



Department of Human Resources



Maryland's Human Services Agency

REQUEST FOR PROPOSALS (RFP)

Solicitation No.: OS/CSC-15-001-S

Issue Date: July 30, 2014

Customer Service Center (CSC) Services

NOTICE

A Prospective Offeror that has received this document from the Department of Human Resources website www.dhr.maryland.gov or eMaryland Marketplace <https://emaryland.buyspeed.com/bsa>, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide the Prospective Offeror's name and mailing address so that addenda to the RFP or other communications can be sent to the Prospective Offeror.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

NOTICE TO VENDORS

Maryland Wants to Do Business with You

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer, Yvonne Barr at yvonne.barr@maryland.gov or fax (410) 333-0258.

Please let us know why you are not bidding. (Check all that apply).

- We do not offer the services/commodities requested.
- Busy with other commitments.
- Specifications are unclear or too restrictive.
- Timetable is unworkable.
- Bonding/Insurance requirements are prohibitive.
- Our experience with State of Maryland has not been satisfactory.
- Other (Please specify)

Additional Comments: _____

Please add suggestions for improvement here: _____

Name of commenter and Business (optional): _____

Bid/Proposal Number: OS/CSC-15-001-S, Entitled: Customer Service Center (CSC) RFP

Your comments will help us improve the procurement process.
Thank You.

STATE OF MARYLAND
DEPARTMENT OF HUMAN RESOURCES

RFP KEY INFORMATION SUMMARY SHEET

Request for Proposals:	CUSTOMER SERVICE CENTER
Solicitation Number:	OS/CSC-15-001-S
RFP Issue Date:	July 30, 2014
RFP Issuing Office:	Office of the Secretary
Procurement Officer:	Yvonne Barr Procurement Division Department of Human Resources 311 W. Saratoga Street, Room 946 Baltimore, Maryland 21201-3500 Office Phone: 410-767-7256 Fax Phone: 410-333-0258 E-mail: yvonne.barr@maryland.gov
Proposal(s) are to be sent to:	Yvonne Barr, Procurement Officer Procurement Division Same address as above
Pre-Proposal Conference:	August 11, 2014, 10:00 am Local Time 311 W. Saratoga Street, Room 104 Baltimore, Maryland 21201
Proposal Closing Date and Time:	September 15, 2015, 3:00 pm Local Time
MBE Subcontracting Goal	10%
VSBE Subcontracting Goal	0.5%

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Maryland State Department of Human Resources (DHR or Department) intends to acquire contractual services from a single Contractor to implement, operate and manage a Customer Service Center (CSC) for inbound and outbound communications of the Department.
- 1.1.2 CSC services include live operator and Interactive Voice Response (IVR) services, and receiving and responding to inquiries via telephone, fax, electronic mail and U.S. mail. Additionally, a tracking and reporting system is required that provides a report of the types and number of Customer contacts received and resolved on behalf of the Department. CSC services will be utilized by **all** DHR Administrations Statewide, including the Local Departments of Social Services (LDSS) and Child Support offices located in all 24 jurisdictions in Maryland.
- 1.1.3 The anticipated duration of services to be provided under this Contract is five (5) years and six (6) months, of which six (6) months constitutes a Transition-In period (**See Section 1.4**).
- 1.1.4 Offerors, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation; and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

1.2 Glossary

1.2.1 Abbreviations and Definitions

Section 1: Table 1 - For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

#	Abbreviations	Definitions
1	Abandoned Call	A call which has been offered to a communication network or telephone system, but is terminated by the originator of the call before it is answered either electronically or by a live person.
2	Administrations	The collective administrations within DHR to include Child Support Enforcement Administration (CSEA), Family Investment Administration (FIA), Social Services Administration (SSA), and Constituent Services Offices

		(CSO).
3	Administrations Desk Reference Guides	Policies, procedures and processes for handling CSC inquiries specific to each Administration named in 1.2.1(2).
4	Auto Attendant	The voice heard in the Interactive Voice Response (IVR) System.
5	Automatic Call Distributor (ACD)	A specialized phone system designed to route incoming calls to all available Customer Service Representatives (CSRs) to evenly distribute calls.
6	Automatic Number Identification (ANI)	A feature of a telecommunications network for automatically determining the origination telephone number on toll calls for billing purposes.
7	Board of Public Works (BPW or Board)	Consists of the Governor, the State Treasurer and the State Comptroller. The Board must approve all State Contracts where the dollar amount is \$200,000.00 or greater. The Board's powers and duties are set forth in the State Constitution and in the Code of Maryland Regulations (COMAR) Title 21.
8	Business Day(s)	The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of "Normal Business Hours" below).
9	Call-back	A call-back occurs when the CSR cannot readily answer or provide the requested information while speaking with the Customer; therefore the CSR will arrange a call-back at a later date and time with the caller.
10	Call Control eXtensible Markup Language (CCXML)	Designed to provide telephony call control support for dialog systems, such as VoiceXML.
11	Call Management System	System for governing all aspects of CSC call management in the form of hardware, such as a PBX Telephone System attached to an Integrated Services for Digital Network (ISDN) line or a hosted software-based system including IVR, ACD, CRM, etc.
12	Case	A question or complaint initiated by a Customer requesting information, resolution, and/or follow-up that becomes a record established for each Customer receiving a DHR benefit.

13	Child Support Enforcement Administration (CSEA)	The Administration within the Department that administers the Child Support Program for the State.
14	Child Support Enforcement System (CSES)	A Statewide automated system used for tracking intrastate and interstate child support case processing and account information. CSES also generates data for federal reports.
15	Client Automated Resources Eligibility System (CARES)	The Statewide automated system that supports eligibility determination and financial assistance for Temporary Assistance for Needy Families, Food Stamps, Temporary Disability Assistance Program, and the Medical Assistance programs.
16	Client Database (CDB)	A DHR database that holds demographic information on Temporary Assistance for Needy Families, Food Stamps, Temporary Disability Assistance Program, Medical Assistance, and Child Support Enforcement.
17	Client Information System (CIS)	The Department's interactive database system that houses three (3) component systems: CDB, CARES, and CSES.
18	Code of Maryland Regulations (COMAR)	Code of Maryland Regulations available on-line at www.dsd.state.md.us . 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 of Human Resources' programs.
19	Contract	The agreement between the Department and the successful Offeror resulting from this Request for Proposals (RFP). The Contract will be in the form of Attachment A.
20	Contract Commencement	The date the Contract is signed by the Department following approval of the Contract by the Board of Public Works, if such approval is required.
21	Contractor	The selected Offeror that is awarded a Contract resulting from this RFP.
22	Correspondence	Inquiry received/response sent via postal mail, fax or email.
23	Customer	(1) A person with whom the State of Maryland does or has the potential to provide human services. (2) A caller/inquirer seeking assistance and/or information from DHR via the CSC.

24	Customer Relations Management (CRM) System	A system for managing interactions with current and future Customers internal and external to DHR. It involves using technology to organize, automate and synchronize customer service, and technical support.
25	Customer Service Center (CSC)	The DHR Customer Service Center.
26	Customer Service Center (CSC) System	Combination of all the systems pertaining to IVR, ACD, CRM and CSRs, etc. of the proposed CSC.
27	Customer Service Representative (CSR)	A CSC staff member responding to Customer service calls and Correspondence.
28	Day or Days	Means calendar day or days, unless clearly provided otherwise.
29	Department of Budget and Management (DBM)	Maryland State Department of Budget and Management The State's central Personnel agency and the principal procurement agency over the Department. DBM's major responsibilities also include budget development, supervision of budget execution, and revenue estimating.
30	Department of Human Resources (DHR or Department)	Maryland State Department of Human Resources. Maryland's fourth largest State agency, established to administer the State's public assistance, social services, child support, and community services programs.
31	Department of Information Technology (DoIT)	Maryland State Department of Information Technology The Maryland State Agency responsible for information technology matters across State government.
32	Dialed Number Identification Service (DNIS)	A service provided by telecommunications companies to its clients that let them determine which telephone number was dialed by a Customer.
33	DMZ	Demilitarized zone is a computer host or small network inserted as a "neutral zone" between a company's private network and the outside public network. It prevents outside Users from getting direct access to a server that has company data.
34	EBT (Electronic Benefits Transfer System)	The Department maintains a secure web based Electronic Benefits Transfer System (EBT) in order to implement its Temporary Cash Assistance (TCA) and Supplemental Nutritional Assistance Programs (SNAP) to DHR's Customers. Therefore, EBT is one of DHR's mission-critical systems. It serves as the gateway mechanism through which

		over 300,000 Maryland households access SNAP and over 40,000 access cash benefits.
35	eMaryland Marketplace (eMM)	The State of Maryland's internet-based procurement system is a business tool that provides an efficient means to improve vendor's access to State procurement information and bid opportunities.
36	Fax Verifications	Fax communications received by the Contractor requesting information which requires a response or Fulfillment.
37	Fulfillment	Receipt and response to requests for obtaining application forms, direct deposit and cash pay forms, payment summaries, informational brochures and any other forms requested by the Customer.
38	Fully Loaded Fixed Unit Price	Includes all profit, direct and indirect costs for the Contractor in the performance of the Contract. Indirect costs shall include all costs that would normally be considered general and administrative costs.
39	Go-Live Date	The date when the Contractor must begin providing all services required by this solicitation. As of the date of issue of this RFP the Go-Live Date is anticipated to be 8/1/2015 (See Section 1.4.3).
40	Grand Total Proposal Price	The Offeror's grand total proposed price for services in response to this solicitation, included in the Financial Proposal with Attachment F – Financial Proposal, and used in the financial evaluation of Proposals.
41	Hot Calls	Calls transferred to the local LDSS, Child Support or Constituent Services Offices based upon criteria as defined by the Administrations Desk Reference Guides.
42	Inbound Calls	All calls received from Customers who call the CSC contact number.
43	Interactive Voice Response System (IVR / IVRS)	A system that allows Customers to call into an automated account inquiry process that provides information based on responses to prompts. The IVR shall be bilingual, English and Spanish.
44	Intergovernmental Child Support Case	Any Case in which the non-custodial parent resides in a different state than the children for whom a duty of support is

		owed.
45	Intrastate Child Support Case	Any Case in which the non-custodial parent, and the children for whom a duty of support is owed reside in the same state.
46	Key Personnel	Staff that is considered essential to the CSC as listed in Section 3.8.2 , as well as staff identified in the Contractor's Technical Proposal and incorporated into the Contract by reference.
47	Local Department of Social Services (LDSS)	The Department administers social services programs in Maryland through the LDSS in the 24 local jurisdictions (i.e. Counties), including Baltimore City and the Montgomery County Department of Health and Human Services.
48	Local Time	Time in the Eastern Time Zone, as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
49	Megabits per Second (Mbps)	A measure of data transfer speed (a megabit is equal to one million bits). Network transmissions, for example, are generally measured in Mbps.
50	Minority Business Enterprise (MBE)	Any legal entity certified as defined in COMAR 21.01.02.01B (54) by the Maryland Department of Transportation (MDOT) under COMAR 21.11.03.
51	National Institute of Standards and Technology (NIST)	A non-regulatory federal agency within the U.S. Department of Commerce. NIST's mission is to promote U.S. innovation and industrial competitiveness by advancing measurement science, standards, and technology in ways that enhance economic security and improve our quality of life.
52	Normal Business Hours	Normal Business Hours are 8:00 a.m. – 5:00 p.m. Monday through Friday, except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
53	Notice to Proceed (NTP)	A letter from the State Project Manager to the Contractor stating the date the Contractor can begin work subject to the conditions of the Contract. After Contract Commencement (See Section 1.4.1), additional NTPs may be issued by the State Project Manager regarding the start date for any service included within this RFP with a delayed, or non-specified implementation date, or if the Department decides to exercise any optional services identified in this RFP.

54	Offeror/Vendor	An entity that submits a Proposal in response to this RFP.
55	Office of Technology for Human Services (OTHS)	The unit within the Department that is responsible for the design, development, implementation, enhancements and ongoing maintenance and support of computer systems and applications used by the Department to administer family and child welfare programs.
56	Operator Assisted Call	Any call received that requires a live Customer Service Representative and is not abandoned or transferred to the CSC Voice Mail or the IVR.
57	Outbound Calls	All calls originated by CSRs to Customers at the direction of the Department.
58	Post Office Protocol (POP)	Modern e-mail clients and servers support POP3, and it along with Internet Message Access Protocol (IMAP) are the two most prevalent Internet standard protocols for e-mail retrieval.
59	Procurement Officer	Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (Attachment A), including being the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
60	Proposal	As appropriate, either or both of an Offeror's Technical or Financial Proposal.
61	Redundant Array of Independent Disks (RAID-5)	RAID is a way of storing the same data in different places (thus, redundantly) on multiple hard disks. RAID-5 is a type of non-redundant array that includes a rotating parity array.
62	Request for Proposals (RFP)	The written solicitation, whether attached or incorporated by reference, for soliciting Proposals from Offerors for CSC services pursuant to State procurement statutes and regulations. COMAR 21.01.02.01B (75).
63	Resource	A stock of assets and personnel that can be drawn on in order to function effectively.
64	Script	1. IVRS Script: Pre-defined written words and sentences or standard messages recorded into the IVRS to be

		<p>delivered as interactive questions and answers built as an Auto Attendant to guide Customers on the phone.</p> <ol style="list-style-type: none"> 2. Call Script: A dialog scenario to be used in a telephone interaction situation. It is written words or standard messages to be delivered to a Customer on the phone by a CSR. When used properly Scripts can help CSRs be more fluid during their interactions with Customers. 3. Other Voice Script: A scripted voice recording specific to an Administration to be used as an announcement or generic information that the CSR can turn on when a Customer is put on hold.
65	Security Monitor(s)	Contractor staff responsible for all aspects of information security including validating and completing all DHR security access request forms and acting as a point of contact for OTHS.
66	Service Access Information Link (SAIL)	SAIL is a web-based screening and application tool that allows Maryland Customers who are applicants to begin the process for benefits. (See Attachment P and Q (FIA)).
67	Service Outage	A failure of any service, system, and/or component provided by the Contractor as outlined within this solicitation.
68	Speech Synthesis Markup Language (SSML)	An XML-based markup language for speech synthesis applications. SSML is often embedded in VoiceXML Scripts to drive interactive telephony systems.
69	State/Statewide	The State of Maryland.
70	State Disbursement Unit (SDU)	The centralized child support payment processing unit within CSEA that allows for same Business Day processing of incoming payments and transmission of processed payment information to the statewide CSES. The SDU also performs bank reconciliation, transaction processing, electronic depository application processing, electronic payment marketing, non-sufficient fund check processing, and collection of State-owed debt functions.
71	State Fiscal Year (SFY)	Maryland's State Fiscal Year begins on July 1 each year and ends on June 30 of the following year.

72	State Project Manager	The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope.
73	T1	A dedicated phone connection supporting data rates of 1.544Mbits per second. A T-1 line actually consists of 24 individual channels, each of which supports 64Kbits per second. Each 64Kbit/second channel can be configured to carry voice or data traffic.
74	Task Order	A non-routine, special work assignment to be accomplished or undertaken upon written request of the State Project Manager.
75	Telecommunications Device for the Deaf/Teletype (TDD/TTY)	An electronic device for text communication via a telephone line, used when one or more of the parties have hearing or speech difficulties.
76	User	Any DHR employee, Contractor and/or community based entity that accesses any DHR system (owned or outsourced which includes the CSC system).
77	Veteran-owned Small Business Enterprise (VSBE)	A business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See COMAR 21.11.13.
78	VoiceXML	A digital document standard for specifying interactive media and voice dialogs between humans and computers. It is used for developing audio and voice response applications, such as banking systems and automated Customer service portals that are developed and deployed in an analogous manner to the interaction between web browsers, which render Hypertext Markup Language (HTML) in visual applications, and the servers that deliver them. VoiceXML documents are interpreted by a voice browser.
79	Work Order (WO)	Electronic messages created in the CRM to log and track DHR Customer activities. All calls CSRs receive must be documented. In the event that the Customer inquiry needs additional processing or action, a WO is generated.

80	Working Day(s)	Same as Business Day(s).
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1.3 Contract Type

The Contract that results from this RFP shall be a combination of three (3) types, as follows:

- 1.3.1 The primary Contract type will be an Indefinite Quantity Contract with Fixed Unit Prices (See COMAR 21.06.03.06(A) (2) and 21.06.03.02).
- 1.3.2 The Transition-In services, as described in RFP Section 3.13, will be based upon a Firm Fixed Price (See COMAR 21.06.03.02(A) (1)).
- 1.3.3 Task Order Requests, as described in RFP Section 3.10, will be based upon Labor Hours, not-to-exceed \$500,000 over the duration of the Contract (See COMAR 21.06.03.05 (1)).

1.4 Contract Duration

- 1.4.1 The Contract that results from this solicitation shall commence as of the date the Contract is signed by the Department, following any required approvals of the Contract, including approval by the BPW(Contract Commencement).
- 1.4.2 The period of time from the date of Contract Commencement through the Go-Live Date (**See Section 1.2.39 and Section 1.4.3**) will be the Contract “Transition-In” period. During the Transition-In period the Contractor shall perform transition activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the Go Live Date. Compensation will be paid to the Contractor for any Transition-In activities it performs between the date of Contract Commencement and the Go-Live Date (per the price entered on page 1 of Attachment F). It is anticipated that the Transition-In period will be at least six (6) months in duration.
- 1.4.3 The Contractor shall begin performing all activities required by the Contract, including the requirements of the solicitation, and the offerings in its Technical Proposal, for the compensation described in its Financial Proposal, as of the Go-Live Date contained in a NTP issued by the State Project Manager.
- 1.4.4 The duration of the Contract will be for the period of time from Contract Commencement to the Go-Live Date (the 6-month Transition-In period as described in Section 1.4.2) plus five (5) years from the Go-Live Date for the provision of all services required by the Contract and the requirements of this solicitation.
- 1.4.5 The Contractor’s obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (**See Attachment A**) shall survive expiration

or termination of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer

The sole point of contact in the State for purposes of this solicitation prior to the award of any Contract is the Procurement Officer at the address listed below:

Yvonne Barr, Procurement Officer

Department of Human Resources
311 West Saratoga Street, Room 946
Baltimore, Maryland 21201-3521
Phone: (410)-767-7256
Fax: (410) 333-0258
E-Mail: yvonne.barr@maryland.gov

The Department may change the Procurement Officer at any time by written notice.

1.6 State Project Manager

The State Project Manager is:

Crystal Weaver, Assistant Director

Constituent Services Offices
Department of Human Resources
311 West Saratoga Street, Room 247
Baltimore, Maryland 21201
Office: (410) 767-4502
Fax: (410) 333-3331
E-mail: crystal.weaver@maryland.gov

The Department has delegated responsibility for the management of this Contract to the individual named above. The State Project Manager has the authority to order the Contractor to take specific actions that the Department deems appropriate that are consistent with the terms of the Contract. The Department may change the State Project Manager at any time by written notice.

The State Project Manager, at his/her discretion, may identify a designee to utilize such authority as described above. Anytime the State Project Manager is listed throughout the RFP, such identification shall be construed to include a designee, who shall be identified in writing to the Contractor by the State Project Manager. Such written identification will typically occur via email. In particular, a designee will be identified for instances when the Contractor must provide notice of incident other than during Normal Business Hours.

1.7 Pre-Proposal Conference

A Pre-Proposal Conference will be held on August 11, 2014 beginning at 10:00 a.m. Local Time at the Department of Human Resources, 311 West Saratoga Street, and Room #104, Baltimore, Maryland 21201. All prospective Offerors are encouraged to attend in order to facilitate better preparation of their Proposals.

The Conference will be transcribed. As promptly as is feasible subsequent to the Conference, a transcript of the Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP. This transcript, as well as the questions and answers, will also be posted on *eMaryland Marketplace* (See Section 1.8).

In order to assure adequate seating and other accommodations at the Conference, please email, mail or fax to (410) 333-0258 the **Pre-Proposal Conference Response Form** to the attention of the Procurement Officer no later than 4:00 p.m. Local Time on August 7, 2014. The **Pre-Proposal Conference Response Form** is included as **Attachment E** to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Officer no later than August 7, 2014. The Department will make a reasonable effort to provide such special accommodations.

1.8 eMaryland Marketplace

Each Offeror is requested to indicate its *eMaryland Marketplace* (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Proposal submission to this RFP.

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHR website (www.dhr.maryland.gov) and other means for transmitting the RFP and associated materials, the transcript of the Pre-Proposal Conference, Offeror's questions and the Procurement Officer's responses, addenda and other solicitation information will be provided via eMM.

In order to receive a Contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bsol/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

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

1.9 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer (See Section 1.5) prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail

address: yvonne.barr@maryland.gov. Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer in a timely manner prior to the Proposal due date. Questions are requested to be submitted at least five (5) Days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date. Time permitting, 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 vendors that are known to have received a copy of the RFP in sufficient time for the answer to be taken into consideration in the Proposal. In addition, DHR may post Questions and answers on *eMaryland Marketplace*.

1.10 Procurement Method

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

1.11 Proposals Due (Closing) Date and Time

Proposals, in the number and form set forth in Section 4.2 “Proposals” must be received by the Procurement Officer at the address listed on the Key Information Summary Sheet, no later than **3:00 pm Local Time on September 15, 2014** in order to be considered.

Requests for extension of this time or date will not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02 F and 21.05.02.10, Proposals received after the due date and time listed in this section will not be considered.

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

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

Vendors not responding to this solicitation are requested to submit the “**Notice to Vendors**” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements, etc.). This form is located in the RFP immediately following the Title Page (page ii).

1.12 Multiple or Alternate Proposals

Multiple and/or alternate Proposals will not be accepted.

1.13 Economy of Preparation

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

1.14 Public Information Act Notice

An Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., State Government Article, Title 10, and Subtitle 6. **(Also, See Section 4.4.2.2 Claim of Confidentiality)**. This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

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

1.15 Award Basis

The Contract shall be awarded to the responsible Offeror submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP Section 5 for further information.

1.16 Oral Presentation

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

1.17 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for 120 Days following the closing date for receipt of Proposals. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.18 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for receipt of Proposals, the Department shall endeavor to provide addenda to all prospective Offerors that were sent this RFP or which are otherwise known by the Procurement Officer to have obtained this RFP. In addition, addenda to the RFP will be posted on the Department's procurement web page and through eMM. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal. Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum.

1.19 Cancellations

The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, to waive or permit the cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

1.20 Incurred Expenses

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

1.21 Protest/Disputes

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

1.22 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the Proposal must be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the

established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this RFP (**See Section 1.33 Minority Business Enterprise Goals and Section 1.41 Veteran-Owned Small Business Enterprise Goals**).

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, including but not limited to references, minimum qualifications, 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.

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 Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualification of the parent are transferred to and shared with the Offeror, the parent is directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

1.23 Substitution of Personnel

A. Continuous Performance of Key Personnel

Unless substitution is approved per paragraphs B-D of this section, Key Personnel shall be the same personnel listed in RFP **Section 3.8.2** and those proposed in the Contractor's Technical Proposal, which will be incorporated into the Contract by reference. Such identified Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be diverted/removed by the Contractor from working under this Contract, as described in the RFP or the Contractor's Technical Proposal, without the prior written approval of the State Project Manager.

If the Contract is Task Order based, the provisions of this section apply to Key Personnel identified in each Task Order Proposal and agreement.

B. Definitions

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

Extraordinary Personal Circumstance – means any circumstance in an individual's personal life that reasonably requires immediate and continuous attention for more than fifteen (15) Days and that precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or

other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual's home that causes a major disruption in the individual's normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

Incapacitating – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

Sudden – means when the Contractor has less than thirty (30) Days prior notice of a circumstance beyond its control that will require the replacement of any Key Personnel working under the Contract.

C. Key Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of staff substitution described in paragraph D of this section.

1. The Contractor shall demonstrate to the State Project Manager's satisfaction that the proposed substitute Key Personnel have qualifications at least equal to those of the Key Personnel for whom the replacement is requested.
2. The Contractor shall provide the State Project Manager after a replacement is needed with a substitution request that shall include:
 - A detailed explanation of the reason(s) for the substitution request;
 - The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
 - The official resume of the current personnel for comparison purposes; and
 - Any evidence of any required credentials.
3. The State Project Manager may request additional information concerning the proposed substitution. In addition, the State Project Manager and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
4. The State Project Manager will notify the Contractor in writing no later than five (5) Business Days after receipt of a substitution request of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The State Project Manager will not unreasonably withhold approval of a requested Key Personnel replacement.

D. Replacement Circumstances

1. Voluntary Key Personnel Replacement

To voluntarily replace any Key Personnel, the Contractor shall submit a substitution request as described in paragraph C of this section to the State Project Manager at least fifteen (15) Days prior to the intended date of change. Except in a circumstance described in paragraph D.2 of this clause, a substitution may not occur unless and until the State Project Manager approves the substitution in writing.

2. Key Personnel Replacement Due to Vacancy

The Contractor shall replace Key Personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30) Days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per Section D.1 of this section).

Under any of the circumstances set forth in this paragraph D.2, the Contractor shall identify a suitable replacement and provide the same information or items required under paragraph C of this section no later than fifteen (15) Days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3. Key Personnel Replacement Due to an Indeterminate Absence

If any Key Personnel has been absent from his/her job for a period of ten (10) Days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) Days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information or items to the State Project Manager as required under paragraph C of this section.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the State Project Manager, at the option and sole discretion of the State Project Manager, the original personnel may continue to work under the Contract, or the replacement personnel will be authorized to replace the original personnel, notwithstanding the original personnel's ability to return.

4. Directed Personnel Replacement

- (a) The State Project Manager may direct the Contractor to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior

notification of problems with requested remediation, as described in paragraph 4.b. If after such remediation the State Project Manager determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) Days notification of a directed replacement will be provided. However, if the State Project Manager deems it necessary and in the State's best interests to remove the personnel with less than fifteen (15) Days notice, the State Project Manager can direct the removal in a timeframe of less than fifteen (15) Days, including immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with paragraph C of this section, provide a suitable replacement for approval no later than fifteen (15) Days after the notification of the need for removal, or the actual removal, whichever occurs first.

- (b) If deemed appropriate in the discretion of the State Project Manager, the State Project Manager shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan no later than ten (10) Days after the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the State Project Manager. If the State Project Manager rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the State Project Manager no later than five (5) Days, or in the timeframe set forth by the State Project Manager in writing.

Should performance issues persist despite the approved Remediation Plan, the State Project Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Key Personnel at issue.

Replacement or substitution of personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

1.24 Mandatory Contractual Terms

By submitting a Proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached herein as **Attachment A**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **A Proposal that takes exception to these terms may be rejected.**

1.25 Bid/Proposal Affidavit

A Proposal submitted by an Offeror must be accompanied by a completed **Bid/Proposal Affidavit**. A copy of this Affidavit is included as **Attachment B** of this RFP.

1.26 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a **Contract Affidavit**. A copy of this Affidavit is included as **Attachment C** of this RFP. This Affidavit must be provided no later than five (5) Business Days after notification of proposed Contract award. This Contract Affidavit will also be required to be completed by the Contractor prior to any Contract renewals, including the exercise of any options or any modifications that may extend the Contract term.

1.27 Compliance with Laws/Arrearages

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

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

1.28 Verification of Registration and Tax Payment

Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <http://www.dat.state.md.us/sdatweb/datanote.html>.

It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of Proposals. An Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.29 False Statements

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

1.29.1 In connection with a procurement Contract a person may not willfully:

- A. Falsify, conceal, or suppress a material fact by any scheme or device;
- B. Make a false or fraudulent statement or representation of a material fact; or
- C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

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

1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for Contracts exceeding \$100,000. The selected Offeror shall register using the **COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form**. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at: http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf

1.31 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 (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement Contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section 32 "Prompt Payment" (See **Attachment A**). Additional information is available on GOMA's website at: http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf.

1.32 Electronic Procurements Authorized

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

- B. Participation in the solicitation process on a procurement Contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.
- C. “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, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bsol/>), and electronic data interchange.
- D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:
1. The Procurement Officer may conduct the procurement using eMM, 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 or potential Offeror;
 - (f) notices of award selection or non-selection; and
 - (g) the Procurement Officer’s decision on any Bid protest or Contract claim.
 2. An Offeror or potential Offeror may use e-mail or facsimile to:
 - ask questions regarding the solicitation;
 - 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; and
 - submit a "No Proposal 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 E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or State Project Manager.
- E. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:
- (a) submission of initial Proposals;

- (b) filing of Bid Protests;
- (c) filing of Contract Claims;
- (d) submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications, etc.); or
- (e) any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

F. Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or State Project Manager.

1.33 Minority Business Enterprise Goals

1.33.1 Establishment of Goal and Subgoals

An overall MBE subcontractor participation goal of **10%** of the total contract dollar amount has been established for this procurement.

There are no MBE subcontractor participation subgoals for this procurement; however, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the overall MBE participation goal.

1.33.2 **Attachments D-1 to D-5** – The following Minority Business Enterprise participation instructions, and forms are provided to assist Offerors:

<u>Attachment D-1A</u>	MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (<u>must submit with Proposal</u>)
<u>Attachment D-1B</u>	Waiver Guidance
<u>Attachment D-1C</u>	Good Faith Efforts Documentation to Support Waiver Request
<u>Attachment D-2</u>	Outreach Efforts Compliance Statement
<u>Attachment D-3A</u>	MBE Subcontractor Project Participation Certification
<u>Attachment D-3B</u>	MBE Prime Project Participation Certification
<u>Attachment D-4A</u>	Prime Contractor Paid/Unpaid MBE Invoice Report
<u>Attachment D-4B</u>	MBE Prime Contractor Report
<u>Attachment D-5</u>	Subcontractor/Contractor Unpaid MBE Invoice Report

1.33.3 An Offeror shall include with its Proposal a completed **MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Attachment D-1A)** whereby:

- A. The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and

- B. The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE Participation Schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
- C. An Offeror requesting a waiver should review **Attachment D-1B (Waiver Guidance)** and **Attachment D-1C (Good Faith Efforts Documentation to Support Waiver Request)** prior to submitting its request.

*If an Offeror fails to submit a completed **Attachment D-1A** with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.*

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

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

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

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

1.33.6 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the

MDOT website at <http://mbe.mdot.state.md.us/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**

1.33.7 The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to the State Project Manager **and** DHR MBE Liaison to provide the State with ongoing monitoring of MBE Participation:

- A. **Attachment D-4A (Prime Contractor Paid/Unpaid MBE Invoice Report).**
- B. **Attachment D-4B (MBE Prime Contractor Report)**
- C. **Attachment D-5 (MBE Subcontractor/Contractor Paid/Unpaid MBE Invoice Report).**

1.33.8 An Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting to the Procurement Officer the **Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C)** and all documentation within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in **COMAR 21.11.03.11**.

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

1.33.10 The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See **Contract - Attachment A, §37**).

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

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

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

1.34 Living Wage Requirements

Maryland law requires that Contractors meeting certain conditions pay a Living Wage to covered employees on State service Contracts over \$100,000. Maryland Code, State Finance and Procurement, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a Contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a Living Wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05. Additional information regarding the **State's Living Wage requirement** is contained in **Attachment G**. Offerors must complete and submit the **Maryland Living Wage Requirements Affidavit (Attachment G-1)** with their Proposal. If an Offeror fails to complete and submit the required documentation, the State may determine an Offeror to be not responsible under State law.

If subject to the Living Wage law, the Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. The Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State Contracts, and other sanctions.

Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area (\$13.19 for the Tier 1 area and \$9.91 for the Tier 2 area). 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. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation has been determined to be a **Tier 1** Contract.

Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.

NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.

1.35 Federal Funding Acknowledgement

There are programmatic conditions that apply to this Contract due to Federal funding (**See Attachment H**).

1.35.1 The total amount of Federal funds allocated for the Constituent Services Office (CSO), Child Support Enforcement Administration (CSEA), Family Investment Administration (FIA) and Social Services Administration (SSA) is \$133,882,195 in Maryland State Fiscal Year 2015. This represents 55% of all funds budgeted for these units in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, Contract, or solicitation.

1.35.2 This Contract contains federal funds. The source of these federal funds is: TANF, Title IV-D, Title IV-E, SNAP, Title XIX, and MEAP. The CFDA numbers respectively are: 93.558, 93.563, 93.658, 10.561, 93.778 and 93.568. The conditions that apply to all federal funds awarded by the Department are contained in **Federal Funds Attachment H**. Any additional conditions that apply to this particular federally-funded Contract are contained as supplements to **Federal Funds Attachment H** and Offerors are to complete and submit these Attachments with their Proposal as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of this Contract.

1.36 Conflict of Interest Affidavit and Disclosure

Offerors shall complete and sign the **Conflict of Interest Affidavit and Disclosure (Attachment I)** and submit it with their Proposal. All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to **Attachment I Conflict of Interest Affidavit and Disclosure**. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

1.37 Non-Disclosure Agreement

All Offerors are advised that this solicitation and any resultant Contract(s) are subject to the terms of the **Non-Disclosure Agreement (NDA)** contained in this solicitation as **Attachment J**. This Agreement must be provided no later than five (5) Business Days after notification of proposed Contract award; however, to expedite processing, it is suggested that this document be completed and submitted with the Proposal.

1.38 HIPAA - Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

1.39 Non-Visual Access

This solicitation does not contain Information Technology (IT) provisions requiring Non-Visual Access.

1.40 Mercury and Products That Contain Mercury

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

1.41 Veteran-Owned Small Business Enterprise Goals

1.41.1 Notice to Offerors

Questions or concerns regarding the Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal of this solicitation must be raised before the due date for submission of Proposals.

1.41.2 Purpose

The Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the VSBE subcontractor participation goal stated in this solicitation. VSBE performance must be in accordance with this section and **Attachment M**, as authorized by COMAR 21.11.13. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and **Attachment M**.

1.41.3 VSBE Goals

A VSBE subcontract participation goal of **0.5%** of the total Contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the Contract will be performed by verified veteran-owned small business enterprises.

1.41.4 Solicitation and Contract Formation

An Offeror must include with its Proposal a completed **Veteran-Owned Small Business Enterprise Utilization Affidavit and Subcontractor Participation Schedule (Attachment M-1)** whereby:

- A. The Offeror acknowledges it: 1) intends to meet the VSBE participation goal; or 2) requests a full or partial waiver of the VSBE participation goal. If the Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal.

- B. The Offeror responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of VSBEs at the time of Proposal submission. The Offeror shall specify the percentage of Contract value associated with each VSBE subcontractor identified on the VSBE Participation Schedule.

If an Offeror fails to submit Attachment M-1 with the Proposal as required, the Procurement Officer may determine that the Proposal is not reasonably susceptible of being selected for award.

A current directory of certified VSBEs is available through the U.S. Department of Veterans Affairs' (VA) website at <http://www.vetbiz.gov> – **under the Veteran Information Pages (VIP) database**. The most current and up-to-date information on VSBEs is available via this website. **Only U.S. VA-certified VSBEs may be used to meet the VSBE subcontracting goals.**

No later than ten (10) Working Days from notification that it is apparent awardee, the awardee must provide the following documentation to the Procurement Officer.

- A. **VSBE Project Participation Statement (Attachment M-2)**;
- B. If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and
- C. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the VSBE subcontractor participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for Contract award.

1.41.5 Contract Administration Requirements

The Contractor, once awarded the Contract shall:

- A. Submit monthly to the **Procurement Officer and State Project Manager** a report listing any unpaid invoices, over 45 Days old, received from any VSBE subcontractor, the amount of each invoice, and the reason payment has not been made (**Attachment M-3**)
- B. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly to the **Procurement Officer and State Project Manager** a report that identifies the prime Contract and lists all payments received from Contractor in the preceding 30 Days, as well as any outstanding invoices, and the amount of those invoices. (**Attachment M-4**)

- C. Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of VSBE and non-VSBE subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- D. Consent to provide such documentation as reasonably requested and to provide right-of entry at reasonable times for purposes of the State’s representatives verifying compliance with the VSBE participation obligations. Contractor must retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the Contract.
- E. At the option of the procurement agency, upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

1.42 Location of the Performance of Services Disclosure

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

1.43 DHR Hiring Agreement

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a **DHR Hiring Agreement**. A copy of this Affidavit is included as **Attachment O**. This Affidavit must be provided no later than five (5) Business Days after notification of proposed Contract award.

1.44 Liquidated Damages

1.44.1 Liquidated Damages – Failure to Meet Performance Requirements

The Contractor agrees that in the event of a failure to meet timelines in an approved project plan, Deliverable due dates and/or service levels defined in the Service Level Agreement (SLA) of this RFP, damage shall be sustained by DHR. (Severity types as defined in Section 3, Table 2).

Actual damages to the State may be extremely difficult and impractical to determine. It is therefore agreed that the State, at its sole option and after the Contractor has been given reasonable opportunity as described in Section 1.44.1(F), of which the timeframe will be determined at the sole discretion of the State Project Manager, to cure the failure and if fails to do so, may require the Contractor to pay Liquidated Damages for such failures according to the following subsections.

- A. A single event of failure on the part of the Contractor or its subcontractors shall only result in the imposition of damages in one Liquidated Damage Category.
- B. Linkages to the Liquidated Damages threshold as detailed in **(See Section 3.6 – Performance Standards)** are limited as follows:
 - 1. In the event of a force majeure event, or a failure due to third parties outside of the Contractor’s reasonable control, no Liquidated Damages will apply.
 - 2. In the event of a failure other than an excusable failure as described in subsection (1) above, resulting from the Contractor, the maximum amount for Liquidated Damages shall not exceed 15% of the total charges invoiced in an average monthly period. The average monthly period will be calculated based on all previous invoices submitted to date prior to the assessment of Liquidated Damages.
- C. Amounts due to the State as Liquidated Damages will be deducted by the State Project Manager from any money in the next invoice payable to the Contractor pursuant to this Contract. The State Project Manager will notify the Contractor in writing of any claim for Liquidated Damages fifteen (15) Business Days before the date the State Project Manager deducts such sums from money payable to the Contractor. No delay by the State Project Manager in assessing or collecting Liquidated Damages shall be construed as a waiver of such rights.
- D. The Contractor shall not be liable for Liquidated Damages when, in the opinion of DHR, incidents or delays result from an excusable failure. DHR shall adopt a reasonable standard of review, which takes into consideration the totality of the circumstances. The Contractor will bear the burden of providing evidence, that the delay is attributable to, and the responsibility of, another entity outside and independent of the custody, control, supervision and/or direction of the Contractor, its officers, agents or employees. Failure to provide such proof will result in the Contractor being responsible and liable for all Liquidated Damages hereunder.
- E. DHR will audit various information monthly pertaining to the Contractor’s level of compliance with Contract requirements. Until the Department has completed an audit of the Contractor’s performance for a given month no Liquidated Damage will be assessed for that month. Such an audit will involve a review of Contractor statistics of service activities for which minimum performance standards have been established **(See Section 3.6)**.
- F. To enable the State Project Manager to render a timely decision regarding any dispute of an occasion when a liquidated damage is assessed, at the time the Contractor disputes the liquidated damage assessment it shall provide a full explanation of why it does not believe the liquidated damage should be assessed, or assessed for the amount indicated. If the State Project Manager does not believe the submitted justification or substantiation thereof is sufficient, or if the Contractor fails to provide the required

justification for its dispute, the State Project Manager may request additional justification and/or documentation, and/or may give a finite deadline for the submission of such justification and/or documentation.

- G. If the requested justification and/or documentation are not submitted within the required timeframe, the State Project Manager will render a determination based upon whatever information has been provided to that point in time.
- H. Any time a Liquidated Damage assessment is disputed by the Contractor, the State Project Manager will render a written (typically email) final decision concerning the imposition of the Liquidated Damage. This final decision can:
 - 1. Uphold the liquidated damage assessment;
 - 2. Rescind the liquidated damage, in full or in part; or,
 - 3. Determine that a given Liquidated Damages assessment is merited, but that the amount of assessment should be different than originally computed.
- I. For three (3) months from the Go-Live Date, DHR will not assess any Liquidated Damage **except for Liquidated Damages for Transition-In activities and MBE participation as described in Sections 1.44.4 and 1.33.9, respectively.**

1.44.2 Liquidated Damages – Failure Notification Requirement

Written notification of failure to meet a performance requirement shall be given by the State Project Manager to the Contractor. The Contractor shall have three (3) Working Days from the date of receipt of the written notification of failure to perform the specifications to cure the failure set forth in the written notification. If the failure is not resolved or if the Contractor fails to provide a plan to cure the failure that is acceptable to DHR within this period, Liquidated Damages may be imposed retroactively to the date of failure to perform, excluding Days used by DHR to review the product if it proves acceptable. However, if the product is not acceptable these review Days may be included in the computation of Liquidated Damages. Such review shall be done within a reasonable time period and in no event exceed more than ten (10) Working Days.

1.44.3 Liquidated Damages – Failure to Meet Performance Standards Criteria

For any failure by the Contractor to meet Critical performance standards DHR may require the Contractor to pay Liquidated Damages in the amount of \$2,000.00 per Day up to the maximum amount until such standards are met and accepted by the State Project Manager. If the Contractor fails to meet the standard, the State may move to terminate the Contract for default. Critical requirements are listed in (**Section 3.6 – Performance Standards**) of this RFP.

1.44.4 Liquidated Damages – *Transition-In* and *Transition-Out* Timelines

- (a) ***Transition-In* Performance Standard.** The Contractor is responsible for ensuring that the overall project is not jeopardized by delays in the *Transition-In* schedule, as agreed

and stated in the Contract, and defined in the Final Transition-In Plan approved by the State Project Manager. The Contractor may not charge DHR for any additional effort required to meet these schedules.

- (b) **Liquidated Damages.** If the Contractor fails to complete the required Transition-In activities within the transition period, Liquidated Damages of \$1000.00 per Calendar Day shall be assessed for every Calendar Day or fraction of a Day that the schedule is delayed, from the date of written notification by the State Project Manager to the Contractor that activities are late. Delays that occur that are not within the scope of control of the Contractor as previously defined will not result in Liquidated Damages.
- (c) **Transition-Out Performance Standard.** The Contractor is responsible for ensuring that the services provided to DHR are not jeopardized by delays in the Transition-Out schedule, as agreed and defined in the Final Transition-In Plan of the incoming Contractor that has been approved by the State Project Manager. The Contractor may not charge DHR for any additional effort required to meet these schedules. In addition, the Contractor must perform in such a manner that it facilitates the attainment of the due dates by the incoming Contractor. The Contractor will participate in all meetings, produce all documentation no later than three (3) Working Days after the request, and complete all assigned activities in accordance with the Transition-In Plan for a successor Contractor approved by the State Project Manager.
- (d) **Liquidated Damages.** If the Contractor fails to complete the required Transition-Out activities in accordance with the defined due dates, Liquidated Damages of \$1,000.00 per Calendar Day shall be paid by the Contractor to DHR for every Calendar Day, or fraction of a Day that the activity is delayed, from the date of written notification by the State Project Manager to the Contractor that the activity is late. Delays that occur that are not within the scope of control of the Contractor as previously defined will not result in Liquidated Damages.

1.44.5 Liquidated Damages – Support Services & Service Levels Agreement

The Contractor shall be responsible for performance of the services in accordance with the minimum standards as set forth in the Services Level Agreement based on requirements set forth in **Section 3.5.8 Technical - Support Services & Service Level Agreement** of the RFP. Each of the referenced Service Levels shall be measured at the request of the State Project Manager or on a monthly basis at 15-minute intervals during the randomly selected day at randomly selected locally attached terminals or workstations.

The Contractor shall provide the necessary equipment and/or methodology for measuring performance and shall perform those measurements. Such equipment and/or methodology are subject to approval by the State Project Manager. Measurements shall be taken on a schedule to be provided by the State Project Manager. Additional measurement periods shall be required, at the option of the State Project Manager, on demand and unannounced.

For each Critical type performance standard that is missed, the Contractor shall pay the State Liquidated Damages of \$2000 per Day or up to 15% of the total monthly invoice as described in **Section 3.15.1** if the responses do not meet or exceed the performance requirements as a result of the randomly performed tests.

1.44.6 Liquidated Damages – Key Personnel

In the event that the Contractor diverts or replaces Key Personnel without the prior written approval of DHR, the Contractor is subject to Liquidated Damages in the amount of \$1,000 per Business Day for diversion or removal of the Contractor's Project Manager and \$500 per Business Day for all other Key Personnel, until the Key Personnel member's replacement is approved by the State Project Manager and begins work. The damages will begin the first Business Day of the diversion, removal or replacement of Key Personnel by the Contractor and applies only to diversion or replacement of Key Personnel by the Contractor that is within the Contractor's control. The provision is intended to be a disincentive against the unilateral diversion or removal by the Contractor of Key Personnel and no Liquidated Damages will be payable by the Contractor if diversion, removal or reassignment of such personnel is required as a result of the following, provided that the Contractor provides written notification to the State Project Manager fifteen (15) Days prior to such diversion, removal or reassignment and exercises commercially reasonable efforts to find a suitable replacement for the Key Personnel:

- (a) When such personnel voluntarily resign from the Contractor's employment
- (b) When such personnel are dismissed by the Contractor for non-performance or for misconduct
- (c) When such personnel are incapacitated more than fifteen (15) Days
- (d) When DHR initiates a Directed Personnel Replacement or reassignment of such personnel

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SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Offeror Minimum Qualifications

The Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met. The Offeror shall demonstrate in its Technical Proposal (**See Section 4.4.2.5**), that it possesses such expertise in-house or has subcontracted with other firms for providing such services:

- 2.1.1 At least five (5) years of Federal, State, Local and/or Corporate experience in implementing and delivering CSC services in the United States of America (**See Section 4.4.2.8**). One engagement must have been performed in the last five (5) years from the date of issue of this RFP.
- 2.1.2 Provide two (2) references from Customer Service Center engagements performed within the past five (5) years from the date of issue of this RFP (**See Section 4.4.2.9**).

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SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

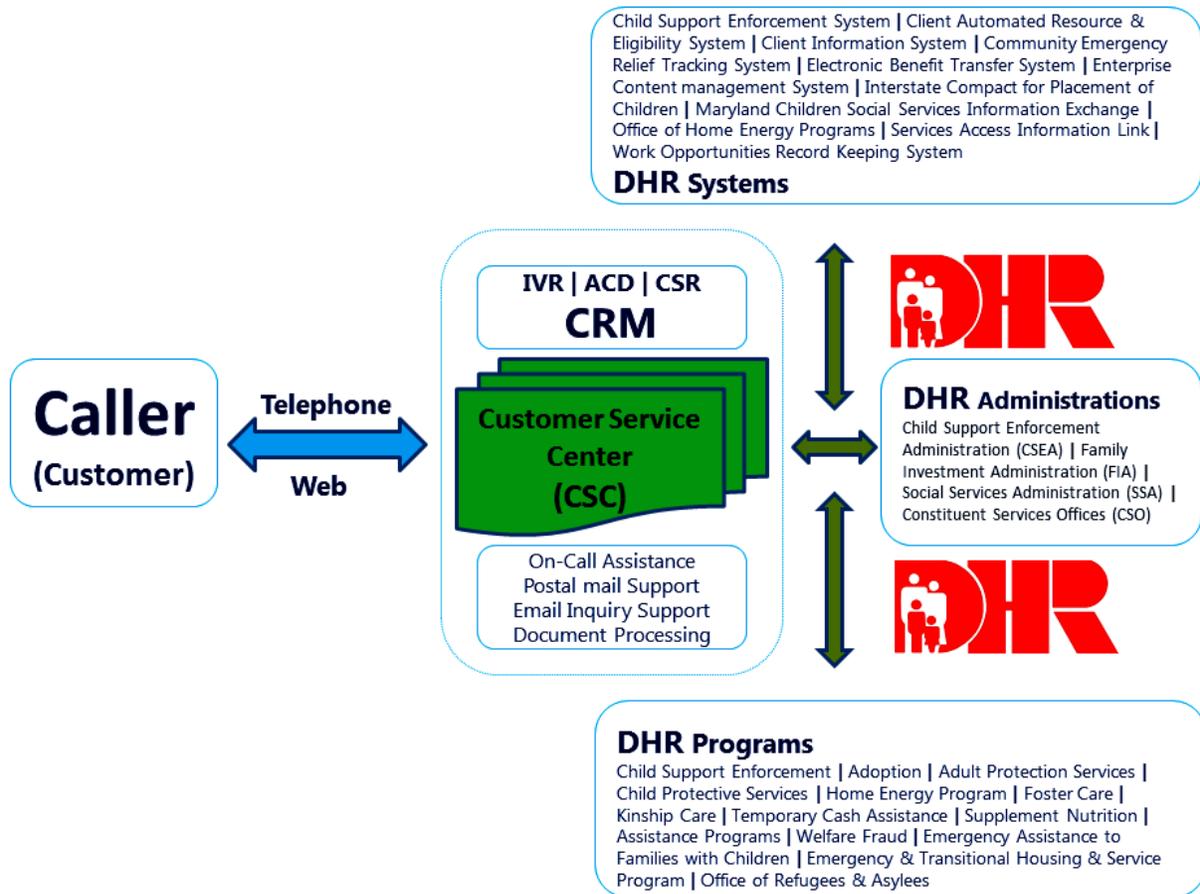
The Department is the State’s human services agency and administers child support, child welfare and public welfare services. DHR serves over one million people annually.

The Department aggressively pursues opportunities to assist people in economic need, provide preventive services, and protect vulnerable children and adults. Services are provided by staff in the LDSS, child support offices and third party provider locations located in each of Maryland’s 24 jurisdictions. The administration of services requires continuous communication (verbal, electronic and written) with Customers requesting both general and specific information pertaining to critical and emergent needs. Refer to **Attachment Q** for further details on DHR Administrations and their respective requirements.

DHR continues to look for ways to improve the quality of its Customer service and reduce the amount of time its staff spends on routine tasks through effective and faster responses to Customer inquiries. Increasing Customer service and access to Customer’s Case information through a specialized CSC, innovative Customer services and processes will allow DHR staff to devote their time to more complex casework and strengthen services to Customers.

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



Section 3 - Figure 1: DHR CSC Interfaces

3.2 CSC Services & Requirements

This section outlines general and specific requirements that the Contractor will be expected to accomplish under the Contract. In addition to providing Customer support services, the Contractor shall perform all technical and management functions to plan, implement, operate, and manage the CSC. A minimum of ten (10%) percent of Contractor’s CSRs shall be fluent in Spanish to meet the trend in inquiries made in Spanish. The Contractor must also have the ability to communicate in other languages as needed. The Contractor shall:

- A. Evaluate monthly the sufficiency of the number of telephone lines installed and the number of CSRs available and provide a report to the State Project Manager. As call

volumes increase, the Contractor shall install additional lines and/or equipment and add staff in order to meet Contract calls response timeliness requirements (at the Contractor's expense).

- B. Handle short term high volume call loads. The plan for the management of such instances shall be presented no later than thirty (30) Days after NTP and must be approved by State Project Manager.

3.2.1 Interactive Voice Response System (IVRS)

The initial point of contact for all telephone inquiries will be through an IVRS. The Contractor will work with DHR Administrations in developing and implementing appropriate call tree structures and Scripts.

The Contractor's IVRS shall:

- A. Provide automated services to enable the State to deliver unattended service 24 hours a day, 7 Days a week, 365 Days per year (366 Days in a leap year) in accordance with DHR approved Scripts and routing paths.
- B. Permit the use of telephone touch-tone pad and voice commands to access pre-recorded information.
- C. Make use of speech recognition (speech-to-text and text-to-speech) technologies to enhance efficiency and Customer service. The features and services should be in line with widely used standards like VoiceXML, SSML and CCXML etc.
- D. Maintain the existing toll-free telephone number for both in-State and out-of-State callers. The toll-free number will be transferred to the successful Offeror during the Transition-In period. The Contractor shall work with DHR to transfer the existing toll free number during the Transition-In period.
- E. Provide a queuing system that is integrated with the ACD functionality.
- F. Provide a call flow that allows callers to get the information they need using the fewest number of prompts and options.
- G. Provide multi-language translation services including, but not limited to, English and Spanish. Provide features for professional voice recording of Scripts in English and Spanish. The IVR shall play appropriate language prompts based on IVR prompt selection.
- H. Provide the option to transfer a Customer from the IVR to a CSR, State staff, local offices, and other identified entities outside the CSC and allow the caller to return to the main menu.

- I. Ensure that callers never receive a busy signal.
- J. Handle spikes in call volumes and meet SLAs as prescribed in **Section 3.6.1 - Service Level Agreement**.
- K. Place Outbound Calls sending robot and text messages to Customers regarding Case events and/or obligations (court hearings, appointments, etc.).
- L. Support Self Service Options, including directions, hours of operation, Application instructions and Case closing process.
- M. Create automated Customer satisfaction surveys to rate CSC and DHR performance. The survey shall be sent via phone, text, or email and shall be accessible via web or phone.
- N. Have messages recorded using broadcast standard recording techniques. Any changes to the IVR Script will be made using the same voice pattern, at the same pitch, speed and tone of delivery, and at the same volume as the initial recordings.
- O. Identify caller patterns and proficiency and speed up or slow down the speed of the messages as appropriate.
- P. Provide remote announcement updates for special situations (snow storm, building emergencies, etc.).
- Q. Provide features for scripting for Auto Attendant, IVR and TDD and Text Messaging.
- R. Provide Status Tracking Capability to monitor and determine Customer traffic within the IVRS and at what stage the Customer inquiry is being processed at any given point.
- S. Meet or exceed Internal Revenue Service (IRS) IVR Safeguards. Refer to [http://www.irs.gov/uac/Safeguards-Technical-Assistance-Memorandum-for-Protecting-Federal-Tax-Information-\(FTI\)-in-Integrated-Voice-Response-\(IVR\)-Systems](http://www.irs.gov/uac/Safeguards-Technical-Assistance-Memorandum-for-Protecting-Federal-Tax-Information-(FTI)-in-Integrated-Voice-Response-(IVR)-Systems).
- T. Require Customers who have applied for DHR benefits to enter a User-id and pin to gain access to confidential information. If the Customer opts to speak to a CSR, the Customer's identity must be transferred and displayed to the CSR answering the call.
- U. Provide fully customizable menus with no limits.
- V. Access and interface with multiple DHR Databases and web services concurrently.
- W. Provide compatibility with Email systems (Currently DHR uses Google mail).

- X. Provide customizable messages to play while Customers are on hold after making a choice on the IVR in addition to on-hold music. The message shall be specific to the program selected by the Customer.
- Y. Provide key-ahead prompting to permit callers to enter the appropriate key if they already know the touch-tone options they wish to select or go directly to a CSR.
- Z. Provide customizable reporting per IVR application.

3.2.2 Priority Access

- A. The Contractor's IVRS shall provide a message at the outset to allow inquiries related to specific call types through the first level of the IVRS call tree as follows:
- B. Callers from DHR offices shall have the ability to bypass IVR prompts and speak directly with the CSRs or others designated by DHR. In addition, the Contractor shall provide a means for DHR Administrations to directly contact CSC management.
- C. Callers who specifically request information under the Public Information Act or Open Meetings Act shall be transferred to the DHR Communications Office.
- D. All media inquiries shall be transferred to the DHR Communications Office.
- E. All legislative inquiries shall be transferred to the State Project Manager's office or appropriate Administration.

3.2.3 Automated Call Distribution (ACD) System

The Contractor shall have an ACD system that will provide routing/distribution of incoming calls to CSRs. The call routing shall be based on sequence of arrival/origination, inquiry type, CSR availability, skills, and language fluency or other predefined routing instructions authorized by the State Project Manager. The Contractor's ACD system shall provide at a minimum:

- A. Display call-handling statistics real-time, such as number of calls in queue, current hold time, Abandoned Calls, etc.
- B. DNIS capability in order to distinguish incoming calls by the DHR number dialed and route them to the appropriate response system.
- C. Access by the State Project Manager to the logs, and the ability to monitor call volumes and live Customer calls and any CSC activity at all times, without prior notice.
- D. Queuing of incoming calls and providing callers with an estimated wait time and other recorded messages. If the wait time at the queue exceeds 4 minutes (**See Section 3.6 -**

Performance Standards), the Call Management System must provide the caller with an option to stay in queue or leave a message during Normal Business Hours for a CSC Call-back. Callers should not be given the Call-back option if the wait time is equal to or less than 4 minutes. The ACD shall prompt the caller to provide the Call-back information and provide an estimated Call-back time to the caller.

- E. Automatically make Outbound Calls to callers opting for a Call-back at the estimated Call-back time and connecting the caller to an available CSR. If the Call-back encounters a busy or no-answer condition, the service shall repeat the Call-back for up to 2 additional attempts within two (2) Business Days if the Customer number is not accessible. If the Call-back encounters a voicemail or answering service, leave a brief message indicating the purpose of the call with information on how to contact the CSC and no additional Call-back is required.
- F. Recording of all calls by CSRs and providing audio recordings of individual/Customer calls for review by the State Project Manager no later than one (1) Business Day of the request.
- G. Multiple queue types, for example User, Station, Workgroup, ACD, Line and system queues. There shall be a real time view into the queue to monitor important statistics such as: calls waiting, calls connected, longest call waiting, longest call connected, agents logged in, and agents available, average talk time, number of calls, and Abandoned Calls.
- H. Ensure that CSRs are able to take/make non-ACD special official calls and still be available in the queue/ACD to take regular calls thereafter.
- I. Provide a tracking agent for availability and reporting on the time CSRs spend handling ACD interactions, and non-ACD interactions.
- J. Call routing and queuing capability based on specific DHR Administrations.
- K. Send alerts to the CSC Managers/Supervisors when the call center experiences unforeseen or drastic changes and anomalies in the CSC operational patterns, such as persistently long hold times, persistent call drops, persistent voice distortion, etc., that needs attention and intervention. **(See Section 3.6 Performance Standards)**.
- L. Monitoring of CSR performance with industry standard practices like 'listen', 'record', 'workgroup alert', 'transfer', 'join', 'whisper coaching' and 'grab' methods.

3.2.4 Customer Service Representative (CSR)

The CSC shall have dedicated personnel trained and qualified to meet the requirements of the RFP.

3.2.4.1 General CSR Requirements

The CSRs shall:

- A. Respond to Customer inquiries and requests for information, and provide status updates, guidance, and information as outlined and defined by DHR in the Administrations Desk Reference Guides, policies and procedures.
- B. Access DHR systems, interpret screens, update screens and enter Customer Case logs in Administrations' automated systems.
- C. Communicate with State staff when necessary and forward Case and Customer information when necessary, via telephone, facsimile, or e-mail or other electronic transmission for further processing in accordance with the Administrations Desk Reference Guides.
- D. Only identify and use the State's and DHR's names and logos on all Correspondence, documents and information distributed to CSC Customers.
- E. Respond to written inquiries by telephone, facsimile, postal mail, or electronic mail, whichever is more efficient and satisfies the inquirer and in accordance with the Administrations Desk Reference Guides.
- F. Accurately respond to inquiries in a professional and courteous manner and with a high degree of respect. If the initial response is found to be erroneous by the Contractor and/or DHR, the CSR shall send a corrected response to the inquirer no later than one (1) Business Day of identification of the error via telephone or Correspondence. Responses are not accurate when the CSR fails to:
 - 1. Adhere to the Customer Service Scripts.
 - 2. Provide accurate, complete information to Customers.
 - 3. Properly update CSES/CARES action log events and Case information.
 - 4. Properly redirect Customers.
 - 5. Properly provide Customer information.
 - 6. Mail requested materials within established timeframes.
- G. Ensure efficient and effective Work Order management as defined by the State Project Manager and the Contractor in the CSC CRM system. **(See Section 3.3 CRM)**
- H. Recognize trends of inquiries for referral to the State Project Manager for development of common responses and reporting to the Department.
- I. Track Customer complaints related to 'no contact response' by the responsible DHR Administration, LDSS or Child Support offices, which occurs after an initial inquiry

cannot be resolved by the CSR and must be sent to the appropriate DHR Administration or office for resolution. A “follow-up” complaint in this instance results when a Customer has previously called, their inquiry has been referred to a DHR Administration, LDSS or Child Support office, with the expectation that a response will be forthcoming within two (2) Business Days, and the Customer calls back after the stated time, complaining of a lack of response. The CSR shall note these instances on a Contact Problems Report and send another inquiry regarding the complaining caller to the appropriate DHR Administration or office and a supervisor. This report shall be submitted to the State Project Manager on a monthly basis. (See Section 3.12.3 (6)).

3.2.4.2 Phone Requirement

The CSR shall:

- A. Interview Customers over the telephone and assist with completing Applications for DHR services to the limits allowed by the various Administrations within DHR.
- B. Ensure that Customers are not put on hold without an initial interaction by the CSR or use any other method that is non-responsive to Customers, as determined by DHR.
- C. Spend adequate time with Customers to meet all of their needs in one call versus multiple short calls for the same Customer.

3.2.4.3 Postal Mail/Document Fulfillment Requirement

CSRs shall receive, answer and mail Correspondence, and update the appropriate DHR system to record and track the action taken. The CSR shall:

- A. Mail general forms, packets, Applications, direct deposit forms, cash pay forms, payment summaries, informational brochures and any other forms requested by the Customer (See Section 3.13.2 State Supplied Services) no later than two (2) Business Days after receipt of the request.
- B. Forward Correspondence to the local office as described for each Administration. Any questions the CSR is unable to answer must be referred to the respective LDSS, local Child Support office or DHR CSO no later than one (1) Business Day after receipt.

3.2.4.4 Email Requirement

- A. CSRs shall refer any questions that the CSR is unable to answer to the local Child Support office or the CSO via email no later than one (1) Business Day after its receipt. When it is necessary to refer a question or request to the local Child Support office or the CSO, the CSR must notify the Customer of the referral and that the inquiry will be answered by the Administration/office receiving the request.

- B. **Due to confidentiality, CSRs are prohibited from answering Case specific questions received via email.** An auto generated Administration specific statement is provided to these types of inquiries and Customers are asked to contact the CSC during Normal Business Hours to speak to a CSR. Answers to general questions are to be provided no later than one (1) Business Day.

3.3 Customer Relations Management System (CRM)

3.3.1 General Requirements

The Contractor shall provide a CRM that is a web-based system and capable of capturing and tracking all activities and operations of the CSC. At a minimum the CRM shall:

- A. Be the primary system for all CSC activity and be made available to the State Project Manager and individuals designated by the State Project Manager (approximately 1500 concurrent Users).
- B. Provide billing and reporting that supports the invoicing requirements separated by DHR Administrations. Since in a single call a CSR may answer questions related to more than one program, the CRM must have the functionality for direct billing of each Administration for the proportional time of the call.
- C. Permit customizable object names/fields and dashboards, which display real-time performance metrics.
- D. Support DHR outreach activities like bulk emailing and surveys to Customers and third-party vendors.
- E. Record and update basic demographic data in the DHR system(s) about the caller, including change in contact information.
- F. Have secure role based privilege settings to define User access, interfaces, and report generation. The Contractor shall work with the State Project Manager to identify these settings.
- G. Host all Scripts that the CSRs shall use in the CSC.
- H. Integrate with DHR's email, calendar and contacts. Currently DHR uses Google email and does not permit POP/IMAP.
- I. Integrate with DHR software systems to enable service requests to be filtered through existing systems, allowing for proper tracking and metrics gathering if needed in the future without modifications to DHR systems.
- J. Meet or exceed all Technical Requirements identified in **Section 3.5.**

- K. Mask Personal Identifiable Information (PII) data during input/presentation. Audit trail information should be captured if any User is permitted to view the masked PII.
- L. Be hosted from the Contractor's facility or be a cloud-based solution that is available 24 hours a day and 7 Days a week, including weekends and holidays.
- M. Generate WOs, which is an electronic message created in the CRM to log and track DHR Customer activities. All calls CSRs receive must be documented in the CRM. In the event that the Customer inquiry needs additional processing or action, a WO is generated. At a minimum, the WO process shall have the following capabilities:
1. Log date and time of receipt; nature of inquiry; source of inquiry; Customer identity when appropriate; information requested; disposition; response date and time; and any Fulfillment actions for tracking, quality control, and analysis.
 2. Numbering options (Auto numbering, prefixing etc.).
 3. Track activities and send notifications, alerts, and emails related to appointments, call logs, documents, emails, notes, tasks, follow-up actions, To-do lists, follow-up activities and changes.
 4. Add notes (Rich text editor, Assign label/Tags) and attachments.
 5. Manage actions (Edit, Modify, Save as PDF, Convert to invoice). No records shall be deleted.
 6. Enable upload and email of documents.
 7. Custom attributes (Check box, dates, number, drop down values etc.)
 8. Have attributes for problem, status, resolution, priority, severity codes and customizable codes.
 9. Have advanced search and sort features for reporting (Eg. by date range, Customers, activities, summary, etc.).
 10. Create message templates for standard responses.
 11. Create customizable workflows that will enable DHR Administrations to manage, track, assign, and store tasks. Workflows must also include approval processes, including allowing multiple Users to track tasks and trigger alerts when a task moves through the approval process.
- N. Provide standard and advanced reporting features such as:
1. Auto-generate/schedule reports

2. Produce User defined reports
 3. Track answered and unanswered Customer inquiries and FAQ's
 4. Export reports in different formats such as Excel or PDF
- O. Provide a customizable web-based interface for work forms that is publicly available and accessible via the internet online that will permit Customers to:
1. Submit information as requested which is to be recorded in the CRM.
 2. See the status of their online requests and update their data on forms to populate the address book.
 3. Manage web forms for Administration specific activities.

3.4 Functional Requirements

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

3.4.1 Facility

- A. Provide a single facility located within the State of Maryland that meets standards established under the Americans with Disabilities Act (ADA) and IRS Special Publication 1075 for Physical Security Minimum Protection Standards (<http://www.irs.gov/ub/irs-pdf/p1075.pdf>). A copy of the signed facility lease shall be provided to the State Project Manager no later than thirty (30) Calendar Days after Contract Commencement (**See Section 3.12.2 (1)**). No later than sixty (60) Calendar Days after Contract Commencement, the facility will be inspected by the State Project Manager and designated DHR staff to ensure that the below requirements are met. The Contractor's facility shall:
1. Provide sufficient equipment, furniture, telephone and data connectivity for Contractor's staff to operate the CSC in accordance with the RFP.
 2. Have an ADA compliant Telephone Device for the Deaf (TTY/TDD), which requires that the same services be made available to all Customers despite disability.
 3. Have a wall mounted display (42 inches or greater) of real-time dashboard accessible to CSC staff to monitor the CSC activity, such as, number of calls in queue, wait time, availability of CSRs, number of active supervisors, etc.
 4. Maintain adequate staff to respond to Customer calls during Normal Business Hours, peak hours, and periods of heavy call volumes, except on State Holidays or weather emergencies declared by the Governor and approved by DHR (Refer to

<http://dbm.maryland.gov/employees/Pages/StateHolidays2014.aspx> and <http://dbm.maryland.gov/employees/Pages/WeatherRel.aspx>.

5. Provide uninterrupted services in the event that any telephone line(s) stop(s) working; in such event the entire CSC shall continue to function.
- B. Permit individuals designated in writing by the State Project Manager access to inspect the Contractor's operations. Such individuals may include, but are not limited to, Federal officials and auditors, State officials and employees, and visitors approved by the State Project Manager. On the basis of such inspection, specific measures may be required if the Contractor is found to be noncompliant with Contract requirements.

3.4.2 Policy and Procedure

- A. Be responsible for following all DHR Department policies and operate the CSC in accordance with Federal and State regulations, using Scripts provided by and approved by the State Project Manager. Each Administration's current Scripts and Desk Reference Guides will be made available to the Contractor fifteen (15) Calendar Days after the Contract Commencement.
- B. Provide a Contractor Internal Operating Procedures Guide to be distributed to employees assigned to work under this Contract. The Guide shall describe the company's policies and internal operating procedures. The Contractor shall present the Guide to the State Project Manager for approval no later than ninety (90) Days after NTP and shall incorporate any required changes within the next fifteen (15) Days. A review and needed updates to this guide shall be done at least every six (6) months.

3.4.3 Customer Satisfaction

- A. Conduct monthly automated Customer Service Surveys regarding Customer satisfaction with both the IVR and CSR services. The surveys shall allow the Customers to rate the quality, timeliness, and other service delivery elements carried out by the Contractor under the Contract.
- B. Provide monthly and quarterly reports on the survey findings to the State Project Manager. Upon review of the survey, the Contractor may be required to submit a Corrective Action Plans (CAP), as directed by the State Project Manager to mitigate problems.
- C. Maintain a log and record of all recommendations for continuous improvements in CSR Scripts, FAQs and IVR Scripts. This log/record is to be maintained in the CRM database that will be continuously available for review by the State Project Manager and other designated Department personnel.

3.4.4 Meetings

- A. Attend monthly status meetings via teleconference, or as requested, and quarterly face-to-face meetings to address issues related to on-going operations and continuous improvement of the CSC. The Contractor shall provide a conference bridge number for teleconferencing.
- B. Maintain weekly communications with the State Project Manager to provide current information on CSC operations, including but not limited to: planned activities, procedural changes, call trends, challenges, emergencies and coverage for short and long term absences of staff members with Administrations subject matter expertise.

3.4.5 Correspondence/Document Processing Services

DHR utilizes an Electronic Content Management System (ECMS) provided through a document-imaging contractor. The CSC Contractor shall:

- A. Use the DHR ECMS to process documents that are required to be part of the Customer's Case record or that require a WO. This includes entering the appropriate data, identifying Correspondence by document type, and scanning documents into the ECMS.
- B. Purchase all required ECMS hardware, software licenses, and maintenance from DHR's current ECMS provider. Images are scanned at 300 Dots per inch (DPI) resulting in a single image of 56 KB. DHR estimates the CSC will scan approximately 100 documents per day; however, the Contractor shall scan any number of documents needed without additional cost to DHR, regardless of the actual number. The Contractor shall factor this into its infrastructure to ensure adequate bandwidth.
- C. Store the paper documents for a minimum of five (5) years after the Contract end date in accordance with the storage guidelines identified in IRS Publication 1075 available at (<http://www.irs.gov/pub/irs-pdf/p1075.pdf>).

3.5 Technical Requirements

The Contractor's CSC and Call Management System (CSC System) will interact with the DHR systems (**See Attachment P**). The Contractor shall ensure all components of the CSC services, IVRS, ACD, CRM and CSR (**Section 1.2.26**), are built on a technical infrastructure that is fully securitized and ensure uninterrupted high quality and robust operational efficiency to meet Customer satisfaction and business continuity. The Contractor shall:

3.5.1 General

- A. Purchase, obtain, install, program and maintain necessary automation hardware (personal computers, printers, phones, facsimile machines, etc.) and software to inquire, update, and transmit data files to DHR systems as required by the State. **See Attachment S** for

DHR standards.

- B. Upgrade hardware, software and other related systems, including communication systems as needed and at the expense of the Contractor. All components of the CSC systems must be kept current with industry standards and shall be backwards compatible. This includes functionality across common web-browsers (i.e. Internet Explorer, Firefox, Chrome, Safari, etc.).
- C. Ensure quality control of electronic transmissions and any back-up tapes or files.
- D. Ensure security for data transfers to DHR as specified in the RFP (**See Section 3.5.2**).
- E. Purchase, install, and maintain a dedicated data circuit (minimum of 10 mbps) to terminate from the Contractor's location to DHR's Primary Headquarters (SSC Primary), 311 West Saratoga Street, Baltimore MD 21201. As a backup, install a dedicated data circuit (minimum of 10 mbps) to terminate from the Contractor's location to Department of Human Resources Information Service (DHRIS), 1100, Eastern Blvd, Essex, MD 21221. Should this location change the Contractor will be responsible for costs associated with moving the circuit.
- F. Develop and maintain a Section 508 compliant web-based Correspondence workflow process to facilitate electronic Correspondence between Customers and DHR in compliance with the Federal Guidelines for Web Accessibility, available at www.section508.gov.
- G. Provide a multi-factor authentication mechanism for any Customer facing system and/or services based on NIST Special Publication 800-53 revision 4 or later located on <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>.
- H. Complete requests for system changes and/or access as the result of legislative changes, service changes, lawsuits, etc. no later than two (2) Business Days after the request by the State Project Manager or designee, unless there is a sufficient reason for further delay. In case of a delay, the Contractor shall get a written approval from the State Project Manager on the new timeline.
- I. Update the Customer's information on the State's automated systems via electronic transmission of data through the software product designated by the State. This electronic transmission must be done daily.
- J. Establish the CSC System on a server used for the centralized database, which shall include the type of storage (Eg. RAID-5), provisions for controller redundancy, and mean times between failures of the processors and the disk subsystem. At a minimum, the centralized database shall be able to continue operations if any single storage component fails.

- K. Maintain a System that is capable of supporting the archiving, retrieval, and purging of data. The CSC System shall be kept in an online mode during the length of the Contract except for archiving, retrieval and approved maintenance. Callers must be able to continue receiving information during CSC System updates. **(See Section 3.5.6.1 Business Continuity Plan).**
- L. Provide controls for testing new data and maintain an IVR Control Log.
- M. Ensure hardware/software meets or exceeds DHR standards. Hardware/software must also be kept current with manufacturer and industry standards. All software must be maintained at the current version.
- N. Interface with DHR systems to provide authorized callers with Case specific information, such as child support payment receipt and disbursement information, Food Stamp Issuance information, etc.
- O. Ensure the Contractor's equipment meets or exceeds DHR's standards for virus protection and security.
- P. Ensure all Web portions of the system comply with IRS standards. (Refer to <http://www.irs.gov/pub/irs-pdf/p1075.pdf>.) At a minimum, ensure technical support is available 12 hours a day on Business Days.

3.5.2 State IT Security and Policy Standards

The Contractor shall:

- A. Comply with and adhere to IRS Special Publication 1075 and NIST 800-53 controls for systems classified at moderate level.
- B. Comply with and adhere to the Department of Information Technology (DoIT) IT Security Policy and Standards and any accompanying State and federal regulations.

NOTE: These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the Maryland State IT Policy and Standards are available on-line at <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>.

3.5.2.1 DHR IT Security Requirements

Failure to comply with State security requirements on the part of the Contractor or any of its employees or subcontractors may be regarded as a breach of the Contract and may be followed by termination for default.

All information and telecommunications systems must be secure from unauthorized access and use. Access to the CSC and DHR systems, including but not limited to written Correspondence, shall be limited to only those personnel who are authorized to support a given task. The Contractor shall maintain a listing of those employees with authorized access as described below. When designing system security, the Contractor shall address factors including, but not limited to:

- A. Facility: Ensure the CSC facility is completely securitized and protected from unauthorized access, misuse or loss of any DHR data.
- B. Information systems - Ensure that all information handled by computer systems is protected against unauthorized access, misuse, fraud, misappropriation, espionage, sabotage, and inadvertent or deliberate compromise.
- C. Telecommunications systems - Ensure that telecommunications security is sufficient to protect all incoming and outgoing calls and electronic inquiries/responses, and all data collected from these activities from unauthorized access or loss.
- D. Software applications and databases - Access to software applications and Databases is limited to only those personnel who are authorized to support a given task. Such restriction is accomplished through the use of customized menus, User log-on identification codes, operator-defined password protection, and/or automatic timeout values. The Contractor shall use expiration dating as a method of password security maintenance.
- E. System testing - System testing is performed on a regular basis to monitor adherence to, and compliance with, all stated security measures. The Contractor shall submit a Security Plan that includes a Security Test Plan for the overall facility no later than thirty (30) Days after the NTP.
- F. Audits - The Contractor shall be subject to periodic system audits in the same manner and fashion as conducted by the State. Such audits shall relate to both Contractor-provided systems and Contractor's use of State-provided data under this Contract. Examples of such audits include Legislative and security audits (including site visits by the Internal Revenue Service), generation of active employee listings to verify User identification maintenance practices, retrieval of User activity reports and archived security information, and demonstration of monitoring, collection, storage, and controlling access to usage data.
- G. Ensuring that access privileges are verified by an employee's supervisor at least once every 6 months.
- H. An automated process to ensure that CSC computers lock after fifteen (15) minutes of inactivity and the CSC System times out after a period of fifteen (15) minutes of inactivity where feasible.

- I. Ensuring that access rights reflect changes in CSC team status within twenty-four (24) hours of the change.
- J. Ensuring that all system access is disabled no later than one (1) hour upon a change in employment status.
- K. An automated or documented process to ensure that User IDs are disabled after sixty (60) 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 greater than one (1) year.
- L. Ensuring current updated virus software and virus definition files that are enabled to perform real time scans are maintained on all Contractor-supplied hardware.
- M. Ensuring that all default access capabilities are removed, disabled, or protected to prevent unauthorized use.
- N. Encrypting backed up media at rest.
- O. Developing a Security Plan that meets Systems Security chapter of the FNS Handbook 901: <http://www.fns.usda.gov/apd/fns-handbook-901-advance-planning-documents> including assessments no less than biennially, written reports, and completion of any mitigation plans. The plan shall also include a clearly defined process for:
 - 1. Security Incident response as described in NIST Special Publication 800-61 Revision 2 (<http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-61r2.pdf>) Computer Security Incident Handling Guide until complete containment of the security breach.
 - 2. Notification Procedures: The Contractor shall notify the State Project Manager via email within four (4) hours on all attempts, whether successful or not, to breach the physical security of the facilities or primary data centers where the work is performed, or any related telecommunications and information systems that support each task. In rare instances, the Contractor may receive calls that threaten the well being of the Department and/or other personnel or property. The Contractor shall report such calls promptly after receipt to the appropriate law enforcement agency and State Project Manager.

3.5.2.2 Contractor-owned Computer Equipment

- A. Except as provided herein, the Contractor shall not connect any of its own equipment to DHR's LAN/WAN without prior written approval by the State Project Manager. Examples of equipment would include, but not be limited to, PCs, printers, routers, switches and servers, and thumb drives.
- B. If Contractor equipment is connected/added to DHR's LAN/WAN without the approval

of the State Project Manager, DHR shall have the right to confiscate that equipment without notice to the Contractor.

- C. The Contractor shall provide a Cisco access device at each location, (one each at SSC Primary and DHRIS) in conjunction with the data circuit specifications in **Section 3.5.1(E)**.
- D. OTHS will have full control of the Contractor supplied network equipment, including but not limited to physical and remote access and configuration control.
- E. The Contractor shall work with OTHS' technical team during any maintenance, upgrade and updates to the supplied network equipment and during any troubleshooting and performance issues towards resolution.
- F. Future expansion of connectivity components (equipment, circuits etc.) upgrades or additional peripherals for the Contractor supplied access equipment will be at the Contractor's expense.

3.5.2.3 DHR Network Requirements

The Contractor shall meet or exceed DHR's current network security requirements, as follows:

- A. 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.
- B. Enter into a connectivity agreement with DHR. The agreement shall include, but not be limited to, the following:
 - 1. Security settings must be maintained to meet or exceed State security standards.
 - 2. Once established, no security provisions for firewalls, client, and server computers shall be modified without written approval from the State Project Manager.
 - 3. Dialup modem use is specifically disallowed while attached to the State network.
 - 4. Prohibit the installation or utilization of remote control or file sharing software unless explicitly approved **in writing** by the State Project Manager.
- C. Confidentiality of Data and Systems – The Contractor shall not grant access to information Resources without the written consent of the State Project Manager.
- D. Encryption – The CSC system shall provide secure access to the data using SSL encryption not less than AES 256. All communication between various systems within the CSC solution should be encrypted and firewall protected.
- E. Auditing –All changes to information in the CSC system shall be 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.
4. Emergency actions performed by support personnel and highly privileged system and security Resources.

F. The audit trails shall include at least the following information:

1. Date and time of event
2. User ID of person performing the action
3. Type of event
4. Asset or Resource name and type of access
5. Success or failure of event
6. Source (terminal, port, location, IP address) where technically feasible
7. Identification and authentication processes

G. At a minimum the following events shall be reviewed at least once a year (no later than thirty (30) days after the end of a Contract year) to ensure system/network security requirements are met:

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 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.

H. Notify the State Project Manager of one (1) or more issues identified from the review that had not been noted previously, with a corrective action plan to ensure reoccurrences to do continue.

I. Installing all applicable security patches and/or hot-fixes recommended by the respective hardware or software vendor within thirty (30) Days depending on the severity. Critical patches must be applied within two (2) Business Days. The Contractor shall disable services and applications not serving CSC business requirements.

J. The CSC system shall:

1. Restrict by access control lists services and applications not available for general access.
 2. Manage User interfaces, data access, and report generation by role based privilege settings to ensure that DHR Customers, vendors, Contractors and staff have secure access to the appropriate data with significant access and processing restrictions to each User category/Customer/job function.
- K. Participating in an annual review of standards, processes, logs, and configurations with OTHS.
- L. All communications from the system that contain confidential information shall use encryption whenever storing or transmitting confidential data.
- M. Protecting confidential information from disclosure and unintended recipients.
- N. No data shall be used for any purpose other than as mentioned in this RFP.
- O. Liability for loss of confidential information in the event of a security breach, including providing free credit monitoring services for those affected for a period not less than one (1) year. However, if during the course of this Contract State or Federal law changes requiring further restitution, the Contractor shall be responsible for any compensatory changes related to the loss.

3.5.3. State Sites Security

When visiting State facilities, the Contractor (includes all persons who is an employee or agent of the Contractor or subcontractor(s)) shall adhere to all State security requirements. This includes presenting photo identification, providing information for the obtaining of State-issued Contractor badges, and wearing Contractor issued and State issued security badges prominently when inside State facilities and presenting identification upon request at any time.

The Contractor shall:

- A. Abide by the State's policies and procedures in force at each site.
- B. Not install or attach any of its equipment to the State LAN/WAN without express written permission from the State Project Manager. An authorization may be obtained that would permit the Contractor to use required diagnostic tools to identify and resolve issues.

3.5.3.1 Independent Audits

Service Organization Control (SOC 2)

- A. The Contractor shall engage an **independent** auditing firm to conduct an annual SOC 2

Type 2 Report (referred to as the “SOC 2 Audit”) of the Contractor’s CSC operations and computer systems software and hardware that host the DHR’s IVR, ACD, CRM and CSR information. The SOC 2 Audit is to be performed in accordance with audit guidance: **Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy** (Guidance) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time; or according to the most current audit guidance promulgated by the AICPA or similarly recognized professional organization to assess the security of client data in an outsourced or cloud computing arrangement. Audits shall be performed at the Contractor’s expense.

B. The Annual SOC 2 Audit shall include:

1. A description of the Contractor’s system and the suitability of the design and operating effectiveness of controls relevant to one or more of the following trust principles [Security, Availability, Processing Integrity, Confidentiality, or Privacy] as defined in the aforementioned Guidance.
2. The identity of subcontractors that provide essential support for the services provided under the Contract. The Contractor shall have the right to audit each subcontractor’s performance pursuant to the SOC 2 Audit.
3. Subcontractors in which goods or services are subcontracted by the Contractor and that provide essential support for the services provided under this Contract.

3.5.3.1.1 SOC 2 Audit Failure Condition

- A. If the Contractor fails at any time to obtain an annual SOC 2 Audit during the term of this Contract, the State Project Manager shall have the right to retain an independent audit firm to perform a SOC 2 Audit of the Contractor’s CSC operations and computer systems software and hardware that hosts the DHR’s IVR, ACD, CRM and CSR information. The Contractor shall allow the independent audit firm to access its facility for purposes of conducting the SOC 2 Audit, and provide reasonable support to the independent audit firm in the performance of the audit. In this event, the State Project Manager will invoice the Contractor for the expense of the SOC 2 Audit.
- B. The independent external auditing firm, as approved by the State Project Manager, shall have prior experience in conducting SOC 2 Audits. Except for the final Contract year that is addressed in **Section 3.5.3.1.1 (c)**, the audit reports will be due to the State Project Manager six (6) months after the end of each Contract year.
 1. In the event that deficiencies are identified in the SOC 2 Audit requiring a Corrective Action Plan (CAP), the State Project Manager will notify the Contractor in writing no later than thirty (30) Calendar Days after the deficiencies are identified.

2. The Contractor shall submit the CAP to the State Project Manager no later than seven (7) Business Days after written notification that the CAP is required. The Contractor's CAP shall describe in detail the remedial actions that will be taken by the Contractor to resolve the deficiencies and the time line (begin and end dates) for completing each action
- C. A complete copy of the final SOC 2 Audit shall be provided by the external auditing firm directly to the State Project Manager and Contractor thirty (30) Days after the end of the Contract.

3.5.3.2 Confidential Information Security Requirements

Confidential Information is non-public information that if disclosed could result in a high negative impact to the State of Maryland, its employees or citizens and may include information or records deemed private, privileged or sensitive. This includes but is not limited to information that contains PII, Social Security Numbers (SSN), Names, Phone Numbers, Address, and Date of Birth. This information shall be secured as follows:

- A. The Contractor shall adhere to the **IRS Safeguards Program** requirements available online at <http://www.irs.gov/privacy/article/0,,id=177651,00.html> and those outlined in DHR Administrations' **Annual Internal Revenue Service (IRS) Employee Awareness (Attachment V)**, maintaining federal Policy and Guidelines, IRS Security of Confidential Information, Official Documents, Tax Data, Personnel and Property, Section 30.6.1 (http://www.irs.gov/irm/part30/irm_30-006-001.html).
- B. Confidential or sensitive data should not be placed on any application servers, database servers, or infrastructure components that permit direct access from the Internet. Components that meet these criteria must be placed behind a demilitarized zone (DMZ) where they are not accessible from the Internet and can only interact with DMZ components through a firewall.
- C. Implementing cryptographic solutions (encryption) when the confidentiality or sensitivity of information must be maintained while a message is in transit between computing devices and when confidential or sensitive information is stored in a file or database.
- D. Establishing 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.

3.5.4 Password Requirements

The CMS shall require a secured login and password to access to 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) Days. Three failed attempts per User to access or modify security files, password tables or security devices shall lock out the User account.

A. Passwords shall not:

1. Be the same as the User id
2. Be stored in clear text
3. Be displayed on the screen
4. Contain leading or trailing blanks

B. Passwords shall:

1. Be a minimum of eight characters and consist of mixed alphabetic, special character and numeric characters
2. Not consist of all numbers, all special characters, or all alphabetic characters
3. Be changed no less than every forty five (45) Days for Administrative passwords
4. Replaced, at a minimum, every ninety (90). Automatic mechanisms shall prompt Users of this requirement.
5. Be disabled and accounts closed for non-use after ninety (90) Days.

3.5.5 System Troubleshooting

The Contractor shall:

- A. 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, must be reported to the State Project Manager within one (1) hour upon detection.
- B. Notify the State Project Manager within one (1) hour of the detection of any disruptions in service caused by Department personnel, including e-mail and internet connectivity.
- C. Request by email approval from the State Project Manager no less than two (2) calendar weeks in advance of any planned Service Outages that may affect the availability of the CSC system or SLAs, and describe alternate plans to maintain the availability of the CSC system. The State Project Manager will respond to the request via email.
- D. Request by phone and email, approval from the State Project Manager no less than two (2) hours in advance of any unplanned Service Outages that must be performed to maintain or restore system availability. The State Project Manager will respond to the request via phone or email.

3.5.6 Business Continuity and Disaster Recovery

With DHR's reliance on data and applications, the priority is high in terms of protecting and recovering irreplaceable information and systems. According to the Maryland Administrative

Code, Executive Order 01.01.1991.02

“<http://www.dsd.state.md.us/comar/getfile.aspx?file=01.01.1991.02.htm>”, State of Maryland Emergency Management Policy, in the event of a disaster, DHR’s desired state to preserve Business Continuity is as follows:

- A. All critical applications shall experience data loss not to exceed 12 hours, within one (1) Business Day of entered data; and
- B. Each critical application shall be restored within two (2) Business Days to performance levels equal to or better than those experienced prior to the moment the disaster occurred.

The Contractor shall establish a Business Continuity Plan (BCP) and Disaster Recovery Plan (DRP) for the CSC by providing back-up sites with redundant power and multiple network carriers that allow the CSC to have redundancy and avoid interruption of any service provided for this Contract. The facility shall contain a battery back-up and/or generator to sustain electrical power for at least eight hours.

3.5.6.1 Business Continuity Plan (BCP)

Business Continuity (BC) is the effort within DHR to ensure that primary mission-essential functions continue to be performed during a wide range of emergencies, including localized acts of nature, accidents, and technological or attack-related emergencies.

The Contractor shall:

- A. Have a process by which all ongoing activities related to disaster recovery and business continuity shall be monitored, maintained, and reported upon for the duration of the Contract.
- B. Test its business continuity processes at least semi-annually and as necessary to ensure ongoing operational effectiveness.
- C. Ensure the BCP adheres to the State DR Plan guidelines available on the DoIT website “<http://doit.maryland.gov/support/Pages/SecurityDisasterRecovery.aspx>” and shall address the overall strategy as described in this section. At a minimum, the draft BCP shall be submitted with the Offeror’s Proposal and shall include:
 - 1. IT Disaster Declaration Criteria;
 - 2. Disaster Team Structure, Recovery Team Functions, Roles and Responsibilities;
 - 3. Participation Requirements (Contractor/DHR personnel);
 - 4. Security Measures and Procedures;

5. Strategy to Assure Minimal Data Loss;
6. Strategy to Assure Continuity of Operations;
7. Levels of Response;
8. Priorities and Procedures;
9. Required Authorizations; Decision Criteria;
10. Key Documentation/Deliverables;
11. Notifications and Reporting;
12. Event Logging;
13. Recovery Activities and Procedures;
14. Impact to Services;
15. Return to Usual Technical Operations – specific to each DHR system and functional area;
16. Return to Business Operations – recommendations for restoration of key business functions;
17. Sign-off and Acceptance Criteria;
18. Training;
19. Testing, Semi-annual Testing Schedule, Test Results Report Distribution;
20. Risk Management; and
21. Other options as applicable

D. Submit the Back-up Facility Initial Test Results no later than seventy-five (75) Days after the NTP.

E. The final BCP shall be delivered to the State Project Manager no later than one hundred twenty (120) Days after the NTP. The Plan shall be updated at least every six (6) month or as directed by the State Project Manager.

3.5.6.2 Disaster Recovery Plan (DRP)

Disaster Recovery is the process of regaining access to the critical DHR data, hardware and software necessary to resume key business operations following a wide range of emergencies, including localized acts of nature, accidents, and technological or attack-related emergencies. DHR's reliance on mission-critical data and applications is the highest priority in terms of protecting and recovering irreplaceable information and systems.

The Contractor shall:

- A. Provide a working 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 subcontractor's facilities. Also, the Contractor and subcontractors shall be able to continue providing all services required by the Contract in the event of an extended disruption of operations at DHR, which causes DHR to implement its disaster recovery plans. That is, the Contractor and subcontractors shall be able to continue interfacing with DHR, personnel and equipment (e.g. websites) at DHR's disaster recovery sites once they are operational.

The DRP shall include an explanation of what the Contractor shall do if its facilities are damaged by fire, wind, water, or any other act, and the Contractor is unable to conduct business. The Contractor shall have the ability to have the CSC up and operating within 48 hours after such disaster or emergency.

- B. Ensure 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>;)
<http://doit.maryland.gov/Publications/stateofmarylanddisasterplanning.pdf>; and, NIST SP 800-34 Contingency Planning Guide for Federal Information Systems :Moderate Impact System
- C. Provide a comprehensive strategy for ensuring the preservation and availability of DHR's critical data in the event of a disaster and ensuring that data can be restored with a loss of no more than one (1) Business Days' worth of data or less (the equivalent of twelve (12) hours of processing).
- D. Provide a comprehensive plan for implementing network connectivity between critical DHR facilities (two locations in addition to the SSC primary location – Section 3.5.1.E) and the proposed back-up site(s) to be used for any disruption of operations for more than twenty-four (24) hours. The back-up site(s) shall be located more than 50 miles from the primary facility.
- E. Deliver the DR plan to the State Project Manager no later than seventy five (75) Days after the NTP. The DR plan shall be reviewed and updated at least once a year or as directed by the State Project Manager.

3.5.7 Back-up Requirements

The Contractor shall establish Direct Access Storage Device (DASD) Management services. The Contractor shall perform automated backup management functions of all systems (CRM, ACD, IVR) both on- and off-site. The Contractor shall:

- A. Monitor, log and track all media in accordance with IRS Publication 1075 Guidelines. This shall include physical media movement in and out of the CSC, off-site vault storage, media rotation with the media storage provider, and tracking media returns.
- B. Ensure media destruction procedures meet or exceed IRS Publication 1075 Guidelines, including degaussing, crushing and shredding, to assure that no data is retrievable.
- C. Be responsible for system data back-up requirements, which include periodic off-site vaulting of data on media, cataloging off-site content, retrieving back-up media and restoring data from the back-ups.
- D. Provide DHR the capability to monitor media management operations, mailing and receipt control, and compliance with retention and storage requirements. Ensure that authorized DHR representatives and/or auditors shall be granted access to inspect storage areas.
- E. Perform nightly, weekly, and monthly back-ups on all Contractor systems and State data between 7:00 p.m. and 7:00 a.m. to meet the Contractor's proposed production-processing schedule. The Contractor shall submit a monthly Backup Requirement Update Report.
- F. Ensure data integrity so that completed transactions are not lost due to outages, system failures, etc. In long-running transactions, such as when a CSR needs to navigate several screens of data entry, there should be interim checkpoints that save the transaction so that it may be re-entered from the last checkpoint if the transaction wasn't completed prior to the failure. This includes ensuring media is reliable and read/write errors are avoided.
- G. Ensure equipment is properly cleaned and maintained at the required intervals to minimize problems and outages.
- H. Ensure adequate supplies for the media environment are maintained and sufficient to fulfill all CSC needs.
- I. Retrieve archived media and restoring required files and datasets as directed by the State Project Manager within one (1) Business Day of notification as detailed in Section 3.5.8 Table 1, Item 2.

The Contractor shall report media utilization to the State Project Manager as part of the monthly status report.

3.5.8 Technical - Support Services & Service Level Agreements

The Contractor shall make available personnel Resources for phone and on-site support during Normal Business Hours to provide technical support. The Contractor shall provide service at or above the defined service level performance standards – referred to as the Service Level

Agreements (SLA), Section 3 - Table 1, below. Failure to meet SLAs may result in DHR requiring the Contractor to submit a CAP. (See Section 3.7.1 - Corrective Action Plan)

Section 3 - Table 1: Service Level Metrics – Hardware & Software Solution Availability

REQUIREMENT				
The Contractor shall comply with the following system service levels as dictated by the metrics below.				
DHR Service Level Metrics – Common Services				
	System Metrics	Section	Measure (Standard)	Severity Level
1.	System & File Restoration (In the event of a disaster)	Section 3.5.6 Business Continuity and Disaster Recovery	Complete 95% of file restoration within forty-eight (48) hours of the disaster event, and the remaining 5% within seventy two (72) hours of the disaster event.	Critical
2.	System & File Restoration (upon request)	Section 3.5.7 (I) Back-up Requirements	Complete 95% of file restoration within four (4) hours of notification, and complete 100% of file restoration within one (1) Business Day.	Critical
3.	Backups – As Scheduled and Accurate	Section 3.5.7 Back-up Requirements	99% of the time.	High
4.	IVR, CRM, and ACD Availability	Section 3.2 CSC Services & Requirements	99.9% of the time	Critical

* See Section 3.6, Table 2 for a description of each Severity Type.

3.5.9 Incident & Problem Escalation Procedure

The Contractor shall:

- A. Maintain an Incident and 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.
- B. Provide its Incident & Problem Escalation Procedure to the State Project Manager at the Post Award Kick-off Meeting, and no later than ten (10) Business Days after the start of each Contract year, and no later than ten (10) Business Days after any change in circumstance which changes the Procedure. The Incident and 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 and Problem Escalation Procedure.

3.5.10 Policies, Guidelines and Methodologies

The Contractor shall comply with all applicable laws, regulations, policies, standards and guidelines affecting this RFP's services, which may be created or changed periodically. The Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- The State's SDLC methodology at:
<http://doit.maryland.gov/SDLC/Pages/SDLCHome.aspx>
- The State Information Technology Project Oversight at:
<http://doit.maryland.gov/policies/pages/projectoversight.aspx>
- The State of Maryland Enterprise Architecture Library at:
<http://doit.maryland.gov/policies/Pages/eaAbout.aspx>
- IRS Tax Information Security Guidelines - Special Publication 1075
<http://www.irs.gov/pub/irs-pdf/p1075.pdf>

3.6 Performance Standards

The Contractor shall provide a CSC System that, at a minimum, meets the performance standards consistent with the requirements of this RFP. Unreliable operation of DHR’s systems causes stress to the Customers of DHR and a strong negative impact on the reputation of the State of Maryland.

As a result, it is critical that the Contractor understands DHR’s expectations for levels of system availability and timeliness of service and system performance. The Contractor’s performance on the levels of service, quality and efficiency shall be assessed based on the performance standards set forth in the Table 3 below.

The Contractor shall take all steps reasonably necessary to rectify any identified deficiencies related to the CSC’s performance.

Section 3: Table 2 – Severity types of non-compliant events/incidents.

Severity Type	Description (Refer to Sections 3.6 Performance Standards and 3.12 Deliverables)
Critical	Any event/incident or a series of events that directly causes an outage or downtime of DHR’s business operations (i.e. CRM, Phone lines, Servers, etc.)
High	<ol style="list-style-type: none"> 1. Any event/incident or a series of events that could potentially affect business operations like Personnel/Training/Compliance/SLAs, etc. 2. Any event/incident or a series of similar incidents where CSC does not adhere to the Administrations Desk Reference Guides. 3. Any reoccurring incident that impacts DHR’s ability to provide services within the time frame and standards defined in Sections 3.6 and 3.12.
Medium	Repeated failure to meet the performance standards set forth in Section 3.6 , which results in increased workload for DHR staff.
Low	Any event or incident that does not fall into any of the above categories.

3.6.1 Service Level Agreement (SLA)

Section 3 - Table 3: CSC Performance Measures and Metrics

#	Performance Category	Description	Quantitative Performance Measures	Service Level Target 24 Hours and 365 Days Per Year	Severity Type
Service					
1	Active Toll Free Number	Ability of the IVRS to answer all calls coming in through the toll free number	Availability	Greater than 99%	Critical
2	IVRS First Response Time	Maximum time taken for IVRS to respond to an incoming call	Within four (4) rings	Greater than 99%	Critical
3	IVR Call	Ability for the IVR to take all incoming calls	No answer	Less than 1%	Critical
4	IVR Wait Time Message	Message prompt by the IVR when call wait time exceeds 4 minutes	Prompt message availability within 240 seconds	Greater than 99%	High
5	IVR Call-back Option Prompt	If Customer chooses for a Call-back in the same order of priority in the ACD	Prompt CSC Call-back according to ACD order of priority	Greater than 99%	High
6	IVR Call Transfer	Ability of the IVR to keep the call active from the time the caller calls to the time the call is closed	Uninterrupted transferability, call continuity and responsiveness	Greater than 99%	High
7	Abandoned Calls	The maximum tolerance of total calls abandonment at any given point in time that can happen in the IVRS or when a CSR is already in communication with the caller and the call drops	Percentage rate	Less than 1%	High
8	Hold time	Time that a caller is put on hold before CSR checks back with the caller	Less than 120 Seconds	Greater than 99%	Medium
9	CSR Call Handling	Time taken by a CSR to complete a call with a Customer	Average Call Handling Time	Less than 300 seconds	Medium
10	Real-time	Monitoring technology to	Availability	Greater than	Low

	Dashboard	enable DHR to access data displaying real time CSC activity (call volume, number of calls in queue, waiting time, available staff, etc.)		99%	
Quality					
1	Call Resolution	Ability of the IVR and CSR to resolve a call at the first instance based on CSR call resolution expectations defined in the Administrations Desk Reference Guide.	First-Call Resolution	Greater than 90%	Medium
2	Call Transfer	Calls transferred to the CSR from the total calls coming into the IVR. (IVRS is required to resolve more than 75% of the incoming Customer calls)	Transfer rate	Less than 25%	Medium
3	CSC Accuracy of Information based on Administrations Desk Reference Guide	<p>Errors occur when Contractor fails to:</p> <ul style="list-style-type: none"> a. Properly update system Case log and addresses b. Provide accurate information to callers and to the DHR staff c. Properly redirect callers d. Prepare requested materials in a correct and timely manner for mailing 	Error rate of total calls at any given time	Less than two percent (2%)	High
4	Inbound Outbound Call-back Ratio	The ratio of the number of calls that come into the CSC in relation to the number of Call-back requests from Customers.	Percentage	1%	Low
5	Customer Satisfaction	Rate the quality, timeliness, and other service delivery elements carried out by the CSC. Criteria for consistent quality of Customer	Monthly random sampling and survey	Greater than 80% of sample to fulfill Meets or Exceeds Expectations	Medium

		satisfaction <ul style="list-style-type: none"> • Exceeds Expectations • Meets Expectations • Below Expectations 		criteria	
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Efficiency					
1	After-Call Work	Time required by CSR to wrap up the call with all necessary inputs and updates into the system before taking the next call	Average After Call Work Time / Wrap Up Time	Less than 120 seconds	Low
2	Customer Complaint Level 1	The rate of complaints against the CSC staff	Percentage of calls escalated to CSC Supervisors	Less than 5%	Medium
3	Customer Complaint Level 2	Any problem or complaint that the CSC Supervisor was unable to resolve in Level 1.	Percentage of calls escalated to DHR	Less than 1%	High
4	Training Effectiveness Feedback	Survey to determine the effectiveness of the training and materials. This may range from program specific information, technical and soft skills conducted either by DHR or the Contractor.	Provide CSC training effectiveness feedback to State Project Manager on all training programs within 48 hours of completion of training	Greater than 99%	Medium

3.7 Quality Assurance/Quality Control (QA/QC)

The Contractor shall provide a QA/QC plan no later than forty-five (45) Calendar Days after the NTP. The QA/QC plan shall address the frequency, nature, and process for conducting quality assurance activities. The plan shall describe the methods, procedures and measures followed to implement quality installations, changes, and upgrades. The Contractor shall define how quality will be built into the services and how continuous improvement will be sustained and supported throughout the life of the Contract. Review and updates to this plan shall be done at least every six (6) months.

The Contractor shall:

- A. Provide documents and reports as requested by DHR (Refer **Sections 3.6 - Performance Standards** and **Section 3.12 - Deliverables**).
- B. Record 100% of calls, stored as secure and, compliant with IRS Special 1075 that will be selectively available for quality assurance purposes.
- C. Monitor one percent (1%) of all calls received by CSRs for quality control purposes. This percentage may be increased at the discretion of the Department based on the State, Federal and /or Legislative changes and requirements during the term of the Contract.
- D. Monitor one percent (1%) of all Case information updates made by CSRs in the DHR system. This percentage may be increased at the discretion of the Department based on the State, Federal and /or Legislative changes and requirements during the term of the Contract. In addition, the Department reserves the right to review all case information updates for accuracy.
- E. Recommend and implement operational improvements. Additionally, as directed by the State Project Manager, the Contractor shall conduct test calls and report results to the State Project Manager.
- F. Provide data on all key performance indicators as outlined in **Section 3.6 – Performance Standards**. The performance of the CSC will be based on the following:
 - 1. Service Measures
 - a. Accessibility – Blockage, Hours of operation, Abandons, Self-service availability
 - b. Speed of service – Service level, Average speed of answer, Longest delay in queue
 - 2. Quality Measures
 - Call handling Process – Telephone etiquette, Knowledge and competency, Error and rework rate, Adherence to protocol, First-call resolution rate, Transfer rate
 - 3. Efficiency Measures
 - a. Contact Handling – Average handle time, After-call work time, On-hold time
 - b. Resource utilization – Agent occupancy, Staff shrinkage, Schedule efficiency, Schedule adherence

3.7.1 Corrective Action Plans (CAP)

In the event that deficiencies are identified in any service or reporting deliverable, the State Project Manager will notify the Contractor in writing of the need to submit a CAP. The Contractor shall submit the CAP to the State Project Manager no later than seven (7) Business Days after notification. The Contractor’s CAP shall describe in detail the remedial actions that will be taken by the Contractor to resolve the deficiencies and the time line (begin and end dates) for completing each action. The State Project Manager will provide the Contractor a written

response, via email, no later than five (5) Business Days that either approves or disapproves the CAP.

In addition to the imposition of Liquidated Damages where applicable, if deficiencies continue, Contract termination may occur.

3.8 Staffing

3.8.1 Staffing Plan, Roles and Responsibilities

The Contractor shall:

- A. Identify and use accepted call center industry standards (i.e., Erlang-C) to provide a sufficient number of staff qualified to fulfill the requirements of this solicitation and shall adjust staff levels as call volumes fluctuate.
- B. Deliver a Staffing Plan with a detailed organization structure no later than fifteen (15) Calendar Days from the NTP. The Staffing Plan and organization structure shall be submitted every six (6) months or as needed by DHR.
- C. Hire, train, terminate and supervise such professional, paraprofessional and support personnel necessary to carry out the terms of this Contract.

3.8.1.1 Background Checks

- A. The Contractor shall ensure the safety and security of the State's facilities and data by performing background checks on its employees and subcontractors that are currently assigned or will be assigned to perform work under the Contract.
- B. The background checks shall be performed by recognized law enforcement agencies or qualified third parties only, including the Federal Bureau of Investigations (FBI), on an annual basis. The Department reserves the right to disqualify any employees or subcontractors of the Contractor whose background checks suggest conduct, involvement, and/or associations that the Department determines, in its reasonable discretion, are inconsistent with the performance and/or security requirements set forth in this Contract. The Department reserves the right to request the Contractor to perform additional background checks on the Contractor's employees and subcontractors.
- C. The Contractor shall bear all costs associated with the background checks. Additionally, the Contractor shall adhere to the following procedures:

1. All background checks shall be completed prior to the Contractor's employees start date, except that an employee or subcontractor may be placed in a pending status provided there are no red flags on the initial screen and the background check is completed no later than thirty (30) Days of the employees start date. As part of the background check, the criminal history check shall consist of, at a minimum, a federal and State check for felony and misdemeanor criminal convictions in all locations where the assigned employee has resided for the previous ten (10) years. Statewide county searches shall be performed in all states where such search mechanism is available. The criminal history check shall also include a check of available national and State sex offender registries.
2. Verify and validate each person's Social Security number and verify the identity and work authority of each person under United States immigration laws.
3. The Contractor shall not employ any individual who has a job relevant conviction for a felony or misdemeanor, or for whom a warrant is outstanding. The foregoing shall not apply to a minor traffic or moving violation (excluding reckless driving, hit and run, driving to endanger, vehicular homicide, or other criminal offense involving gross negligence, recklessness, intentional or willful misconduct while operating a motor vehicle), a conviction that has been legally expunged, or a conviction for a misdemeanor that occurred while the person was under the age of twenty-one years.
4. When conducting a criminal records check for felony and misdemeanor convictions, the review shall cover, at a minimum, 7 years from the date of conviction, end of parole, or release from prison, except in States that have specific statutory limitations. If a determination is made that the criminal record belongs to the person, and the person does not dispute the record's accuracy, at a minimum, the following factors shall be considered in determining suitability for employment:
 - Relevance of the conviction to the position sought
 - The nature of the work to be performed
 - Time since the conviction
 - Age of the candidate at the time of the offense
 - Seriousness and specific circumstances of the offense
 - The number of offenses
 - Whether the applicant has pending charges
 - Any relevant evidence of rehabilitation or lack thereof

- Any other relevant information, including information submitted by the candidate or requested by the organization.
5. The Contractor shall certify to the Department that a background check has been performed on each current and new employee and subcontractors under the Contract and that no negative findings were uncovered. The certification shall be submitted on the Criminal Background Check Affidavit (**See Attachment W**). Such certifications shall be renewed annually and sent via electronic mail to the State Project Manager at beginning of each Contract year.
 6. The Contractor shall, in its Contracts with all permitted subcontractors, ensure that the above background check requirements and procedures are included and met. Each subcontractor will be required to submit a Criminal Background Check Affidavit certification, as described in Section 5 above, to the Department. It shall be the responsibility of the Contractor to ensure that each subcontractor provides the required certification to the Department.

3.8.2 Key Personnel

Section 3 - Table 4 – Minimum Key Personnel Requirements

#	Position	Specification
1	Contractor’s Project Manager	<p>Responsibilities include:</p> <p>The Contractor shall designate an individual to serve as the Contractor’s Project Manager. This person shall be considered Key Personnel and is the primary point of contact during the entire term of the Contract.</p> <p>Duties and responsibilities include, at a minimum, overall oversight of day-to-day project operations ensuring that Contract objectives are met, providing input and recommendations regarding the CSC System and maintaining quality assurance and CSC responsiveness.</p> <p>Minimum Qualifications</p> <p>A Bachelor’s degree from an accredited college or university with a minimum of six (6) years’ experience in customer service call center operations. Substitution of experience for education may be permitted at the discretion of the State Project Manager.</p>
2	IT Specialist(s)	<p>Responsibilities include:</p> <p>The Contractor shall provide an IT Specialist or Specialists to be responsible for the following activities that include, but are not</p>

		<p>limited to, troubleshooting and resolving any issues or concerns that arise concerning the connectivity between the CSC and the Department's database systems. The IT Specialist(s) shall work with OTHS staff to resolve any connectivity issues with the Department's information systems and shall ensure that the CSC work stations have the necessary and up-to-date software to perform the required functions. The IT Specialist(s) shall also serve as and perform the tasks outlined in DHR Security Monitor process to be delivered after Contract award.</p> <p>Minimum Qualifications</p> <p>The Contractor's IT Specialist(s) shall possess a Bachelor's degree from an accredited college or university in Information Technology, Computer Science, Management Information Systems, or other information technology related field and shall have at least five (5) years of experience designing, developing, testing, implementing and maintaining applications systems and programs using generally accepted computer programming languages or other developmental tools. Substitution of experience for education may be permitted at the discretion of the State Project Manager.</p>
3	<p>Supervisor/Manager</p>	<p>Responsibilities include:</p> <p>The Contractor shall designate a Supervisor/Manager to ensure, at the minimum, CSC supervision, ongoing training of the CSRs, progress updates on projects, and daily monitoring and quality performance of the CSRs. This individual shall be able to interpret policy and the criteria set by the Department in determining if a Case situation meets set standards to initiate a Work Order. The Supervisor/Manager shall have the ability to approve and deny Work Orders prepared by CSRs and shall work directly with the Contractor's Project Manager to ensure success of the services required under the Contract. The Supervisor/Manager shall also perform the tasks outlined in DHR Security Monitor process to be delivered after Contract Commencement.</p> <p>Minimum Qualification:</p> <p>The Supervisor/Manager shall: have a minimum 5 years of Customer service experience, of which 3 years shall be in a supervisory capacity; have management experience in a call-center, logistics or a project planning environment; knowledge in human services programs is preferred. A Bachelor's degree is preferred. Related experience and/or training or any equivalent combination may be permitted at the discretion of the State Project Manager.</p>

4	Training Lead	<p>Responsibilities include:</p> <p>Coordinating and conducting training on DHR’s Administrations; developing training course materials and providing follow-up support and detailed training feedback to questions from DHR and Contractor staff after completion of training. (See Section 3.9).</p> <p>Minimum Qualification:</p> <p>The Training Lead shall have a minimum of three (3) years training development and delivery experience, including knowledge of training and adult-learning theory and principles, knowledge of instructional design methods, and experience with courseware development and training projects. A Bachelor's degree is preferred. Related experience and/or training or any equivalent combination may be permitted at the discretion of the State Project Manager.</p>
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Section 3 - Table 5 – Minimum Customer Service Representative (CSR) Requirements

1	Customer Service Representatives (CSR)	<p>Responsibilities include:</p> <p>The Contractor shall designate CSRs to represent DHR by answering its toll free lines, obtaining and giving information regarding DHR programs; managing Inbound and Outbound Calls and Fulfillments in accordance with the requirements of this RFP. CSRs must be able to work on multiple IT applications simultaneously. See Section 3.2.3</p> <p>Minimum Qualifications:</p> <p>CSRs shall have at least one (1) year of Customer service experience. A high school diploma or GED is required. The personnel hired as CSRs shall be first screened by the Contractor for diction, grammar, voice quality and articulation, proficiency with computer and Customer service skills and experience. Bilingual (English and Spanish) and prior work in social services is desired.</p>
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3.8.3 Performance and Personnel

Work Hours

- A. Normal Business Hours Support: The Contractor’s personnel shall provide CSC support during Normal Business Hours.
- B. Scheduled non-Normal Business Hours Support: Contractor’s personnel shall be required to provide occasional support outside of Normal Business Hours, including

evenings, overnight and weekends to support specific efforts and emergencies or to resolve system repair, restoration and/or upgrades.

- C. Vacation Hours: The Contractor shall submit a plan for staff coverage during periods of leave of Key Personnel. This plan shall be submitted to the State Project Manager at least fifteen (15) Calendar Days in advance of the absence. The State Project Manager reserves the right to request a temporary replacement if the leave extends longer than ten (10) Business Days (**See Section 1.23 Substitution of Personnel**).

3.8.4 Performance Issue Mitigation

At any time during the Contract, should the performance be rated “unsatisfactory” as documented in the performance evaluation, DHR will pursue the mitigation procedures (**See Section 1.23 Substitution of Personnel**) prior to requesting a replacement employee.

3.9 Training

Training is a critical component of an effective CSC. As such, the Contractor shall ensure that all CSR and other staff are thoroughly trained on all CSC operational protocols and supporting solutions.

3.9.1 General

The Contractor shall provide training for all CSRs and staff when new Department policy is being implemented, and ensure compliance no later than one (1) full Business Day after notification of the policy change. When new Department policy and procedures are implemented, DHR will train the Contractor’s trainer (**Section 3.13.2 – State Supplied Services**), who will then train Contractor’s staff.

All training will be coordinated and planned with the Contractor’s Project Manager to minimize any major changes to the ongoing CSC operations.

The Contractor shall:

- A. Provide an initial Training Plan to the State Project Manager no later than fifteen (15) Days after the NTP.
- B. Develop all materials specifically related to the CSRs’ day-to-day operational roles and responsibilities. Training materials should include job aids and tests. The Contractor shall adjust and update course material and/or delivery methods at the direction of the State Project Manager to be implemented by the next regularly scheduled course delivery.
- C. Provide an overview of the CSC operational processes and procedures, and communication procedures to DHR staff, which may include walk through tours of the

Contractor's facility(ies) that are necessary to ensure compliance with operating the CSC. Such overview/tours must be coordinated through the State Project Manager.

- D. Provide an e-learning and virtual on demand solution on the operations of the CRM and the CSC interfaces for up to 5000 DHR staff.
- E. Maintain training records via online access for State review for the full life of the Contract.
- F. Provide mandatory new hire and ongoing trainings for Contractor's staff as needed.
- G. Ensure that all new hires are equipped with the proper system access prior to Day 1 of new hire training. Training shall be delivered by the most effective methods possible and shall include innovative techniques for learning and sharing lessons learned. Training delivery methods shall incorporate adult learning principles and facilitate understanding and retention of materials.
- H. Ensure that all Contractor staff is trained in the relevant Federal, State and local laws, policies, and procedures, as well as the Contractor's operations and use of system and telephonic equipment, job related duties and functions, and soft skills and business etiquette.
- I. Accommodate, upon written notice from the State Project Manager, occasional site visits by designated DHR staff to the CSC facility to observe training and request feedback from Contractor staff.
- J. Provide a final Training Plan and all required training materials (training manuals with descriptions, summaries of actual training instructions, along with test formats and evaluation methodologies) developed in conjunction with the plan no later than (90) Days after the NTP.
- K. Provide a training report to the State Project Manager annually and after every training session (**See Section 3.12-Deliverables, Table 8**), to include, at a minimum, the following:
 - 1. Training courses provided;
 - 2. Number of staff who completed the training;
 - 3. The training manuals with descriptions, and summaries of actual training instructions, along with test formats and evaluation methodologies to ensure training effectiveness; and
 - 4. A summary of staff evaluations and targeted trainings designed to improve staff performance.

3.10 Task Order Requests

During the term of the Contract, DHR may issue Task Orders (TO) for additional services not to exceed \$500,000 for the entire Contract Period. There is no guarantee that the Department will issue Task Orders during the course of any year, or the Contract Period. These additional services may be required at any point during the term of the Contract. Examples of possible additional services include, but are not limited to developing custom integrations with DHR existing and new systems or redesigning system interfaces if required to make legacy data and interfaces compatible as DHR systems change. The TO process is only applicable on Tasks as designated by the State Project Manager. The process for a TO request is as follows:

- A. The State Project Manager shall e-mail a TO request to the Contractor to provide services. The request may include:
 1. Technical requirements and description of the services needed;
 2. Performance objectives and/or Plans as may be applicable;
 3. Due date and time for submitting a response to the request;
 4. Performance testing period; and
 5. Other specific information as requested from the Contractor.
- B. The Contractor shall e-mail a response to the State Project Manager no later than ten (10) Business Days and include at a minimum:
 1. A response that details the Contractor's understanding of the requirement/work;
 2. A description of the proposed work plan in narrative format including time schedules, and if required a Work Breakdown Structure (WBS) chart. This description shall include a schedule of Resources, including proposed subcontractors and related Tasks, including an explanation of how Tasks will be completed.
 3. Identification of those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or phase can commence.
 4. The personnel Resources, including those of DHR, Contractor and subcontractors, and estimated hours to complete the Task.
- C. The State Project Manager will review the response and will either approve the work or contact the Contractor to obtain additional information, clarification or revision to the work. If satisfied, the State Project Manager will then email the Contractor with an approval to proceed.
- D. Upon acceptance of the scope of work, the State Project Manager will issue a NTP to the Contractor. Invoicing and payment shall be based on TO completion and will be based on labor hour billings as described in **Section 3.15.1**.

3.11 Performance Readiness Review

The Performance Readiness Review Committee (PRR) is a cross-functional group that shall be formed to evaluate the Contractor's performance no less than annually and no more than twice in a 12-month period. The purpose of the PRR is to evaluate the Contractor's performance, discuss progress and determine corrective actions, if any apply. The PRR shall consist of DHR staff as identified by the State Project Manager and Contractor staff as identified by the Contractor.

At the State Project Manager's request, the Contractor shall fully cooperate and participate in PRR activities which will include at a minimum:

- A. Preparing and distributing agendas, meeting minutes, reports, plans, etc.
- B. Supporting on-site inspections.
- C. Provision of evidence of compliance with the Contract requirements, SLAs and Performance Standards.
- D. Recording, monitoring and following up on action items, issues and risks.

The Contractor shall have at least fourteen (14) Calendar Days notice prior to the kick-off of the PRR, and the PRR response is considered a formal report. The first PRR will take place during the Transition-In Period.

3.12 Deliverables

All deliverables shall be submitted to the State Project Manager in the specified time frames unless stated otherwise. The State Project Manager will provide the Contractor an acknowledgement of the receipt of the deliverables via email that contains the deliverable/report name, date received and signature of the State Project Manager.

No later than five (5) Business Days of receipt of the deliverable, the State Project Manager will provide the Contractor a written response via email that either approves or disapproves the deliverable. The Contractor shall submit reports generated in MS Office tools as spreadsheet, database and charts/graphs format to the State Project Manager. After formal submission of the reports to the State Project Manager, all reports need to be accessible online for inquiry at all times during the life of the Contract. If disapproved, the State Project Manager's response will provide in detail the reasons for disapproval, action required to address deficiency (ies) and date when the revised deliverable is due.

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3.12.1 Deliverable Schedule Acronyms

Section 3 – Table 6: Deliverable Schedule Description

	Deliverable Schedule Acronym	Deliverable Schedule Name	Description	Submission Timeline
1.	DSR	Daily Status Report	Ongoing daily reports as specified by the State Project Manager	Due before 12pm every Business Day
2.	WSR	Weekly Status Report	Ongoing weekly reports as specified by the State Project Manager	Due before 12 pm on the first Business Day of each week following the reporting week
3.	MSR	Monthly Status Report	Ongoing monthly reports submitted starting after the Go-Live Date and should include one (1) month cumulative information as specified by the State Project Manager.	Due before 12 pm on the 2 nd Business Day of each month following the reporting month and for each month thereafter.
4.	QSR	Quarterly Status Report	Performance report submitted once every three (3) months. Should include cumulative information of three (3) months as specified by the State Project Manager	Due before 12 pm on the 2 nd Business Day of the month following the reporting quarter and each quarter thereafter.
5.	SPR	Semi-Annual Performance Report	Performance report submitted six (6) months after the Go-Live Date and every six (6) months thereafter. Should include cumulative information of six (6) months as specified by the State Project Manager	Due before 12 pm on the 2 nd Business Day of the month following six (6) months from the Go-Live Date and every six (6) months thereafter.
6.	APR	Annual Performance Report	Performance Report submitted at the end of one (1) year after the Go-Live Date and annually thereafter as specified by the State Project Manager	Due before 12 pm on the 2 nd Business Day of every January for the term of the Contract from the Go-Live Date.
7.	AHR	Ad-hoc Report	Any other report that could be requested additionally by the State Project Manager	As requested

3.12.2 Transition-In Period

Deliverables/Reports are due during the six (6) month Transition-In period before the Go-Live Date. The format of the deliverable/report shall be proposed by the Contractor, and approved by the State Project Manager prior to Transition-In.

Section 3 – Table 7: Transition-In

	Deliverable	Description	Frequency (Timeline)
1.	Copy of signed lease	Section 3.4.1 (A) – Functional Requirements (Facility)	No later than thirty (30) Calendar Days after Contract Commencement.
2.	Incident & Problem Escalation Procedure	Section 3.5.9 (B)	Post Award Kick-off Meeting and no later than ten (10) Business Days after the start of each Contract year, and no later than ten (10) Business Days after any change in circumstance which changes the Procedure.
3.	Deliverable Sign-Off Procedures	Section 3.13.1 (B)(7) - Transition-In	NTP +10 Calendar Days
4.	Project Management Plan	Section 3.13 -Transition-In	NTP +15 Calendar Days
5.	Project Schedule	Section 3.13.1 (B)(3) - Transition-In	NTP +15 Calendar Days
6.	Staffing Plan	Section 3.8.1 (B)	NTP + 15 Calendar Days
7.	Risk Management Plan	Section 3.13 1 (B)(4) - Transition-In	NTP + 15 Calendar Days
8.	Communication Management Plan	Section 3.13.1 (B)(5) - Transition-In	NTP +15 Calendar Days
9.	Initial Training Plan	Section 3.9.1 (A) – Training (General)	NTP +15 Calendar Days
10.	Security Plan (Includes security test plan)	Section 3.5.2.1 (E) and (O)	NTP + 30 Calendar Days
11.	Short Term High Volume Call Management Plan	Section 3.2.4.1 (E)	NTP + 30 Calendar Days
12.	QA/QC Plan	Section 3.7 – QA/QC	NTP+45 Calendar Days
14.	Back-Up Facility Initial Test Results	Section 3.5.6.1 (D) – Technical Requirements	NTP+75 Calendar Days
15.	Final Transition-In Plan	Section 3.13.1 (A)	NTP + 75 Calendar Days
16.	Disaster Recovery Plan	Section 3.5.6.2 (E)	NTP + 75 Calendar Days

		Review and updates to the DRP shall be done at least once per year or as needed thereafter.	
17.	Internal Operating Procedures Guide	Section 3.4.2 (B) Review and updates to the guide shall be done at least every six (6) month or as needed	NTP +90 Calendar Days
18.	Final Training Plan	Section 3.9.1 (I) – Training (General)	NTP + 90 Calendar Days
19.	System Testing Plan	Section 3.13.1 (B)(11)	NTP +100 Calendar Days
20.	Configuration Plan	Section 3.13.1 (B)(10) - Transition-In	NTP +100 Calendar Days
21.	User Acceptance Test	Section 3.13.1 (B)(12)	NTP + 110 Calendar Days (first) NTP + 130 Calendar Days (second)
22.	Final Business Continuity Plan	Section 3.5.6.1 (E) Review and updates to the BCP shall be done at least every six (6) month or as needed thereafter	NTP + 120 Calendar Days.
23.	Transition-In Period Results Document	Section 3.13.1 (B)(2) Transition-In	NTP + 130 Calendar Days
24.	Meeting Minutes – distribute to the State Project Manager	Section 3.13.1 (B)(14)	No later than three (3) Calendar Days of the meeting

3.12.3 Operational Reports

Automated format proposed by the Contractor, and accepted by the State Project Manager during the Contract Period.

Section 3 – Table 8: Operations Report

	Deliverable	Description	Timeline as specified in Tables	Severity type										
1.	IVR Call Report	Number of calls to IVR. Number of calls directed to each IVR prompt. Percentage of total calls resolved by IVR. IVR connection attempts to the DHR systems.	<table border="1"> <tr> <td>DSR</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>WSR</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>MSR</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>QSR</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>SPR</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	DSR	<input checked="" type="checkbox"/>	WSR	<input checked="" type="checkbox"/>	MSR	<input checked="" type="checkbox"/>	QSR	<input checked="" type="checkbox"/>	SPR	<input checked="" type="checkbox"/>	Medium
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QSR	<input checked="" type="checkbox"/>													
SPR	<input checked="" type="checkbox"/>													

		Number of calls transferred to LDSS and Administrations	APR <input checked="" type="checkbox"/>													
2.	CSR Call Report	<p>Number of calls requesting a CSR.</p> <p>Number of calls answered by CSR.</p> <p>Number of calls resolved by CSR.</p> <p>Number of calls longer than 4 minutes after Caller elects a CSR.</p> <p>Number of calls by specific Administration inquiry type.</p> <p>Average call-talk times.</p> <p>Average wait time until a Customer gets through to CSR.</p> <p>Maximum caller wait time.</p> <p>Average wait time after a call is answered and placed on hold.</p> <p>Number of calls abandoned.</p> <p>Average waits time for Abandoned Calls.</p> <p>Maximum wait time for Abandoned Calls.</p> <p>Average CSR staffing levels.</p> <p>Number of CSR minutes for calls for each Administration.</p> <p>Average call wrap-up (documentation) times.</p> <p>Average hold time.</p> <p>Longest call time.</p> <p>Longest call in queue.</p> <p>Number of incoming calls which received a busy signal.</p> <p>Calls by problem category (DHR will establish problem categories during Transition-In).</p> <p>Number of Hot Calls.</p> <p>Number of unsuccessful Call-backs (See Section 3.2.3 (F)).</p> <p>Call log of calls made to CSR where the call was a non-Case issue and not related to any specific Administration or program.</p> <p>Number of Correspondence handled by CSR.</p> <p>Number of employer calls concerning Child Support handled</p>	<table border="1"> <tr><td>DSR</td><td><input type="checkbox"/></td></tr> <tr><td>WSR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>MSR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>QPR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>SPR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>APR</td><td><input checked="" type="checkbox"/></td></tr> </table>	DSR	<input type="checkbox"/>	WSR	<input checked="" type="checkbox"/>	MSR	<input checked="" type="checkbox"/>	QPR	<input checked="" type="checkbox"/>	SPR	<input checked="" type="checkbox"/>	APR	<input checked="" type="checkbox"/>	Medium
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APR	<input checked="" type="checkbox"/>															

		by CSR.																
3.	LDSS and Administrations Call Report	<p>Number of calls answered for each LDSS.</p> <p>Number of calls answered for specific Administrations.</p> <p>Number of calls referred to each LDSS or specific Administrations.</p> <p>Number of Work Orders generated for specific Administrations.</p> <p>A list of calls transferred to each LDSS or specific Administrations.</p>	<table border="1"> <tr><td>DSR</td><td></td></tr> <tr><td>WSR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>MSR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>QPR</td><td></td></tr> <tr><td>SPR</td><td></td></tr> <tr><td>APR</td><td></td></tr> <tr><td>AHR</td><td></td></tr> </table>	DSR		WSR	<input checked="" type="checkbox"/>	MSR	<input checked="" type="checkbox"/>	QPR		SPR		APR		AHR		Medium
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AHR																		
4.	Content Update Report (As-Is, Modified, Reason, Approval)	<p>Report on content creation, update activity, and recommendations for continuous improvements for:</p> <ul style="list-style-type: none"> a. IVR Scripts b. CSR Scripts c. FAQs 	<table border="1"> <tr><td>DSR</td><td></td></tr> <tr><td>WSR</td><td></td></tr> <tr><td>MSR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>QPR</td><td></td></tr> <tr><td>SPR</td><td></td></tr> <tr><td>APR</td><td></td></tr> <tr><td>AHR</td><td></td></tr> </table>	DSR		WSR		MSR	<input checked="" type="checkbox"/>	QPR		SPR		APR		AHR		Low
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AHR																		
5.	IVR, CRM and ACD availability Report	As specified in (See Section 3.5.8 (4) – Technical Support Services and SLA	<table border="1"> <tr><td>DSR</td><td></td></tr> <tr><td>WSR</td><td></td></tr> <tr><td>MSR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>QPR</td><td></td></tr> <tr><td>SPR</td><td></td></tr> <tr><td>APR</td><td></td></tr> <tr><td>AHR</td><td></td></tr> </table>	DSR		WSR		MSR	<input checked="" type="checkbox"/>	QPR		SPR		APR		AHR		Critical
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6.	Contact Problems Report	<p>Number of calls that come in from Customers claiming “No Response or feedback” for the escalation calls made to DHR.</p> <p>(See Section 3.2.4.1 (I))</p>	<table border="1"> <tr><td>DSR</td><td></td></tr> <tr><td>WSR</td><td></td></tr> <tr><td>MSR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>QPR</td><td></td></tr> <tr><td>SPR</td><td></td></tr> <tr><td>APR</td><td></td></tr> <tr><td>AHR</td><td></td></tr> </table>	DSR		WSR		MSR	<input checked="" type="checkbox"/>	QPR		SPR		APR		AHR		Medium
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7.	Media Utilization Report	Monitor media utilization and report to State Project Manager as part of the monthly status report. (See Section 3.5.7(J)).	<table border="1"> <tr><td>DSR</td><td></td></tr> <tr><td>WSR</td><td></td></tr> <tr><td>MSR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>QPR</td><td></td></tr> <tr><td>SPR</td><td></td></tr> <tr><td>APR</td><td></td></tr> <tr><td>AHR</td><td></td></tr> </table>	DSR		WSR		MSR	<input checked="" type="checkbox"/>	QPR		SPR		APR		AHR		High
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8.	Backup Requirement update Report	As specified in Section 3.5.7 (F).	<table border="1"> <tr><td>DSR</td><td></td></tr> <tr><td>WSR</td><td></td></tr> <tr><td>MSR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>QPR</td><td></td></tr> <tr><td>SPR</td><td></td></tr> <tr><td>APR</td><td></td></tr> <tr><td>AHR</td><td></td></tr> </table>	DSR		WSR		MSR	<input checked="" type="checkbox"/>	QPR		SPR		APR		AHR		High
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9.	QA/QC Report	Section 3.7 Review and updates to the QA/QC plan shall be done at least every six (6) month or as needed	<table border="1"> <tr><td>DSR</td><td></td></tr> <tr><td>WSR</td><td></td></tr> <tr><td>MSR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>QPR</td><td></td></tr> <tr><td>SPR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>APR</td><td></td></tr> <tr><td>AHR</td><td></td></tr> </table>	DSR		WSR		MSR	<input checked="" type="checkbox"/>	QPR		SPR	<input checked="" type="checkbox"/>	APR		AHR		High
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10.	Training Report	Section 3.9.1 (J) To be submitted to State Project Manager annually and after every training session.	<table border="1"> <tr><td>DSR</td><td></td></tr> <tr><td>WSR</td><td></td></tr> <tr><td>MSR</td><td></td></tr> <tr><td>QPR</td><td></td></tr> <tr><td>SPR</td><td></td></tr> <tr><td>APR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>AHR</td><td></td></tr> </table>	DSR		WSR		MSR		QPR		SPR		APR	<input checked="" type="checkbox"/>	AHR		Medium
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11.	PRR Response	Section 3.11	<table border="1"> <tr><td>DSR</td><td></td></tr> <tr><td>WSR</td><td></td></tr> <tr><td>MSR</td><td></td></tr> <tr><td>QPR</td><td></td></tr> <tr><td>SPR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>APR</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>AHR</td><td></td></tr> </table>	DSR		WSR		MSR		QPR		SPR	<input checked="" type="checkbox"/>	APR	<input checked="" type="checkbox"/>	AHR		Low
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3.12.5 – Additional Deliverables

Section 3 - Table 9: Other General Reports

	Deliverables	Description	Frequency (Timeline)	Severity Level
1.	Corrective Action Plan (CAP)	Section 3.7.1	No later than seven (7) Business Days after notification by State Project Manager	High
2.	SOC 2 Type II Audit	Section 3.5.3.1.1	Due 6 months after the end of each Contract year. Final report due thirty (30) Calendar Days after the end of the Contract.	Critical
3.	Staffing plan and Organization Structure Report	Section 3.8.1.B	Review and updates to this plan shall be submitted at least every six (6) month or as needed during the Contract period.	Medium
4.	Vacation hours Plan for Key Personnel	Section 3.8.3.C	15 Calendar Days before the start of the personnel's vacation	Low
5.	Monthly Invoices	Section 3.15.1.B	A separate invoice for each Administration is due no later than thirty (30) Calendar Days after the preceding month's end.	Low
6.	Prime Contractor Paid/Unpaid MBE	Section 1.33.6	No later than ten (10) Calendar Days after the	High

	Invoice Report		end of the report month in which payments were paid and/or due but not paid to MBE subcontractor(s)	
7.	Subcontractor Paid/Unpaid MBE Invoice Report	Section 1.33.6	For each MBE subcontractor, no later than ten (10) Calendar Days after the end of the report month in which payments were received by the MBE	High
8.	VSBE Paid/Unpaid Invoice Report	Section 1.41.5	No later than fifteen (15) Calendar Days after the end of the report month in which payments were paid and/or due but not paid to VSBE subcontractor(s)	Medium
9.	VSBE Payment Report	Section 1.41.5	No later than fifteen (15) Calendar Days after the end of the report month in which payments were paid and/or due but not paid to VSBE subcontractor(s)	Medium

3.12.6 – Transition – Out Period

Section 3 - Table 10: Transition-Out Reports

	Deliverable	Description	Frequency / Timeline	Severity Type
1.	Report of any outstanding deliverables and time frames for completion	Section 3.13.3(C)	No later than five (5) Business Days after receipt of request from the State Project Manager	High
2.	Report documenting that all services and/or deliverables are completed and approved	Section 3.13.3(J)	No later than five (5) Business Days after receipt of request from the State Project Manager	Medium
3.	All source code, object code, design and architecture	Section 3.13.3(E)	No less than one hundred eighty (180) Calendar Days prior to Contract end date	High

	documentation and all data files are delivered to the State Project Manager			
4.	Complete and submit Checklist to ensure that all turn-over requirements are met	Section 3.13.3(I)	No later than five (5) Business Days after receipt of request from the State Project Manager	Medium
5.	Initial Transition-Out Plan	Section 3.13.3(A)	No less than three hundred sixty five (365) Calendar Days prior to Contract end date.	Medium
6.	Final Transition-Out Plan	Section 3.13.3(B)	No less than one hundred eighty (180) Calendar Days prior to Contract end date.	High

Failure to submit required reports/information within timeframes identified may result in reduction/withholding of Contract payment as identified in **Section 3.15 – Invoicing** of this RFP and application of Liquidated Damages as per in Section 1.44. Final invoice payment is contingent upon receipt and acceptance of all deliverables/reports.

3.13 Transition

The Contractor shall provide to the State Project Manager a comprehensive Project Management Plan fifteen (15) Calendar Days after Notice to Proceed (NTP) for the implementation of the CSC in accordance with the requirements of this RFP.

3.13.1 Transition-In

A. A Final Transition-In Plan shall be submitted no later than seventy five (75) Calendar Days after NTP to the State Project Manager. The Plan should specifically address in detail:

1. Milestones and deliverables dates. **See Section 3.12.**
2. Key Transition personnel and their respective roles.
3. The required involvement of the incumbent Contractor.
4. The reporting mechanism for providing, at a minimum, weekly reports during the Transition-In.
5. Any experiences and concerns considered important and relevant.

B. To facilitate a smooth and seamless transition of the CSC with no interruption of service, the Contractor shall:

1. Implement all CSC functions within six (6) months after the Contract Commencement and in accordance with **Section 3.12 - Deliverables**.
2. No later than the 130th day of the Transition-In Period from NTP, the Contractor shall report the results of the transition to the State Project Manager in a document entitled "Transition-In Period Results". Satisfactory progress as determined by the State's Project Manager will be the basis of acceptance.
3. Develop a Project Schedule that includes: fields to track the activity, Resource, planned start date, revised start date, actual start date, planned end date, revised end date, actual end date, percent complete, and activity dependencies. The Project Schedule shall include all major activities that will be required to complete the Transition-In including activities to be performed by DHR. The Project Schedule shall be developed using MS Project, and be published in MS Project and Adobe PDF. The State Project Manager will review and approve the baseline Project Schedule. A copy of the Project Schedule shall be provided to the State Project Manager at a weekly status meeting, and with the Contractor's weekly report. The Project Schedule shall address, at a minimum, work breakdown structure including schedules, milestones, and Resources. This schedule will be due to the State Project Manager no later than fifteen (15) Calendar Days after the NTP.
4. Submit to the State Project Manager, no later than fifteen (15) Calendar Days after the NTP, a thorough, separate and complete Risk Management Plan. The Plan shall include the Contractor's approach to managing risk as well as describe the Contractor's understanding of risk management. A Risk Register shall be kept on an ongoing basis and shall include: all project related risks, initial risk prioritization (urgency), and potential risk impacts (each risk), risk responses (each risk), risk mitigation strategy (each risk) as well as risk mitigation / assignments (the Contractor staff responsible for the mitigation / response to each specific risk). The Risk Register shall be reviewed and updated in accordance with the Risk Management Plan no less than monthly.
5. Develop and maintain a separate Communication Management Plan that serves as the guideline to manage communications across all stakeholders, including status reporting and other key communications. The Contractor shall complete the Communication Management Plan no later than fifteen (15) Calendar Days after the NTP.
6. The Project Schedule, Risk Management Plan and Communication Management Plan shall be issued in draft form for review. The State Project Manager will provide comments to the Contractor no later than five (5) Business Days after the draft submission. The final Communication Management Plan shall be issued no later than five (5) Calendar Days after the receipt of the State Project Manager's comments.
7. Develop a Transition-In Deliverables sign-off procedure. The template is due ten (10) calendar Days after the NTP.
8. Work with the incumbent Contractor and DHR to ensure a smooth transition of operations.

9. Work during the Transition-In period as if time is of the essence, because this period of time provides an opportunity for the new Contractor staff to gain a full understanding of the technical environment in order to provide all the services outlined in this RFP and thereby support all System Users.
10. Submit a system Configuration Plan no later than one hundred (100) Calendar Days after the NTP. The plan shall also clearly delineate Contractor responsibilities and DHR responsibilities.
11. Submit a comprehensive Transition-In System Test Plan no later than one hundred (100) Calendar Days after the NTP. The Test Plan shall include all aspects of the in- progress work that shall be tested by the transition staff and measures of success to demonstrate achievement of knowledge transfer and successful transition.
12. Plan and execute two successfully completed User Acceptance Tests based on the System Testing Plan, the first of which shall be submitted no later than one hundred and ten (110) Calendar Days after NTP. The second shall be submitted no later than one hundred and thirty (130) Calendar Days after NTP.
13. Conduct status meetings, as agreed upon, with DHR and the incumbent Contractor. The Contractor's Project Manager and Key Personnel, as necessary, shall attend all status meetings with DHR and the incumbent Contractor. The Contractor shall generate a Status Report as the basis for the status meeting. In the Status Report, the Contractor shall address:
 - a. Project schedule (current status of all activities)
 - b. Near term activities
 - c. Key Milestones and Training Activities
 - d. Deliverables (submitted, due, overdue, approval status, and payment status)
 - e. Staffing levels
 - f. Project risks (including mitigation status)
 - g. Quality assurance (activities and status)
 - h. Issues (log of identified issues with status of each)
 - i. SLA Performance Metrics of system availability
 - j. Action items (log of items with status of each) and,
 - k. Any other topics requested by DHR
14. Generate minutes for all status meetings and distribute the minutes via e-mail no later than three (3) Calendar Days of the meeting for the State Project Manager review and approval.

15. Attend question and answer sessions with the incumbent Contractor and advise the State Project Manager of any areas of concern based on previous presentations and reviews of documentation. The incumbent Contractor, DHR and the Contractor shall conduct technical interchange meetings as requested by either DHR or the Contractor. The purpose of these meetings is to quickly resolve key technical issues that arise by assembling the appropriate DHR and Contractor staff to understand and resolve the issue.

3.13.2 State Supplied Services

The State will make available, at no cost to the Contractor:

- A. DHR's current toll free number for access to the IVR that the Contractor must transfer to the CSC no later than fifteen (15) Days after the NTP.
- B. Access to DHR's systems such as CIS, CARES and CSES to allow the CSC to provide and receive pertinent information to address inquiries received via internet, and telephone calls to the CSC. The State Project Manager will provide the access request forms to the Contractor during the Kick-Off Meeting. Access to DHR systems will be provided no later than seven (7) Business Days after the State Project Manager submits the applicable access request forms to OTHS.
- C. Train the Trainer training on DHR policies and procedures and each Administration's programs and all major DHR applications (to include CIS, CARES and CSES). The training schedule shall be agreed upon by the Contractor and the State Project Manager at the Post Award Kick-Off Meeting. It is anticipated that the training period will be completed no later than forty five (45) Days after the Contract Commencement, and will be conducted at a DHR facility to be determined, through webinars and other means of conferencing as needed.
- D. Troubleshooting and technical assistance (DHR Help Desk) for any major DHR application (i.e. CIS, CARES, or CSES) between the hours of 7:00 a.m. and 7:00 p.m., Local Time Monday through Friday and 8 a.m. and 12 p.m. on Saturday. **The telephone number for Technical Support staff will be provided at the Post Award Kick-off Meeting.**
- E. DHR staff contact information at the **Post Award Kick-off Meeting (see Section 3.17).**
- F. Current Call Scripts/Screens no later than fifteen (15) Days after the Contract Commencement. DHR will develop all Scripts and shall approve materials used in all projects.
- G. Administrations Desk Reference Guides no later than fifteen (15) Days after the Contract Commencement. DHR's detailed guide on all the functional aspects of the Administrations that the CSC shall support. The Guides contains the following:
 1. Overview

2. Identifying and Managing Calls
3. Procedures Governing Daily Operations
4. Incident Reporting
5. Work Orders for Customer Service Center (Sample)
6. Direct Deposit Authorization Form (Sample)
7. Billing Notice and Payment Coupon
8. Local DSS Offices
9. Glossary of program Terminologies
10. Program Standard Abbreviations

- H. An initial supply of 1000 Program Applications (**Attachment T**) in English and Spanish, to be provided during the Transition-In period, with more to be provided by the State Project Manager at the Contractor's request.
- I. A supply of Departmental Brochures in English and Spanish, to be provided during the Transition-In period, with more to be provided by the State Project Manager at the Contractor's request.

3.13.3 Transition-Out

During the Transition-Out phase, the Contractor shall work cooperatively and proactively with the incoming contractor to facilitate a smooth and efficient transition of services by developing a strategy to successfully accomplish a seamless transition between the two Contractor's teams in providing the CSC services.

The Contractor shall:

- A. The Contractor shall submit to the State Project Manager an Initial Transition-Out Plan no less than three sixty five (365) Days prior to the Contract end date.
- B. Submit to the State Project Manager the Final Transition-Out Plan one hundred and eighty (180) Days prior to the end of the Contract. The Plan shall include a specific approach and schedule to transition current services/systems to the new contractor and clearly identify the activities and level of effort. The Plan shall include a clear breakdown of activities and responsibilities, including that which will be the responsibility of DHR during the Transition-Out. This Plan shall include an entire system test activity to demonstrate competency of the new contractor and capability to deliver reliable service to DHR. It is anticipated that there will be a period of parallel processing during the transition for certain services. The Transition-Out Plan will be periodically updated as information changes.
- C. Report any outstanding deliverables and/or activities and time frames for completion no later than five (5) Business Days after receipt of request from the State Project Manager.

- D. Submit a description of the Resources that the Contractor will commit, and the functions that the Contractor will perform, along with time frames, in transferring the operation to the successor contractor one hundred and eighty (180) Days before Contract end date.
- E. Provide a strategy for ensuring that all Contract documentation, source code, object code and documentation of design and architecture has been updated to reflect all changes, enhancements, modifications, etc., and has been delivered to DHR. Documentation shall be written in plain English and be by hardcopy and at least one electronic copy on CD in MS Word or applicable medium (PDF) and format one hundred and eighty (180) Days before the Contract end date.
- F. Assure that all required support training, and transition information has been transitioned to staff as designated by the State Project Manager.
- G. Provide access to operating systems for training for new Contractor staff during Normal Business Hours.
- H. Provide space, desks, reasonable office support (computers, internet, copiers, fax, etc.), for appropriate transition staff of the successor contractor or DHR, as applicable.
- I. Complete and submit Checklist to ensure that all turn-over requirements are met no later than five (5) Business Days after receipt of request from the State Project Manager.
- J. Complete a review of all systems documentation prior to the completion of the transition period that all services and/or deliverables are completed and approved no later than five (5) Business Days after receipt of request from the State Project Manager.
- K. Complete all transition activities as provided for in the Contractor's Final Transition Plan and within DHR-approved timeframes that will enable the successful takeover of the operation with no delays or decreases in services.
- L. Fully cooperate with the incoming Contractor and provide requested documentation by the defined deadline, participate in meetings, complete assigned activities in accordance with the incoming Contractor's work plan, and behave in a courteous, and professional manner at all times in order to effectuate a seamless transition.

3.13.3.1 Transition-Out – Expectations

- A. During the Transition-Out phase, the Contractor shall be expected to work cooperatively and proactively with the incoming contractor to facilitate a smooth and efficient transition of services. The Contractor shall be expected to participate fully in all meetings called by the incoming contractor as well as DHR staff, and in addition to partnering to accomplish all activities assigned to them, the Contractor shall, wherever possible, offer guidance, subject matter expertise and other consultancy services to the process. DHR expects to monitor the Transition-Out activities and provide periodic reports of progress. DHR also expects both the Contractor and the incoming contractor to work in full cooperation to ensure that all status reports of Transition-Out activity are accurate and forthright.
- B. The Contractor shall work during the Transition-Out period as if time is of the essence, because this period of time provides an opportunity for the incoming Contractor staff to gain a full understanding of the services in order to be able to fully host and serve DHR's

CSC and thereby support all Customers. It is also DHR's expectation that the Contractor shall advocate for DHR's best interests in the Transition-Out period, ensuring that the transition is executed in a cost-effective, efficient, and Customer-focused manner.

3.13.3.2 Transition-Out – Acceptance Criteria

In addition to the knowledge transfer and technical activities involved in configuring the services and systems identified in this RFP, time shall be dedicated to final transition activities identified by DHR to determine acceptance criteria and assure a smooth transition.

Although DHR realizes that the incoming contractor shall develop a detailed project work plan to address these activities, DHR expects that the Contractor shall work cooperatively with the incoming contractor to ensure the transition of knowledge and information is adequate to facilitate the timely execution of this effort. "Working cooperatively" means the Contractor will:

- A. Participate actively in all meetings.
- B. Provide requested information no later than five (5) Days after the request.
- C. Meet all defined due dates as determined and approved by DHR.
- D. Make recommendations throughout the Transition-Out effort to mitigate risk and advocate for DHR.

3.13.3.3 Transition-Out – Deliverables

During the Transition-Out phase, the Contractor shall submit upon request of the State Project Manager, revised Administrations Desk Reference Guides, IVR, call Scripts, CRM, knowledge base, and other documentation used in support of the CSC. For this deliverable, the Contractor must submit inputs and outputs, operating procedures, recovery procedures, training plan, etc. DHR shall provide ten (10) Calendar Days notice for the request.

3.14 Insurance

- A. The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or Sub-Contractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- B. The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.
- C. The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

- D. The Contractor shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.
- E. No later than ten (10) Business Days after the recommendation for Contract award, the Contractor shall provide the State Project Manager with current certificates of insurance, and shall update such certificates from time to time but no less than annually in multi-year Contracts, as directed by the State Project Manager. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:
 - 1. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Long shore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
 - 2. Commercial General Liability as required in A of this Section.
 - 3. Errors and Omissions/Professional Liability as required in B of this Section.
 - 4. Automobile and/or Commercial Truck Insurance as required in C of this Section.
 - 5. Employee Theft Insurance as required in D of this Section.
- F. The State shall be listed as an additional insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the State Project Manager, not less than 45 Days advance notice of any non-renewal, cancellation, or expiration. In the event the State Project Manager receives a notice of non-renewal, the Contractor shall provide the State Project Manager with an insurance policy from another carrier at least thirty (30) Days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.
- G. The Contractor shall require that any sub-contractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the State Project Manager with the same documentation as is required of the Contractor.

3.15 Invoicing

3.15.1 Invoice Submission

The Contractor shall bill the Department as follows in a format to be approved by the State Project Manager prior to use:

- A. Transition-In Activities: No later than thirty (30) Calendar Days after the end of the six (6) month Transition-In period. Payment will be made after all activities/reports/deliverables are completed, received and accepted by the State Project Manager.

- B. On-going CSC Activities: Submission of a separate invoice for each Administration on a monthly basis, thirty (30) Calendar Days after the preceding month's end. Payment will be made based on the actual volume occurred in the report month (beginning from the 1st day to the last day of the month) and after approval by the State Project Manager. The Contractor shall bill at the unit price from the Financial Proposal (**Attachment F**) for the interval of usage attained each month for each billable activity.
- C. Task Order Requests: No later than thirty (30) Calendar Days after Task Order completion. Payment will be made after acceptance of the deliverable or task by the State Project Manager. Payment shall be made based on the Contractor's one-time only Firm Fixed Price for Transition-In activities, Fixed Unit Prices for on-going CSC operations and Hourly Labor Rates for Task Order Requests (Not-to-Exceed \$500,000), as provided on the Financial Proposal (**Attachment F**) for each Contract Period. The Contractor's Firm Fixed Price, Fixed Unit Prices and Hourly Labor Rates shall take into consideration all profit, direct and indirect costs. No increases in the Contractor's Prices will be allowed.

3.15.2 Invoice other

The Department reserves the right to reduce or withhold Contract payment or apply Liquidated Damages (**See Section 1.44**) in the event the Contractor does not meet Performance Standards and/or provide the required Deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

Invoices must be addressed to:

**Crystal Weaver
Constituent Services Office
Department of Human Resources
311 West Saratoga Street, Room 247
Baltimore, Maryland 21201-3500**

All invoices shall include the following information:

1. Contractor name;
2. Remittance address;
3. Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
4. Invoice period;
5. Invoice date;

6. Invoice number;
7. State assigned Contract number;
8. State assigned (Blanket) Purchase Order number(s);
9. Goods or services provided; and
10. Amount due
11. Amount invoiced-to-date
12. Amount paid-to-date
13. Amount paid-to-date based on the SFY cycle
14. Balance

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

The final invoice is due one (1) month after the Contract ends.

3.16 Payment/Billing Terms

The CSC will serve multiple DHR Administrations and as a result it will be necessary to provide a pricing structure that supports invoicing individual Administrations. The pricing structure should provide DHR with volume discounts. Therefore, tiered pricing (**see Attachment F – Financial Proposal Instructions and Financial Proposal Form**) for higher call volumes is being included and will apply to all Administrations.

For billing purposes, the State will not pay for calls and Correspondence (postal mail, email and fax) when erroneous information is given to the caller/inquirer by the CSR and further action is needed to provide a corrected response. The State Project Manager will monitor the Contract to ensure compliance.

3.16.1 IVR Calls

IVR Calls will be paid at a flat fixed fee per month.

3.16.2 Customer inquiries handled by CSRs in the CSC

A call is considered "resolved" and will be paid when all of the following (A) – (D) are satisfied:

- A. A CSR answers the call.
- B. The CSR provides the caller an accurate, professional response based on the information available to the CSR, and/or informs the caller that further research/follow up will be required and when to expect an update, and calls the party back with the requested

information.

- C. The CSR documents the call on the State's automated system or as determined by each Administration for calls related to a DHR Case, or on a call log if the call is a non-Case issue.
- D. If the caller leaves a message due to the length of the wait time or unavailability of the State's system to the CSR, the State will pay for a CSR call once the call is returned and resolved.
- E. Call-back Billing - For billing purposes, Call-backs will be paid the same as an incoming call (per call) only if the CSR is connected to the Customer number. If the Customer number is not reachable, Call-back shall be considered resolved only if 2 Call-backs are carried out within two (2) Business Days.
- F. If a Customer selects an option to transfer to a CSR, but made an incorrect program selection from the IVR, the State will not pay for the call. In this case, the CSR shall transfer the call to the correct Administration/office and the State will only pay for the call handled by the appropriate Administration's CSR service.
- G. Correspondence is considered "handled" and will be paid when all of the following (1) – (4) are satisfied:
 - 1. The CSR documents the receipt of the Correspondence
 - 2. If appropriate, the CSR updates the State's automated system as determined by each individual Administration for inquiries including postal and email response details related to DHR Cases, or on a Correspondence log if the inquiry is a non-DHR Case issue
 - 3. If appropriate, the CSR images and transmits the document to the appropriate LDSS, local Child Support office or CSO.
 - 4. If appropriate, the CSR identifies Correspondence by document type using provided bar code cover sheets and transmits processed Correspondence documents (paper) to the ECMS Contractor for imaging and indexing to the automated system.

3.17 Post-Award Kick-Off Meeting

No later than ten (10) Days after Contract Commencement, the State Project Manager, the Contractor's Project Manager and any other DHR or Contractor staff deemed appropriate shall attend a Post-Award Kick-off Meeting. The purpose of the Post-Award Kick-off Meeting is to communicate timelines and known requirements relative to the Transition Plans, discuss service delivery, invoice processing, monitoring and other Contract terms and conditions. The

Contractor will also be given by the State Project Manager a list with Contact information for DHR staff related to the Contract, Call Scripts and Administrations Desk Reference Guides. The date, time and location of the Kick-off Meeting will be communicated with the Contractor after Contract Commencement.

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SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

Offerors shall simultaneously submit Proposals in separate volumes:

- **Volume I** – TECHNICAL PROPOSAL
- **Volume II** – FINANCIAL PROPOSAL

4.2 Proposals

4.2.1 **Volume I – Technical Proposal** and **Volume II – Financial Proposal** shall be sealed separately from one another. It is preferred, but not required, that the name, email address, and telephone number of a contact for the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and six (6) copies each of the Technical Proposal and Financial Proposal. In addition, Offerors shall also provide one (1) electronic copy of both their Technical and Financial Proposals on a CD-ROM in MS Word (version 2000 or later version). Unless the resulting package will be too unwieldy, the State’s preference is for the two (2) sealed Volumes to be submitted together in a single package including a label bearing:

- The RFP title and number,
- Name and address of the Offeror, and
- Closing date and time for receipt of Proposals

To the Procurement Officer (see Section 1.5 “**Procurement Officer**”) prior to the date and time for receipt of Proposals (see Section 1.11 “**Proposals Due (Closing) Date and Time**”).

4.2.2 An electronic version (CD or DVD) of the Technical Proposal in Microsoft Word format must be enclosed with the original Technical Proposal. An electronic version (CD or DVD) of the Financial Proposal in Microsoft Word or Microsoft Excel format must be enclosed with the original Financial Proposal. CD/DVDs must be labeled on the outside with the RFP title and number, name of the Offeror, and volume number. CD/DVDs must be packaged with the original copy of the appropriate Proposal (Technical or Financial).

4.2.3 A second electronic version of Volume I and Volume II in searchable Adobe format shall be submitted on CD or DVD for Public Information Act (PIA) requests. **This copy shall be redacted so that confidential and/or proprietary information has been removed (see Section 1.14 “Public Information Act Notice”).**

4.2.4 All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

- 4.2.5 Proposals and any modifications to Proposals will be shown only to State employees, members of the Evaluation Committee, or other persons deemed by the Department to have a legitimate interest in them.

4.3 Delivery

Offerors may either mail or hand-deliver Proposals.

- 4.3.1 For U.S. Postal Service deliveries, any Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. An Offeror using first class mail will not be able to prove a timely delivery at the mailroom, and it could take several Days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.
- 4.3.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.
- 4.3.3 After receipt, a Register of Proposals will be prepared that identifies each Offeror. The Register of Proposals will be open to inspection only after the Procurement Officer makes a determination recommending the award of the Contract.

4.4 Volume I – Technical Proposal

Note: No pricing information is to be included in the Technical Proposal (Volume I). Pricing information is to be included only in the Financial Proposal (Volume II).

4.4.1 Format of Technical Proposal

Inside a sealed package described in Section 4.2 “Proposals,” the unbound original, six (6) copies, and the electronic version shall be provided. The RFP sections are numbered for ease of reference. **Section 4.4.2** sets forth the order of information to be provided in the Technical Proposal, e.g., **Section 4.4.2.1** “Title and Table of Contents,” **Section 4.4.2.2** “Claim of Confidentiality,” **Section 4.4.2.3** “Transmittal Letter,” **Section 4.4.2.4** “Executive Summary,” etc. In addition to the instructions below, responses in the Offeror’s Technical Proposal should reference the organization and numbering of Sections in the RFP (**ex. “Section 3.2.1 Response . . . ; “Section 3.2.2 Response . . .,”** etc.). This Proposal organization will allow State officials and the Evaluation Committee (**see RFP Section 5.1**) to “map” Offeror responses directly to RFP requirements by Section number and will aid in the evaluation process.

4.4.2 The Technical Proposal

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

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

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

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

Any information which is claimed to be confidential/proprietary is to be noted by reference and included after the Title Page and before the Table of Contents, and if applicable, also in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included (**See Section 1.14 "Public Information Act Notice"**). The entire Proposal cannot be given a blanket confidentiality designation. Any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal.

4.4.2.3 Transmittal Letter (Submit under TAB B)

A Transmittal Letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. The Transmittal Letter should include the following:

- Name and address of the Offeror;
- Name, title, e-mail address, and telephone number of primary contact for the Offeror;
- Solicitation Title and Solicitation Number that the Proposal is in response to;
- Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
- Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);
- Offeror's eMM number;
- Offeror's MBE certification number (if applicable);
- Offeror's VSBE certification number (if applicable);
- Acceptance of all State RFP and Contract terms and conditions (**See Section 1.24**); if any exceptions are taken, they are to be noted in the Executive Summary (**see Section 4.4.2.4**); and
- Acknowledgement of all addenda to this RFP.

4.4.2.4 Executive Summary (Submit under TAB C)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.” The Summary shall identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Attachment A**), or any other attachments. Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

If the Offeror has taken no exceptions to the requirements of this RFP, the Executive Summary shall so state.

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

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 “Offeror Minimum Qualifications.”

4.4.2.6 Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)

- A. The Offeror shall address each Scope of Work requirement (**Section 3**) in its Technical Proposal and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to a Scope of Work (**Section 3**) requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.
- B. The Offeror shall give a definitive description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology and techniques to be used by the Offeror in providing the required services as outlined in RFP **Section 3**, Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered Contract deliverables must be recognized in the Work Plan.
- C. The Offeror shall identify the location(s) from which it proposes to provide the services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State’s requirements as outlined in this RFP.

- D. The Offeror must provide a draft Incident Problem Escalation Procedure (IPEP) **(See Section 3.5.9)** that includes, at a minimum, titles of individuals to be contacted by the State Project Manager should problems arise under the Contract and explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures must be submitted as indicated in RFP Section 3.5.9.B. The Offeror's process for resolving billing errors.
- E. The Offeror must identify in its Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.
- F. The Offeror must describe in its Proposal how they plan to meet all IT Security requirements as described in Section 3.5.2.1. At a minimum the Proposal shall include a draft Security Plan as per the requirements of Section 3.5.2.1(o).
- G. Set forth the plan by which the Offeror will be prepared to initiate the full range of services by the Go Live Date (See Section 1.4.3). A description of any tools, for example, non-proprietary hardware and/or software applications that will be used to facilitate the work.
- H. A description of any assumptions formed by the Contractor in developing the Technical Proposal. Offerors should avoid assumptions that counter or constitute exceptions to the RFP terms and conditions.
- I. In addition to the CRM requirements listed in Section 3.3.1, the Offeror shall propose additional features for self-service, knowledge base management, mobile and social media applications, and chat, as contained in its Technical Proposal for evaluation.
- J. Propose deadlines and supportive tasks for planning, design, development, production and distribution of all training materials.
- K. The initial Transition-In Plan shall be submitted with the Proposal and include a clear breakdown of activities and responsibilities, including those activities that will be the responsibility of DHR during the Transition-In.
- L. The resulting Contract may require frequent visits to State facilities. Offerors shall describe in detail in their Technical Proposals measures utilized by their firm to ensure the security and safety of these buildings. This shall include, but is not limited to:
 - 1. Performance of security background (public trust) checks on personnel assigned to this Contract and how they are performed;
 - 2. What the security check consists of;
 - 3. The name of the company that performs the security checks; and

4. Use of uniforms and ID badges, etc.

4.4.2.7 Experience and Qualifications of Proposed Staff, including proposed subcontractors (Submit under TAB F)

The Offeror shall identify the number and types of staff proposed to be utilized under the Contract.

The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan. The Offeror shall include individual resumes for the Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation. Letters of intended commitment to work on the project, including letters from any proposed subcontractor(s), shall be included in this section.

The Offeror shall provide an Organizational Chart outlining personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.

4.4.2.8 Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and/or services. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

- A. The number of years the Offeror has provided similar services;
- B. The number of clients/Customers and geographic locations that the Offeror currently serves;
- C. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract; and
- D. An organizational chart that identifies the complete structure of the Offeror, including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

4.4.2.9 References (Submit under TAB H)

Provide two (2) references from Customers who are capable of documenting the Offeror's ability to provide the services specified in this RFP. References used to meet any Offeror Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided services within the past five (5) years and shall include the following information:

- A. Name of client organization;
- B. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- C. Value, type, duration, and description of services provided.

The Department reserves the right to request additional references or utilize references not provided by an Offeror.

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

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

- A. The State contracting entity;
- B. A brief description of the services/goods provided;
- C. The dollar value of the Contract;
- D. The term of the Contract;
- E. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- F. Whether the Contract was terminated before the end of the term specified in the original Contract, including whether any available renewal option was not exercised.

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

4.4.2.11 Financial Capability (Submit under TAB J)

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

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

- A. Dunn and Bradstreet Rating;
- B. Standard and Poor's Rating;
- C. Lines of credit;
- D. Evidence of a successful financial track record; and
- E. Evidence of adequate working capital.

4.4.2.12 Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in **Section 3.14**. See **Section 5.6** for the required insurance certificate submission for the recommended Offeror.

4.4.2.13 Subcontractors (Submit under TAB L)

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. See **Sections 4.4.2.6 and 4.4.2.7** for additional Offeror requirements related to Subcontractors.

4.4.2.14 Legal Action Summary (Submit under TAB M)

This summary shall include:

- A. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- B. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- C. A description of any judgments against the Offeror within the past five (5) years, including the Case name, court Case docket number, and what the final ruling or determination was from the court; and
- D. In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

4.4.2.15 Economic Benefit Factors (Submit under TAB N)

The Offeror shall submit with its Proposal narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of this Contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. See COMAR 21.05.03.03A (3).

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.

Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.

As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this Contract:

- A. generic statements that the State will benefit from the Offeror's superior performance under the Contract;
- B. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this Contract; or
- C. tax revenues from Maryland based employees or locations, other than those that will be performing, or used to perform, work under this Contract.

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. Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;
- The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;

- 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; and
- 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.

4.4.3 Additional Required Technical Submissions (Submit under TAB O)

4.4.3.1 The following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to **Section 4.4.2**.

- A. Completed **Bid/Proposal Affidavit (Attachment B)**.
- B. Completed **Maryland Living Wage Requirements Affidavit of Agreement (Attachment G-1)**.

4.4.3.2 The following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to **Section 4.4.2**:

- Completed **MDOT Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D1)**
- Completed **Federal Funds Attachment (Attachment H)**
- Completed **Conflict of Interest Affidavit and Disclosure (Attachment I)**
- Completed **Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule (Attachment M-1)**.
- Completed **Location of the Performance of Services Disclosure (Attachment N)**

4.5 Volume II – Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format identified in Section 4.2 “Proposals,” the Offeror shall submit an original unbound copy, six (6) copies, and an electronic version in Microsoft Word or Microsoft Excel of the **Financial Proposal**. The Financial Proposal shall contain all price information in the format specified in **Attachment F**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself.

SECTION 5 – 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 sub-criteria within each criterion have equal weight.

5.2.1 Offeror’s Technical Response to RFP Requirements and Work Plan (See Section 4.4.2.6)

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, including proposed Subcontractors (See Section 4.4.2.7).

5.2.3 Offeror Qualifications and Capabilities (See Sections 4.4.2.8 – 4.4.2.14).

5.2.4 Economic Benefit to State of Maryland (See Section 4.4.2.15).

5.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (See Section 5.5.2.4) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Grand Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on **Attachment F - Financial 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 permits procuring units to 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 A determination is made that the Offeror satisfies the minimum qualification listed in Section 2, and that the **MDOT Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1)** is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the **Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule (Attachment M-1)** is included and is properly completed, if there is a VSBE goal.

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 must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.

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 three (3) copies of each of the following documents:

- A. **Contract (Attachment A)**,
- B. **Contract Affidavit (Attachment C)**,
- C. **MBE Attachments D-2, D-3A and D-3B**, within ten (10) Working Days, if applicable; *see **Section 1.33**,
- D. **MBE Waiver Justification** within ten (10) Working Days, usually including **Exhibit A and Attachment D-1C**, if a waiver has been requested (if applicable; *see **Section 1.33**),
- E. **VSBE Attachments M-2 and M-3**, if applicable *see **Section 1.41**,

- F. Copy of a current **Certificate of Insurance** with the prescribed limits set forth in Section 3.14 “Insurance Requirements,” listing the State as an additional insured, if applicable; *see **Section 3.14**.

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RFP ATTACHMENTS

ATTACHMENT A – CONTRACT

This is the sample Contract used by the Department. It is provided with the RFP for informational purposes and is not required to be submitted at Proposal submission time. Upon notification of recommendation for award, a completed Contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Contract no later than five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

The sample Contract is included as a separate attachment to this RFP.

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

The Bid/Proposal Affidavit is included as a separate attachment to this RFP.

ATTACHMENT C – CONTRACT AFFIDAVIT

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer no later than five (5) Business Days after receiving notification of recommendation for award.

The Contract Affidavit is included as a separate attachment to this RFP.

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE FORMS

If required (see Section 1.33), these Attachments include the MBE subcontracting goal statement, instructions, and **MBE Attachments D-1A through D-5**. **Attachment D-1A** shall be properly completed and submitted with the Offeror's Technical Proposal or the Proposal will be deemed not reasonably susceptible of being selected for award and rejected. No later than ten (10) Working Days after receiving notification of recommendation for Contract award, the Offeror must submit **Attachments D-2, D-3A and D-3B** and, if the Offeror has requested a waiver of the MBE goal, **Exhibit A and Attachment D-1C**.

The Minority Business Enterprise Forms are included as separate attachments to this RFP.

ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM

It is requested that this form be completed and submitted as described in Section 1.7 by those potential Offerors that plan on attending the Pre-Proposal Conference.

The Pre-Proposal Conference Response Form is included as a separate attachment to this RFP.

ATTACHMENT F – FINANCIAL PROPOSAL INSTRUCTION AND FORM

The Financial Proposal Form must be completed and submitted in the Financial Proposal package.

The Financial Proposal Instructions and Form are included as a separate attachment to this RFP.

ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Attachment G-1 Living Wage Affidavit of Agreement must be completed and submitted with the Technical Proposal.

Living wage requirements is included as a separate attachment to this RFP.

ATTACHMENT H - FEDERAL FUNDS ATTACHMENT

If required (**See Section 1.35**), these Attachments must be completed and submitted with the Technical Proposal as instructed in the Attachments.

Federal Funds Attachment is included as a separate attachment to this RFP.

ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

If required (see Section 1.36), this Attachment must be completed and submitted with the Technical Proposal.

The Conflict of Interest Affidavit and Disclosure is included as a separate attachment to this RFP.

ATTACHMENT J – NON-DISCLOSURE AGREEMENT

If required (see Section 1.37), this Attachment must be completed and submitted no later than five (5) Business Days after receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

The Non-Disclosure Agreement is included as a separate attachment to this RFP.

ATTACHMENT K – HIPAA BUSINESS ASSOCIATE AGREEMENT

The HIPPA Business Associate Agreement is not applicable to this solicitation.

ATTACHMENT L – MERCURY AFFIDAVIT

The Mercury Affidavit is not applicable to this solicitation.

ATTACHMENT M – VETERAN-OWNED SMALL BUSINESS ENTERPRISE

If required (see Section 1.41), these Attachments include the VSBE Attachments M-1 through M-4. Attachment M-1 must be completed and submitted with the Technical Proposal.

Attachment M-2 is required to be submitted no later than ten (10) Working Days after receiving notification of recommendation for award.

The Veteran-Owned Small Business Enterprise forms are included as separate attachments to this RFP.

ATTACHMENT N – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

If required (see Section 1.42), this Attachment must be completed and submitted with the Technical Proposal.

The Location of the Performance of Services Disclosure is included as a separate attachment to this RFP.

ATTACHMENT O – DHR HIRING AGREEMENT

If required (see Section 1.43), this Attachment is to be completed and submitted no later than five (5) Business Days after receiving notification of recommendation for award.

The DHR Hiring Agreement is included as a separate attachment to this RFP.

ATTACHMENT P – DHR SYSTEMS AND APPLICATIONS

DHR systems and applications are included as a separate attachment to this RFP.

ATTACHMENT Q – ADMINISTRATIONS PROGRAM OVERVIEW

DHR Administrations Program Management is included as a separate attachment to this RFP with the following exhibits:

Exhibit 1: Constituent Services

Exhibit 2: Child Support Enforcement Administration

Exhibit 3: Family Investment Administration

Exhibit 4: Social Services Administration

ATTACHMENT R: DHR CALL VOLUME SAMPLE

An excel spreadsheet with call volumes, emails and other correspondence processing approximate volumes for the period March 2013 – May 2014 is included as a separate attachment to this RFP.

ATTACHMENT S – TECHNICAL SPECIFICATIONS

DHR Technical Specifications are is included as a separate attachment to this RFP with the following exhibits:

Exhibit 1: System Test & Integration

Exhibit 2: Security Requirements

Exhibit 3: OTHS Desktop & Laptop Standard

ATTACHMENT T -PROGRAM APPLICATION FORMS

The DHR sample Program Application Forms are not included in this RFP and will be available on request.

ATTACHMENT U - MAILING ADDRESSES OF LOCAL DSS OFFICES

The DHR Local Department of Social Services offices addresses are included as a separate attachment to this RFP.

ATTACHMENT V - ANNUAL INTERNAL REVENUE SERVICE (IRS) EMPLOYEE AWARENESS

The annual IRS Employee Awareness Form is included as a separate attachment to this RFP.

ATTACHMENT W – CRIMINAL BACKGROUND CHECK AFFIDAVIT

The Criminal Background Check Affidavit is included as a separate attachment to this RFP.

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