**ADPICS NUMBER N00R4400605**



***Maryland’s Human Services Agency***

**STATE OF MARYLAND**

**DEPARTMENT OF HUMAN RESOURCES**

**DIVISION OF BUDGET AND FINANCE**

**COST ALLOCATION AND REVENUE MANAGEMENT**

**311 WEST SARATOGA STREET**

**BALTIMORE, MD 21201**

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**ANNUAL OPERATION AND HOSTING OF RANDOM MOMENT SAMPLE SOFTWARE FOR MARYLAND DHR**

**DHR AGENCY CONTROL NUMBER: OBF/CARM-14-001 S**

**IMPORTANT NOTICE: *Prospective Offerors who have received this document electronically via eMaryland Marketplace or the DHR Web Page should immediately contact the Issuing Office and provide their name, mailing address, and e-mail address in order that communications regarding this RFP can be sent to them. Any prospective Offeror who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.***

***In order to receive a Contract award, a vendor shall be registered on eMaryland Marketplace (eMM). eMM registration is free of charge. The eMM website is***[**https://emaryland.buyspeed.com/bso/**](https://emaryland.buyspeed.com/bso/)**.**

**The State of Maryland encourages Minority Business Enterprises to participate in this procurement process.**

Date Issued: **March 26, 2014**



***Maryland’s Human Services Agency***

## KEY INFORMATION SUMMARY SHEET

**STATE OF MARYLAND**

**Request for Proposals**

**ANNUAL OPERATION AND HOSTING OF RANDOM MOMENT SAMPLE SOFTWARE FOR MARYLAND DHR**

**AGENCY CONTROL NUMBER: OBF/CARM-14-001 S**

**RFP Issue Date: March 26, 2014**

**RFP Issuing Office: Department of Human Resources**

**Division of Budget & Finance**

**Cost Allocation and Revenue Management**

**Procurement Officer: Roland L. Knox**

**Phone: 410-767-7370**

**Fax: 410- 333-0258**

**E-mail:Roland.Knox@maryland.gov**

**Proposals are to be sent to: Department of Human Resources**

**Procurement Division**

**311 W. Saratoga Street, Room 946**

**Baltimore, MD21201-3521**

**Questions are to be sent to: Roland L. Knox**

**Phone: 410-767-7370**

**Fax: 410- 333-0258**

**E-mail:** [**Roland.Knox@maryland.gov**](mailto:Roland.Knox@maryland.gov)

**Question Due Date/Time: April 29, 2014**

**Pre-Proposal Conference: April 17, 2014/ 1:00p.m.**

**Closing Date/Time: April 30, 2014/ 3:00 p.m.**

**MBE Subcontracting Goal: 0%**

**VSBE Subcontracting Goal: 0%**

STATE OF MARYLAND

## NOTICE TO VENDORS/CONTRACTORS

To help us improve the quality of State solicitations, and make our procurement process more responsive and “business friendly,” we ask that you take a few minutes to complete this form. Please return your comments to Mr. Roland Knox, the Procurement Officer, via fax at (410) 333-0258 or e-mail at [**Roland.Knox@maryland.gov**](mailto:Roland.Knox@maryland.gov), with your proposal or “no offer,” as the case may be. Thank you for your assistance.

Proposal Number: **OBF/CARM/14-001-S**entitled: **Annual Operation and Hosting of Random Moment Sample Software for Maryland DHR**

I. If you are not submitting a Proposal, please indicate why:

[ ] Other commitments preclude our participation at this time.  
[ ] The subject of the Contract is not in our business line.  
[ ] We lack experience in the work / commodities required.  
[ ] The scope of work is beyond our current capacity.  
[ ] We cannot be competitive. (Please explain below.)  
[ ] The specifications are either unclear or too restrictive. (Please explain below.)

[ ] Proposal requirements, other than the specifications, are unreasonable or too risky.

(Please explain below.)

[ ] Time for completion is insufficient.  
 [ ] Bonding/Insurance requirements are prohibitive. (Please explain below.)

[ ] Doing business with Government is simply too complicated.

[ ] Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Please explain in Remarks section.)

[ ] Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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II. Please explain your response further, offer suggestions, or express concerns. (Use the back for additional information.)

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

OPTIONAL

Vendor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­Phone: \_\_\_\_\_\_\_\_\_\_\_\_

Address or e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THANK YOU!!!**

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## SECTION I. OBJECTIVE OF REQUEST FOR PROPOSALS

### 1.1 Summary Statement

The Department of Human Resources (Department or DHR), Division of Budget and Finance, Cost Allocation and Revenue Management Division (CARM), intends to acquire contractual services for the purpose of providing annual operation, maintenance, hosting and support of a Random Moment Time Study (RMTS) software program for the Department’s two mandated Time Studies, the Social Services Time Study (SSTS) and, the Family Investment Administration Time Study (FIATS). The system shall be used to distribute direct costs appropriate to the various programs and services provided by DHR’S Social Services Administration (SSA) and Family Investment Administration (FIA). The Contract resulting from this solicitation shall be for a **two (2)** year period with **one (1)** one year renewal option at the State’s sole discretion. Only one award is anticipated from this solicitation.

### 1.2 Procurement Officer

The sole point of contact in the State for purposes of this RFP is:

Roland L. Knox, Procurement Officer

Department of Human Resources

Procurement Unit

311 West Saratoga Street

Baltimore, MD 21201

Office Phone Number: 410-767-7370

Office Fax Number: 410-333-0258

E-mail: [**Roland.knox@maryland.gov**](mailto:Roland.knox@maryland.gov)

DHR may change the Procurement Officer at any time and will notify the Offeror in writing of any such change.

### 1.3 Pre-Proposal Conference

A Pre-Proposal Conference will be held on **April 17, 2014 beginning at 1:00:p.m**. eastern standard time (est.) at the DHR Headquarters, 311 West Saratoga Street**, Room** **104**, Baltimore, MD 21201.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by **April 14, 2014**, all potential Offerors planning to attend call the Procurement Officer **(ref. Section 1.2)** or send an e-mail with such notice. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, provide at least **five** (**5)** calendar days notice of such need and DHR will make reasonable efforts to provide such special accommodation.

The Conference will be transcribed. As promptly as is feasible subsequent to the Conference, a summary of the Pre-Proposal Conference, and all questions and answers known at that time will be made available to all prospective Offerors known to have received a copy of this RFP, via *eMarylandMarketplace,* found at [**https://emaryland.buyspeed.com/bso**](https://emaryland.buyspeed.com/bso/), and the DHR web page at [**www.dhr.state.md.us**](http://www.dhr.state.md.us).

### 1.4 Electronic Procurement Authorization

A. The following transactions are authorized to be conducted by electronic means on the terms described. “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. [**https://emaryland.buyspeed.com/bso**](https://emaryland.buyspeed.com/bso/)), and electronic data interchange.

1. The Procurement Officer may conduct the procurement using *e-Maryland Marketplace*, the DHR web page, e-mail or facsimile to issue:

a. the solicitation (e.g. the RFP);

b. any amendments;

c. pre-proposal conference documents;

d. questions and responses;

e. communications regarding the solicitation or proposal to any Offeror including requests for clarification, explanation, or removal of elements of an Offeror's Proposal deemed not acceptable;

f. notices of award selection or non-selection; and

g. the Procurement Officer’s decision on any protest or Contract claim.

2. An Offeror or potential Offeror may use e-mail or facsimile to:

a. ask questions regarding the solicitation;

b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;

c. request a debriefing; or

d. submit a "No Offer” response to the solicitation.

3. The Procurement Officer, the State Project Manager and the Contractor may conduct day-to-day Contract administration, except as outlined in Section B of this subsection utilizing e-mail, facsimile or other electronic means if authorized by the Procurement Officer or State Project Manager.

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

1. submission of initial proposals;
2. filing of protests;
3. filing of Contract claims;
4. submission of documents determined by DHR to require original signatures (e.g. Contract execution, Contract modifications, etc.); 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.

C. Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person(s) as provided in the RFP, the Contract, or at the direction of the Procurement Officer or State Project Manager.

### 1.5 Questions and Inquiries

Written questions from prospective Offerors will be accepted by the Procurement Officer **(ref. Section 1.2)** prior to the Pre-Proposal Conference. As practical and appropriate, the answers to these pre-submitted questions will be provided at the Pre-Proposal Conference. No substantive question will be answered prior to the Pre-Proposal Conference. Additionally questions, both written and oral, will be accepted from the prospective Offerors at the Pre-Proposal Conference and will be answered at this conference or in a subsequent transmittal, which will be posted on the Department’s website and *eMaryland Marketplace*.

Questions will also be accepted subsequent to the Pre-Proposal Conference. All post-Conference questions shall be submitted in a timely manner to the Procurement Officer only. The Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be provided before the Proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor will be distributed to all prospective Offerors who are known to have received a copy of the RFP.

Subsequent to the Conference, additional Pre-proposal questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer.

**Should a potential Offeror identify alleged ambiguities in the Specifications or Contract provisions included in the RFP, or should there be doubt as to the meaning or intent of any section or subsection herein, the potential Offeror shall request clarification from the Procurement Officer prior to the Proposal due date. Failure to do so may prevent consideration of a future protest (see COMAR 21.10.02.03).**

### 1.6 Closing Date

An original, to be so identified, and **five** (**5)** copies of the Technical Proposal and Financial Proposal **(See Section IV)** shall be received by the Procurement Officer (ref. Section 1.2) by **April 30, 2014 at 3:00 p.m. est.** in order to be considered.

Requests for extension of this date or time shall not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to insure timely receipt by the Procurement Officer **(ref. Section 1.2)**. Proposals or unsolicited amendments to Proposals arriving after the closing time and date will not be considered, except under the conditions identified in **COMAR 21.05.02.10 B and 21.05.03.02 F.**

**Oral, electronic mail or facsimile Proposals will not be accepted.**

### 1.7 No Offer Statement

Offerors not responding to this solicitation are requested to complete and submit the Notice to Vendors/Contractors form that includes the company information and the reason for not responding (i.e. too busy, cannot meet mandatory requirements, etc.). This form is located immediately after the Key Information Summary Sheet.

### 1.8 Duration of Proposal Offer

The content of this RFP and the Proposal of the successful Offeror will be included by reference in any resulting Contract. All prices, terms and conditions in the Proposal shall remain fixed and valid for **120** calendar days after the closing date for receipt of Proposals or the closing date for receipt of Best and Final Offers. This period may be extended by written mutual agreement between the Offeror and the requesting State organization.

### 1.9 State Project Manager

The State Project Manager for this Contract is:

Regina Hill, Random Moment Study Program Administrator

Department of Human Resources

Division of Budget & Finance

Cost Allocation and Revenue Management

311 West Saratoga Street, 9th Floor

Baltimore, MD 21201

Office Phone Number: 410-767-8940

Office Fax Number: 410-333-0465

E-mail: [**regina.hill@maryland.gov**](mailto:regina.hill@maryland.gov)

After Contract award, this person will serve as the **primary point of contact** for the Contractor in regards to the services provided under the Contract.

DHR may change the State Project Manager at any time and will notify the Contractor in writing of any such change.

### 1.10 Glossary of Terms

1. **Code of Federal Regulations (CFR)**

The codification of the general and permanent rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.

1. **Code of Maryland Regulations (COMAR)**

A publication of the Maryland Secretary of State’s Division of State Documents for implementing State law. Title 21 governs State Procurement Regulations. Title 07 governs all Department programs.

1. **Contract**

An agreement entered into by a procurement agency for the lease as lessee of real or personal property or the acquisition of supplies, services, construction, construction-related services, architectural services, or engineering services. **(COMAR 21.01.02.01.B (25)(a)).**

1. **Cost Allocation and Revenue Management Division (CARM)**

A unit under the Department’s Office of Budget and Finance. This division helps build the foundation for DHR’s annual budget by determining how much of DHR’s costs can be billed to the federal government.

1. **Department Administrator**

The representative of the Department responsible for day-to-day monitoring of the performance of the Contractor during the Contract term, including the receipt of all reporting requirements.

1. **Department of Human Resources (DHR or Department)**

Maryland’s fourth largest State agency, established to administer the State’s public assistance, social services, child support, and community services programs.

1. **Department of Information Technology (DoIT)**

The State agency responsible for information technology oversight across State government.

1. **Family Investment Administration (FIA)**

A DHR unit that oversees a number of public assistance programs that help individuals move toward economic self-sufficiency. These programs are administered statewide by the **24** local departments of social services and include Temporary Cash Assistance, Food Supplement Program, Child Care Subsidy (formerly Purchase of Care), Public Assistance to Adults, and Medical Assistance.

1. **Family Investment Administration Time Study (FIATS)**

FIATS is a tool that allows DHR to account for the use of FIA staff resources when it claims funds from the federal government to support its programs, without keeping minute-by-minute records of activities performed by social services staff during the workday. FIATS contains approximately 2,000 participants and requires approximately 3,000 sample observations each quarter.

1. **Fully Loaded Fixed Unit Price**

Means the inclusion in billing rates of all profit, direct and indirect costs associated with providing services.

1. **Go Live Date**

The date when the Contractor shall begin providing services required by this RFP and receives compensation. Any start up activities are excluded from compensation and are prior to the Go Live Date.

1. **Information Technology Infrastructure Library (ITIL)**

A widely accepted approach to IT service management. ITIL provides a cohesive set of best practices, drawn from the public and private sectors internationally, that are designed to help companies identify areas where they need improvement, providing vendor-neutral guidelines on where to make specific changes to reduce costs and increase productivity. Individuals may obtain accreditation or certification in ITIL’s best practices.

1. **Late Response**

A sample response that is entered into the Contractor’s RMTS system more than three (3) business days past the original sample notification date.

1. **Local Department of Social Services (LDSS**)

The local social services unit in the **24** jurisdictions or counties in Maryland (including Baltimore City and the Montgomery County Department of Health and Human Services) through which DHR administers all major social services programs.

1. **Notice to Proceed (NTP)**

Written notification to the Contractor to begin services under the Contract**.**

1. **Office of Technology for Human Services (OTHS)**

OTHS directs the management information systems of the Department. OTHS is responsible for design, development and implementation and enhancements of computer programs used to maintain and track DHR customer data; computer applications and systems, computer and communication equipment, computer peripheral equipment, telephone systems and equipment, ancillary facility and support equipment.

1. **Procurement Officer**

The State representative responsible for this procurement and the only State representative who can authorize changes to the Contract.

1. **Project Manager Professional (PMP)**

A credential offered by the Project Management Institute (PMI) which evidences knowledge and familiarity with PMI’s Project Management Body of Knowledge (PMBOK) Guide. Public and private sector organizations employ PMP certified project managers in an attempt to improve the success rate of projects in all areas of knowledge, by applying the principles found in PMI’s PMBOK Guide.

1. **Public Assistance Cost Allocation Plan (PACAP)**

A narrative description of the procedures that will be used in identifying, measuring and allocating all administrative costs to all of the programs administered or supervised by State public assistance agencies.

1. **Random Moment Time Study (RMTS)**

A tool used to document the use of staff resources when the State claims federal funds to support federal, state, and local public assistance programs.  This tool creates a sample pool of DHR staffers. Observations are taken at random times during the workday for individuals in the sample. All responses of staff in the sample are used to determine the distribution of staff and overhead costs to various programs funded with federal, state and local dollars.

1. **Social Services Administration (SSA)**

A DHR unit that oversees the administration of child welfare services in the State of Maryland under the authority of Public Law 105-89, The Adoption and Safe Families Act of 1997.

1. **Social Services Time Study (SSTS)**

A tool that allows DHR to account for the use of SSA staff resources when it claims funds from the federal government to support its programs, without keeping minute -by-minute records of activities performed by social services staff during the workday. The SSTS contains approximately 2000 participants and requires approximately 3,000 sample observations each quarter.

1. **Timely Response**

A sample response that is entered into the Contractor’s RMTS system within **three (3)** business days after the original sample notification date.

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## SECTION II. GENERAL INFORMATION

### 2.1 Purpose

The purpose of this RFP is to provide information to Offerors interested in preparing and submitting Proposals to meet the requirements for contractual services described herein.

### 2.2 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for Proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for Proposals will be sent only to those Offerors who submitted a timely Proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the Proposal due date shall accompany the Offeror’s Proposal in the Transmittal Letter accompanying the Technical Proposal **(ref. Section 4.2)**.Acknowledgement of the receipt of amendments to the RFP issued after the Proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

### 2.3 Cancellation of the RFP

The State may cancel this RFP, in whole or in part, whenever this action is determined to be fiscally advantageous to the State or otherwise in the State’s best interest. If the RFP is canceled, a notice of cancellation will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP.

### 2.4 Acceptance of Proposal and Terms and Conditions

The State reserves the right to accept or reject any and all Proposals, in whole or in part, received in response to this RFP, or to waive or permit cure of minor irregularities to serve the best interests of the State of Maryland.

By submitting a Proposal in response to this RFP, an Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its Proposal as an attachment to the Transmittal Letter required in **Section 4.2**. A Proposal that takes exception to these terms may be rejected.

### 2.5 Additional Information

Offerors who submit Proposals may be required to provide additional information orally or in writing and/or to submit to a site inspection by State representatives in order to clarify or document their Proposals.

### 2.6 Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal in response to this RFP, including making an oral presentation, holding discussions, making a presentation or conducting an on-site inspection. Any expenses incurred by State personnel or representatives for on-site inspections will be borne by DHR.

### 2.7 Economy of Preparation

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's Proposal for meeting the requirements of this RFP.

### 2.8 State Supplied Services

The Department will provide the Contractor with updated information necessary for the successful operation of RMTS system for the two time studies, including:

* Updated employee lists, including e-mail addresses;
* Updated lists of DHR management personnel and e-mail addresses, including Supervisors, Assistant District Managers and District Managers;
* Updated lists of physical locations where DHR’s employees work; and
* Updated lists of program codes as amended in the Department’s PACAP for selection by the employees as they respond to the poll questions.

### 2.9 Alternate Proposals

An Offeror shall not submit an alternate Proposal in response to this RFP.

### 2.10 Multiple Proposals

An Offeror shall not submit more than one Proposal in response to this RFP.

### 2.11 Proposal Opening

Proposals will not be opened publicly, but will be opened in the presence of at least two State employees. Proposals shall be held in a secure place until the established due date. After the established due date, a Register of Proposals shall be prepared that identifies each Offeror. The Register of Proposals shall be open to public inspection after award of the Contract. Proposals shall be shown only to members of the Evaluation Committee or State employees having a legitimate interest in them.

### 2.12 Contract Term

The Contract awarded as a result of this solicitation shall be for a period of **two** **(2)** years. The Contract shall begin on or about **October 1, 2014** and end on or about **September 30, 2016.**. In addition, there is an available renewal option as per **Section 2.14**.

From the date of Contract Commencement, approximately **October 1, 2014** or a later date contained in a **Notice to Proceed (NTP)**(**Attachment J**) issued by the Procurement Officer, the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the “Go-Live Date”. No compensation will be paid to the Contractor for any start-up activities it performs between the date of Contract Commencement and the “Go Live Date.”

### 2.13 Multi-Year Contract

1. This is a multi-year Contract. The required services as provided for in **Section III** shall be provided for the entire Contract period.
2. A **Fully Loaded Fixed Unit Price** shall be given for the service and the **Total Evaluated Price** shall be the same throughout the entire period of performance (including the option periods) as provided in the **Pricing Proposal (Attachment A)**.
3. Funding for any Contract resulting from this RFP is dependent upon appropriations from the Maryland General Assembly and/or the federal government. The multi-year Contract shall be canceled if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first.
4. The Procurement Officer shall notify the Contractor in a timely manner if the funds are not available for the continuation of the Contract for each succeeding fiscal period.

### 2.14 Options

The Contract will contain an option to renew upon the same base period Contract terms and conditions, for **one** (**1**) additional **one** (**1**) year period of time. Exercise of the renewal option will be solely at the discretion of the State. The prices for the option year will be as provided on the **Pricing Proposal (Attachment A)**.

### 2.15 Bid/Proposal Affidavit

The **Bid/Proposal Affidavit** (**Attachmen**t **B)**, shall be completed by all Offerors responding to this RFP and submitted with their Technical Proposal. This Affidavit includes commercial nondiscrimination, minority business enterprise, anti-bribery, non-collusion, debarment, tax payment, investment in Iran and conflict minerals affirmations.

### 2.16 Corporate Registration

All corporations doing business in Maryland are required by law to be registered with the State of Maryland, Department of Assessments and Taxation, Comptroller’s Office as well as with the Department of Labor, Licensing and Regulation and shall have a resident agent. The resident agent shall be either an individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation which represents other corporations as a resident agent.

Any potential Offeror who is not sure of resident/foreign corporate status is advised to contact the Maryland Department of Assessments and Taxation, at **410-767-1340**. It is strongly recommended that any potential Offeror be completely registered prior to the due date for receipt of Proposals. An Offeror’s failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

### 2.17 Compliance with Law

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 and regulations applicable to its activities and obligations under the Contract. By submitting a Proposal in response to the RFP, the Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and if selected for award, that it shall not become so in arrears during the term of the Contract.

### 2.18 Contract Affidavit

The **Contract Affidavit** **(Attachment C)** shall be completed and submitted by the selected Contractor within **ten (10)** working days from notification of the recommendation for award and each renewal thereafter. This affidavit includes the financial, political and drug and alcohol free work place affirmations and a reaffirmation of the Bid/Proposal Affidavit.

### 2.19 Public Information Act Notice

Offerors shall give specific attention to the identification of those portions of their Proposals that they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information shall be divulged to the party. A blanket statement declaring the entire Proposal confidential is not acceptable.

### 2.20 Contractor's Responsibilities

The State will enter into a contractual agreement with the selected Offeror. The selected Offeror shall be responsible for all services as required by this RFP. Subcontractors are prohibited from performing the services under any contractual agreement resulting from this solicitation without the prior approval of the State.

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, minimum Offeror requirements, references and 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 that the parent organization will guarantee the performance of the subsidiary.

Although experience and documentation of an Offeror’s parent organization may be used to satisfy minimum qualifications **(Section 3.3)**, a parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience and/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 transferred to and shared with the Offeror, any stated intent by the parent in its guarantee of performance for direct involvement in the performance of the Contract, and the value of the parent’s participation as determined by the State.

### 2.21 Document Ownership

In the event of Contract award, all data and documentation produced as part of the Contract shall become the exclusive property of the Department, State of Maryland and may not be removed by an employee of the Contractor or subcontractor(s), or used, sold, reproduced or duplicated in any way for any purpose by the Contractor or subcontractor(s) without the written permission of the Department. Technical Proposals received from Offerors in response to this RFP and the corresponding Financial Proposals from qualified Offerors shall become the property of the Department and will not be returned to the Offeror.

### 2.22 General Contractual Conditions

Any Contract resulting from this RFP shall be governed by the laws of the State of Maryland and shall include at a minimum all the terms and conditions set forth in the **Services Contract (Attachment D)** and **Contract Affidavit (Attachment C)**.

Prior to Award, both the Contract and the Affidavit shall be completed along with witnessed signatures and dates and submitted by the recommended Contractor.

### 2.23 Procurement Method

This procurement is being conducted in accordance with **COMAR Title 21.05.03**, Procurement by Competitive Sealed Proposals.

### 2.24 Contract Type

The Contract that results from this RFP shall be an indefinite quantity contract with Firm Fixed Unit Prices in accordance with **COMAR 21.06.03.02 (A) (1) and 21.06.03 06 (A) (2).**

### 2.25 Invoicing

The Contractor shall bill the Department after the Transition-In period (ref. Section 3.5) and initial training of Department Administrators, DHR staff and management are complete **(ref. Section 3.4 (D))**. DHR will not pay the Contractor prior to the completion of these activities. Thereafter, the Contractor shall bill the Department quarterly for the annual hosting, maintenance and technical support services for the RMTS system. Invoices shall be due on or before the **15th** day of the month following the end of the quarter for services provided in the previous quarter.

Payment will be made based upon the Contractor’s **Fully Loaded Fixed Unit Price** listed in the **Pricing Proposal (Attachment A)** following receipt of an approved invoice. The Contractor’s **Fully Loaded Fixed Unit Price** shall be inclusive of all direct and indirect costs and profit to fulfill the requirements of this RFP.

The Department reserves the right to reduce or withhold all or part of the Contractor’s payment in the event the Contractor does not provide the Department with all required deliverables within the time frames specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract. The Contractor will be eligible to receive the aggregate of any withheld funds after submission and approval by the State Project Manager of any outstanding Deliverables. Any withheld funds will be included in the Contractor’s next payment after approval of the outstanding Deliverables by the State Project Manager.

**2.25.1** Invoice submission consists of the following requirements and steps.

* All invoices shall (at a minimum) be signed and dated in addition to including the Contractor’s mailing address, the Contractor’s Social Security number or Federal Tax ID number, the State’s assigned Contract Purchase Order number, the goods/services provided, the time period covered by the invoice, the amount of requested payment and the Contractor’s point of contact with a telephone number.
* The Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees) for each deliverable to the State Project Manager, with a copy to:

Pat Kick, Accounts Payable

Division of Budget and Finance

Maryland Department of Human Resources

311 West Saratoga Street, 9th Floor

Baltimore, MD 21201

Invoices for final payment shall be clearly marked as **“FINAL”** and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than **sixty (60)** calendar days from the Contract’s termination date.

### 2.26 Electronic Funds Transfer (EFT)

Electronic funds transfer will be used by the State to pay the Contractor for this Contract and any other State payments due the Contractor unless the State Comptroller’s Office grants the Contractor an exemption. The selected Contractor shall register using the attached form **COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (Attachment E)** upon notification of selection for award. If your organization has previously registered for EFT with the Comptroller’s Office, unless there has been a change, there is no need to re-register. If previously registered, indicate that information on the COT/GAD X-10 form and return the form to the Procurement Officer upon notification of selection for award. Any request for exemption shall be submitted to the State Comptroller’s Office for approval at the address specified on the **COT/GAD X-10** form and shall include the business identification information as stated on the form and include the reason for the exemption.

### 2.27 Contract Award

Award of a Contract, generally will be made within **120** calendar days after the closing date for submission of Proposals or the closing date for receipt of Best and Final Offers (BAFO), and will be subject to appropriate Federal and State approvals. The Contract shall be awarded to the qualified Offeror whose Proposal is determined to be most advantageous to the State based on the results of the technical and financial evaluations.

### 2.28 Discussions

The State may award a Contract from this solicitation without discussion with any offering vendor. The Department reserves the right to discuss and negotiate with qualified or potentially qualified Offerors, i.e., Offerors which appear to be responsible at the time discussions and negotiations are conducted and whose Proposals are initially judged to be reasonably susceptible of being selected for award. Discussions or negotiations will be conducted with all Offerors which have not previously been eliminated. The Department, however, is not obligated to conduct any discussions or negotiations. Each Offeror shall be aware that the Department can select a Proposal without first discussing the matter with the selected Offeror.

### 2.29 *eMaryland Marketplace Registration*

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHR website **(**[**www.dhr.state.md.us**](http://www.dhr.state.md.us)**)** for transmitting the RFP and associated materials, the summary of the Pre-Proposal Conference, Offeror’s questions and the Procurement Officer’s responses, and addenda will be provided via eMM.

**In order to receive a Contract award, a vendor shall be registered on *eMaryland Marketplace*.** Registration is free. Go here to register: [**https://emaryland.buyspeed.com/bso/**](https://emaryland.buyspeed.com/bso/)**.** Click on "Registration" to begin the process and follow the prompts. As a registered vendor to *eMaryland Marketplace*, you will be privileged to many benefits including:

* **Online Goods and Services Profile:**You can create and maintain your company's goods and services profile with the State. Your online profile will allow you to receive solicitations issued by the State that are in your area of interest.
* **Instant Notification of Opportunities:**Registered vendors will receive instant, automatic notification via e-mail when a procurement opportunity is issued by State and Maryland local government buying organizations in your area of interest.
* **Solicitations Online:**You can review and respond to State and in some cases Maryland local government issued solicitations via the Internet without leaving your desk.

**Note: *eMaryland Marketplace* registration is active for one year and shall be active at the time of Contract award. *eMaryland Marketplace* registration should be maintained thereafter in order to receive notice of future procurement opportunities.**

### 2.30 Protests

An Offeror may protest the proposed award or the award of a Contract for this procurement. Any protest or dispute related shall be filed in accordance with **Title 15, Subtitle 2** of the State Finance and Procurement Article, Annotated Code of Maryland, and **COMAR 21** (State Procurement Regulations), **Subtitle 10**, Administrative and Civil Remedies.

### 2.31 Minority Business Enterprises

Minority Business Enterprises are encouraged to respond to this solicitation.

### 2.32 Minority Business Enterprise Participation Goal and Sub-Goal

No MBE subcontracting goal has been established for this procurement.

### 2.33 Veteran-owned Small Business Enterprises (VSBE)

Veteran-owned Small Business Enterprises are encouraged to respond to this solicitation.

### 2.34 Veteran-owned Small Business Enterprises (VSBE) Participation Goal

No VSBE subcontracting goal has been established for this procurement.

### 2.35 Insurance Requirements

Workers’ Compensation -- The Contractor shall maintain such insurance as necessary and/or as required under Workers’ Compensation Acts, U.S. Longshoremen’s and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act, as well as any other applicable statute.  
  
The State of Maryland shall be named as an Additional Named Insured on all liability policies (Workers’ Compensation excepted). Certificates of insurance evidencing this coverage shall be provided within **ten** (**10)** working days after recommendation of award.

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

General Liability - The Contractor shall maintain the following minimum insurance protection for liability claims arising as a result of the Contractor’s operations under this Contract.

Commercial General Liability, Occurrence Form:

$500,000 - General Aggregate Limit (other than products/completed operations)

$150,000 –Motor Vehicle Liability per occurrence.

$150,000 - Each Occurrence Limit

$100,000 - Personal and Accidental Injury Limits

$ 10,000 - Fire Damage Limit

$ 2,500 - Medical Expense

Certificates of insurance evidencing this coverage shall be provided to the State Project Manager at each Contract anniversary date during the Contract period or as directed by the State.

The State shall receive written notification of non-renewal and/or cancellation from the issuer of the insurance policies at least **thirty** (**30**) calendar days before the expiration of said policies. Notice shall be sent to the State Project Manager. In the event the State receives a notice of non-renewal and/or cancellation, the Contractor shall provide the State Project Manager with an insurance policy from another carrier at least **thirty** (**30**) calendar days prior to the expiration of the non-renewed insurance policy. Failure to provide proof of insurance will result in the Contract being terminated for default.

### 2.36 Certification Regarding Lobbying

**Section 319 of Public Law 101-121** prohibits the use of Federal funds for lobbying Federal officials, including members of Congress, in conjunction with a specific Contract, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement. The law also requires the disclosure of lobbying efforts using other than Federal funds. Each Proposal shall include a completed **Certification Regarding Lobbying (Attachment F)**.

### 2.37 Oral Presentations

Offerors who submit a Proposal in response to this RFP may be required to make an oral presentation of the Proposal to the Evaluation Committee, possibly on short notice. All representations made by an Offeror during an oral presentation shall be reduced to writing. All such written representations will become part of the Offeror’s Proposal and are binding if the Contract is awarded. The time and location for this oral presentation will be scheduled by the Procurement Officer. The oral presentation will assist the Evaluation Committee with its ranking of the Technical Proposal.

### 2.38 Confidentiality

Except in accordance with a court order, neither Party shall use or disclose any information concerning a recipient of the services provided under this agreement for any purposes not directly connected with the administration of such services, except upon written consent of the Party providing the information and the recipient or his or her responsible parent, guardian, or legal representative or as required in §10-611 *et seq*., State Government Article and Title 1, Subtitle 2, Human Services Article -Maryland Annotated Code and **COMAR 07.01.07**.

Nothing in this Contract shall prevent the Parties from using and disclosing statistical data derived from information concerning a recipient of the services provided under this Contract so long as that statistical data does not identify any recipient of such services.

### 2.39 False Statements

Offerors are advised that **Section 11-205.1** of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

1. In connection with a procurement Contract a person may not willfully;
   1. falsify, conceal, or suppress a material fact by any scheme or device;
   2. make a false or fraudulent statement or representation of a material fact; or
   3. use a false writing or document that contains a false or fraudulent

statement or entry of a material fact.

1. A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
2. A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding $20,000 or imprisonment not exceeding **five (5)** years or both.

### 2.40 Living Wage Requirements

A solicitation for services under a State contract valued at $100,000 or more may be subject to **Title 18**, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State’s Living Wage requirement is contained in this solicitation **(see Attachment G - Living Wage Requirements for Service Contracts and Affidavit of Agreement). If the Offeror fails to complete and submit the required Living Wage documentation, the State may determine an Offeror to be not responsible.**

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least **$13.19 per hour**, if State contract services valued at 50% or more of the total value of the contract are performed in the **Tier 1 Area**. If State contract services valued at 50% or more of the total value are performed in the **Tier 2 Area**, an Offeror shall pay each covered employee at least **$9.91 per hour**. 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. 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**. If 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)** shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation 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 shall identify in their Proposal the location(s) from which services will be provided.

This Contract is determined to be a **Tier 1** Contract.

**Additional Living Wage information pertaining to reporting obligations may be found by going to the Department of Labor, Licensing and Regulations’s (DLLR) website –** [**http://www.dllr.state.md.us**](http://www.dllr.state.md.us) **and clicking on MD Employment Laws.**

|  |
| --- |
| **Note: The Living Wage rates are subject to annual adjustments by DLLR. Contractors may not increase prices because of any Living Wage increase.** |

### 2.41 Hiring Agreement

By submitting a Proposal in response to this solicitation, the Offeror agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) **Hiring Agreement (Attachment H)**. The Hiring Agreement is to be executed by the Offeror and delivered to the Procurement Officer within **ten** (**10**) business days following the receipt of notice by the Offeror that it is being recommended for Contract award. The Hiring Agreement will become effective concurrently with the award of the Contract.

### 2.42 Liquidated Damages

RMTS system services shall be available **seven (7)** days per week, **twenty-four** (**24)** hours per day during the Contract period. For each unscheduled service outage, the Contractor will be assessed liquidated damages in the amount of $1,000.00 per hour of service outage until service is restored. The liquidated damages will be assessed against any of the selected Contractor’s submitted invoices. The Contractor will not have to pay the State liquidated damages when the Service Outage is the result of a national emergency or natural disaster, fire, or other acts of God, provided the Contractor notifies the State Project Manager of such circumstances and the Service Outage is determined to have been beyond the control and without fault or negligence of the Contractor.

### 2.43 Prompt Payment Policy

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor’s Office of Minority Affairs dated **August 1, 2008**. The Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offerors who are awarded Master Contracts under this RFP shall comply with the prompt payment requirements outlined in the Contract, (see **Attachment D**). Additional information is available on the **GOMA** website at <http://goma.maryland.gov/Pages/legislation.aspx>

### 2.44 Conflict of Interest

Under State Government **Article 15-508** of the State Ethics Laws, a person and their employer who assist or are involved in the drafting of specifications for a procurement are prohibited from submitting a proposal for that procurement, from assisting or representing another person, directly or indirectly, who is submitting a proposal for that procurement, and from participating in the implementation of those specifications, whether as a prime or subcontractor. The State Ethics Law applies to this RFP and any contract award resulting from this RFP.

The successful Offeror shall provide IT consulting and technical services for State agencies, or component programs with those agencies and shall do so impartially and without any conflicts of interest. Offerors are required to complete a Conflict of Interest Affidavit with their Technical Proposal in response to this RFP. A copy of this Affidavit is included as **Attachment K** of this RFP. If the Procurement Officer makes a determination before award of a Master Contract, or subsequent Contract, that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of **COMAR 21.05.08.08A**, the Procurement Officer may reject a Proposal under **COMAR 21.06.02.03B**.

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

### 2.45 Non-Visual Access

By submitting a Proposal, the Offeror warrants that the information technology offered under the Proposal **(1)** provides equivalent access for effective use by both visual and non-visual means; **(2)** will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; **(3)** if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and **(4)** is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent.

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

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## SECTION III. SCOPE OF WORK

### 3.1 Background

DHR, Maryland’s fourth largest State agency, has a critical mission: It works to safeguard and provide services to some of Maryland’s most vulnerable citizens, allowing them to live independently, to support themselves and their families, and to be safe from abuse and neglect. In accomplishing this mission, the Department administers the State’s public assistance, social services, child support enforcement and community-based programs. The United States Department of Health and Human Services (HHS) finances several public assistance programs such as Medicaid, Temporary Assistance to Needy Families, and the Food Supplement program. DHR and HHS share the administrative costs of these programs. In order to receive reimbursement from HHS, the Department is required to submit a cost allocation plan to HHS that conforms with **2 CFR Part 225** (available at: <http://www.law.cornell.edu/cfr/text/2/part-225> and **45 CFR Part 95** (available at: <http://www.law.cornell.edu/cfr/text/45/part-95>) and outlines the method DHR will use to properly allocate costs.

Since 1998, the Department has used RMTS as its cost allocation method. This method is a federally-approved statistical tool that, on a quarterly basis, tracks the time a sample group of employees spends working on various federal programs. Employees in the sample group are contacted or polled at random moments over a calendar quarter. When contacted, the employee is asked the specific program and/or activity on which they are working at that moment. The employees’ responses to the polls are then recorded. The results of the poll responses are calculated and provide a statistically valid means of determining what portion of the sample’s time is spent performing tasks that are reimbursable by the federal government. After the quarterly calculation occurs, the State files a claim with the federal government using the information gleaned through RMTS as a basis for reimbursement.

DHR initially performed manual calculations to determine its amount of federal reimbursement. However, since 2007, the Department has used a web-based RMTS system which has been customized to meet the agency’s RMTS needs. The current system manages DHR’s two ongoing time studies- SSTS and FIATS. SSTS covers SSA case workers while FIATS covers FIA Specialist workers. DHR’s Office of Budget and Finance administers both time studies and wishes to continue using an online web and e-mail-based RMTS system to provide results for the studies. As the Department uses the results of the time studies to claim millions in federal funds, it needs a RMTS system that is specifically configured for DHR.

### 3.2 Objectives

The objective of this Contract is to obtain an online web and e-mail-based RMTS system that will allow DHR to comply with federal regulations in collecting sample information for its statewide time studies.

### 3.3 Offeror Minimum Qualifications

Offerors shall possess a minimum of **three** (**3**) years of experience in providing web-based RMTS services to state and/or local governments.

Offerors shall have processed a minimum of 6,000 surveys per quarter, per client within the past **two (2)** years.

### 3.4 Contractor Requirements

1. **RMTS System Requirements:**

The Contractor shall:

* + - 1. Provide, host, and support a web-based RMTS system that:

1. Conforms to **2 CFR Part 225 and 45 CFR Part 95**.
2. Allows participants to enter responses on a 24/7/365 basis. This includes State closure days. A list of State closure days may be found at: <http://dbm.maryland.gov/employees/Pages/StateHolidays2014.aspx>.
3. Generates, on a quarterly basis, a statistically valid random sample, for both SSTS and FIATS, by worker and by time. The sample shall conform to the confidence level, precision, and sample size requirements in the Department’s PACAP. The PACAP recommends a confidence level of 95% with a sampling error of 2% for activities with a rate of occurrence of at least 5%. For activities with a rate of occurrence of less than 5%, a precision of 5% is recommended.
4. Generates quarterly rosters of current participants for validation by the particpants’ supervisors and CARM staff for review and updates.
5. Is customizable and compatible with DHR’s Google e-mail system.
6. Uses an email message to alert participants that they have a sample. This message shall include:
   * + - 1. A link to the RMTS system that contains encrypted log on credentials (if the link being accessed has confidential information/Personal Identifiable Information);
         2. Instructions on accessing and completing the observation form on the internet and DHR’s intranet;
         3. The Sample moment date and time; and
         4. Contact information for questions or concerns.
7. Distinguishes late sample responses from timely responses, and separate them out from the statistical results.
8. Provides automated “Missing Response” email reminders to time study participants and their supervisor after **24** hours of no response.
9. Contains a comprehensive calendar system which will allow CARM staff to enter unique schedules (days and/or hours) for time study participants (for example “Every Other Monday Off”).
10. Contains mass email functionality to allow CARM staff to communicate with time study participants and management staff.
11. Provide mass email capability to CARM staff to notify participants of any changes in policy 100% of the time.
12. Allow CARM staff to make online staffing changes/updates in the database, such as adding or removing employees, due to resignations etc., daily, 100% of the time.
13. Has the ability to generate, print and export (in PDF and Excel formats) the reports listed in **Section 3.8.4**.
14. Provide a quality control measure by randomly selecting a sub-sample of 10% of all sample observations for review by the participants’ supervisors for validation purposes.
15. Ensure that the RMTS system is available **twenty-four (24)** hours a day, **seven (7)** days a week, **365/366** days a year, including weekends & holidays continuously during the Contract term to both Department workers and administrators. The Contractor shall immediately report any outages to the State Project Manager.
16. Provide IT support and maintenance of the RMTS system to the Department. The Contractor shall be available by phone or e-mail between the hours of **8 a.m. and 6 p.m. EST**, Monday through Friday with the exception of State closure days (Refer to [**http://dbm.maryland.gov/employees/Pages/StateHolidays2014.aspx**](http://dbm.maryland.gov/employees/Pages/StateHolidays2014.aspx) for State Holidays/Closings).
17. Maintain adequate RMTS system capacity to support a minimum of 4,000 users/employees, with an estimated 300-500 concurrent users per day responding to sample requests.
18. Provide a minimum of weekly data back up to ensure the integrity of the time study data.
19. Provide and install new versions of the RMTS system software as they become available at no additional cost. This includes making changes to the RMTS system as necessitated by program revisions, PACAP revisions, or federal requirements. The Contractor shall deploy updates/upgrades upon approval from the State Project Manager.
20. Ensure the RMTS system contains validation and error check at every stage of the RMTS process (ex. only valid entries can be made; entries shall be complete) by providing a pop-up notification and rejection prompt when non-program related codes are paired with program related codes.
21. **Functional - Requirements& Service Level Agreement:**

The Contractor shall:

* + 1. Assist the Department with the implementation of revisions to the Department’s PACAP.
    2. Perform ongoing RMTS system administration.
    3. Perform monitoring of the RMTS system.
    4. Load and update staff pools and participant rosters in the RMTS system.
    5. Maintain the participants / activity / cost allocation basis database.
    6. Develop ad hoc reports as requested by DHR staff.
    7. Develop and update RMTS system procedure manuals for CARM staff and Department management.
    8. Develop and update time study instructions for participants.
    9. Periodically review, at least on an annual basis, its allocation and claiming methodologies as well as the program and activity coding to ensure those methodologies remain current and accurate.
    10. Deliver recommendations and change plans for all appropriate RMTS system areas.
    11. Perform oversight of the RMTS process to ensure the following occur:
        - 1. Automated audit data collection;
          2. Automated supervisor validation control;
          3. That supervisors are advised of missed entries; and
          4. That every entry is date and time stamped.
    12. Ensure the data contained in and used by the RMTS system is up to date. The Contractor shall ensure that:

1. Daily review of schedules and entries are made;
2. Daily data consolidations occur; and
3. Summary data related to the two statewide time studies is available at any time.
   * 1. Ensure the reports listed in **Section 3.8.4** are available online, and provided to DHR staff upon demand.
        1. The information needed to compile these reports will be provided to the Contractor by the Department during the Transition-In period.
        2. Following the NTP, CARM will specify the format for each report.
     2. Comply with the Service Level Metrics listed below-

|  |  |
| --- | --- |
| Service Level Metrics | |
| FUNCTIONAL REQUIREMENT | |
| The Contractor shall comply with the following system service level agreements as dictated by the metrics in the chart below: | |
| DHR Service Level Metrics – Business Services | |
| **Metrics** | **Measure** |
| RMTS Processing | 100% completion of processing of all completed RMTS survey within one (1) business day of receipt. |
| Sample Selections | Draw 3,000 moments per time study within five (5) business days prior to the beginning of each quarter and confirm all 3,000 moments have been selected and submitted on time to the State. |
| Response Needed List | Send copies of “Response Needed” lists regarding study participants that have not responded within 48 hours after the original sample date/time on a daily basis with all non respondents identified and provided on time to the State. |
| Sample Validation | Provide a quality control measure by randomly selecting a sub-sample of 10% of all sample observations for review by the participants’ supervisors for validation purposes quarterly. |
| Quarterly Sample | Provide 3,000 random samples a quarter for the SSTS and FIATS with a level of precision at +/- 2% with a 95% confidence level. |

1. **Staffing Requirements:**
   * + 1. The Contractor shall provide sufficient staff levels to perform the services under this RFP. Staffing shall consist of, at a minimum, the following:

Project Manager –The Project Manager shall be considered the primary point of contact during the entire term of the Contract. The Project Manager’s responsibilities include overall oversight of project operations. The Project Manager shall provide input and recommendations regarding the RMTS system and maintain quality assurance. Additional responsibilities shall include, at a minimum, daily supervision/monitoring of day to day operation of RMTS system including but not limited to ensuring RMTS system up-time and responding to the Department’s requests, providing reports, and performing a review of the new samples generated for each new quarter. The Contractor’s Project Manager shall possess a minimum of **two** (**2**) years experience in RMTS service operations. A PMP/ITIL certification is preferred.

* + - 1. Offerors shall provide job descriptions and individual resumes for their proposed Project Manager, and all other staff designated by the Offeror in its Proposal who are to be assigned to this project if the Offeror is awarded the Contract.
      2. Prior to diverting any of its personnel to assignments other than this project, the Contractor shall notify the State Project Manager of its intent at least **thirty** (**30)** calendar days in advance, if feasible, and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the project. The Contractor shall replace staff that leaves the employment of the Contractor with personnel of equal or greater ability, qualifications, and experience.

1. **Training Requirements:**
2. The Contractor shall provide initial system training to approximately **fifteen** (**15**) Departmental Administrators. Training shall be completed **four** **(4)** weeks prior to the first sample quarter.
3. The Contractor shall provide initial web-based, on demand training to approximately 4,000 LDSS staff and management. Training shall be made available **three (3)** weeks prior to the first sample quarter. The Contractor shall ensure that the system does not accept responses from participants who have not completed this training.
4. During the term of the Contract, the Contractor shall provide annual on demand, web-based training to all time study participants, plus online training for all new workers added to the quarterly rosters. The goal of this training is to ensure time study participants understand the RMTS process, the role it plays in the Department, and its applicability to their daily tasks.
5. **Technical Requirements**
6. OTHS Technical Requirements:
7. Contractor-owned Computer Equipment
   * 1. The Contractor shall not connect any of its own equipment to DHR’s LAN/WAN without prior written approval by DHR/OTHS. Examples of equipment would include, but not be limited to, PCs, printers, routers, switches and servers, and thumb drives.
     2. If Contractor equipment is connected/added to DHR’s LAN/WAN without the approval of DHR/OTHS, DHR/OTHS shall have the right to confiscate that equipment without notice to the Contractor.
8. State IT Security and Policy Standards

The Contractor shall comply with and adhere to the State’s 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’s IT Security Policy and Standards are available online at [**http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx**](http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx).

Failure to comply with the State’s IT Security Policy and Standards on the part of the Contractor or any of its designees will be regarded as a breach of the Contract and may be followed by termination for default.

1. DHR Network Requirements

The Contractor shall include a plan for accommodating DHR’s current network security features, listed below:

1) Access to Electronic Information Resources – The Contractor shall 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.

Confidentiality of Data and Systems –The Contractor shall not grant access to information resources without the written consent of the State Project Manager.

Encryption – The system shall provide secure access to the data using SSL encryption. All communication between various systems within the RMTS software solution shall be encrypted or firewall protected.

Auditing – The system shall require that all changes to information resources are documented and stored on a secure server. All users shall be uniquely identified. Group or shared IDs are prohibited. The following minimum set of events/actions shall be logged and kept as required by State and federal laws/regulations:

* + - * 1. Additions, changes or deletions to data produced by IT systems;
        2. Identification and authentication processes;
        3. Actions performed by system operators, system managers, system engineers, technical support, data security officers, and system administrators and system end users; and
        4. Emergency actions performed by support personnel and highly privileged system and security resources.

The audit trails shall include at least the following information:

* Date and time of event
* User ID of person performing the action
* Type of event
* Asset or resource name and type of access
* Success or failure of event
* Source (terminal, port, location, IP address) where technically feasible
* Identification and authentication processes
* The system shall follow minimum auditing requirements to be in compliance with Federal requirements as defined by the United States Department of Health and Human Services.

Security Incidents – The Contractor shall thoroughly investigate and document all security incidents. The Contractor shall notify the State Project Manager, via phone and email, within **twenty-four (24)** hours upon initial detection of incident. The Contractor shall follow published and accepted procedures described in National Institute of Standards and Technology Special Publication **800-61 Revision 2** Computer Security Incident Handling Guide until complete containment of the security breach. At a minimum the following events shall be reviewed once a year:

* + - * 1. Three failed attempts per user to access or modify security files, password tables or security devices.
        2. Disabled logging or attempts to disable logging.
        3. Two (2) or more failed attempts to access or modify confidential information within a week **(five (5)** business days).
        4. Any unauthorized attempts to modify software or to disable hardware configurations.

The Contractor shall install all applicable security patches and/or hot-fixes recommended by the hardware or software vendor. The Contractor shall disable services and applications not serving business requirements.

The Contractor’s RMTS system shall restrict services and applications not for general access by access control lists.

The Contractor shall encrypt all communications from the system that contain confidential information whenever storing or transmitting of confidential data.

The Contractor shall hold confidential all DHR staff information and shall protect it from disclosure and unintended recipients.

The Contractor shall not use data for any purpose other than what is mentioned in this RFP.

The Contractor shall notify the DHR Project Manager of any breach of DHR information within four (4) hours of incident.

The Contractor shall be liable for loss of confidential information in the event of security breach and will provide free credit monitoring services, for those affected, for a period not less than **one (1)** year.

* + - * 1. Security at State Sites

When visiting State facilities, the Contractor shall adhere to all State security requirements. This includes presenting photo identification, providing information for the obtaining of State-issued Contractor badges, and wearing Contractor-issued and State- issued security badges prominently when inside State facilities and presenting identification upon request at any time.

The Contractor shall:

1. Abide by the State’s policies and procedures in force at each site.
2. Ensure that all staff working under this Contract agree to familiarize themselves with the requirements of the State of Maryland Information Technology Security Policies and any accompanying State and federal regulations, and shall comply with all applicable requirements in the course of this Contract, including cooperation and coordination with the auditors, Department of Budget and Management and other compliance officers.
3. Ensure Contractor equipment meets or exceeds DHR’s standards for virus protection and security.

e. Password Requirements

The RMTS system shall require a secured login and password to access the system. The website shall force users to change temporary passwords at the first logon and shall prohibit password reuse by not allowing the last **ten** (**10**) passwords to be reused with a minimum password age of at least **two** (**2**) calendar days. Three failed attempts per user to access or modify security files, password tables or security devices shall lock out the User account.

1. Passwords shall not:
   1. Be the same as the user ID;
   2. Be stored in clear text;
   3. Be displayed on the screen; and
   4. Contain leading or trailing blanks.
2. Passwords shall:
   1. Be a minimum of eight characters and consist of mixed alphabetic, special character and numeric characters; and
   2. Not consist of all numbers, all special characters, or all alphabetic characters.
3. Administrative passwords shall be changed no less than every **forty-five (45)** days
4. Automatic mechanisms shall be in place requiring users to replace their passwords in no less than **ninety (90)** days.
5. Unused accounts shall be deleted after **ninety (90)** days of non-use.

f.Technical - Support Services & Service Level Agreements

1. The Contractor shall make available personnel resources for phone and on-site support between the hours of **8 a.m. to 6 p.m.,** Monday through Friday, excluding State closure days to provide technical support. The Department will not require technical support on State closure days (see [**http://dbm.maryland.gov/employees/Pages/StateHolidays2014.aspx**](http://dbm.maryland.gov/employees/Pages/StateHolidays2014.aspx) for State holidays/Closings).
2. The Contractor shall provide service at or above the defined service level performation standards – referred to as Service Level Agreement (SLA). Failure to meet SLAs as defined in this RFP may result in DHR requiring the Contractor to submit a Corrective Action Plan (CAP) within **one** **(1)** business day and liquidated damages, as outlined in **Section 2.42**, Liquidated Damages.

DHR and the Contractor acknowledge and agree that pursuant to the terms of this Contract, failure to meet established performance standards, or timely submit a CAP, may indicate a breach of this Contract and could result in its termination. If a breach of this Contract has occurred, DHR will take into account any excusable delay for which the Contractor is not responsible pursuant to the terms defined herein.

1. The Contractor shall have a comprehensive approach to measuring service levels in regards to the RMTS.
2. The Contractor, in its Technical Proposal, shall define and communicate the specific methodologies utilized to achieve the SLAs provided below which depicts DHR’s Service Level expectations around service response times and RMTS System availability.

| ***Severity*** | ***Classification*** | ***Definition*** | ***Response Availability*** | ***Response Time*** | ***Anticipated Resolution Time*** |
| --- | --- | --- | --- | --- | --- |
| 1 | High | Total customer outage or an outage having an impact on a customer’s business, affecting the majority of users. (Examples: 1. The server is down during scheduled availability and Department Administrators and time study participants cannot access RMTS; 2. Fix any bugs that are discovered in the application.) | 5 days / week, Mon-Fri, 8AM-6PM EST | Respond to DHR within one (1) hour of receiving report. | Communicate plan of action to DHR within two (2) hours.  Bug fixes shall be deployed upon approval from the State Project Manager. This approval will be granted on the same day the State Project Manager receives specific information regarding the bug fix from the Contractor |
| 2 | Medium | Problem affecting an individual or a small user group. An alternate bypass may be available. (Examples: 1. Request to add user accounts or modify privileges; 2. Authorized user has a question about application functionality). | 5 days / week, Mon-Fri, 8AM-6PM EST | Respond to caller within two (2) business hours of receiving the report. | Within four (4) business hours after response time if can be resolved remotely. For issues requiring onsite troubleshooting or resolution, a technician should be onsite within one (1) business day. |
| 3 | Low | Problem that is inconvenient and not critical to DHR. (Example: The system is not automatically bringing up today’s date and the worker has to keep entering the date by hand) | 5 days / week, Mon-Fri, 8AM-6PM EST | Respond to caller within four (4) business hours of receiving the report. | Within one (1) business day after response time if can be resolved remotely. For issues requiring onsite troubleshooting or resolution, a technician should be onsite within three (3) business days. |
| 4 | Non-Urgency | Problem that requires an enhancement, but with no urgency | 5 days / week, Mon-Fri, 8AM-6PM EST | Respond to caller within one (1) business day of receiving the report. | Present enhancement request to the State Project Manager within five (5) business days. Notify caller that their request is being reported to management for review and consideration. |

|  |  |
| --- | --- |
| Service Level Metrics –Software Solution Availability | |
| REQUIREMENT | |
| The Contractor shall comply with the following system service level agreements as dictated by the metrics in the chart below: | |
| DHR Service Level Metrics – Common Services | |
| **System Metrics** | **Measure** |
| System Restoration (Disaster Recovery) | Within seven (7) calendar days from declaration of disaster,restore100% of RMTS functionality to the State |
| System File Restoration – 24x7x365 requests | Complete 95% of file restoration within four(4) hours of failure, and complete 100% of file restoration within one (1) business day |
| Backups – As Scheduled and accurate (ref. Section 3.4A6) | Backups performed and completed for 99% of the time |
| Planned System Availability | RMTS system is available 99.9% of the time excluding scheduled maintenance |

1. Security Requirements

The Contractor shall:

1. Ensure that its personnel is familiar with, and exercises due diligence in carrying out, the State’s IT Security Policy **(see Section 3.5.E.1.b.1).**
2. Comply with the Federal Guidelines for Web Accessibility, available at [**www.section508.gov**](http://www.section508.gov)**.**
3. Not place confidential or sensitive data on any application servers, database servers, or infrastructure components that require direct access from the Internet.
4. Establish appropriate procedures to protect documents, computer media, information/data, and system documentation from unauthorized disclosure, modification, removal, and destruction, including suitable measures to properly dispose of media when it is no longer needed.
5. Implement cryptographic solutions (encryption) when the confidentiality or sensitivity of information shall be maintained while a message is in transit between computing devices and when confidential or sensitive information is stored in a file or database.
6. Develop a documented process to ensure that access privileges are verified at least once in **six (6)** months.
7. Develop an automated process to ensure that user sessions time out after a period of **fifteen** (**15**) minutes of inactivity.
8. Develop a documented process to ensure that access rights reflect changes in employee/Contractor status within **twenty-four** (**24**) hours of the change.
9. Develop a documented process to ensure that physical and logical access is immediately disabled upon a change in employment status where appropriate.
10. Develop an automated or documented process to ensure that user IDs are disabled after **sixty** (**60**) calendar days of inactivity unless they are extended through the explicit approval of the State Project Manager. System IDs are excluded but should be changed at an interval of not less than **one** (**1**) year.
11. Develop a documented process to ensure that all default access capabilities are removed, disabled, or protected to prevent unauthorized use.
12. Encrypt backed up media at rest.
13. System Troubleshooting

The Contractor shall:

1. Correct all system problems and application problems under its control within **four** (**4**) hours of detection. Any problems related to system functionality (i.e., hardware, lines, etc.), which are not under Contractor control, shall be reported, via phone and email, to the State Project Manager within **fifteen** (**15**) minutes of detection.
2. Notify the State Project Manager, via phone and email, within **fifteen** (**15**) minutes of detection by the Contractor of any disruptions in service caused by Department facilities, including e-mail and internet connectivity.
3. Notify the State Project Manager **two** (**2**) calendar weeks in advance, by confirmed e-mail, phone, or fax, of any planned service outages that may affect the availability of the RMTS system, and describe alternate plans.
4. Business Continuity Plan and Disaster Recovery Plan
5. Contractor shall have in place a working Disaster Recovery Plan (DRP) such that continuity of operations and preservation of data are assured in the event of a major disruption of normal operations at the Contractor's and/or subcontractors' facilities. Also, Contractor and subcontractors shall be able to continue providing Deliverables in the event of an extended disruption of operations at DHR, which causes either agency to implement their DRPs. That is, Contractor and subcontractors shall be able to continue interfacing with DHR, personnel and equipment (e.g. websites) at the agency's disaster recovery sites once they are operational.
6. The Contractor shall have clear approaches to:
7. Working with DHR to create a technical solution to provide continuous operations of the services in this RFP;
8. Ensuring the preservation and availability of DHR’s critical data in the event of a disaster;
9. Deliver the initial DRP plan within sixty (60) calendar days of the NTP. The State Project Manager will review and approve the DRP or recommend changes as necessary. The final DRP shall be delivered 120 calendar days of the NTP;
10. Ensuring that the DRP meets or exceeds the guidelines and all audit specifications listed in the disaster recovery documents available on DoIT’s website-(<http://doit.maryland.gov/support/Pages/SecurityDisasterRecovery.aspx>).
11. The Contractor shall create and update a Business Continuity Plan (BCP) during the Contract period. The documented Business Continuity Plan shall have Recovery Response team contact details (name, title, email, phone, etc.) and include details of Recovery Time Objective (RTO) and Recovery Point Objective (RPO) for this RFP. The initial plan shall be submitted within **sixty** (**60**) calendar days of the NTP. The State Project Manager will review and approve the BCP or recommend changes as necessary. The final BCP shall be delivered **120** calendar days of the NTP.
12. Incident & Problem Escalation Procedure

The Contractor shall:

* 1. Maintain an Incident & Problem Escalation Procedure for both routine and emergency situations. This Procedure shall 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 specified timeframes.
  2. Provide its Incident & Problem Escalation Procedure to the State Project Manager no less than **ten (10)** business days prior to the beginning of the Contract, and 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 Procedure). The Problem Escalation Procedure shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Details shall include:

1. The process for establishing the existence of a problem;
2. The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level for resolution;
3. Circumstances in which the escalation will occur in less than the normal timeframe;
4. The nature of feedback on resolution progress, including the frequency of feedback;
5. Identification of individuals with their position title and contact information (office phone and/or cell phone number, fax number, e-mail address, etc.) for progressively higher levels that would become involved in resolving a problem;
6. Contact information (same as above) for persons responsible for resolving issues after normal business hours (i.e., evenings, weekends, holidays, etc.) and on an emergency basis; and
7. A process for updating and notifying the State Project Manager of any changes to the Incident & Problem Escalation Procedure.

### 3.5 Transition-In

1. The Transition-In period shall be accomplished in **sixty (60)** calendar days.
2. The Contractor shall submit a Transition-In Plan with the Technical Proposal.
3. The Transition-In cost shall be included in the first year of the Contract and listed on the Pricing Proposal form (**Attachment A**) of the RFP.
   1. The Contractor’s Transition-In Plan shall have clear approaches to the Transition-In activities and describe the Contractor’s strategy to successfully accomplish a seamless transition.
   2. The Transition-In Plan shall specifically describe in detail:
      1. Milestones and deliverables timelines.
4. The transition personnel and their respective role.
5. The required involvement of the incumbent contractor, State Project Manager and staff, other State resources, and any third-party involvement required during the transition period.
6. Risk assessment and mitigation recommendations/solutions.
7. A clear set of tasks, objectives, outcomes and timeframes for work activities, processes, people, services, knowledge and documentation.
8. For the Transition-In period, the Contractor shall perform the following activities, including but not limited to:
   1. Modifying and changing survey language to meet DHR’s needs;
   2. Converting all historical data from current system to Contractor’s proposed software and database;
   3. Loading software and database demographic information for all time study participants and management staff members as well as SSTS and FIATS program and activity codes and definitions;
   4. Performing system testing on data;
   5. Supporting user acceptance testing of the system by DHR; and
   6. Providing DHR staff training.

### 3.6 Transition-Out

* + - 1. The Contractor shall provide a complete download of all of the Department’s RMTS data within **sixty (60)** calendar days of the Contract’s expiration. This data shall be in **Microsoft Excel** (minimum Office 2003 or 2007 edition) and/or a format requested by DHR staff or the incoming vendor (such as in DTS / ODBC / Microsoft Access).
      2. At least **sixty (60)** calendar days prior to the expiration of the Contract, the Contractor shall submit a detailed plan outlining the steps necessary to transition to a new Contractor. The plan shall include the processes for transitioning services including data capture and storage, dispositioning historical data and images as directed by the State Project Manager, and providing guidance and oversight for testing the new environment, as applicable, to assure the Department’s needs are met by the incoming vendor.
      3. The Department will not pay the Contractor separately for Transition-Out activities.

### 3.7 Post-Award Orientation Conference

Within one week after BPW approval, the State Project Manager, the Contractor’s Project Manager, and any other State or Contractor staff deemed appropriate shall attend a Post-Award Orientation Conference. The purpose of the Post-Award Orientation Conference is to discuss service delivery, invoice processing, monitoring, other Contract terms and conditions, and the NTP. The date, time and location of the Post-Award Orientation Conference will be indicated to the successful Contractor upon notification of award.

### 3.8 Deliverables

**3.8.1 Deliverables Submission**

A. For the following deliverables **(refer to Section 3.8.4)**; the Contractor shall request that the State Project Manager confirm receipt of that deliverable by sending an Agency Receipt of Deliverable Form (**Attachment L**) for the following deliverables:

1. Integrated Project Schedule (3.8.4.1)
2. System Procedures Manual (3.8.4.3)
3. Training Plan (3.8.4.5)
4. Business Continuity Plan and Disaster Recovery Plans (3.8.4.8)
5. Security Protection Procedures (3.8.4.11)
6. Security Process Document (3.8.4.41)
7. Incident & Problem Escalation Procedure (3.8.4.42)
8. Transition-In Plan (3.8.4.44)

The State Project Manager will acknowledge receipt of the deliverable via email using the provided form.

B. For the above-referenced deliverables, the Contractor shall submit by email an Agency Deliverable Acceptance Form (DAF), provided as Attachment I, to the State Project Manager in MS Word (2007 or greater).

* 1. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, versions 2007 or later. At its discretion, the State Project Manager may request one hard copy of any written deliverable.
  2. A standard deliverable review cycle will be elaborated and agreed-upon between the State Project Manager and the Contractor. This review process is entered into when the Contractor completes a deliverable.
  3. For any written deliverable, the State Project Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 3.8.3** Drafts of each final deliverable, except status reports, are required at least **two (2)** 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 3.8.3**.

**3.8.2** **Deliverables 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 3.8.4** Deliverable Descriptions/Acceptance Criteria.
    2. The State Project Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The State Project Manager is responsible for coordinating comments and input from various team members and stakeholders. The State Project Manager is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.
    3. The State Project Manager will issue to the Contractor a notice of acceptance or rejection of the deliverable in the DAF (**Attachment I**). Following the return of the DAF indicating “Accepted” and signed by the State Project Manager, the Contractor shall submit a proper invoice in accordance with the procedures in **Section 2.25**. The invoice shall be accompanied by a copy of the executed DAF or payment may be withheld.
    4. In the event of rejection, the State Project Manager 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.
    5. Subsequent reviews for a deliverable containing deficiencies will be limited to the original deficiencies and the portions of the deliverable that were dependent on the deficiencies.

**3.8.3 Minimum Deliverable Quality**

The Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State. Each deliverable shall meet the following minimum acceptance criteria:

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.

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.

**3.8.4 Deliverable Descriptions / Acceptance Criteria**

The Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Ref #** | **RFP Ref. Section** | **Deliverable Name** | **Deliverable Description/ Acceptance Criteria** | **Deliverable Frequency** |
| 3.8.4.1 |  | Integrated Project Schedule | A schedule, in Microsoft Word format, that describes tasks, task estimates, resource assignments, and dependencies for both Agency and Contractor personnel, with tasks no less than 8 hours and no greater than 80 hours. | Initial Delivery: NTP + 30 Calendar Days  Updated Weekly |
| 3.8.4.2 | 3.4.A and B | RMTS System | A RMTS system that generates statistically valid random samples that conform to the confidence level, precision, and sample size requirements in the Department’s PACAP. | Due NTP +30 Calendar Days |
| 3.8.4.3 | 3.4.B.7 | System Procedures Manual | A manual, in MS Word, that assists CARM staff and Department Management with using the RMTS system. | Due NTP +15 Calendar Days  Updated Annually |
| 3.8.4.4 | 3.4.B.8 | Time Study Instructions | Instructions, in MS Word and/or online, assisting participants with using the RMTS system | Due NTP + 15 Calendar Days  Updated As Needed |
| 3.8.4.5 | 3.4.D | Training Plan | This plan, in MS Word shall outline the Contractor’s approach to initial RMTS system training to Department Administrators and LDSSs. | Due NTP + 30 Calendar Days |
| 3.8.4.6 | 3.4.D | Annual Training | The Contractor shall provide annual web-based training to all time study participants. The Annual Training, in a format mutually agreed upon, shall at a minimum cover:   * Access to survey * Completion of survey. | Due Annually |
| 3.8.4.7 | 3.4.D | New-Hire Training | The Contractor shall provide Online Training for all new workers. The New-Hire Training, in a format mutually agreed upon, shall at a minimum cover:   * Access to survey * Completion of survey | Due Quarterly As needed |
| 3.8.4.8 | 3.4.E.4 | Business Continuity Plan and Disaster Recovery Plans | These two plans, in MS Word, shall outline the Contractor’s approach to continuity of operation and maintenance of RMTS and preservation of data in the event of a major disruption or normal operations. | Initial Plan due NTP + 60 Calendar Days. Final Plan due NTP +120 Calendar Days |
| 3.8.4.9 |  | Implementation and Go Live of Web-based System | The date the RMTS system shall be functional and operational | Due within NTP + 60 Calendar Days |
| 3.8.4.10 | 3.4.A.1 | Web-based System Maintenance and Support | The Contractor shall provide on-going support for the system 8:00 a.m. to 6:00 p.m. EST on Monday to Friday excluding State closure days | Daily |
| 3.8.4.11 | 3.4.E.2.d | Security Protection Procedures | The Security Protection Procedures document, in MS Word, shall provide appropriate procedures to protect information from unauthorized access. | Due NTP + 15 Calendar Days  Updated As needed |
| 3.8.4.12 |  | \*Ad Hoc Reports | A requested report that is outside of the regular reports. | Due as requested |
| 3.8.4.13 |  | \*Response Count Report | This report is used by FIA and SSA to determine the activity, basis and the response count results for any time period requested by the user within the quarter. | Due quarterly by the 5th day of the month |
| 3.8.4.14 |  | \*RMTS Time Study Report Card / Status Report | This report, used by FIA and SSA, and lists each LDSS location’s percentage of the following categories: Response Rates, on time responses, invalid code usage, and annual training rate. This report is used to determine if training is needed as well as monitor quality assurance and quality control standards within the program. This report will be distributed to all management level staff at each location by the time study administrator. | Due quarterly by the 5th day of the month |
| 3.8.4.15 |  | \*Activity Summary Report | Used by FIA and SSA, this report lists all activity codes and their definitions. The report also provides the number of responses chosen by workers for each activity, as well as the percentages for any time period requested by the user within the quarter. | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.16 |  | \*Allocations Report | This report is used by FIA and shows how costs are to be allocated. Results are listed by basis codes, program and percentages. | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.17 |  | \*Basis Summary Report | Used by FIA, this report lists a summary of the cost basis codes and counts the number of responses chosen for each code. | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.18 |  | \*Calendars Report | This report, used by FIA and SSA, shows a list of employees with special calendar adjustments. | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.19 |  | \*Combinations Reports | Used by FIA, this report shows all program codes and the various activity code combinations that are eligible to be matched together, along with the associated allocation basis codes. | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.20 |  | \*Sample Control Reports | Used by FIA and SSA, this report lists all quarterly sample workers with all the sampling information for the worker, such as day & time sampled, and their completed sample response information, along with their contact information, such as name, phone no. etc. | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.21 |  | \*Sample count by Location Reports | This report lists County work Locations, the total number of samples issued per County to date, and a count of unanswered samples without responses to date. | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.22 |  | \*Name & Address Issues Report | Used by FIA and SSA, this report lists workers', supervisors', and managers' names, phone no. and email address issues. This list helps management ensures all email addresses are valid. | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.23 |  | \*Participants Report | Used by FIA and SSA, this report lists all Time Study participants, and their contact information such as work location, email address, etc. | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.24 |  | \*Programs | A list of program code numbers and their descriptions used by FIA. | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.25 |  | \*Response count Summary Report | Year to date, month to date report of responses received by program codes. This report is used to determine both the activity and program count and percentage of the responses for any time period requested by the user within the quarter. Used by FIA and SSA | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.26 |  | \*Response count by Employee | This report, used by FIA and SSA, provides a breakdown of responses by Employee, program, activity and number of responses. This report is used to determine both the program and activity code chosen by each worker for any time period requested by the user within the quarter. | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.27 |  | \*Response needed List Report | Report by sample I.D. #, worker name, work location, phone no. date and time of sample. This report is used to determine which workers are 48+ hours behind on answering their sample notifications. This report is used by FIA. | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.28 |  | \*Response Count by Activity | Used by FIA and SSA, this report breaks down responses by program activity, basis and number of responses. This report is used to determine the activity response count results chosen by the workers for any time period requested by the user within the quarter. | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.29 |  | \*Sample Distributions Report | This report is used to determine number of samples generated as well as the percentage count for workers. The results are listed by Assistant District Manager which allows a quicker result to determine these figures by listed Manager. This report is used by FIA | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.30 |  | \*Program Summary Report | Used by FIA to report responses by program, response count, and percentage. This report provides the number of responses for each program as well as the percentage for any time period requested by the user within the quarter. | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.31 |  | \*Training completion Report | Used by FIA and SSA, this report is used to determine which employees have not completed training, those that attempted the training but never completed the training with the attempted start date, and those that have successfully completed the training. Both employee names and email addresses are indicated for each result. | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.32 |  | \*Response Count 2 Report | This report is used by SSA to determine the activity code allocation totals for the quarter for any time period requested by the user within the quarter. | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.33 |  | \*Response Rate by Location / County Report | This report is used by SSA to determine response rates by location, employee, total samples, and responses (timely, late, missing and no response), within the sample quarter. This report is used to monitor quality assurance and quality control metrics within the program. | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.34 |  | \*Completion Rate Report | This report is used to determine the actual total count and percentage of completed samples by workers for any time period requested by the user within the quarter. This report is used by management to help determine allocation metrics. | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.35 |  | \*Manager Information Report | This report, used by FIA and SSA, contains a complete listing of managers of time study participants. Management uses this report to follow-up on outstanding responses. | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.36 |  | \*Response Summary Report | This report is used to determine cumulative responses by program and activity codes for percentage of responses within the fiscal period or sample quarter. This report is used to monitor quality assurance and quality control metrics within the program. This report is used by SSA. | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.37 |  | \*Response Distribution by Time Report | This report is used to determine both the timing and lateness of responses by each worker for any time period requested by the user within the quarter. | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.38 |  | \*Response Rates by Location Report | This report is used to determine response rates by employee, total samples, and responses (late, missing and no response) within the sample quarter. This report is used by FIA and SSA. | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.39 |  | \*Supervisor Information Report | This report is the listing for supervisors of time study participants. Management uses this report to follow-up on outstanding responses. This report is used by FIA and SSA | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.40 |  | \*Tabulated Results Report | Used by FIA, this report is used to determine the allocation metrics by program and activity counts and percentage for each quarter. | Due quarterly by the 5th day of the month and Ad hoc |
| 3.8.4.41 | 3.4.E.2.d | Security Process Document | This Security Process document, in MS Word, shall state how the Contractor will prevent breaches in security of the RMTS system. The Plan shall specifically address in detail as described in Section 3.4.E.2.d | Initial Plan due NTP + 15 Calendar days. Final Plan due within NTP+30 |
| 3.8.4.42 | 3.4.E.5 | Incident & Problem Escalation Procedure | This Incident & Problem Escalation Procedure document, in MS Word, shall state how the Contractor will address problems and situations as they occur during the performance of the Contract. The Procedure shall specifically address in detail as described in Section 3.4.E.5. | Initial Plan due NTP + 10 Business and 10 business days after the start of each Contract year and/ or change in circumstance which changes the Procedure. |
| 3.8.4.43 | 3.5 | *Transition-In* Plan | The Transition-In Plan, in MS Word, shall describe the activities and describe the Contractor’s strategy to successfully accomplish a seamless transition between incumbent Contractor’s team and its team. Plan shall specifically address in detail as described in section 3.5 | Initial Plan due with the Proposal. Final Plan due within 15 days after award. |
| 3.8.4.44 | 3.6 | *Transition-Out* Plan | The Transition-Out Plan, in MS Word, shall describe the steps necessary to transition to a new Contractor. The plan shall specifically address in detail as described in Section 3.6. | Due 60 days prior to the end of the Contract. |

**\*Indicates a Report**

## SECTION IV. REQUIREMENTS FOR PROPOSAL PREPARATION

### 4.1 Two Volume Submission

The selection procedure for this procurement requires that the technical evaluation and ranking of the Proposals be completed before the Financial Proposals are distributed to the Evaluation Committee. Consequently, each Proposal shall be submitted simultaneously as **two (2)** separate enclosures as indicated in **Sections 4.2** (Volume I – Technical Proposal) and 4.3 (Volume II – Financial Proposal).

An original, to be so identified, and **five** (**5)** copies of both the Technical and Financial Proposal shall be received by the Procurement Officer by **3:00 p.m. on April 30, 2014** in order to be considered.

**The envelope of each Proposal shall be labeled as follows:**

* NAME OF OFFEROR
* SEALED PROPOSAL – **Department of Human Resources**

**ANNUAL OPERATION AND HOSTING OF RANDOM MOMENT SAMPLE SOFTWARE FOR MARYLAND DHR**

* Agency Control Number: **OBF/CARM/14-001 S**
* PROPOSAL DUE DATE & TIME: **April 30, 2014 at 3:00 P.M. EST**
* PROCUREMENT OFFICER: **Roland Knox**
* ROOM #: **946**

### 4.2 Volume 1 - Technical

The Technical volume shall be prepared in a clear and precise manner. It shall address all appropriate points of this RFP except the price information and all pages shall be consecutively numbered. This volume shall contain the following sections:

1. **Transmittal Letter**

A Transmittal Letter prepared on the Offeror's business stationery shall accompany the Proposal. The purpose of this letter is to transmit the Proposal; therefore, it should be brief. The letter shall contain the title of the solicitation, the Offeror’s complete legal name as registered with the State Department of Assessments & Taxation, federal tax identification or social security number, address, telephone number, fax number and e-mail address. If the Offeror has registered with *eMM*, provide the *eMM* registration number. The letter shall be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the Proposal. The letter shall also acknowledge any addenda to the RFP that were received.

**An Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted as an attachment to the transmittal letter. A Proposal that takes exception to these terms may be rejected.**

1. **Table of Contents**

**All pages shall be numbered and Section headings provided for each subject listed below.**

1. **Understanding the Problem (see C below)**
2. **Qualifications (see D below)**
3. **Proposed Service (see E below for formatting)**
4. **References (see F below)**
5. **Other State of Maryland Contracts (see G below)**
6. **Financial Responsibility & Stability (see H below)**
7. **Economic Benefits to the State of Maryland (see I below)**
8. **Additional Information (if applicable – see J below)**
9. **Company Literature (if applicable – see K below)**
10. **Forms (that shall accompany the Proposal - see L below)**
11. **Understanding the Problem**

This section shall provide a detailed description of the Offeror’s understanding of the Objectives of this RFP.

1. **Qualifications**

**Company Qualifications**

A description of the Offeror’s qualifications shall clearly show in detail any related experience providing RMTS services, as well as the Offeror’s capabilities, ability to meet testing timelines and established timeframes, approach and solution to address the requirements outlined in **Section 3.3 Minimum Qualifications.**

**(Note: any professional licenses, certificates, etc. required of the Offeror should be included here.)**

1. **Proposed Service**  
   This section shall contain the Offeror's proposed Work Plan to achieve the Requirements of the RFP **(Section 3.4)**. The Offeror’s Work Plan shall describe in detail how the proposed services or product will satisfy the State requirements or conditions. Any special equipment requirements or approaches shall also be explained in this section. The Work Plan shall be prepared in the same sequence as, and also contain **Compliance with RFP Specifications Sections 3.4-3.7 as follows:**

**Section 3.4 Contractor Requirements**

Offerors shall describe in detail how the Offeror intends to fulfill all of the Requirements as follows:

1. RMTS System Requirements
2. Functional Requirements
3. Staffing Requirements, including resumes for proposed personnel
4. Training Requirements
5. Technical Requirements
   * + - 1. OTHS Technical Requirements
         2. Security Requirements
         3. System Troubleshooting
         4. Business Continuity and Disaster Recovery
         5. Incident &Problem Escalation Procedure

**Section 3.5 Transition-In**

Offerors shall submit their Transition–In plan with their Technical Proposal.

**Section 3.6 Transition-Out**

Offerors shall provide an approach for Transition–Out activities with their Technical Proposal.

**Section 3.7 Post-Award Orientation Conference**

Offerors must indicate their intention to attend the Post-Award Orientation Conference.

1. **References:**  
   The Offeror shall supply **three (3)** professional/business reference letters to support the Proposal. The reference letters shall be current, within **three (3)** years, and shall include the solicitation number, Offeror’s name, the reference source (including point of contact and telephone number), and speak to the Offeror’s qualifications, character, service provided, performance etc. The letters shall be sealed in separately enclosed envelopes for inclusion with the Offeror’s Proposal. The Department shall have the right to contact any reference of its choosing as part of the evaluation process, including references not provided by the Offeror but otherwise known to DHR. DHR will notify the Offeror of any references contacted who were not identified by the Offeror.

**NOTE:** References from DHR personnel are **not** acceptable.

1. **Other State of Maryland Contracts**

As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last **five (5) years**. For each identified contract the Offeror is to provide:

* The State contracting entity
* A brief description of the services/goods provided
* The dollar value of the contract
* The term of the contract
* The State employee contact person (name, title, telephone number and if possible e-mail address)
* 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 considered as part of the experience and past performance evaluation criteria of the RFP.

1. **Financial Responsibility and Stability**

This section shall contain information to show that the Offeror has the capacity in all respects to perform fully the Contract requirements and the fiscal integrity and reliability to assure good faith performance. Examples of information that may be used to demonstrate requisite responsibility and stability include one or more of the following:

1. Audited financial statements for the past **three (3)** years,
2. Dun and Bradstreet report and rating,
3. Line of Credit from a Financial Institution approved by the State

Treasurer, or

1. Evidence of no less than **six (6)** months of working capital.

**Note:** If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, 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 that the parent organization will guarantee the performance of the subsidiary.

In addition, the Offeror shall describe any docketed or adjudicated civil or criminal litigation that could have a financial impact on the organization.

All financial information that is not otherwise publicly available, received in response to this section will be maintained as confidential information releasable only to those evaluating the Technical Proposal. Other than the Procurement Officer, persons who will be given access to this information for evaluation purposes will have signed a Confidentiality Statement.

1. **Economic Benefit to the State of Maryland**

**DO NOT INCLUDE ANY DETAIL OF THE FINANCIAL PROPOSAL WITH THIS TECHNICAL INFORMATION. DO NOT INCLUDE ACTUAL DOLLAR AMOUNTS, USE PERCENTAGES ONLY.**

**Note: In providing the information required in this section, the Offeror should state its level of commitment per $100,000 of Contract value. In other words, for each $100,000 of Contract value, state how many Maryland jobs will be created, what Maryland tax revenue will be generated, how much will be paid to Maryland subcontractors, etc.**

Offerors shall submit with their proposals a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of any Contracts awarded as the result of this solicitation. Proposals will be evaluated to assess the benefit to Maryland’s economy specifically offered.

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.

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 State Project Manager 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.

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 this Contract.

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:

**•** 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.

**•** 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 contractor has committed, including contractual commitments at both prime and, if applicable, subcontract levels.

**•** 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.

**•** Subcontract dollars committed to Maryland small businesses and MBEs.

**•** 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.

1. **Additional Information**

This section, which is optional, should include any additional information the Offeror deems relevant to this procurement as well as any information that meets the satisfaction of the State’s objectives.

1. **Company Literature**  
   If company literature or other material is intended to respond to any RFP requirements, it shall be included in this section and the Offeror's responses in previous sections of the Proposal shall include reference to the documents by name and page citation. Proposals submitted without these references and citations will be considered complete without need to refer to documents in this section for the Offeror's responses to RFP requirements.
2. **Forms**

**Include one (1) original of each of the following forms in the original volume only:**

1. Bid/Proposal Affidavit **(Attachment B)**
2. Certification Regarding Lobbying **(Attachment F)**

3. Living Wage: Affidavit of Agreement **(Attachment G)**

### 4.3 Volume II - Financial

This volume shall contain all price information for all services and products proposed. When determining prices, consider the appropriate Living Wage Requirements, if applicable. This volume shall contain the following section:

Pricing Proposal – **Attachment A**

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# SECTION V. – EVALUATION COMMITTEE, EVALUATION CRITERIA, AND SELECTION PROCEDURE

### 5.1 Evaluation Committee

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

### 5.2 Technical Proposal Evaluation Criteria

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

5.2.1 Offeror’s Technical Response to RFP Requirements and Work Plan **(See RFP § 4.2.E)**

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

5.2.2 Experience and Qualifications of Proposed Staff (See RFP § 3.4.E)

5.2.3 Economic Benefit to State of Maryland (See RFP § 4.2.I)

### 5.3 Financial Proposal Evaluation Criteria

All Qualified Offerors **(see Section 5.5.2.3)** will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Evaluated Price within the stated guidelines set forth in this RFP and as submitted on **Attachment A** – Pricing Proposal Form.

### 5.4 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. Therefore, **COMAR 21.05.01.04** requires that procuring units apply a reciprocal preference under the following conditions:

* The most advantageous offer is from a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state.
* The other state gives a preference to its resident businesses through law, policy, or practice; and
* 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.

### 5.5 Selection Procedures

**5.5.1 General**

The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at **COMAR 21.05.03**. The Competitive Sealed Proposals 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.

In either case (i.e., with or without discussions), the State may determine an Offeror to be not responsible and/or an 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. If the State finds an Offeror to be not responsible and/or an Offeror’s Technical Proposal to be not reasonably susceptible of being selected for award, that Offeror’s Financial Proposal will be returned if the Financial Proposal is unopened at the time of the determination.

**5.5.2 Selection Process Sequence**

5.5.2.1 The Department will determine whether Offerors meet the minimum qualifications listed in **Section 3.3** of this RFP.

5.5.2.2 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.

5.5.2.3 Offerors shall 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.

5.5.2.4 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.

5.5.2.5 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.

**5.5.3 Award Determination**

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

### 5.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed, signed if applicable with original signatures, and submitted by the recommended awardee within **ten (10)** Business Days, unless noted otherwise. Submit **two (2)** copies of each of the following documents:

* 1. Contract (**Attachment D**),
  2. Contract Affidavit (**Attachment C**),
  3. DHR Hiring Agreement, (**Attachment H)**, **see Section 2.41**, and
  4. Copy of a current Certificate of Insurance with the prescribed limits set forth in **Section 2.35** “Insurance Requirements,” listing the State as an additional insured, if applicable; **\*see Section 2.35.**

## SECTION VI. APPENDICES

### Attachment A- Pricing Proposal

(complete and submit with Financial Proposal)

### Attachment B - Bid Proposal Affidavit

(complete and submit with Technical Proposal)

### Attachment C - Contract Affidavit

(shall be submitted within **ten** **(10)** working days after notification of apparent award and each renewal thereafter)

### Attachment D - Services Contract –Sample

(shall be submitted within **ten (10)** working days after notification of apparent award)

### Attachment E - Electronic Funds Transfer

(form COT/GAD X-10) (mandatory for all Contracts expected to exceed $200,000 - includes base + options years – if a new registrant submit to the Comptroller’s Office upon notification of selection for award)

### Attachment F - Certification Regarding Lobbying

(complete and submit with Technical Proposal)

### Attachment G - Living Wage Requirements for Service Contracts and Affidavit of Agreement

(complete and submit with Technical Proposal)

### Attachment H - Hiring Agreement

(submitted within **ten (10)** working days after notification of apparent award if applicable)

### Attachment I - Deliverable Acceptance Form

### Attachment J - Notice to Proceed

### Attachment K - Conflict of Interest Affidavit

### Attachment L – Agency Receipt of Deliverables Form