

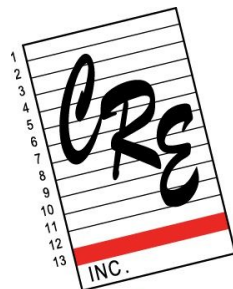
**In The Matter Of:**  
*REQUEST FOR PROPOSALS*  
*MARYLAND STATE DIRECTORY OF NEW HIRES*

---

*RFP #: CSA/MSDNH/20-001 S*  
*June 7, 2019*  
*PRE-PROPOSAL CONFERENCE*

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**Min-U-Script® with Word Index**

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REQUEST FOR PROPOSALS

MARYLAND STATE DIRECTORY OF NEW HIRES

RFP NUMBER: CSA/MSDNH/20-001 S

\* \* \* \* \*

Friday, June 7, 2019

9:30 a.m.

\* \* \* \* \*

Held at:

State of Maryland

Department of Human Services

311 West Saratoga Street, Room 952

Baltimore, Maryland

\* \* \* \* \*

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IN ATTENDANCE

MARYLAND DEPARTMENT OF HUMAN SERVICES:

SAMUEL EDUFUL, Procurement Officer  
V. VASHTI GREEN, MBA, Director  
LAUREN GRAZIANO, MBE Director  
AUNG HTUT, Procurement Officer  
CHRISTINA TABUTEAU, Executive Director  
LATICIA MUSE, Grants & Procurement  
DANNY GULLEY, Procurement Specialist  
SANG KANG, Procurement Officer  
AUDREY TORRIENTE, Procurement  
NIA GRAVES, Procurement

OFFICE OF THE ATTORNEY GENERAL:

SIMON CORNBERG, ESQ.

MAXIMUS:

GARY JOHNSON  
DENEENE SMITH  
COLLEEN MARTIN (via phone)

ICF INC., LLC:

LAURA FULLER (via phone)  
SAAD NANSTERLI (via phone)

STELLAR WARE CORPORATION:

HOPE MILLER (via phone)

-oOo-

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2 (9:30 a.m.)

3 Welcome and Introductions

4 SAMUEL EDUFUL: Good morning. My  
5 name is Samuel Eduful and I would like to  
6 welcome you to the Department of Human  
7 Services.

8 Today we will share with you  
9 information concerning the Request for  
10 Proposal entitled Maryland State Directory  
11 of New Hires.

12 If you've not done so, please  
13 sign in on the Sign-In Sheet provided. But  
14 if you have your business card, please  
15 staple it so that it will be easier for us  
16 to take note of that.

17 And then also you also need to  
18 indicate on the Sign-In Sheet if you are a  
19 Certified MBE or SBR organization because  
20 the Department will want to track these  
21 organizations for future opportunities.

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1           So please know that this Proposal  
2 Conference is being transcribed by Court  
3 Reporters, ETCetera, Incorporated. So when  
4 you're asking questions, please state your  
5 name and the name of your company for the  
6 record. A transcript of this conference  
7 will be made available on eMaryland  
8 Marketplace and DHS website.

9           So we'll start with the  
10 introduction, so I'll go on the phone. And  
11 please mention your name and then the name  
12 of your organization and then also state if  
13 you are a Certified MBE or SBR organization.

14           So who do we have on the line?

15           COLLEEN MARTIN: Good morning.  
16 This is Colleen Martin with Maximus. We are  
17 neither MBE or SBE.

18           SAMUEL EDUFUL: All right. Who  
19 else do we have on the line?

20           LAURA FULLER: Good morning.  
21 This is Laura Fuller with ICF, and we fall

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1 into neither category.

2 SAMUEL EDUFUL: All right. Thank  
3 you.

4 Who else do we have on the phone?

5 SAAD NANASTERLI: This is Saad  
6 Nanasterli also with ICF, and neither.

7 SAMUEL EDUFUL: Please start  
8 again because it wasn't clear.

9 SAAD NANASTERLI: This is Saad  
10 Nanasterli with ICF, and we are also  
11 neither.

12 SAMUEL EDUFUL: Okay. Thank you,  
13 Saad.

14 HOPE MILLER: Hi. This is Hope  
15 Miller with Stellar Ware, and we are MBE.

16 SAMUEL EDUFUL: All right. Thank  
17 you.

18 Who else do we have on the phone?

19 (No Response.)

20 SAMUEL EDUFUL: All right. So  
21 we'll start with the introduction in the

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1 room.

2                   So as I said, my name is Samuel  
3 Eduful and I'm going to be the Procurement  
4 Officer for this solicitation. So we'll  
5 start from my right.

6                   VASHTI GREEN: Good morning,  
7 everyone. My name is Vashti Green. I'm  
8 Director of Contracts & Procurement for the  
9 Child Support Administration.

10                   SIMON CORNBERG: Hi. Good  
11 morning. Simon Cornberg from the Attorney  
12 General's Office.

13                   DANNY GULLEY: Good morning,  
14 everyone. I'm Danny A. Gulley. I'm with  
15 the Procurement section of DHS.

16                   LATICIA MUSE: Good morning.  
17 Laticia Muse, Child Support Administration,  
18 Grants & Procurement Unit.

19                   DENEENE SMITH: Good morning.  
20 I'm Deneene Smith, Maximus.

21                   SAMUEL EDUFUL: Thank you.

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1                   GARY JOHNSON: My name is Gary  
2 Johnson. I'm with Maximus, and I'm neither  
3 MBE or the --

4                   SAMUEL EDUFUL: Okay. All right.

5                   SANG KANG: Sang Kang,  
6 Procurement.

7                   AUDREY TORRIENTE: Audrey  
8 Torriente, Procurement.

9                   NIA GRAVES: Nia Graves,  
10 Procurement.

11                  AUNG HTUT: Aung Htut,  
12 Procurement.

13                  LAUREN GRAZIANO: Good morning.  
14 Lauren Graziano. I am Director of  
15 Government Affairs for DHS, formally the MBE  
16 Director for DHS.

17                  CHRISTINA TABUTEAU: And I am  
18 Christina Tabuteau. I'm the Deputy  
19 Executive Director for Child Support.

20                  SAMUEL EDUFUL: All right. Thank  
21 you.

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1                   So we'll procedure with the  
2 Opening Remarks. So I will invite Christina  
3 to give us the Opening Remarks for this  
4 meeting.

5                   Opening Remarks

6                   CHRISTINA TABUTEAU: So as I  
7 said, I am Christina Tabuteau. I'm Deputy  
8 Executive Director for Child Support. I  
9 oversee Operations. And I would just like  
10 to thank you all for coming and showing  
11 interest in our RFP today. We really are  
12 excited to have so many folks on the phone  
13 and in the room, so I'd like to say thank  
14 you for being here.

15                   I would like to take a quick  
16 second to thank my team for working so hard  
17 on this Proposal: Vashti, your group. It's  
18 been a longtime coming but we, you know, you  
19 all have taken this very seriously. You  
20 know what this means to the Agency and to  
21 Child Support. So I really want to thank

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1 the IPM team and everyone who's worked so  
2 hard to get us to this place today. So  
3 we're really excited to hear what you all  
4 have.

5 I'm going to read a couple of  
6 notes that Vashti prepared for me so that I  
7 get it right, and then I have to leave. But  
8 Vashti and the team will be here to answer  
9 any more specific questions that you all may  
10 have, because I'm sure there will be plenty.

11 So as you all, I'm sure, know:  
12 The State Directory of New Hires is a  
13 federal mandate for us. So we would have  
14 the Contractor to provide, operate and  
15 maintain the Department's State Directory of  
16 New Hires, which is: Collecting, storing  
17 and extracting information reported by  
18 employers and to report employment  
19 information on newly-hired or rehired  
20 employees.

21 This program is really important

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1 to us. We really get a lot from it with our  
2 current vendor, and we're hoping to move  
3 forward and have the same.

4 So we've contracted these  
5 services since approximately 2000, and we  
6 have provided a number of records processed  
7 annually from since about calendar year  
8 2010. So that should be available for  
9 everyone.

10 We have some new services that  
11 we've included in this Solicitation, which  
12 would be: Income Withholding, Management  
13 Services, and National Medical Support,  
14 Notice Management Services, Employer  
15 Database Maintenance Services, and Outreach  
16 Services to increase implementation and  
17 employer compliance with wage withholding,  
18 and implementation and conversion to an  
19 Electronic Database Submission.

20 So we are hoping that these new  
21 services will really help us get to what our

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1 goal is in Child Support: It is to provide  
2 children with what they need.

3           So, again, I'd like to thank you  
4 all for being here. The staff and team will  
5 be here to provide you with answers to any  
6 additional questions that you may have and  
7 to get further into detail. But thanks for  
8 coming and I enjoyed meeting you all today.  
9 If you need anything else from me, just let  
10 Vashti know.

11           SAMUEL EDUFUL: All right. Thank  
12 you, Christina.

13           (Thereupon, Christina Tabuteau  
14 exited the conference room.)

15           Key Information Summary Sheet

16           SAMUEL EDUFUL: All right. So  
17 I'll continue with the Key Information  
18 Summary Sheet.

19           For the purpose of this RFP, I'm  
20 going to be the Procurement Officer and the  
21 sole point of contact between the State and

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1 the Vendor community. So please do not  
2 contact other State representatives  
3 regarding questions about this Request for  
4 Proposal. Please direct all inquiries to my  
5 attention.

6 The title of this Proposal is  
7 called Maryland State Directory of New  
8 Hires, and the Solicitation Number is  
9 CSA/MSDNH/20-001 S. And the RFP was issued  
10 on May 24th, 2019.

11 Proposals are to be sent to  
12 Maryland Department of Human Services, 311  
13 West Saratoga Street, 9th Floor, Baltimore,  
14 Maryland 21201; Attention: Samuel Eduful.

15 In order to receive a Contract  
16 award, Vendors must be registered on  
17 eMaryland Marketplace. And then each  
18 Offeror is requested to indicate its  
19 eMaryland Marketplace Vendor Number in the  
20 Transmittal Letter submitted at the time of  
21 its Proposal submission.

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1           Responses to all questions will  
2 be posted on the eMaryland Marketplace and  
3 the DHS website.

4           So for the purpose of this  
5 Request for Proposal, questions should be  
6 submitted by 2:00 p.m. local time on June  
7 18, 2019.

8           And then the proposal due date  
9 and time is 2:00 p.m. local time on Friday,  
10 June 28, 2019, in order to be considered.

11           Proposals received after the due  
12 dates and time cannot and will not be  
13 accepted -- will not be accepted.

14           The MBE subcontracting goals for  
15 this Proposal is 30% with the following  
16 subgoals: 7% for African American MBES; 0%  
17 for Asian American MBES; 2% for Hispanic  
18 African MBES; and 8% for Women-Owned MBES.  
19 This Contract also has -- VA has the  
20 subcontracting goal of 1%.

21           And then the Contract's type is

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1 firm/fixed price with fixed rates recorded.

2           The duration of this Contract is  
3 three (3) years with two (2) 1-year renewal  
4 options.

5           So I'll move onto the Minimum  
6 Qualifications.

7           Minimum Qualifications

8           SAMUEL EDUFUL: Offerors must  
9 provide proof with its Proposal with the  
10 following Minimum Qualifications have been  
11 met within the last five (5) years:

12           A minimum of three (3) years of  
13 experience developing databases, using  
14 technologies such as SQL, Oracle, and other  
15 databases technologies.

16           The Offerors shall also provide  
17 with its Proposals one (1) or more  
18 references from the past five (5) years who  
19 are collectively able to attest to the  
20 Offeror's required years of experience in  
21 developing databases.

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

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

20           I'll now hand over to Vashti to  
21 walk us through Section 2 and 3.

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1           Scope of Work Contract Requirements

2                   VASHTI GREEN: Okay. So this is  
3 a pretty hefty RFP in size and the  
4 requirements are many, so I'm just going to  
5 highlight some key points that we think that  
6 we should emphasize so that it is clearly  
7 noted of our expectations and the  
8 requirements. I'll start with that:

9                   The current services that we do  
10 for new hires is just that: Collection,  
11 maintenance operation of the Maryland State  
12 Directory of New Hires.

13                   We have additional components  
14 that will be added to the services for the  
15 new contract, and that will be: Income  
16 Withholding Management Services, National  
17 Medical Support Notice Management Services,  
18 Employer Database Maintenance Services. And  
19 we do do Outreach, but that was added in as  
20 additional Outreach Services will be added  
21 into the new contract.

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1           The Department intends to make a  
2 single award as a result of this RFP. And  
3 the successful offeror shall remain  
4 responsible for contract performance  
5 regardless of subcontractor participation of  
6 the work.

7           On Page 10 it states how CSA was  
8 established under the Title IV-D of the  
9 Social Security Act, so I'm not going to go  
10 into that type of detail. That's general  
11 knowledge. And because of those that have  
12 come to the table today, you already are  
13 aware of that, so it would be redundant.

14           I'm just going to really try to  
15 go and discuss the services that are  
16 required. Is that Okay?

17           LAUREN GRAZIANO: No objections.

18           VASHTI GREEN: So I will state  
19 that the services we are looking for will be  
20 provided at the local offices in each County  
21 within Maryland.

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1           So we have a system. DHS uses  
2 the Child Support Enforcement System as a  
3 system of record to manage cases, including  
4 functions such as issuance and processing of  
5 of IWNS and NMSNs. That stands for Income  
6 Withholding Notices and National Medical  
7 Support Notices. In addition, DHS utilizes  
8 the Child Support Dashboard to view and  
9 track resolution of work regarding incoming  
10 mail. The Dashboard is used to identify  
11 cases to be worked where wage liens have  
12 been issued but no child support payments  
13 via wage attachments have been received by  
14 CSES. The Employer Contact Data Table,  
15 which we call "Employer Table," is also  
16 accessed through the Dashboard. A file from  
17 CSES, which includes data regarding  
18 collections and wage attachments, is  
19 refreshed in the Dashboard on a weekly  
20 basis, and Case Action Log notes entered  
21 into the Dashboard are uploaded into CSES.

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1 On a daily basis a file of all mail scanned  
2 and indexed is uploaded into the Dashboard.

3 So I shared that because these  
4 are additional systems that will be used in  
5 conjunction with the database. I will go  
6 into it a little further as I go down.

7 So overall the purpose of this  
8 RFP will be to acquire the services of a  
9 Contractor to operate the Maryland State  
10 Directory of New Hires; the IWN (which is  
11 Income Withholding Notices); the National  
12 Medical Support Notice; Employer Database  
13 Maintenance Services, and Outreach Services  
14 (collectively known as the System.)

15 Employers play a critical role in  
16 CSA's -- excuse me if you hear me say  
17 "CSES," that's our former name -- service  
18 delivery by providing employment and income  
19 information to the State through the System.  
20 The Maryland Department of Labor, licensing  
21 and Regulation (also known as DLLR) uses new

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1 hire information to detect fraudulent  
2 Unemployment Insurance (UI) claims and  
3 prevent UI overpayments. The data exchange  
4 DLLR, Contractor, and DHS/CSA enables DLLR  
5 to reduce the number of UI claimants  
6 receiving benefits while employed.

7 We also submit data to the  
8 Federal Office of Child Support Enforcement  
9 (OCSE) and they use the new hires  
10 information to update the National Directory  
11 of New Hires (NDNH) and to transmit  
12 employment information nationwide for the  
13 collection of child support obligations.

14 On Page 11 of the Solicitation,  
15 we have a chart, and it's entitled Table 1,  
16 and it has the Annual Electronic and  
17 Non-Electronic Records Reported from  
18 Calendar Year 2010 inclusive of 2018. And  
19 that shows the volumes and the percentages  
20 reported.

21 The Contractor shall be

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1 responsible for providing IWN and NMSN  
2 services to all jurisdictions statewide with  
3 the exception of Baltimore City. And  
4 Baltimore City statistics are not included  
5 in this data here that are on the charts.

6 On Page 12, we also include the  
7 numbers for your projections to include  
8 Income Withholding Notices, and we only  
9 provided two years, which is State Fiscal  
10 Year '16 (SFY16) and State Fiscal Year '17  
11 (SFY17). That data also excludes Baltimore  
12 City. They do their own.

13 It is estimated that 41,800  
14 Employer Termination Notices and 21,100  
15 Medical Support Notices are completed and  
16 returned by the employers annually.

17 On Table 3, as well on Page 12,  
18 shows stats for --

19 (Phone Interruption.)

20 VASHTI GREEN: Table 3 shows as  
21 well that data and statistics representing

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1 the National Medical Support Notices process  
2 for the same timeframe, State Fiscal Year  
3 '16 (SFY 16) and State Fiscal Year '17 (SFY  
4 17).

5 So we have six primary goals and  
6 objectives and they are to include:

7 Increase child support  
8 collections via wage attachments.

9 Enable our counterpart sister  
10 agency, DLLR, to identify and reduce  
11 fraudulent UI claims in Maryland.

12 We also expect to increase the  
13 percentage of Maryland new hires being  
14 reported electronically.

15 We also intend to improve  
16 accuracy of employer contact information in  
17 all of the Systems collectively.

18 And it is also our goal to  
19 develop and maintain Database Adjustment  
20 Reports for each of the programs we  
21 discussed, to include the website, which we

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1 will discuss a little later.

2 And also it will be a goal to  
3 develop an innovative System that will  
4 enhance the current Maryland State Directory  
5 of New Hires.

6 Moving on to Existing Systems:

7 The following are the DHS systems  
8 that are currently owned and operated by  
9 DHS. I've touched on it, the first one  
10 being the Dashboard.

11 We also have the CSES system.  
12 That's our main system of record for all  
13 child support records.

14 We also have the Enterprise  
15 Content Management Solution system, the  
16 acronyms are ECMS, and that is a secure  
17 intranet-based electronic data system which  
18 allows for rapid information storage and  
19 retrieval. ECMS also enables secure,  
20 electronic management of case and client  
21 content effectively across DHS by enabling

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1 case workers to scan and process customer  
2 applications with a reduced need for paper  
3 storage.

4 There's also a modernized system  
5 which is being built and this system is  
6 planned to go into production in the Year  
7 2020.

8 I also am going to highlight this  
9 NOTE: At the time of the writing of this  
10 RFP, the DHS is engaging in system  
11 modernization efforts - Maryland's Total  
12 Human-services Information Network, also  
13 known as MD THINK, and anticipates that new  
14 and/or replacement systems will be  
15 implemented during this Contract term, the  
16 new Contract term. These modernization  
17 efforts may replace some of the systems that  
18 are listed to include the Dashboard, CSES,  
19 ECMS, et cetera.

20 The successful Offeror shall be  
21 expected to assist DHS with testing

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1 interfaces and/or data files as it relates  
2 to services provided in this RFP and make  
3 modifications to their systems as  
4 appropriate. There's also a referral to  
5 Section 3.15 relating to the very same.

6 The State Responsibilities are  
7 noted on Page 14:

8 The State will provide access to  
9 the applicable State managed systems as I  
10 just discussed and also refer to Section 3.2  
11 for State provided services during the  
12 Transition-In period.

13 We're going to move onto the  
14 Contractors Responsibilities, number one  
15 being the Maryland State Directory of New  
16 Hires, also known as MSDNH:

17 Any employer conducting business  
18 in the State of Maryland is required to  
19 report to the New Hire Database of any  
20 newly-hired, rehired or return to work  
21 employee or contracted entity within twenty

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1 (20) calendar days of employment or  
2 reemployment. Any employee whose employment  
3 is discontinued prior to the twentieth day  
4 of employment must be reported to the System  
5 as well. Employers will upload new hire  
6 records and reports electronically or they  
7 can report them manually. There's a manual  
8 process. The Contractor will create and  
9 maintain an automated system for collecting,  
10 storing, transmitting, and extracting  
11 information reported by employers of the  
12 same. DLLR will provide the Contractor with  
13 a monthly New Employer file to help identify  
14 new employers, and the Contractor will use  
15 that data to do the initial outreach.

16 There are components that will  
17 have to be adhered to on Page 14 through 18  
18 that really detail out the steps of the  
19 current new hire process. We are not  
20 changing anything within that process. So  
21 because that's already a operating system,

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1 that's also -- the vendors that are  
2 participating today are well aware of those  
3 processes, and I don't feel a need to really  
4 touchdown in detail on that. I would like  
5 to highlight the more newer services that  
6 are being added onto the Contract.

7 So we will go to Page 19. I do  
8 want to briefly touch on Non-Compliant  
9 Employers:

10 Quarterly, the State receives the  
11 Federal Employer Participation Project  
12 Report, it's also known as EPP. This report  
13 notifies our Contractor of employers that  
14 have come into non-compliance by not  
15 reporting employees that were hired over  
16 that 20-day period. And the steps that are  
17 detailed out as to how the Contractor is  
18 supposed to notify the employer and bring  
19 them into compliance. There are five (5)  
20 main components there on Page 19 that list  
21 out the steps of what they are supposed to

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1 do.

2 A new service on Page 19 is the  
3 Income Withholding Notice Management  
4 Services. And Laticia will discuss the  
5 requirements for the new services.

6 LATICIA MUSE: Income Withholding  
7 Notice Management Services.

8 VASHTI GREEN: Laticia, I'm  
9 sorry, is it possible for you to come to the  
10 table so that those that are on the phone  
11 can hear you?

12 THE REPORTER: And state your  
13 name when you start.

14 LATICIA MUSE: Laticia Muse, and  
15 I'm on Page 19, Section 2.3.3, Income  
16 Withholding Notice Management Services known  
17 as IWN.

18 When Child Support is notified  
19 that a non-custodial parent has a new job,  
20 CSES will generate an IWN to identify that  
21 employer and send a copy to the

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1 non-custodial parent. This is mandated by  
2 federal regulations. And with the IWNs,  
3 there are some instances where the IWN is  
4 sent but it's returned to Child Support, and  
5 some instances they don't respond.

6 We also use an eIWO system, which  
7 is electronic, where they can be  
8 electronically sent and communications can  
9 be done via e-mail between the Contractor  
10 and the employer. So the Contractor with  
11 the IWN is responsible for accessing the  
12 ones that are returned through the mail,  
13 using the Dashboard.

14 Undeliverable letters, they have  
15 to verify these letters in the system. And  
16 if they find that it's incorrect, it has to  
17 be corrected in the system.

18 If they find that it's the same,  
19 they'll have to contact the employer either  
20 in writing or verbally to confirm.

21 Also work to track the completion

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1 of IWNs when it's not received within the  
2 forty-five (45) days of issuance. And  
3 contact employers who have also failed to  
4 comply with the IWN letters.

5           And I started on Page 19, and  
6 then there's up through Page 22 of Contract  
7 Responsibilities within the IWN, what needs  
8 to be done in the Dashboard: Monitoring for  
9 auditing purposes where the State Project  
10 Manager could ask for things, different  
11 reports like unresponsive wage garnishments,  
12 workers' comp and things like that that will  
13 be covered in the IWN section starting on  
14 Page 19 through Page 22, without going over  
15 each in detail.

16           Also beginning on Page 22, 2.3.4  
17 is the National Medical Support Notices  
18 known as N-M-S-N or NMSN for short, which is  
19 also a federally mandated program where the  
20 non-custodial parent's employer is  
21 responsible for enrolling the non-custodial

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1 parent in health insurance for the children  
2 listed on the child support cases. And the  
3 Contractor also has similar responsibilities  
4 to the IWN with processing the NMSNs that  
5 were returned undeliverable in the  
6 Dashboard, and updating the CSES system, the  
7 Child Support system with that information,  
8 reviewing them for completeness. Let me  
9 see. Oh, working to track the receipt of  
10 the NMSNs, and developing a quality  
11 assurance and monitoring plan to track the  
12 timeliness for the completion of NMSNs with  
13 the employers. And that is Pages 22 through  
14 Page 24 with the Contractor Responsibilities  
15 as it refers to the NMSNs.

16 VASHTI GREEN: Thank you,  
17 Laticia.

18 This is Vashti again and we're  
19 going to discuss the employer services  
20 website.

21 The Maryland State Directory of

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1 New Hires has a website. It's available 24  
2 hours a day, seven days a week. It doesn't  
3 shut down. The website serves as a one-stop  
4 center for employers with regards to the  
5 Title IV-D program, to include all of the  
6 programs that we just discussed. It will  
7 continue. The additional new programs will  
8 be added to the website. This allows our  
9 employers to go online, register, submit  
10 their new hires. You could either do it  
11 electronically or send them in via mail, but  
12 the website allows them to upload their  
13 information and it's transmitted to the  
14 contractor.

15           The website also has additional  
16 information on the federal level about the  
17 different programs. Right now it's just the  
18 Maryland State Directory of New Hires. But  
19 the additional IWN, the NMSNs, that  
20 information will be added to the website, as  
21 well as it will be branded with the State

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1 branding -- the department's branding, but  
2 it's a very good, resourceful tool. They  
3 could find out other information, any other  
4 questions that the employer has. It's a  
5 one-stop shop that they can go and get all  
6 the information that they need. So our  
7 Vendor will continue to need to host and  
8 maintain and update that website with  
9 information as appropriate.

10 As well, the current website has  
11 it where the documentation or documents  
12 that's utilized to complete that the  
13 employer submit, they can download all that  
14 information. Again, it's a one-stop shop,  
15 so it's a very resourceful tool.

16 A new entity that's part of the  
17 Dashboard is the Employer Contact Data  
18 Table, and that is another database, but it  
19 is specifically associated with the  
20 Dashboard. The Dashboard is used more at  
21 the local level. There will be a connection

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1 between the database system and the  
2 Dashboard. The local offices will continue  
3 to use the Dashboard. The local offices  
4 will not have access to the new hire  
5 database.

6 So that's just where -- just to  
7 bring some clarity on the different systems.  
8 But the Dashboard helps them assist them  
9 with their casework. The Vendor will have  
10 access to the Dashboard. There will be  
11 information from the various systems that  
12 will have to be transferred over to the  
13 Dashboard. That Dashboard system will have  
14 to be looked at or up and be worked in  
15 conjunction with the new hire database, so  
16 that's a system that will be utilized by the  
17 Contractor as well.

18 The Employer Contact Data Table,  
19 specifically what I was leading into, is a  
20 table. Because the local offices do not  
21 have access to the new hire database, they

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1 will from time to time have to contact the  
2 employers. So they will need to have  
3 constant updated information relating to  
4 that employer: Name, address, contact  
5 information. The Contractor will maintain  
6 and update -- assist with updating that  
7 table as well.

8           Outreach is another program. The  
9 current Contractor we receive a monthly file  
10 from DLLR that notifies them of new  
11 employers that have registered with the  
12 State over the course of the last 30 days.  
13 Our current Contractor take that information  
14 and they send out what we call a New Hire  
15 Employer Package. That package includes  
16 data or information that gives them about  
17 New Hires program, the purpose of why they  
18 have to report. It gives them other  
19 information. It references the website.  
20 So, again, it's just mainly giving them and  
21 informing them of this federal mandate of

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1 why they have to report, and the purpose of  
2 the reporting, and what is used with that  
3 information that is reported to the State of  
4 Maryland.

5           Outreach is also done to -- there  
6 are employers that fall off from time to  
7 time. We use that to keep in contact with  
8 them to say, "Hey, don't forget about the  
9 New Hires program." Also, gently remind  
10 them of the reporting requirements, as well  
11 as we reach out to individuals that they may  
12 report but then there's other activities  
13 that's going on as well.

14           We have a huge seasonal  
15 population, seasonal group of employers here  
16 in the State of Maryland. When I say  
17 "seasonal," we're talking about summertime  
18 employment or around Christmastime there are  
19 additional employers that are added that  
20 work is done, so they have the same  
21 requirements. So the Outreach is just to

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1 keep them involved as well to say: You  
2 still have to report even though this is  
3 just a seasonal employment. It's just  
4 ongoing, constant reminding of the federal  
5 requirements for new hire reporting.

6 And so the Outreach will  
7 incorporate a few of the additional  
8 requirements that we're adding and that will  
9 be worked out as well. And the requirements  
10 are listed out here on Pages 26 over to 28.

11 We also have the Employer Help  
12 Desk. That's part of the current contract's  
13 duties. But the Employer Help Desk is a  
14 number that our employers can call in. Even  
15 though we have the website as a resource, we  
16 also send out the compliance notification  
17 when a new employer first registers with the  
18 State, there's an ongoing Help Desk that  
19 will be available from 7:00 a.m. to 7:00  
20 p.m. to answer employer calls. Let's say if  
21 they start filling out the documentation,

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1 they get hung up, the Employer Help Desk is  
2 there as a resource tool again to further  
3 assist them in completing the documentation,  
4 or to respond to any questions linking to  
5 the Maryland New Hire program or any other  
6 new programs that are under this  
7 solicitation.

8 We have provided on Table 4 a  
9 chart of the monthly volume of calls that  
10 have come in. On average, there are  
11 approximately right now 2200 calls that are  
12 received on an annual basis. And the chart  
13 on Table 4, Page 28, really lists out the  
14 monthly and the past three years, which  
15 includes 2016 through '18.

16 On Page 29, Table 5 lists out the  
17 specific choices or the types of calls that  
18 came in. Those numbers are there as well  
19 for a resource to you.

20 So there are eight (8) components  
21 that fall under the Help Desk. You can read

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1 those of what we require or requesting for  
2 the requirements under the Employer Help  
3 Desk. It's very self-explanatory.

4 Section 2.3.9 is the Electronic  
5 Data File Transfer. There is a daily file  
6 that is transferred from the Contractor here  
7 to the department, to our OTHS department.  
8 There is a file that is sent on a weekly  
9 basis from the department to DLLR, which is  
10 the Department of Labor, Licensing &  
11 Regulations. And then there is a file that  
12 is sent on a daily basis to the National  
13 Directory of New Hires. There is a data  
14 file with the requirements layed out that  
15 will be given during the Transition-In  
16 period. But these four components here  
17 discuss the data transfer more in detail.

18 Section 2.4, Other Contractor  
19 Responsibilities and Tasks. We will  
20 maintain meetings. There will be ongoing  
21 meetings here in the metro region and it's

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1 listed out in the three components there  
2 under 2.4.1. There will be a office  
3 location that will be required to be here in  
4 the metropolitan area. At that location,  
5 the Contractor shall make two work stations  
6 available to DHS/CSA staff, as well as State  
7 Auditors. This facility that will be here  
8 in the metropolitan area shall house support  
9 staff for processing of all of the  
10 requirements that we have here.

11           The Technical Requirements under  
12 2.5, I'm definitely not going to go into  
13 details, but all of the components are  
14 listed there as well as there's a reference  
15 to Section 3.8, which is the Security  
16 Requirements, and Section 3.8.4, which is  
17 Data Protection and Controls, as well as  
18 Section 3.8.6, which deal with Security  
19 Plans.

20           The Network Requirements under  
21 Section 2.5.2, there are five components and

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1 they're important, so I'm going to touch on  
2 them:

3           The connection to the DHS network  
4 is via a site-to-site Virtual Private  
5 Network (VPN) tunnel.

6           As well, implement firewalls to  
7 deny all access to information resources  
8 except to that which has been explicitly  
9 authorized. Firewalls must be used to  
10 secure and segment data and systems.

11           The Contractor will also maintain  
12 all Contractor-supplied hardware updated  
13 virus software and virus definition files  
14 that are enables to perform realtime scans.

15           The Contractor will not be able  
16 to utilize a "dialup modem."

17           The contractor cannot install or  
18 utilize remote control or file sharing  
19 software unless explicitly approved in  
20 writing by the State.

21           And I just wanted to touch on

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1 that because we did not have anyone here  
2 from our IT department today, so I just  
3 wanted to really relay that.

4 As well as there are five  
5 resources for the Contractor to utilize  
6 regarding the Project Policies, Guidelines  
7 and Methodologies. Those five resources are  
8 the State of Maryland System Development  
9 Life Cycle, known as SDLC methodology.  
10 There's a website there for your resource.

11 There's also the State of  
12 Maryland Information Technology Security  
13 Policy and Standards. The website there is  
14 listed as well.

15 The State of Maryland Information  
16 Technology Non-Visual Standards, the website  
17 is listed there as well.

18 As well as there is a National  
19 Directory of New Hires Guide for Data  
20 Submission to the federal level, that's  
21 listed there as well, the website.

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1           And then we also have internal  
2   CSA Policies applicable to this project  
3   regarding Earnings Withholdings, our Family  
4   Law sections and the references to the  
5   National Medical Support Notices. We have a  
6   reading room. If you cannot find those  
7   articles, they are available via the  
8   website. We didn't list the specific  
9   website, but it's all under the Annotated  
10   Code of Maryland, and we can place those in  
11   the reading room if necessary.

12           For Maintenance and Support, as  
13   well, there are five key components that  
14   will need to be adhered to. They're clearly  
15   defined there, so I won't go into those  
16   details.

17           The Technical Support, there are  
18   seven (7) components that's listed there.  
19   They're clearly listed out as well. I won't  
20   go into that, but you will need to refer to  
21   Section 2.7 that is referenced there in the

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1 Service Level Agreement as well. There are  
2 charts. Section 2.7 there's charts there  
3 that clearly define out the Technical  
4 Support requirements.

5 Same thing for Backup. There are  
6 12 components for the backups to the system.  
7 It also is referenced in the Requirements in  
8 Section 2.7 of the Service Level Agreement,  
9 and the chart clearly defines.

10 Section 2.6, which is the  
11 Deliverables: The Contractor is required to  
12 provide deliverables. We have a Chart of  
13 Deliverables. It's further down. It's  
14 huge. It's over 40 items of deliverables.  
15 We'll touch on that, but I just wanted to go  
16 through real quick:

17 For the Deliverable Submission,  
18 there's four (4) components clearly defined  
19 there. The State Project Manager will send  
20 the notice of approval for each deliverable  
21 that is received at the timeframe in which

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1 it is due.

2           There are two (2) components for  
3 Deliverable Acceptances, and that's defined  
4 there.

5           There also is the Minimum  
6 Deliverable Quality. There will be a lot of  
7 discussion with the Contractor State Project  
8 Manager, as well as the State-side Project  
9 Manager, and we will go over each of those  
10 components in 2.6.3. But, again, I will  
11 send out Notice of Approval of each  
12 Deliverable as they come. And if they need  
13 to be redone or whatever, it will be clearly  
14 documented out and the transfer will take  
15 place between the Contractor's Project  
16 Managers.

17           Under 2.6.4, the Deliverable  
18 Descriptions and the Acceptance Criteria is  
19 clearly mapped out. This is the chart.  
20 It's Pages 35 through 41. It explains out  
21 all of the Deliverables, the Acceptance

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1 Criteria associated with each Deliverable,  
2 the frequency and the due date of each  
3 deliverable. And we've tried to place them  
4 in order of when it was due. There will be  
5 specific Deliverables that are due during  
6 the Transition-In period. Those  
7 Deliverables are listed in the front part of  
8 the chart; then they will go throughout  
9 according to date order from there. Again,  
10 there's 40 items listed here on the chart,  
11 so you will have to review and confirm  
12 through that chart.

13 We will go over to Page 41,  
14 touching on now Section 2.7 that I had  
15 referenced earlier, the Service Level  
16 Agreements. There are three (3) Definitions  
17 listed here under the Service Level  
18 Agreements.

19 There also under 2.7.2 there are  
20 six (6) components for the Service Level  
21 Agreements Requirements. They've also

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1 referenced specifically Sections 2.7.7 and  
2 2.7.8, Problem Response Definitions and  
3 Times. The six (6) components clearly  
4 define out the SLA Requirements.

5           And then the table is over on  
6 Page 43 through 45, which describes whatever  
7 the Service Requirement is, the Measurement  
8 that goes with that Requirement, the  
9 percentage that's required, as well as the  
10 Credit. And when you read out the  
11 requirements, you will be able to further  
12 identify that and link it to the table.

13           The SLA Effective Date is the  
14 Go-Live Date.

15           The SLA Service Credits, the Root  
16 Cause Analysis, and the Measurement Tables,  
17 again, are Pages 43 through 45, and  
18 everything is spelled out and defined.

19           We're going to move onto the  
20 General Contract Requirements.

21

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1                   General Contract Requirements

2                   VASHTI GREEN: So I just want to  
3 stress this area, the Contract Initiation  
4 Requirements:

5                   The Contractor shall coordinate  
6 with the State Project Manager and all  
7 parties concerned to have a smooth  
8 Transition-In Services. The Transition-In  
9 Period is Thirty (30) Days before the  
10 Go-Live Date. And those Thirty (30) Days  
11 are Thirty (30) Calendar Days; not Thirty  
12 (30) Business Days. The Contractor shall  
13 have clear approaches to Transition-In  
14 activities and describe the Contractor's  
15 strategy to successfully accomplish a  
16 seamless transition between the incumbent  
17 Contractor's team and its team members, and  
18 include a clear breakdown of tasks if there  
19 is a transition of Vendors. So the  
20 transition plan, which is also included in  
21 the Deliverable Table, shall include the

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1 components listed out from A to H on Page 46  
2 through 47.

3 I just want to note that during  
4 the test period, the incumbent Contractor  
5 will continue to receive New Hire records  
6 and will maintain the database. Prior to  
7 taking the database live, the incumbent  
8 Contractor will provide to the successor  
9 Contractor the most recent version of the  
10 new hires database, fifteen (15) days prior  
11 to the Go-Live date. The daily file  
12 transfer to the new Contractor will begin on  
13 the 16th calendar day of the Transition-In  
14 period. I felt that was important just to  
15 note.

16 During the Transition-In period,  
17 there will be contact with OTHS; that's our  
18 department security division for the setup,  
19 to make sure that all the connectivities are  
20 done and finalized in the appropriate  
21 manner. And there will also be contact with

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1 the DLLR department to make sure that the  
2 connectivity -- because they will be  
3 providing the electronic transfer of data  
4 and the file that has the Outreach that's  
5 done by the Contractor.

6           There is also an additional note  
7 on Page 47, a completed record file  
8 dealing -- dealing with completed record  
9 files. And I'm just going to ask that that  
10 is read by the Contractor and fully  
11 understood by the Contractor.

12           I'm going to move onto the  
13 Transition-In section. At the Post-Award  
14 Orientation Conference, the Child Support  
15 will provide all of the things listed from  
16 Letter A up to Letter Q on Page 47 through  
17 Page 48. These items here will be provided  
18 to the Contractor during the Transition-In  
19 period by the State of Maryland. I wanted  
20 to emphasize that.

21           There will be three (3)

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1 implementation phases:

2 Phase 1 will be the Foundation,  
3 Branding, and Data Cleaning.

4 Phase 2 will be the IWN, EV and  
5 NMSN Processing bringing onboard during the  
6 Transition-In period.

7 And then Phase 3, the Outreach  
8 and Customer Service piece.

9 All of those are clearly defined  
10 out in Section 3.2.2, the Implementation  
11 Phases.

12 For the End of Contract  
13 Transition: The Contractor shall provide  
14 transition assistance as requested by the  
15 State to facilitate the orderly transfer of  
16 services to the State or follow-on  
17 Contractor for a period up to 60 days. So  
18 60 days prior to the End of Contract, there  
19 will be major activities going on between  
20 the Contractor and the State Project Manager  
21 to assure a smooth Transition-Out to a

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1 vendor, if that is the case, at the end of  
2 the new contract. There are four (4)  
3 components that are described there that  
4 will have to be adhered to during that  
5 Transition-Out, as well as under Section  
6 3.3.4 there are five components that are key  
7 as well to that Transition-Out period.

8 So all of the activities under  
9 3.3 are relevant, but I've just pointed out  
10 the ones that I felt were really key for the  
11 Contractor.

12 The Return and Maintenance of  
13 State Data: Upon termination or the  
14 expiration of the Contract, the Contractor  
15 shall adhere to -- there are five (5)  
16 components here, A through E. They clearly  
17 spell out the transfer or the retrieval of  
18 the data, the transfer from the Contractor  
19 back to the State and the State's retrieval  
20 of the data -- of the Contract.

21 For Invoicing: The invoices will

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1 be forwarded to my attention, being the  
2 State Project Manager. And under Letter C,  
3 to be considered a proper invoice, all the  
4 components are listed there, Numbers 1  
5 through 11, of what is to be included with  
6 that invoice.

7           The invoices will contain both  
8 fixed price and time and material items and  
9 it should clearly identify each item as  
10 either fixed price or a time and material  
11 billing.

12           Maryland Annotated Code, Article  
13 15-215 through 15-223, deals with the  
14 dispute of any action by the Contractor. So  
15 that's our reference that we will be guided  
16 by.

17           And as well at the end of the  
18 Contract, all final payment will be clearly  
19 marked as "FINAL," and submitted when all  
20 work requirements have been completed and no  
21 further charges are to be incurred under the

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1 Contract.

2           The Invoice Submission Schedule:

3 On Attachment B of the Financial Proposal  
4 Form, there are two (2) items there for  
5 one-time pricing. You would mark that in  
6 the appropriate area of the Attachment B,  
7 and there is an area for an annual pricing  
8 on Attachment B, the Financial Proposal  
9 Form.

10           For Time and Material Invoicing:

11 It is clearly mapped out in A through C.

12           And in Section 3.4.4, For the  
13 purpose of the Contract an amount will not  
14 be deemed due and payable if the following  
15 Components 1 through 7, and it's clearly  
16 defined there.

17           There will not be any Travel  
18 Reimbursement under this RFP.

19           As for Liquidated Damages, MBE is  
20 the only qualifier for Liquidated Damages  
21 for this Contract.

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1                   Under Section 3.6, the Disaster  
2 Recovery Data, there are seven (7)  
3 components there that have to be adhered to.  
4 I just want to touch on that there will have  
5 to be a "warm back-up" website in the event  
6 that the website goes down. The website is  
7 a key component of a resource for our  
8 employers. So we're going to have to have a  
9 back-up for the website.

10                   The Contractor shall have a  
11 robust contingency and disaster recovery  
12 (DR) plan that's detailed out of the  
13 Deliverable Table.

14                   The plans must be designed to  
15 ensure that services under the Contract are  
16 restored after a disruption within 24 hours  
17 of notification and recovery point objective  
18 of one (1) hour or less prior to the outage  
19 in order to avoid unacceptable consequences  
20 due to the unavailability of services.

21                   The Contractor shall test the

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1 contingency/DR plans at least twice annually  
2 to identify any changes.

3           And such contingency and DR plans  
4 shall be available for the Department to  
5 inspect and test at any time.

6           A Disaster Recovery Plan shall be  
7 submitted to the State Project Manager  
8 within the timeframe as allocated in the  
9 Deliverable Table.

10           In addition to the Disaster  
11 Recovery Data section, the components that  
12 need to be addressed are Data Export/Import,  
13 Data Ownership and Access. It's clearly  
14 defined there.

15           Moving to Section 3.7, Insurance  
16 Requirements: The Contractor shall  
17 maintain, at a minimum, the insurance  
18 coverages as listed below at Sections 3.7.1  
19 through 3.7.6. And there's an insurance  
20 component now, and most contracts have that,  
21 so I don't feel the need to go through that

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1 section.

2           The Security Requirements in 3.8  
3 is clearly listed out as well, and that is  
4 something based on our statewide Contract  
5 template. That's not new. It's across all  
6 contracts, so I just will highlight that  
7 there will have to be a Criminal Background  
8 Check Affidavit completed as Attachment R.

9           And the Department reserves the  
10 right to reject any of the Contractor's  
11 employees, contractors, or subcontractors  
12 that DHS determines, in its sole discretion,  
13 to be inconsistent with the performance  
14 and/or security requirements set forth in  
15 this Contract and DHS policy.

16           The components and requirements  
17 for the On-Site Security is listed there on  
18 Page 58 under Section 3.8.3, as well as Data  
19 Protection and Controls under 3.8.4.  
20 Everything is listed out.

21           There is also a reference to

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1 Section 3.8.4 of the hardware and software,  
2 there's a website reference there.

3 Moving onto Section 3.8.5,  
4 Security Logs and Reports Access: That's  
5 clearly defined under those two components.  
6 It's brief but it's defined there.

7 The Security Plan: The  
8 Contractor shall protect State data  
9 according to a written security policy known  
10 as "Security Plan," no less rigorous than  
11 that of the State, and shall supply a copy  
12 of such policy to the State for validation,  
13 with any appropriate updates, on an annual  
14 basis.

15 The Security Plan is a required  
16 Deliverable and the requirements are listed  
17 out below here, as well as the acceptance in  
18 the Deliverable Table.

19 The same for in Section 3.8.7,  
20 the Security Incident Response, and Data  
21 Breach Responsibilities. Those are our

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1 components of the Security Plan.

2 I want to move to Section 3.9,  
3 which is Problem Escalation Procedure: This  
4 is clearly defined down here. And there  
5 will be a lot of communications with the  
6 State Project Manager on that piece there.

7 This plan is also a Deliverable  
8 inclusive and it is clearly defined in the  
9 Deliverable Table as well.

10 For this Contract, in Section  
11 3.10 there will be a new requirement. There  
12 was no SOC 2 requirement. Under the current  
13 Contract, there is a SOC 2 Type 2 Audit  
14 Report that is due for the new Contract. I  
15 just want to touch on the following real  
16 quick:

17 This type of audit is to be  
18 performed in accordance with the Guidance is  
19 a SOC 2 Type 2 Audit (referenced as "SOC 2  
20 Audit" or "SOC 2 Report"). All SOC 2 Audit  
21 Reports shall be submitted to the State

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1 Project Manager as specified in Section F  
2 below within this section.

3 This is also referred to as  
4 Section 3.8, relevant to the trust  
5 principles identified, and again in the  
6 Section 3.10 as defined in the  
7 aforementioned guidance piece above.

8 The Draft: Generally, when a  
9 Audit Report is done -- and this is not my  
10 area of expertise, but what was explained to  
11 me: There's a Draft that's initially  
12 performed, and then about 30 days later, a  
13 Final report. We will need the Final. We  
14 will definitely need the Final report. The  
15 Draft will be accepted, but the Final will  
16 be as well.

17 If the Contractor currently has  
18 an annual or an independent information  
19 security assessment performed that includes  
20 the operations, systems, and repositories of  
21 the Information Functions and Processes

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1 being provided to the Department under the  
2 Contract, and if that assessment generally  
3 conforms to the content and objective of the  
4 Guidance, the Department will determine in  
5 consultation with appropriate State  
6 government technology and audit authorities  
7 whether the Contractor's current information  
8 security assessments are acceptable in lieu  
9 of the SOC 2 Report (s). So that's a key  
10 component in Letter G on Page 65 for  
11 consideration.

12           If the Contractor fails during  
13 the Contract term to obtain an annual SOC 2  
14 Report by the date due as specified, the  
15 Department shall have the right to retain an  
16 independent audit firm to perform an audit  
17 engagement of a SOC 2 Report of the  
18 Information Functions and Processes utilized  
19 or provided by the Contractor under the  
20 Contract.

21           Experience and Personnel: There

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1 will be one Key Personnel position that is  
2 listed out on Page 66 under Letter A, and  
3 the components there are identified in  
4 Numbers 1 through 7.

5           As for Substitution of Personnel:  
6 Where it's clearly defined out under Section  
7 3.12 what will be acceptable by the State  
8 and the replacement circumstances.

9           Under of the General Substitution  
10 Provisions, there's two components that's  
11 clearly defined out on Page 67.

12           Under Replacement Circumstances,  
13 there are six (6) components listed out from  
14 67 into 68.

15           And to replace any Key Personnel  
16 in a circumstance other than as described  
17 above, including transfers and promotions,  
18 the Contractor shall submit a substitution  
19 request as described in Section 3.12.3 at  
20 least fifteen (15) days prior to the  
21 intended date of change. And that's all I'm

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1 going to touch on in that area.

2           We will move onto Section 3.13,  
3 the Minority Business Enterprise (MBE)  
4 Reports. These are the references here of  
5 what will be due on a monthly basis, to my  
6 attention, Section 3.13, Letters A through  
7 E. And our Legislative Director will  
8 discuss that in a few minutes.

9           As well as Section 3.14, the  
10 Veterans Small Business Enterprise (VSBE)  
11 Reports. They're defined out here. They're  
12 due 30 days, as well, on a month-to-month  
13 basis.

14           Section 3.15 deals with Work  
15 Orders. If we have to resort to placing  
16 Work Orders, it is clearly defined here as  
17 well as referenced in Section 2.2.2 as well  
18 as the Attachment Q.

19           Attachment Q and the pricings for  
20 such will be listed out, will be explained  
21 out further in Attachment B.

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1           Moving onto Section 3.16, which  
2 relates to Additional Clauses: As described  
3 in Attachment M and the sample Contract, the  
4 State shall solely own any custom software,  
5 including, but not limited to application  
6 modules developed to integrate with the  
7 COTS, source-codes, maintenance updates, et  
8 cetera. And that is fully detailed out  
9 under 3.16, all the clauses listed there, as  
10 well as Attachment M.

11           Under Section 3.16.4, Change  
12 Control and Advance Notice: Unless  
13 otherwise specified in an Applicable Service  
14 Level Agreement, the Contractor shall give  
15 seven (7) calendar days advance notice to  
16 the State of any upgrade and/or modification  
17 that may impact service availability and  
18 performance. That's a key highlight that I  
19 just wanted to throw out there.

20           That concludes my references for  
21 Sections 2 and 3. And we will be moving on

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1 now to procurement instructions under  
2 Section 4.

3 SAMUEL EDUFUL: All right. Thank  
4 you.

5 Procurement Instruction

6 So I'll briefly touch on the  
7 Procurement Instructions.

8 In Section 4.2, it talks about  
9 eMaryland Marketplace. It has two sections  
10 for which you need to take note of that.

11 And in also Section 4.3 talks  
12 about questions and then responses which  
13 will be available on the eMaryland  
14 Marketplace as well as DHS website.

15 And under Section 4.4 talks about  
16 Procurement Method, so we're going to use  
17 Competitive Sealed Proposals.

18 And then please take note of  
19 Section 4.5, that is the Closing Date and  
20 Time for this Proposal, which is clearly  
21 stated on this section.

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1           And then 4.6, that is on Page 75,  
2     it talks about Multiple or Alternative  
3     Proposals. Please know that Multiple or  
4     Alternative Proposals will not be accepted  
5     for this Request for Proposals.

6           And then we'll move onto Page 76,  
7     that is Oral Presentations. So you will be  
8     required to make Oral Presentation to DHS  
9     representative concerning this Request for  
10    Proposals. And then the Due Dates and Time  
11    will be communicated to all.

12           And then Section 4.13 talks about  
13    Cancellation of this Contract. It has two  
14    components in there, so please take note of  
15    that as well.

16           And then I'll move onto Page 77,  
17    that is Section 4.17 talks about Acceptance  
18    of Terms and Conditions. Please also take  
19    note of that, and then there are respective  
20    attachments as well.

21           On Page 78 it talks about --

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1 Section 4.18 talks about Proposal Affidavit.  
2 And in that Proposal Affidavit has the  
3 Attachment C. It needs to be completed and  
4 then sent to us with the package.

5 And then Contract Affidavit, that  
6 is 4.19, talks about Contract Affidavit.  
7 That is Attachment N. Please take note of  
8 that as well.

9 Page 78, Section 4.22 talks about  
10 False Statements. So under that it has  
11 three (3) sections, so please take note of  
12 that as well.

13 So I'll move onto Page 80, and  
14 that is Section 4.26, and then I will invite  
15 Lauren to talk about the MBE Goal for this  
16 Request for Proposals.

17 MBE GOAL

18 LAUREN GRAZIANO: Great. Thanks.

19 So, again, good morning everyone.

20 My name is Lauren Graziano. I'm the  
21 Director of Government Affairs. My previous

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1 role within the Agency was as the Minority  
2 Business Enterprise Director. That position  
3 is currently vacant and we're recruiting for  
4 my replacement. But in the meantime, I am  
5 here with you today to go over the  
6 highlights of the MBE Requirements for this  
7 Solicitation.

8 Just some history and some  
9 background on the MBE Program in a sentence:

10 The MBE Program was created by  
11 the Maryland General Assembly by statute in  
12 the late '70s, to make sure that  
13 historically disadvantaged groups have a way  
14 to participate in the State's contracting  
15 opportunities and, so, we review all our  
16 Procurements for subcontracting  
17 opportunities for Minority and Women-Owned  
18 Businesses.

19 As far as this solicitation in  
20 front of us, there is a 30% MBE Goal. There  
21 are subgoals in this Solicitation, as well,

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1 as Sam mentioned in the beginning of our  
2 discussion: There's a 7% subgoal for  
3 African American firms, a 2% subgoal for  
4 Hispanic American firms, and an 8% subgoal  
5 for women-owned firms.

6 This is a good time to provide  
7 you all with a friendly reminder: If the  
8 Prime Contractor themselves is an MBE, they  
9 may satisfy up to 50% of the total goal. So  
10 in this case, that would be 15%, right,  
11 that's half of 30%. And they may satisfy up  
12 to 100% of one subgoal. So that's the goals  
13 for this Contract in a nutshell.

14 Moving onto some of the required  
15 forms and paperwork: At this phase, the  
16 most important form is the D-1A, Attachment  
17 D-1A, the MBE Utilization and Fair  
18 Solicitation Affidavit. That one is the  
19 most important because it is required to be  
20 submitted with your Proposal. If it is not  
21 submitted with your Proposal, your bid is

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1 considered unresponsive and you will not be  
2 eligible to be selected for Award. So I  
3 would pay special attention to that one.

4 In the event you've looked at the  
5 pool of potential MBE resources and  
6 determined you are not able to fulfill the  
7 MBE requirements, you may request a Waiver.  
8 There is Waiver guidance and the  
9 documentation to support your request for a  
10 Waiver included in the Solicitation as  
11 Attachments D-1B and D-1C.

12 Some of the remaining MBE forms,  
13 specifically D-2, D-3A and D-3B, those are  
14 due post Award, within ten (10) days of  
15 Award, should you be selected.

16 And then the remaining  
17 Attachments -- D-4A, D-4B and D-5 -- those  
18 are templates for the monthly invoices  
19 Vashti mentioned earlier. They are required  
20 to be submitted the 10th of every month, one  
21 (1) by the Prime Contractor and one (1) by

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1 the Subcontractor, to make sure payments  
2 align and amounts align, and we can keep  
3 track of regulatory compliance on our end.

4 One other thing worth mentioning  
5 that comes up with some degree of frequency  
6 is changes to the MBE schedule or possible  
7 terminations of MBEs during the course of  
8 the Contract: The regulations that govern  
9 that process require the Prime Contractor to  
10 show good cause if they need to terminate an  
11 MBE. Historically, good cause has been  
12 interpreted as: Refusal to perform; maybe  
13 the MBE loses their certification, becomes  
14 ineligible to perform, or they cannot  
15 perform under the Contract, they're  
16 incapable of satisfying the Contract  
17 requirements. Those would all be good  
18 examples of good cause. It's usually  
19 something that's very fast-driven, so any  
20 supporting documentation you can keep to  
21 demonstrate, you know, if you have an e-mail

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1 chain that shows that you have this history  
2 with your subcontractor and you can't  
3 reconcile a certain issue, that's always  
4 helpful for me -- if it's me or my  
5 predecessor, in making our decision as to  
6 whether or not to grant that MBE schedule  
7 change.

8 That's really the highlights as  
9 far as the MBE Requirements. I'm, of  
10 course, happy to answer any questions anyone  
11 may have.

12 GARY JOHNSON: This is Gary  
13 Johnson with Maximus.

14 One question: If we would have  
15 any questions while we're preparing the  
16 Proposal, would we contact you?

17 LAUREN GRAZIANO: Yes, for the  
18 time-being I would be the contact.

19 SANG KANG: Actually, Samuel.

20 LAUREN GRAZIANO: Well, is it an  
21 MBE question?

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1 GARY JOHNSON: Yes.

2 LAUREN GRAZIANO: Yes, it would  
3 be -- I guess you would contact Sam and he  
4 would --

5 SAMUEL EDUFUL: Yeah, you have to  
6 contact me and then I will follow it up and  
7 it will be published.

8 GARY JOHNSON: Okay. Thank you.

9 VASHTI GREEN: Don't send it to  
10 me.

11 GARY JOHNSON: No, no, I know  
12 that.

13 (Laughter.)

14 GARY JOHNSON: I gotcha.

15 SANG KANG: Is that it?

16 GARY JOHNSON: That's my  
17 question.

18 SAMUEL EDUFUL: All right. So  
19 those on the line, do you have any questions  
20 concerning the MBE Goals?

21 HOPE MILLER: No. This is Hope

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1 from Stellar Ware.

2 I'm sorry, I misunderstood in the  
3 very beginning. We are not MBE or VSBE, so  
4 I apologize for that. My phone was breaking  
5 up and I didn't hear correctly, so I  
6 apologize. But I don't have any questions.

7 SAMUEL EDUFUL: Okay. How about  
8 ICF, do you also have any question?

9 LAURA FULLER: Hi, this is Laura  
10 with ICF.

11 I do not have any questions  
12 concerning the MBE Goals.

13 SAMUEL EDUFUL: Thank you. So  
14 we'll proceed and I'll invite my colleague  
15 Sang to talk about the VSBE Goals on Page  
16 83, that is Section 4.27.

17 SANG KANG: Thank you, Samuel.

18 VSBE GOAL

19 SANG KANG: My name is Sang Kang.  
20 I am a Procurement Officer and I'm going to  
21 present the VSBE Goal: There is a 1% VSBE

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1 Goal for this Solicitation.

2 All VSBES (Veteran-Owned Small  
3 Businesses), they have to be verified by the  
4 Office of Small and Disadvantaged Business  
5 Utilization (OSDBU), and you can find that  
6 at the website in Section 4.27.

7 The Solicitation requires that  
8 all Offerors make personal contact with the  
9 VSBES and also to document these attempts.

10 And after you've chosen the VSBE  
11 that you want to work with -- or if you have  
12 two (2), that's fine also -- you would send  
13 in an Attachment E-1, and that's the only  
14 attachment that you have to send with the  
15 Proposal. And you will say in that  
16 attachment whether you intend to meet the  
17 Goal, or you can request a Waiver of the  
18 Goal.

19 One other point is that if you --  
20 I don't think anyone is a Prime -- I mean, I  
21 don't think any of the Prime Contractors'

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1 VSBES. But if you are a VSBE, you can count  
2 100% of the work that you do on the Contract  
3 towards the VSBE Goal. I think that is it.

4 After the Contract is awarded,  
5 then you would turn in Attachment E-2, which  
6 is the Subcontractor Project Participation  
7 Form.

8 And one last thing: There are  
9 our Invoice Forms, Attachments E-3 and E-4,  
10 that need to be given to the State Project  
11 Manager when the Contract is in place.

12 That's all I have to present.

13 SAMUEL EDUFUL: All right. Thank  
14 you, Sang.

15 We'll continue from Section 4.28,  
16 that is Living Wages. So I'll invite my  
17 colleague Danny to walk us through this  
18 section that is on Page 85 of the RFP  
19 document.

20 Living Wage Requirements

21 DANNY GULLEY: Good morning,

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1 everyone. I'm Danny Gulley again with the  
2 Procurement Section. I will try as much as  
3 possible to be succinct with my  
4 presentation.

5           The Maryland Living Wage: Since  
6 October 1st, 2007, the State of Maryland has  
7 required Contractors and Subcontractors to  
8 meet the Minimal Living Wage Requirements to  
9 employees that work on service-related  
10 Contracts, and they are setting exemptions  
11 for certain service Contracts, which I  
12 wouldn't want to delve into. But there's a  
13 specific threshold in terms of these service  
14 contracts. You have 100,000 and 500,000 for  
15 Contractors that have ten (10) or less  
16 employees. So if you are a Contractor and  
17 you have ten (10) or less employees, the  
18 \$500,000 threshold will apply to you. But  
19 if you are a Contractor with more than 10  
20 employees and you sign a contract of  
21 100,000, that would apply to you. So this

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1 information can be found under Title 18 of  
2 the State Finance and Procurement Article,  
3 the Annotated Code of Maryland.

4           And I will like to state that the  
5 current Living Wage Law for -- okay, what  
6 the State has done is it has divided the  
7 minimum wage in terms of Tiers. You have  
8 Tier 1 and Tier 2.

9           So for Tier 1, the minimum wage  
10 is 13.96 United States dollars, and for Tier  
11 2 it's 10.49 United States dollars. So a  
12 Contractor will ask how do I know whether  
13 I'm under Tier 1 or I'm under Tier 2?

14           And for Tier 1, the State has  
15 listed specific counties and those counties  
16 are: Prince George's County, you have  
17 Montgomery County, you have Anne Arundel,  
18 you have Howard, Baltimore County, and  
19 Baltimore City. So you find all of those  
20 counties and city under Tier 1.

21           And for Tier 2, all other

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1 counties other than those counties that were  
2 listed can be found under Tier 2.

3 And what the State does in  
4 implementing the various Tiers in terms of  
5 how do I pay those Contracts? Or how do I  
6 differentiate those two Tiers in terms of  
7 what it is? Actually, in terms of  
8 performance and the recipient of the  
9 services, performance is that if you have  
10 that clearly stated initially in terms of  
11 the 100,000, if you have a Contract that you  
12 sign with the State, and we should take note  
13 that the 100,000 is based on the base amount  
14 in the option. So it's not only the base  
15 Contract amount. And for a Contractor that  
16 has less than ten (10) employees it's the  
17 500,000 United States dollars.

18 So if you have a Contract that is  
19 50% or more and you have employees, majority  
20 of those employees are based in those  
21 various counties that I listed in the Tier 1

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1 County that is under Montgomery, Howard, it  
2 will be considered as a Tier 1 contract.  
3 That will be in terms of the performance  
4 base.

5 But if you have -- let's assume  
6 that if you are a Contractor and none of  
7 your employees are based in any of those  
8 counties, it will be based on the recipients  
9 of the services.

10 I hope I'm not sounding a little  
11 confusing. But the entire calculation of  
12 the 50% rule is based on the performance of  
13 the service. So if the majority of your  
14 employees -- 50% of the employees are  
15 based -- if 50% of the total contract value  
16 is based in -- of employees are based in  
17 those counties that I listed, it would be  
18 considered as a Tier 1. But in terms of  
19 recipient, if a Contractor employees are not  
20 based in any of those counties, it will be  
21 based on where those recipients of those

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1 services are. So let's take for instance a  
2 100,000 Contract, if majority of the  
3 services are received in -- sorry. If 50%  
4 of the services are received in Baltimore  
5 City, then we will consider it as a Tier 1  
6 Service Contract because 50 percent of the  
7 services -- or 50 percent of the total  
8 Contract value are based in Tier 1.

9 SIMON CORNBERG: So just to  
10 clarify -- and this is Simon -- this is Tier  
11 1 because we're requiring the Vendor to have  
12 a location within Baltimore City, so that's  
13 it. Just to simplify things: This will be  
14 considered Tier 1.

15 DANNY GULLEY: All right. So I  
16 will just also want to include that most of  
17 the information pertaining to the Living  
18 Wage is found in Attachment F of the  
19 Solicitation and is entitled Maryland Living  
20 Wage Affidavit of Agreement for Service  
21 Contracts.

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1                   And also you can log onto  
2 Maryland State Department of Labor,  
3 Licensing & Regulation's website,  
4 www.DLLRstate.md.us. And when you type in  
5 the search box, type Maryland's Living Wage  
6 frequently asked questions for additional  
7 information, or other information, or  
8 additional information will be provided to  
9 you or will be answered.

10                   Lastly, please also know that the  
11 Living Wage rates are subject to annual  
12 adjustment by the Department of Labor,  
13 Licensing & Regulation and are published 90  
14 days to the end of each fiscal year. So the  
15 Living Wage Act is not really like fixed and  
16 is subjected to change based on published  
17 rates that are done by the Department of  
18 Labor, Licensing & Regulations.

19                   And also know that prices  
20 included in your Proposal cannot be changed  
21 after -- based on changes in the Living Wage

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1 requirements.

2                   Thanks. Are there any other  
3 questions?

4                   (No Response.)

5                   SAMUEL EDUFUL: All right.

6 Danny. Thank you.

7                   So we'll continue with Section  
8 4.30, that is Conflict of Interest, it's on  
9 Page 86. It has a Subsection of four (4)  
10 components. And then the Vendors shall  
11 complete and sign a Conflict of Interest and  
12 Disclosure Forms -- that is Attachment F --  
13 and submit it with their Proposal. So  
14 please take note of that.

15                   And then in Section 4.31 talks  
16 about Non-Disclosure Agreement also. And  
17 that one also has a form -- that is  
18 Attachment I -- which needs to be completed  
19 and then submitted in addition to the  
20 package that needs to be submitted to us.  
21 So please take note of that.

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1           So I'll move onto Section 4.35,  
2 that is Page 88. It talks about Location of  
3 the Performance of Services Disclosure. So  
4 vendors are required to complete a Location  
5 of Performance of Services Disclosure. A  
6 copy of this can be found in Attachment L.

7           So I'll continue with Section 5,  
8 the Proposal Format -- no, sorry.

9           I will talk about the Hiring  
10 Agreement, that is Section 4.36, the Hiring  
11 Agreement: All vendors are advised that if  
12 a Contract is awarded as a result of this  
13 Solicitation, the successful Vendor will be  
14 required to complete the DHS Hiring  
15 Agreement Form. A copy of this is in  
16 Attachment O. So if you have any question  
17 in relation to DHS Hiring Agreement, please  
18 write to me so that we'll respond to that.

19                           Proposal Format

20           SAMUEL EDUFUL: So I'll move onto  
21 Section 5, that is Proposal Format. That is

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1 at Page 86: Vendors are to submit two (2)  
2 Proposals, that is the Financial and then  
3 the Technical Proposal.

4 The Financial should contain one  
5 (1) original copy of the document should be  
6 marked "Original," and then with five (5)  
7 photocopies also should be made and then put  
8 in one (1) package.

9 And then the Technical should  
10 also contain one original document and then  
11 five (5) copies that needs to be put  
12 together.

13 And then both the Financial and  
14 the Technical should be put in one package  
15 and then sent to us before the due dates of  
16 this Proposal.

17 So Proposals will not be accepted  
18 by e-mail or fax. It will not be considered  
19 also.

20 And then no pricing information  
21 shall be provided in the Technical Proposals

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1 but, instead, it should be on the Financial  
2 Proposals.

3           And in Section 5.2.3 talks about  
4 how the Proposals are to be submitted:  
5 Proposals submitted by hand or by mail,  
6 please refer to the Key Information Summary  
7 Sheet.

8           Any Proposal received at the  
9 appropriate mailroom, or typical place of  
10 mail receipt, for the respective procuring  
11 unit by the time and date listed in the RFP  
12 will be deemed to be timely. The State  
13 recommends a delivery method for which both  
14 the dates and time of receipt can be  
15 verified.

16           For hand-delivery, Vendors are  
17 advised to secure a dated, signed, and  
18 time-stamped (or otherwise indicated)  
19 receipt of delivery. Hand-delivery includes  
20 delivery by commercial carrier acting as an  
21 agent for the Vendor.

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1                   So as I indicated, the  
2 Procurement Officer must receive all  
3 Proposal material by the RFP due date and  
4 Time specified in the Key Information  
5 Summary.

6                   So I believe the rest of the  
7 information is self-explanatory. So if you  
8 have any information, please do reach out to  
9 me, send me an e-mail, and then we'll  
10 respond to all your questions.

11                   So we are done for the day, so we  
12 will ask questions. So we'll start from  
13 those on the phone line. We will start with  
14 ICF. So please mention your name and the  
15 name of your company and then you ask your  
16 questions. So ICF?

17                   Questions

18                   LAURA FULLER: Good morning.  
19 This is Laura Fuller with ICF. I have a  
20 question or two about the questions.

21                   Would you please confirm that

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1 questions are due June 28 -- I'm sorry, June  
2 18th at 2:00 p.m.? At Section 4.3.1 state  
3 they are due at least five (5) Business Days  
4 prior to the Proposal due date.

5 SAMUEL EDUFUL: That is correct.

6 LAURA FULLER: Okay. Thank you.

7 My second question is: With the  
8 questions being due June the 18th at 2:00  
9 p.m. local time, do you have an anticipated  
10 date when responses to those questions would  
11 be available in light of the Proposal being  
12 due in less than two weeks?

13 SAMUEL EDUFUL: We'll try as much  
14 as possible to answer all the questions that  
15 will be submitted on time, so that you can  
16 have answers to those questions, so that it  
17 can assist you in preparing your Proposals.

18 SANG KANG: You can send  
19 questions in before June 18th, so that you  
20 can prepare your Proposals. That's just the  
21 final date we had in mind.

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1                   LAURA FULLER: Of course. I  
2 understand. That's the period if any last  
3 minute came up.

4                   SAMUEL EDUFUL: All right.

5                   LAURA FULLER: That was all the  
6 questions from myself.

7                   SAMUEL EDUFUL: Oh, okay.  
8 So we will move on to Stellar  
9 Ware. Do you have questions for us?

10                  HOPE MILLER: Hi. This is Hope.

11                  I just want to clarify: You said  
12 we can send the questions prior to 6/18,  
13 correct?

14                  SAMUEL EDUFUL: That's correct.

15                  HOPE MILLER: To you?

16                  SAMUEL EDUFUL: Yeah, to me.

17                  HOPE MILLER: Okay. Perfect. I  
18 do have a couple questions here. Do you  
19 want me to -- I have some, like, detailed  
20 questions. Do you want me to ask them now,  
21 or put them in the e-mail?

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1                   SAMUEL EDUFUL: I will appreciate  
2 if you put that into writing, so that we  
3 will look at it.

4                   HOPE MILLER: Okay. These are  
5 detailed questions regarding NMSN and IWN.  
6 So I'll put them in writing.

7                   SAMUEL EDUFUL: Yeah, that would  
8 be great.

9                   Any further questions?

10                  (No Response.)

11                  SAMUEL EDUFUL: Thank you.

12                  So we'll move onto the conference  
13 room. Maximus?

14                  GARY JOHNSON: Colleen, do you  
15 have any questions? I'll give you, since  
16 you're on the phone, first.

17                  (Inaudible Response.)

18                  SAMUEL EDUFUL: Could you please  
19 speakup or get closer to your microphone so  
20 that we can --

21                  COLLEEN MARTIN: Gary, I'll let

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1 you ask since you're having a hard time  
2 hearing me.

3 GARY JOHNSON: Oh, okay. Just a  
4 couple questions:

5 Can you clarify the Notice of  
6 Contract Award and provide an estimated date  
7 of notification when it's submitted? Is  
8 that something you can provide now?

9 SAMUEL EDUFUL: Not at the  
10 moment, but we'll get back to you with the  
11 response.

12 GARY JOHNSON: And then --

13 VASHTI GREEN: So let me ask you  
14 a question.

15 GARY JOHNSON: Yes.

16 VASHTI GREEN: For clarity, are  
17 you asking -- because, generally, once we go  
18 to BPW, it is -- once it's awarded at the  
19 BPW, we leave there and we notify right then  
20 and there. We don't prolong notification,  
21 generally.

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1 GARY JOHNSON: Okay.

2 VASHTI GREEN: Is that what  
3 you're asking; are you going to be notified  
4 the day of the award?

5 GARY JOHNSON: Yeah. That's what  
6 we're looking at here.

7 VASHTI GREEN: Okay.

8 GARY JOHNSON: All right. And is  
9 it possible that we can get like a demo of  
10 the Dashboard prior to submission of the  
11 deadline, or any information on that?

12 VASHTI GREEN: The question and  
13 answer period -- I mean, prior to the  
14 questions period expiring? Or after it is  
15 awarded?

16 GARY JOHNSON: Prior to the  
17 questions period, yeah.

18 SIMON CORNBERG: We'll have to  
19 get back to you on that. It's something  
20 we'll have to discuss with OTHS. I mean, if  
21 it's possible to do so, maybe we can have it

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1 in the reading room or something. But  
2 that's something that OTHS will give us  
3 confirmation.

4 GARY JOHNSON: Great.

5 VASHTI GREEN: And you feel that  
6 doing it --

7 HOPE MILLER: I'm sorry, I have  
8 that same question.

9 SAMUEL EDUFUL: Sorry. Please  
10 state your name and then the name of your  
11 company and then ask your question.

12 HOPE MILLER: This is Hope again,  
13 I'm sorry.

14 I have that same question, so if  
15 you could -- I think that was Gary who just  
16 asked that?

17 SAMUEL EDUFUL: Yes.

18 VASHTI GREEN: Yes.

19 HOPE MILLER: If you could  
20 respond to me with that, as well, because I  
21 did have that as a question on my list.

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1           SIMON CORNBERG: Okay. So just  
2 to clarify: All questions that are  
3 submitted to us will be posted on eMaryland  
4 Marketplace, and all Vendors will be able to  
5 see all the questions. So if either one of  
6 you just want to ask us in writing, just so  
7 that you can remember, and then we can all  
8 post a response.

9           GARY JOHNSON: Yes.

10          VASHTI GREEN: And I wanted to  
11 piggyback on Gary's comment: You wanted --  
12 prior to when the questions are due, I guess  
13 you feel you seeing that system would kind  
14 of explain some of your responses?

15          GARY JOHNSON: Exactly.

16          VASHTI GREEN: Okay. We'll get  
17 back.

18          GARY JOHNSON: Thank you. I  
19 think everything else was pretty much, you  
20 know -- and we'll submit the questions, of  
21 course.

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1 SAMUEL EDUFUL: All right.

2 GARY JOHNSON: But these are the  
3 ones I had before moving forward. Okay. I  
4 think everything else is pretty much  
5 covered.

6 SAMUEL EDUFUL: All right. Thank  
7 you.

8 So, as I said, if you have any  
9 further questions, please put it into  
10 writing, and then we will respond and post  
11 it on eMaryland Marketplace and DHS website.

12 So thank you all for your  
13 participation, and have a great day.

14 (Concluded at 11:13 p.m.)

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CERTIFICATE OF COURT REPORTER

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And further, that I am not  
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outcome of this matter.

As Witnessed by my hand and  
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