing non-Business Hours support. Typically, personnel assigned to Department non-Business Hours support are required to be on-call 24 hours a day for a seven-day period, one week out of every four to five weeks.
4. 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 SPM of these details.
5. Minimum and Maximum Hours: Full-time Contractor Personnel shall work 40 hours per week with starting and ending times as approved by the SPM. A flexible work schedule may be used with SPM 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.
6. Vacation Hours: Requests for leave shall be submitted to the SPM at least two weeks in advance. The SPM reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

## 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 SPM or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
2. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the SPM.
3. The provisions of this section apply to Key Personnel identified in any 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.

### Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 3.14.4**.

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

### Replacement Circumstances

1. Directed Personnel Replacement
   1. The SPM may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the SPM, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Department 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 SPM, the SPM may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the SPM. If the SPM rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the SPM within five (5) days, or in the timeframe set forth by the SPM in writing.
   3. Should performance issues persist despite an approved Remediation Plan, the SPM may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.
   4. Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State’s remedies under the Contract or which otherwise may be available at law or in equity.
   5. If the SPM determines to direct substitution under **3.11.4.A.1**, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the SPM deems it necessary and in the State’s best interests to remove the Contractor Personnel with less than fifteen (15) days’ notice, the SPM may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
   6. In circumstances of directed removal, the Contractor shall, in accordance with paragraph **3.11.4.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 **3.14.4.B**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 3.14.3** to the SPM at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the SPM approves the substitution in writing.
   2. Key Personnel Replacement Due to Sudden Vacancy
      1. The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 3.14.4.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 3.14.3** within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.
   3. Key Personnel Replacement Due to an Indeterminate Absence
      1. If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the SPM as required under **Section 3.14.3**.
      2. However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the SPM the SPM may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel’s ability to return.

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

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

## Minority Business Enterprise (MBE) Reports

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

1. Submit the following reports by the 15th of each month to the SPM and the Department’s MBE Liaison Officer:
   1. A Prime Contractor Paid/Unpaid MBE Invoice Report (**Attachment D-4A**) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
   2. An MBE Prime Contractor Report (**Attachment D-4B**) identifying an MBE prime’s self-performing work to be counted towards the MBE participation goals.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit an MBE Subcontractor Paid/Unpaid Invoice Report (**Attachment D-5**) by the 15th of each month to the SPM and the Department’s MBE Liaison Officer that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amounts of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, type of work performed by each, and actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State’s representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
5. Upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

## Veteran Small Business Enterprise (VSBE) Reports

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

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

## Work Orders

1. Additional services or resources within the scope of the Contract will be provided via a Work Order process if needed. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for a fixed price. Additional services will be governed by the DHS Agile development practices, and may include custom development, configuration, migration, and/or integration with other DHS applications as detailed in **Section 2.2.2**. If a Work Order is used than work shall not begin in advance of a fully executed Work Order. In the event that a Work Order is utilized the SPM shall e-mail a Work Order Request (See **Appendix 4**) to the Contractor to provide services or resources that are within the scope of this RFP.

In the event a Work Order is requested the following information will be included:

1. Technical requirements and description of the service or resources needed

2. Performance objectives and/or deliverables, as applicable

3. Due date and time for submitting a response to the request, and

4. Required place(s) where work must be performed

B. The Contractor shall e-mail a response to the SPM within the specified time and include at a minimum:

1. A response that details the Contractor’s understanding of the work;

2. A price to complete the Work Order Request using the format provided in **Appendix 4**;

3. A description of proposed resources required to perform the requested tasks, with the labor category listed in accordance with the Pricing Proposal for Work Orders **Attachment B** - **Financial Proposal Form**;

4. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks;

5. State-furnished information, work site, and/or access to equipment, facilities, or personnel; and

6. The proposed personnel resources, including any subcontractor personnel, to complete the task.

C. For a fixed price Work Order, the SPM will review the response and will confirm the proposed prices are acceptable.

D. The SPM may contact the Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the Procurement Officer for a determination of compliance with the Contract and a determination whether a change order is appropriate. Written Procurement Officer approval is required before Work Order execution by the State.

E. Proposed personnel on any type of Work Order shall be subject to DHS approval. The Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. The SPM shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the Contractor of acceptance or denial of the personnel.

F. Performance of services under a Work Order shall commence consistent with an NTP issued by the SPM for such Work Order.

## Additional Clauses

The Contractor shall be subject to the requirements in this section and shall flow down the provisions of **Sections 3.18.1 – 3.18.5** (or the substance thereof) in all subcontracts.

### Custom Software

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

### Custom Source Code

1. For all custom software provided to the State pursuant to any Contract, the Contractor shall either provide the source code directly to the State in a form acceptable to the State, or deliver two copies of each software source code and software source code documentation to a State-approved escrow agent at no additional cost to the State following the terms set forth in the sample contract (**Attachment M**) and in **Section 3.18.3** below.
2. The State shall have the right to audit custom software source code and corresponding software source code documentation for each software product that comprises the solution as represented by the Contractor. This audit shall be scheduled at any time that is convenient for the parties to be present. The State shall be provided with software or other tools required to view all software source code.
3. The Contractor shall provide the current source code and documentation for all custom software to the State at the time of Contract termination.

### Purchasing and Recycling Electronic Products

This section does not apply to this solicitation.

### Change Control and Advance Notice

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

### 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.

**3.19.7**  **Corrective Action Plan (CAP)**

A. MDH may issue a request for a CAP to address Contractor performance issues. If any Contractor requirements as described in the RFP Contract are not satisfactorily performed, in the determination of the Contract Monitor, the Contractor shall submit a CAP upon request, describing all actions it will take to ensure that the impacted requirements will be satisfied thereafter. This CAP must be submitted to the Contract Monitor for approval within five (5) days of the Contract Monitor's written request identifying such deficiencies.

B. The Contractor shall include the following in the CAP:

1. Background information;

2. Problem definition statement;

3. Findings and root cause description;

4. Corrective actions; and

5. Corrective action implementation dates

C. If the Contract Monitor is not satisfied that the Contractor’s proposed Corrective Action Plan will prevent a recurrence of the deficiency(ies), the Contract Monitor will notify the Contractor and require a revised CAP. The revised CAP must be submitted to the Contract Monitor within three (3) days of the Contract Monitor’s rejection of the previous CAP.

# Procurement Instructions

## Pre-Proposal Conference

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

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

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 socio-economic goals for this solicitation.

MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime contractors.

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).

Those wishing to attend the web conference may request a meeting invitation by emailing Henry ThorStraten at [Henry.ThorStraten@maryland.gov](mailto:Henry.ThorStraten@maryland.gov) no later than 2:00pm Local Time Friday, August 22, 2025. 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 2:00pm Local Time Monday, August 25, 2025 In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. Reasonable efforts will be made to provide such special accommodation.

## eMaryland Marketplace Advantage (eMMA)

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.

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

All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title *(CSA/MSDNH/25-001-S - Maryland State Directory of New Hires),* and shall be submitted in writing via e-mail to the Procurement Officer no later than the date and time specified the Key Information Summary Sheet. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.

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

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

## Procurement Method

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

## Proposal Due (Closing) Date and Time

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

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

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

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

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

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

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

## Multiple or Alternate Proposals

Multiple or alternate Proposals will not be accepted.

## Economy of Preparation

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

## Public Information Act Notice

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

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

## Award Basis

A Contract shall be awarded to the responsible Offeror(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: 120 days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer’s request only with the Offeror’s written agreement.

## Revisions to the RFP

If the RFP is revised before the due date for Proposals, the Department shall post any addenda to the RFP on 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.

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

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

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

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

## Cancellations

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

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

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

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

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

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

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

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

## Acceptance of Terms and Conditions

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

## Proposal Affidavit

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

## Contract Affidavit

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

## Compliance with Laws/Arrearages

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

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

## Verification of Registration and Tax Payment

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

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

## False Statements

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

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

1. Falsify, conceal, or suppress a material fact by any scheme or device.
2. Make a false or fraudulent statement or representation of a material fact.
3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

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

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

## Payments by Electronic Funds Transfer

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

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

Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller’s website at:

<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

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

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

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

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

1. The Procurement Officer may conduct the procurement using eMMA or e-mail to issue:
   1. The RFP;
   2. Any amendments and requests for best and final offers;
   3. Pre-Proposal conference documents;
   4. Questions and responses;
   5. Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
   6. Notices of award selection or non-selection; and
   7. The Procurement Officer’s decision on any Proposal protest or Contract claim.
2. The Offeror or potential Offeror may use eMMA or e-mail as specified below to:
   1. Submit Proposals via eMMA;
   2. Ask questions regarding the solicitation via e-mail;
   3. 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, but only on the terms specifically approved and directed by the Procurement Officer and;
   4. Submit a "No Proposal Response" to the RFP via e-mail.
3. The Procurement Officer, the SPM, 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 SPM.

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

1. Submission of initial Proposals, except through eMMA;
2. Filing of protests;
3. Filing of Contract claims;
4. Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or
5. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

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

## MBE Participation Goal

### 4.26.1 Establishment of Goal and Subgoals

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

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

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

**An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section 4.26 implies that it is requesting a full or partial waiver for the remainder of the MBE goal or subgoals as applicable and, if recommended for award, shall submit documentation supporting its good faith efforts to meet the MBE goal made prior to submission of its proposal as outlined in Attachment D-1B, Waiver Guidance. Failure of an Offeror to properly complete, sign, and submit Attachment D-1A at the time it submits its Technical Response(s) to the RFP may result in the State’s rejection of the Offeror’s Proposal.**

### 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. Attachment P Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract (See Attachment P Excel spreadsheet).
12. The Offeror shall include with its Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:
13. 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
14. 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.
15. 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.

C. An MBE subcontractor project participation statement shall be furnished, signed by the offeror and each MBE listed in the MBE participation schedule, which includes:

1. A statement of intent to enter into a subcontract agreement between the prime contractor apparent successful bidder or offeror and each proposed MBE subcontractor at the time the State contract is awarded to the apparent successful bidder or offeror;

2. If a contract is executed between the procurement agency and the prime contractor or, if the prime contract has been awarded and the procurement officer makes a request, copies of the subcontract agreement or agreements. A copy of each subcontract agreement between the apparent successful bidder or offeror and each proposed MBE subcontractor, that the apparent successful bidder or offeror and each proposed MBE subcontractor intend to enter into contingent upon the State’s contract award to the apparent successful bidder or offeror, containing all necessary terms, including pricing, required for the MBE to perform its proposed work and for the apparent successful bidder or offeror to pay the MBE for its work during the contract term; and

D. Within 10 days after notice from the prime contractor of the State’s intent to award a contract, each MBE serving as a subcontractor on the recommended contract award shall complete a document stating the percentage and type of work assigned to the proposed MBE subcontractor under the recommended contract award and submit copies of the completed form to both the procurement officer and the apparent successful bidder or offeror.

E. An affidavit shall be completed and signed by the apparent successful bidder or offeror stating that, in the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors. With this affidavit, the apparent successful bidder or offeror shall provide to the procuring agency a list of MBEs with whom the apparent successful bidder or offeror negotiated, including price quotes from minority and nonminority firms.

***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.***

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

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

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

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

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

The Offeror that requested 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.

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

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

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

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

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

## VSBE Goal

### Purpose

1. The Contractor shall structure its procedures for the performance of the work required in the Contract to attempt to achieve the VSBE participation goal stated in this solicitation. VSBE performance must be in accordance with this section and **Attachment** **E**, as authorized by COMAR 21.11.13. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and **Attachment** **E**.
2. 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 [Veteran Small Business Certification program (VetCert)](https://www.va.gov/careers-employment/veteran-owned-business-support/) 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 PreProposal or other meetings the procurement agency schedules to publicize contracting opportunities to VSBEs.
2. The Offeror must include with its Proposal a completed VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule (**Attachment E-1**) whereby the Offeror:
   1. Acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If the Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal; and
   2. Responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of VSBEs at the time of Proposal submission. The Offeror shall specify the percentage of contract value associated with each VSBE prime/subcontractor identified on the VSBE Participation Schedule.
3. As set forth in COMAR 21.11.13.05.B(2), when a verified VSBE firm participates on a Contract as a Prime Contractor, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the VSBE Prime Contractor performs with its own work force towards meeting up to one hundred percent (100%) of the VSBE goal.
4. In order to receive credit for self-performance, a VSBE Prime must list its firm in the VSBE Prime/Subcontractor Participation Schedule (**Attachment E-1**) and include information regarding the work it will self-perform. For any remaining portion of the VSBE goal that is not to be performed by the VSBE Prime, the VSBE Prime must also identify verified VSBE subcontractors used to meet the remainder of the goal.
5. Within 10 Business Days from notification that it is the apparent awardee, the awardee must provide the following documentation to the Procurement Officer:
   1. VSBE Project Participation Statement (**Attachment E-2**);
   2. If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and
   3. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the VSBE participation goal.

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

## Living Wage Requirements

1. Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over $100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the 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

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

The total amount of federal funds allocated for the CSA is $71,995,106 in Maryland State fiscal year 2025. This represents 70.8% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.

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

## Conflict of Interest Affidavit and Disclosure

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

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

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

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

## Non-Disclosure Agreement

### Non-Disclosure Agreement (Offeror)

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

### Electronic Reading Room Non-Disclosure Agreement (Contractor)

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

## HIPAA - Business Associate Agreement

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

## Nonvisual Access

4.33.1 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 non-visual 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 non-visual 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.

4.33.2 If the information technology procured under this solicitation does not meet the non-visual 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 non-visual 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.

4.33.3 The bidder or offeror shall indemnify, defend and hold harmless the State for liability resulting from the use of information technology that does not meet the applicable non-visual access standards.

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

4.33.5 Prior to any IT solution being pushed to production or going live, the Contractor shall provide DoIT with a comprehensive accessibility audit report demonstrating conformance with Web Content Accessibility Guidelines WCAG 2.1 that includes the results from automated and manual testing tools including the use of Job Access With Speech (JAWS), VoiceOver and Non-Visual Desktop Access (NVDA).  The Contractor shall leverage a variety of commonly used accessibility testing procedures, including accessing the site through mainstream web browsers and evaluating accessibility, and performing comprehensive mobile accessibility testing using physical iOS and Android devices (not mobile emulators) to ensure the native accessibility features work with the respective IT solution. The report shall include a detailed timeline for the remediation of all identified accessibility issues. The Contractor may use an independent third-party accessibility testing company to conduct this work.

4.33.6 A testing and remediation plan must be provided for accessibility issues discovered with respect to information technology provided under the Contract. A testing and remediation plan must include items identified in paragraphs 4.33.3 and 4.33.3.1. If the Contractor will use any subcontractors as part of its plan, the Contractor must name the subcontractors in this plan. The Contractor shall remediate any accessibility issues identified in the accessibility audit, by DoIT, or any other state agency. The Contractor must conduct validation testing on all remediated accessibility issues and provide a copy of the validation testing results in an Excel or Word document.

4.33.7 The Contractor agrees that the use of out-of-the-box or third-party source code does not waive a Contractor’s obligation to ensure that a product complies with the requirements of this Section. Furthermore, the Contractor agrees that it bears sole responsibility to determine if any out-of-the-box source code or third-party code is accessible and to remediate any noncompliance with the State’s nonvisual access requirements or cause any noncompliance to be remediated to ensure compliance with such requirements.

4.33.8 Ten percent (10% ) of all invoiced amounts shall be held back from each payment (the “Retention Amount”), as retention money to guarantee Contractor’s performance of the obligations set forth in this clause.  Contractor may invoice the State for release of the Retention Amount upon DoIT’s written approval to place the IT solution into production. DoIT reserves the right to use the Retention Amount to pay for third-party solutions to remediate [WCAG 2.1 Level](https://www.w3.org/WAI/standards-guidelines/wcag/) A and AA accessibility issues if the Contractor is unable to remediate after 90 days following launch of the website or application.

## Mercury and Products That Contain Mercury

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

## Location of the Performance of Services Disclosure

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

## Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

## Small Business Reserve (SBR) Procurement

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

## Bonds

### 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:
   1. A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;
   2. A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;
   3. Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;

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 Maryland Department of Labor 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

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

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

Offerors shall submit Proposals through the State’s internet based electronic procurement system, eMMA.

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

Offerors shall provide their Proposals in two separate envelopes through eMMA following the [Quick Reference Guide (QRG)](https://mdprocurement.freshdesk.com/support/solutions/folders/70000471511) labelled “[**Responding to Solicitations - RFP (Vendor)**](https://mdprocurement.freshdesk.com/support/solutions/articles/70000592967-responding-to-solicitations-rfp-vendor-)” for double envelope submissions.

Two Part (Double Envelope) Submission:

1. Technical Proposal consisting of:
   1. Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
   2. Technical Proposal in searchable Adobe PDF format,
   3. a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.8**), and
2. Financial Proposal consisting of:
   1. One (1) original executed Financial Proposal and all supporting material,
   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).

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

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

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

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

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

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

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

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

1. Executive Summary (Submit under TAB C)

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

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

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

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

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

1. Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)
   1. The Offeror shall address each RFP requirement (RFP **Section 2** and **Section 3**) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in **Section 2** and **Section 3** in order, and shall contain a cross reference to the requirement.
   2. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.
   3. The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in RFP **Section 2**, Contractor Requirements: Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
   4. The Offeror shall 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.
   5. The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the SPM should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in **Section 3.11**.
   6. The Offeror shall provide a Voluntary Product Accessibility Template (VPAT) or an Accessibility Conformance Report (ACR) for any pre-existing digital technology, software, or source code proposed to be provided under the Contract containing a comprehensive analysis of the Offeror’s conformance to accessibility standards in Code of Maryland Regulations 14.33.02 (See RFP §4.33). The completed VPAT must adhere to the current published standards (currently - version 2.5 REV WCAG or 2.5 REV 508 or their latest rendition). Failure to supply a VPAT or ACR for an pre-existing coded solution may result in the Offeror’s Proposal being deemed not reasonably susceptible for award.
   7. The Offeror shall provide a Backup solution/ strategy recommendation as part of its Proposal.
   8. Disaster Recovery and Security Model description - For hosted services, the Offeror shall include its DR strategy, and for on premise, a description of a recommended DR strategy.
   9. The Offeror shall include a deliverable description and schedule describing the proposed Deliverables as mapped to the State SDLC and the Deliverables table in **Section 2.4.4**. The schedule shall also detail proposed submission due date/frequency of each recommended Deliverable.
   10. The Offeror shall include an SLA as identified in **Section 2.5**, including service level metrics offered and a description how the metrics are measured, any SLA credits should the service level metrics not be met, and how the State can verify the service level. The Offeror shall describe how service level performance is reported to the State
   11. Description of technical risk of migrating from the existing system.
   12. Non-Compete Clause Prohibition:

The Department seeks to maximize the retention of personnel working under the Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror’s employees and agents filling the positions set forth in the staffing requirements of **Section 3.13** working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

* 1. Product Requirements
     1. Offerors may propose open source software; however, the Offeror must provide operational support for the proposed software.
     2. Details for each offering: The Offeror shall provide the following information for each offering:
        1. Offering Name;
        2. Offeror relationship with manufacturer (e.g., manufacturer, reseller, partner);
        3. Manufacturer;
        4. Short description of capability;
        5. Version (and whether version updates are limited in any way);
        6. License type (e.g., user, CPU, node, transaction volume);
        7. Subscription term (e.g., annual);
        8. License restrictions, if any;
        9. Operational support offered (e.g., customer support, help desk, user manuals online or hardcopy), including description of multiple support levels (if offered), service level measures and reporting;
        10. Continuity of operations and disaster recovery plans for providing service at 24/7/365 level;
        11. Ability of the offering to read and export data in existing State enterprise data stores. Offerors in their Proposals shall describe the interoperability of data that can be imported or exported from the Solution, including generating industry standard formats;
        12. Any processing or storage of data outside of the continental U.S;
        13. Any limitations or constraints in the offering, including any terms or conditions (e.g., terms of service, ELA, AUP, professional services agreement, master agreement)
        14. Compatibility with the State’s existing single sign-on system, SecureAuth or other single sign-on approaches;
        15. APIs offered, and what type of content can be accessed and consumed;
        16. Update / upgrade roadmap and procedures, to include: planned changes in the next 12 months, frequency of system update (updates to software applied) and process for updates/upgrades;
        17. Frequency of updates to data services, including but not limited to, datasets provided as real-time feeds, and datasets updated on a regular basis (e.g., monthly, quarterly, annually, one-time);
        18. What type of third party assessment (such as a SOC 2 Type II audit) is performed, the nature of the assessment (e.g., the trust services criteria and scope of assessment), and whether the results of the assessment pertinent to the State will be shared with the State. See also **Section 3.12**;
        19. Offeror shall describe its security model and procedures supporting handling of State data. If more than one level of service is offered, the Offeror shall describe such services. Include, at a minimum:
            1. procedures for and requirements for hiring staff (such as background checks),
            2. any non-disclosure agreement Contractor Personnel sign,
            3. whether the service is furnished out of the continental U.S. (see security requirements in **Section 3.10**),
            4. Certifications such as FedRAMP,
            5. Third party security auditing, including FISMA,
            6. Published Security Incident reporting policy, and
            7. Cybersecurity insurance, if any, maintained.

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

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 3.13**. 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 3.14.5**).
  4. Provide an Organizational Chart outlining Personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.
  5. If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.

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

The Offeror shall include information on past experience with similar projects and services including information in support of the Offeror Experience criteria in **Section 3.13**. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

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

1. References (Submit under TAB H)

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

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

The Department reserves the right to request additional references or utilize references not provided by the Offeror. Offeror shall include a reliable point of contact for each reference including a direct contact phone number and email address. Points of contact must be accessible and knowledgeable regarding Offeror performance. **Offeror must alert their References that they may be contacted during the Evaluation and Selection Process (See Section 6).**

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 3.9**. See **Section 3.9** for the required insurance certificate submission for the apparent awardee.

1. Subcontractors (Submit under TAB L)

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

1. Legal Action Summary (Submit under TAB M)

This summary shall include:

* 1. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
  2. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
  3. A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
  4. In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

1. Economic Benefit Factors (Submit under TAB N)
   1. The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of the Contract. Proposals will be evaluated to assess the benefit to Maryland’s economy specifically offered. The economic benefit offered should be consistent with the Offeror’s Total Proposal Price from **Attachment B**, the Financial Proposal Form. See COMAR 21.05.03.03A (3).
   2. Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.
   3. Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.
   4. As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.
   5. In responding to this section, the following do not generally constitute economic benefits to be derived from the Contract:
      1. generic statements that the State will benefit from the Offeror’s superior performance under the Contract;
      2. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under the Contract; or
      3. tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.
   6. Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded the Contract.
   7. Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:
      1. The Contract dollars to be recycled into Maryland’s economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. **Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;**
      2. The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels; and whether Maryland employees working at least 30 hours per week and are employed at least 120 days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the Contract, so state explicitly;
      3. Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
      4. Subcontract dollars committed to Maryland small businesses and MBEs; and
      5. Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.
2. Technical Proposal - Required Forms and Certifications (Submit under TAB O)
   1. All forms required for the Technical Proposal are identified in Table 1 of **Section 7** – RFP Attachments and Appendices. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under TAB O.
   2. Offerors shall furnish any and all agreements and terms and conditions the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror’s services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents, including but not limited to any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master Agreement) and any AUP. The State does not agree to terms and conditions not provided in an Offeror’s Technical Proposal and no action of the State, including but not limited to the use of any such software, shall be deemed to constitute acceptance of any such terms and conditions. Failure to comply with this section renders any such agreement unenforceable against the State.
   3. For each service, hardware or software proposed as furnished by a third-party entity, Offeror must identify the third-party provider and provide a letter of authorization or such other documentation demonstrating the authorization for such services. In the case of an open source license, authorization for the open source shall demonstrate compliance with the open source license.
   4. A Letter of Authorization shall be on letterhead or through the provider’s e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old and must provide the following information:
      * 1. Third-party POC name and alternate for verification
        2. Third-party POC mailing address
        3. Third-party POC telephone number
        4. Third-party POC email address
        5. If available, a Re-Seller Identifier

## Volume II – Financial Proposal

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

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# Evaluation and Selection Process

## Evaluation Committee

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

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

During the evaluation process, the Evaluation Committee and/or Procurement Officer may contact Offeror’s references.

## Technical Proposal Evaluation Criteria

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

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

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

A. Quality of proposed System and solution demonstration during oral presentation;

1. The Contractor’s ability to modify the System builds during the term of the Contract;
2. The Contractor’s experience over the last five (5) years; and

D. Innovative features within the System that will enhance the current Maryland State Directory of New Hires by utilizing artificial intelligence. The proposed System should forge DHS/CSA into the future by offering a solution that reflects data manipulation and storage forecasts of the future. **See RFP § 2 and 3**.

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

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

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

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

## Financial Proposal Evaluation Criteria

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

## Reciprocal Preference

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

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

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

## Selection Procedures

### General

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

### Selection Process Sequence

1. A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment** **D-1A**) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the VSBE Utilization Affidavit and subcontractor Participation Schedule (**Attachment** **E-1**) is included and is properly completed, if there is a VSBE goal.
2. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State’s requirements and the Offeror’s ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
3. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror’s Technical Proposal. Technical Proposals are given a final review and ranked.
4. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror’s entire Proposal.
5. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO. **Offerors may only perform limited substitutions of proposed personnel as allowed in Section 3.14 (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 equal 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.

Documents required as part of the Proposal are to be submitted with the Proposal in eMMA.

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

|  |  |  |  |
| --- | --- | --- | --- |
| Y | 5 Business Days after recommended award – However, suggested with Proposal | I | Non-Disclosure Agreement (Contractor) (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>) |
| Y | 5 Business Days after recommended award – However, suggested with Proposal | J | HIPAA Business Associate Agreement (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf>) |
| N | N/A | K | Mercury Affidavit Not Required. |
| 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 | N/A | O | DHS Hiring Agreement Not required |
| Y | Within 10 Days of Award | P | Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract |
| Y | Included with Contract submission | Q | Contract Addendum with Language for General Services |
| Y | 5 Business Days after recommended award | Y | Data Use Agreement |
| Appendices | | | |
| Applies? | When to Submit | Label | Attachment Name |
| Y | N/A | 1 | Abbreviations and Definitions (included in this RFP) |
| Y | With Proposal | 2 | Offeror Information Sheet (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf>) |
| N | N/A | 3 | Non-Disclosure Agreement (Offeror) Not required. |
| Y | As directed in the RFP, Section 3.17. | 4 | Sample Work Order (included in this RFP) |
| Y | As directed in the RFP, Section 3.10.2 | 5 | Criminal Background Affidavit (included in this RFP) |
| Y | As directed in the RFP, Section 3.4.A.4 | 6 | Monthly Report Areas Covered (included in this RFP) |
| Y | N/A | 7 | Electronic Reading Room |
| Y | N/A | 8 | MD Contractor File Submission Layout – DHR |
| Y | N/A | 9 | NDNH Guide for Data Submission |
| Y | N/A | 10 | Laptop Specifications |
| **Additional Submissions** | | | |
| Applies? | When to Submit | Label | Document Name |
| Y | 5 Business Days after recommended award |  | Evidence of meeting insurance requirements (see **Section 3.9**); 1 copy |
| Y | 10 Business Days after recommended award, 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. |  | PEP; 1 copy |
| Y | With Proposal |  | Quality Assurance (QA) Methodology Plan |

1. Pre-Proposal Conference Response Form

**Solicitation Number CSA/MSDNH/25-001-S**

**Maryland State Directory of New Hires**

A Pre-Proposal conference will be held virtually on Tuesday, August 26, 2025, 12:30pm to 2:00 pm Local Time, at Location: Virtual.

CSA/MSDNH/25-001-S Maryland Directory of New Hires Pre-Proposal Conference

Tuesday, August 26 · 12:30 – 2:00pm Local Time

Time zone: America/New York

Google Meet joining info

Video call link: <https://meet.google.com/ncn-jskp-sfg>

Or dial:

More phone numbers: https://tel.meet/ncn-jskp-sfg?pin=7932897927268

Please return this form by 2:00pm Local Time Friday, August 22, 2025, advising whether or not your firm plans to attend. The completed form should be returned via e-mail to the Procurement Officer at the contact information below:

Henry ThorStraten

DHS

E-mail: Henry.ThorStraten@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 labeled CSA.MSDNH.25-001-S Attachment B - Financial Proposal Form.xls.

1. Proposal Affidavit

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

1. Minority Business Enterprise (MBE) Forms

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

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

African American: 7%

Hispanic American: 0%

Asian American: 4%

Women: 12%

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 \_\_1\_\_%.

1. Maryland Living Wage Affidavit of Agreement for Service Contracts

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

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

B. The Living Wage Law does not apply to:

(1) A Contractor who:

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

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

(2) A subcontractor who:

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

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

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

(3) Service contracts for the following:

(a) Services with a Public Service Company;

(b) Services with a nonprofit organization;

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

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

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

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

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

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

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

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

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

J. Information pertaining to reporting obligations may be found by going to the [Maryland, Department of Labor, Division of Labor and Industry website](https://www.labor.maryland.gov/labor/index.shtml) and clicking on Living Wage .

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

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

1. Mercury Affidavit

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

1. Location of the Performance of Services Disclosure

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

1. Contract

STATE OF MARYLAND DEPARTMENT OF HUMAN SERVICES (DHS)

“Maryland State Directory of New Hires”

CSA/MSDNH/25-001-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 STATE OF 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 Maryland State Directory of New Hires, Solicitation # CSA/MSDNH/25-001-S, and any amendments, addenda, and attachments thereto issued in writing by the State.

1.6 “State” means the State of Maryland.

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

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

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

2. Scope of Contract

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

Exhibit A – The RFP

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

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

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

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

3. Period of Performance

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

3.2 In its sole discretion, the Department shall have the unilateral right to extend the Contract for <<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 SPM, 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 SPM, 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 SPM. 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 3.8**.

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 3.8**.

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, 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).

26. Compliance with Laws

The Contractor hereby represents and warrants that:

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

27. Cost and Price Certification

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

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

28. Subcontracting; Assignment

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

29. Limitations of Liability

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

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

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

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

[[OR]]

(c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor’s liability shall be unlimited. [[Include for non-IT contracts.]]

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

29.2 Contractor’s indemnification obligations for Third party claims arising under Section 10 (“Indemnification”) of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor’s indemnification liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

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

30. Commercial Nondiscrimination

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

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

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

31. Prompt Pay Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Inspecting any relevant records of the Contractor;

ii. Inspecting the jobsite; and

iii. Interviewing subcontractors and workers.

Verification shall include a review of:

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

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

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

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

i. Terminate the Contract;

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

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

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

32. Living Wage

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

33. Use of Estimated Quantities

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

34. Risk of Loss; Transfer of Title

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

35. Effect of Contractor Bankruptcy

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

36. Miscellaneous

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

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

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

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

37. SPM and Procurement Officer

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

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

38. Notices

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

If to the State:

<<contractMonitorName>>

<<contractManagerAddress>>

Phone Number: <<contractManagerPhoneNumber>>

E-Mail: <<contractManagere-mail>>

With a copy to:

<<procurementOfficerName>>

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

<<procurementOfficerAddress>>

Phone Number: <<procurementOfficerPhoneNumber>>

E-Mail: <<procurementOfficerE-mail>>

If to the Contractor:

(Contractor’s Name)

(Contractor’s primary address)

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

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

Parent Company Guarantor

Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

<<39.>> Liquidated Damages for MBE

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

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

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

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

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

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

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

(e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: $<<insert appropriate rate following calculation instructions from GOSBA>> per day until the undisputed amount due to the MBE subcontractor is paid. [[Remove this sub-clause if this Contract is subject to section 15-226 of the State Finance and Procurement Article – Construction Contracts – Prompt Payment of subcontractors.]]

<<39.>>2 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and exercise any and all other rights or remedies which may be available under the Contract or Law.

<<40.>> Parent Company Guarantee (If applicable)

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

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

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

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

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

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

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

HIPAA clauses do not apply to this Contract.

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

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

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

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

(a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;

(b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract; and

(c) Otherwise providing good information management practices regarding all health information and medical records.

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

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

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

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

(a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;

(b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract; and

(c) Otherwise providing good information management practices regarding all health information and medical records.

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

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

<<44.>> Limited English Proficiency

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

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

<<45.>> Maryland’s Green Purchasing Reporting Requirements

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

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

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

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

SIGNATURES ON NEXT PAGE

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

|  |  |
| --- | --- |
| Contractor | State of Maryland  STATE OF MARYLAND DEPARTMENT OF HUMAN SERVICES (DHS) |
|  |  |
| By: | By: <<agencyContractSigner>>, <<agencyContractSignerTitle>> |
|  |  |
| Date |  |
|  |  |
| PARENT COMPANY (GUARANTOR) (if applicable) | By: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| By: | Date |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Date |
| Approved for form and legal sufficiency  this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Assistant Attorney General |  |
|  | |
| APPROVED BY BPW: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_  (Date) (BPW Item #) | |
|  | |

1. Contract Affidavit

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

1. DHS Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

1. Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract

Included as a separate attachment labeled: CSA.MSDNH.25-001-S Attachment P - Prime Contractor List of ALL Subcontractors

Attachment Q Contract Addendum with Language for General Services

**CONTRACT LANGUAGE FOR GENERAL SERVICES**

I. 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) The contractor and the contractor’s employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

(3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available 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 by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

(6) 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.

(7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(8) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

(1) 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 returns or return information disclosed to such 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

Publication 1075 (September 2016) Page 142

Safeguarding Contract Language Exhibit 7

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 IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) 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 by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000.00 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 $1,000.00 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 IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) 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.

(4) 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 must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and

Publication 1075 (September 2016) Page 143

Safeguarding Contract Language Exhibit 7

annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10 ) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS’ right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Attachment Y: Data Use Agreement

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/08/Attachment-Y.-Data-Usage-Agreement-1.pdf>

Appendix 1. – Abbreviations and Definitions

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

A. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet.

B. Access – The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.

C. Application Program Interface (API) – Code that allows two software programs to communicate with each other.

D. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).

E. CAL- Case Action Logs.

F. CAP- Corrective Action Plan.

G. CSA- Child Support Administration.

H. CSMS- Child Support Management System.

I. COMAR – Code of Maryland Regulations available on-line at https://dsd.maryland.gov/Pages/COMARHome.aspx.

J. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment M.

K. Contractor – The selected Offeror that is awarded a Contract by the State.

L. 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.

M. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.

N. Data Transmittal – An electronic exchange of Data between Partners using agreed upon Specifications.

O. Department of Human Services (DHS or the “Department”).

P. DPAF – Agency Deliverable Product Acceptance Form.

Q. ECMS – Electronic Case Management System.

R. eMMA – eMaryland Marketplace Advantage (see RFP Section 4.2).

S. Employer Database Maintenance Services (Employer Database).

T. ECM- Enterprise Content Management is a secure intranet-based electronic data system which allows for rapid information storage and retrieval

U. EHD- Employer Help Desk.

V. ESB- Elastic Block Store is a cloud based storage technology.

W. ESW- Employer Service Website.

X. 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.

Y. Failover/fallback – The ability to switch seamlessly to an automatic backup system.

Z. FedRAMP – Federal Risk and Authorization Management Program.

AA. FEIN- Federal Employment Identification Number

BB. FISMA – Federal Information Security Modernization Act.

CC. Income Withholding Notice Management Services (IWN).

DD. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

EE. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.

FF. 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 3.13.

GG. LDSS – Local Department of Social Services.

HH. 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.

II. MDOL- Maryland Department of Labor.

JJ. Maryland State Directory of New Hires Program (MSDNH)

KK. MDThink – ‘Maryland Total Human-services Integrated NetworK.’ A cloud-based shared services platform and data repository for delivering vital human services to citizens of Maryland.

LL. 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.

MM. NDNH- National Directory of New Hires.

NN. NMSN- National Medical Support Notice Management Services.

OO. New Hires Employer Outreach Package – The informational package providing documentation regarding the required MSDNH, IWN, and NMSN programs. This information packet contains Maryland’s Employer Notification Letter; Fact Sheet Maryland State Directory of New Hires; Maryland Annotated Code § 8-626.1 - Labor and Employment Article; the New Hire Reporting Brochure; and the Directory of New Hires Reporting Form (which will be provided in Electronic Reading Room).

PP. NCP- Non-Custodial Parent.

QQ. 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.

RR. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, or Work Order. Additional NTPs may be issued by either the Procurement Officer or the SPM regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.

SS. NTP Date – The date specified in a NTP for work on Contract, project, or Work Order to begin.

TT. OCSS - Office of Child Support Services.

UU. Offeror – An entity that submits a Proposal in response to this RFP.

VV. 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.

WW. 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.

XX. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.

YY. 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.

ZZ. Electronic Reading Room – An online folder containing pertinent files of information useful to the contractor to provide required services of the RFP.

AAA. Request for Proposals (RFP) – This Request for Proposals issued by the Department of Human Services (Department), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.

BBB. SaaS – Software as a Service. A cloud-based app connected to and used over the internet.

CCC. SFTP- Secure File Transfer Protocol

DDD. 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.

EEE. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.

FFF. 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.

GGG. Service Level Agreement (SLA) - Commitment by the Contractor to the Department that defines the performance standards the Contractor is obligated to meet.

HHH. SLA Activation Date - The date on which SLA charges commence under this Contract, which may include the date of (a) completion of Transition in, (b) a delivery, (c) releases of work, or (d) data retention period.

III. 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.

JJJ. 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.

KKK. Solution - All Software, deliverables, services and activities necessary to fully provide and support the RFP scope of work. This definition of Solution includes all System Documentation developed as a result of this Contract. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.

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

MMM. State – The State of Maryland.

NNN. SUIN- State Unemployment Identification Number

OOO. 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.

PPP. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.

QQQ. 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.

RRR. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.

SSS. 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.

TTT. 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.

UUU. UI- Unemployment Insurance.

VVV. UEI- Unique Entity ID.

WWW. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.

XXX. 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.

YYY. Warm Backup – A system, server, or website that mirrors the production environment with important data and features with fully connected equipment located at a secondary location powered on and ready on standby for failover. This ensures that the primary site will not incur extended outages despite localized power, networking, or hardware failures.

ZZZ. WCAG - Web Content Accessibility Guidelines

AAAA. Work Order – A subset of work authorized by the SPM performed under the general scope of this RFP, which is defined in advance of Contractor fulfillment, and which may not require a Contract Modification. Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Work Order

Appendix 2. – Offeror Information Sheet

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

Appendix 3. – Non-Disclosure Agreement (Offeror)

Not required for this RFP.

Appendix 4. – Sample Work Order

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| WORK ORDER | | Work Order # | | | Contract # | | |
| CSA/MSNDH/25-001-S | | | | | | | |
| This Work Order is issued under the provisions of the Contract. The services authorized are within the scope of  services set forth in the Purpose of the Work Order. | | | | | | | |
| Purpose | | | | | | | |
| Statement of Work  Requirements:  Deliverable(s), Acceptance Criteria and Due Date(s):  Deliverables are subject to review and approval by DHS prior to payment. (Attach additional sheets if necessary) | | | | | | | |
| Start Date | | | | | End Date | | |
| Cost | | | | | | | |
| Description for Task / Deliverables | Quantity  (if applicable) | | Labor Hours  (Hrs.) | Labor  Rate | | Estimate Total | |
| 1. | | $ | | | $ | | |
| 2. | | $ | | | $ | | |
| \*Include WBS, schedule and response to requirements. | | DHS  shall pay an amount not to exceed | | | $ | | |
| Contractor | | | | | Agency Approval | | |
| (Signature) Contractor Authorized Representative  (Date) | | | | | (Signature) Contract Manager (Date) | | |
| POC | | (Print Name) | | | Contract  Manager | | <<contractManagerName>> |
| Telephone No. | | Telephone  No. | | | <<contract Manager PhoneNumbe r>> | | |
| E-mail: | | E-mail: | | | <<contract Manageremail>> | | |

Appendix 5. – Criminal Background Affidavit

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

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

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

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

Name of Contractor

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

Printed Name of Affiant

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

Signature

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

Date

Appendix 6. – Monthly Report Areas Covered

|  |  |
| --- | --- |
| **Monthly Report Area** | **Description** |
| **Staffing** | Table of the current staffing working at the Maryland State Directory of New Hires. |
| **Cumulative Summary** | Quick reference of the important stats that create an ongoing yearly count of progress. |
| **Sent by Type by Date** | Number of new hire records entered by date broken out by how received. These are the records that were sent to the state on each of the given days. |
| **Received by Type by Date** | Number of new hire records on the received date instead of the entry date. Not all of these records are sent to the state due to duplicates and rejects that may have been received. |
| **Turnaround Report** | Number of records entered past the turnaround time for each day. The detailed information is provided on records entered past turnaround and reject corrections. These are broken up between electronic and non-electronic. |
| **Count of Companies Reporting** | Count of employers reporting new hires during the reporting period broken out by employers with primary addresses in the state being reported on and out-of-state companies. |
| **New Employer Table** | Details of new employers added to the system. It includes only employers reporting new hires. |
| **New Employers by Name** | Details of new employers added to the system. These new employer reports may have employers entered from other sources such as employers setting up a new profile or QA data but who did not necessarily report in new hires in the reporting period. |
| **Employer Call Received** | Number of calls received by the New Hire Reporting Program. It is broken down into the following options: |
|  | **Noncompliance option:** Recording informing employers about the non-compliance letter they may have received. |
|  | **New Hire Reporting option:** Recording informing employers what the new hire reporting program is about. |
|  | **Technical Support option:** Live person that helps employers with tech issues such as uploading files or password resets. |
|  | **Customer Service option:** Live person that helps with answering questions about the program and any other questions about their company’s reporting. |
| **New Hire Call Report** | Details of the calls and emails that are being received and answered by the new hire team. It gives more detail about what the call is about. It also shows any escalations. |
| **Reject Correction List** | List of rejected records. User has options to show just records needing correction, corrected and uncorrected records, or just corrected records. |
| **Rejects by Employer** | Breakdown of rejected records by employer. |
| **Rejects by Reasons** | Breakdown of rejected records by rejecting reasons for the reporting period. |
| **Reject Letter Summary** | List of employers who were sent reject letters/emails and whether or not they have responded. |
| **Verification Accuracy** | Information on records corrected during verification for each DEO and the total for the center. |
| **QA Summary – All Fields** | QA results by QA with results for all users summarized at the bottom of the report. |
| **Outreach** | Details on the amount of outreach given in a certain month. It shows proactive compliance outreach and targeted outreach. It is broken down by email and mail outreach efforts. It also provides response rates from employers. |
| **Batch Status Report** | Summary of batches for each day in the reporting period. A batch is the amount of records that are manually entered. |
| **ADCvps** | The reports we receive weekly from the Child Support Enforcement Administration. These are summaries of the rejects and warnings we receive back from records that were already submitted to OCSS. |
| **EPP Employers** | Quarterly report that lists the non-compliant employers for a given quarter. These are the employers that were sent a non-compliant letter in that given month. |

Appendix 7. – Electronic Reading Room

This Electronic Reading Room will be on an MDThink SFTP server. It will contain the following reports:

* Administrative and Operational Procedures Manual
* Annual Outreach Plan
* Annual Report
* Breach of Data Plan
* Contract
* Corrective Action Plan (CAP)
* CSMS NMSN Mailings
* Current Certificates of Insurance
* Database Adjustments Report
* Disaster Recovery Plan (DRP)
* Employees Not Reported by Employer Report
* End of Contract Transition-Out Plan and final turnover plan
* EWO Performance requirements
* Federal NDNH Guide for Data Submission
* Federal Rejection Report
* Help Desk Hotline Activities
* IWN Performance requirements
* Maryland New Hire Monthly Reporting Statistics
* Maryland State Directory of New Hires- Monthly Invoice
* MD Employer File Submission Layout-DHS
* NMSN Performance requirements
* Non-Compliant Employer Notices
* Non-Compliant Employers and/or Independent Contractors Report
* Prime Contractor Unpaid MBE Invoice Report
* Problem Escalation Procedure
* Process Completed NMSN
* Process Completed NMSN after waiting period
* Quality Assurance Methodology Plan
* Rejected Mail Notices
* Repeat Employer Offenders Report
* Retention of Data Report
* RFP
* SOC 2 Type 2 Audit Report
* Subcontractor Payment Invoice Report
* TERM Performance requirements
* Transition-In Implementation Report
* Update information obtained through NMSN
* Updated NHEIP
* VSBE

Appendix 8. – MD Contractor File Submission Layout – DHR

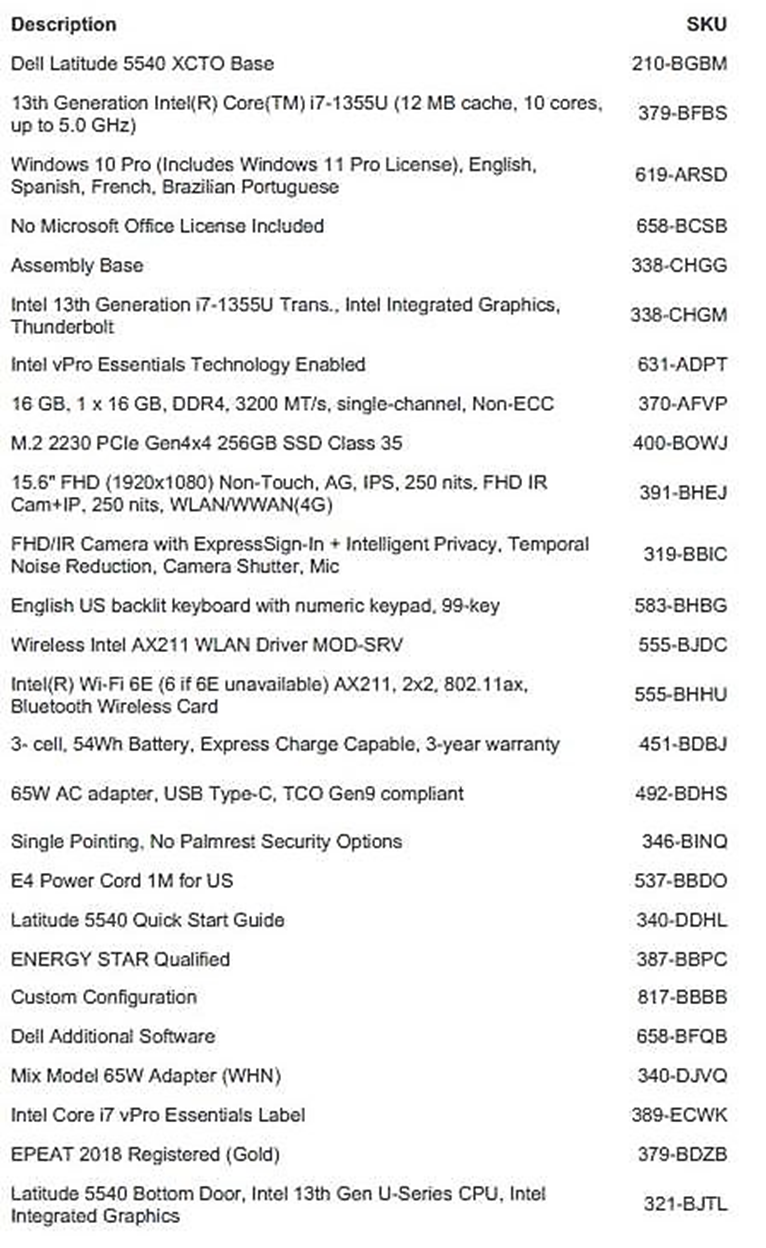
<https://dhs.maryland.gov/documents/Request%20for%20Proposal/CSEA-SDNH-14-001-S/ATTACHMENT%20S%20-%20MD%20Employer%20File%20Submission%20Layout%20-%20DHR.doc>

Appendix 9. – NDNH Guide for Data Submission

<https://www.acf.hhs.gov/sites/default/files/documents/ocse/ndnh_guide_for_data_submission.pdf>

Appendix 10. – Laptop Specifications

Dell Latitude 5540 Specifications



Dell Latitude 5540 Specifications – Continued

