



Department of Information Technology (DoIT)
REQUEST FOR PROPOSALS (RFP)
for the
Central Collection Unit (CCU) Contact Center Solution

SOLICITATION NO. F50B6400027

Issue Date: March 7, 2016

NOTICE

**Minority Business Enterprises Are Encouraged to Respond to
this Solicitation**

STATE OF MARYLAND

*Department of Information Technology (DoIT)***RFP KEY INFORMATION SUMMARY SHEET**

RFP Title:	Central Collection Unit (CCU) Contact Center Solution
RFP Number:	F50B6400027
RFP Issuing Department:	DoIT 45 Calvert Street Annapolis, Maryland 21401
RFP Issue Date:	03/07/2016
Proposals Due Date and Time:	04/06/ 2016 at 12:00 PM Local Time
Questions Due Date and Time:	3/22/2016 at 12:00 PM Local Time
Procurement Officer:	Courtney Kapral Phone: 410-260-6170 e-mail: Courtney.Kapral@maryland.gov
Contract Manager:	David Woodard Phone: (410)767-8616 e-mail: David.Woodard@maryland.gov
Send Proposals to:	DoIT 45 Calvert Street Annapolis Maryland 21401 Attention: Courtney.Kapral@maryland.gov
Send Questions (e-mail only) to:	e-mail address: Courtney.Kapral@maryland.gov
Contract Type	Fixed Price and Time and Materials
Contract Duration	Five (5) year base period and five (5) one-year option periods
MBE Subcontracting Goal:	5%
VSBE Subcontracting Goal:	0 %
Small Business Reserve	No
Pre-Proposal Conference:	State of Maryland Building 300 West Preston Street Auditorium Baltimore, MD 21201 3/17/2016 at 9:00 AM Local Time See Attachment E for Directions and Response Form

STATE OF MARYLAND
NOTICE TO OFFERORS/BIDDERS/CONTRACTORS
Maryland Wants to Do Business with You

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

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

Additional Comments:

Please add suggestions for improvement here:

Name of Commenter and Business (optional): _____

Contact Person (optional): _____ Phone (____) _____ - _____

Bid/proposal Number: F50B6400027 Entitled: CCU Contact Center Solution

Your comments will help us improve the procurement process.

Thank You.

Please return your comments with your proposal. If you have chosen not to propose to this RFP, please e-mail this completed form to the Procurement Officer's e-mail address.

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1 GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Department of Information Technology (DoIT or “the Department”) is issuing this Request for Proposals (RFP) to provide the Central Collection Unit (CCU) with a vendor-hosted cloud based Contact Center Solution, including Internet Protocol Public Branch Exchange (IP PBX), Automated Call Distribution (ACD), Interactive Voice Response (IVR), Integrated Predictive Dialer (IPD), Call Monitoring and Recording system, Internet Protocol (IP) Phone sets and Softphones, necessary telecommunications equipment and services, and integration services.
- 1.1.2 The State requires a managed solution that has no investment by the State in software, servers, or other components other than phones and any phone accessories.
- 1.1.3 This Contact Center Solution is a portion of a larger CCU Modernization Project, which, after initial deployment of the CCU Contact Center Solution, will include the Contractor furnishing integration services in support of CCU Modernization Project. Full deployment of all phones, is expected to occur after extensive integration testing and enhanced capabilities as part of the CCU Modernization Project.
- 1.1.4 It is the State’s intention to obtain products/services, as specified in this RFP, through a Contract between the successful Offeror and the State. See Section 1.4 for contract duration information.
- 1.1.5 The Department intends to make a single award as a result of this RFP.
- 1.1.6 Offerors, either directly or through their Subcontractor(s), must be able to provide all products/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.
- 1.1.7 The resulting Contract applies exclusively to all entities of State of Maryland government subject to Section 3A-302(b) of the State Finance and Procurement Article.

1.2 Abbreviations and Definitions

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

Term	Definition
Acceptable Use Policy (AUP)	A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet.
Access	The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.

Agent	An individual who receives calls to the CCU and interacts with Debtors and/or Creditors involving the delinquent debt owed to the State. Also known as a Customer Service Representative.
Automated Call Distributor (ACD)	A specialized voice communications system used for handling incoming calls. The ACD recognizes and answers an incoming call, looks in its database for call-routing instructions, and distributes the call as appropriate. An important role of the ACD is to produce management information by tracking both calls and Agent performance.
Automated Clearing House (ACH)	A secure payment transfer system that connects all U.S. financial institutions. In 1998, the network processed nearly 5.3 billion ACH transactions with a total value of more than \$16 trillion.
Automatic Number Identification (ANI)	An optional 800/900 telephone service, provided by the inter-exchange carrier, that transmits the Caller's telephone number. The ANI digits arrive before the Caller is connected and are usually transmitted by DTMF signaling. Note: ANI provides the same information as Caller ID, but it cannot be blocked because it is required billing information for the payer of the call.
Business Day	Monday through Friday (excluding State holidays)
Call Blending	Call blending, also known as predictive blending, gives the ability to deliver both inbound and outbound calls seamlessly to the Agent, regulating outbound call volume based on inbound traffic. When inbound traffic is low, outbound calls are automatically generated for a specified dialer campaign. When inbound traffic picks up, the dialer dynamically slows the number of outgoing calls to meet the inbound service level. Results can include increased Agent productivity, streamlined staffing, and improved customer service.
Call Monitoring	The practice of listening to Agents' telephone calls to assess the quality with which the call is handled. The monitoring may be silent, announced, side-by-side, or recorded for later review. This is also referred to as service observation.

Call Recording	Call Recording is the practice of recording the interactions between Contact Center Agents and Callers for the purpose of assessing performance, accuracy, and quality of the interaction. Recordings can also be used for verifying the results of the interaction such as the agreement to payment terms.
Caller	A person who contacts the CCU by phone to discuss delinquent debt owed to the State.
Central Collection Unit (CCU)	The organization responsible for collecting delinquent debt for the State of Maryland. The CCU's clients are State agencies, independent boards, commissions, divisions, subdivisions, or sections. CCU business hours are 8:00 am – 5:00 pm Monday – Friday (excluding State holidays).
Client	Refer to Creditor
Cloud based CCU Contact Center Solution	An integrated vendor-hosted cloud based solution that can be delivered and priced as a service, can be leased from a contractor(s), and includes an IP-PBX, ACD, IVR, IPD, and Call Monitoring and Recording services.
COMAR	Code of Maryland Regulations available on-line at www.dsd.state.md.us
Computer Telephony Integration	Technology that allows interactions on a telephone and a computer to be integrated or coordinated, as defined in the FICO Debt Manager Dialer and Standard ETL Guide.
Contact Center	Agents that primarily handle Debtor and Creditor telephone requests and other types of communications such as letters, e-mail, and faxes.
Contract	The Contract awarded to the successful Offeror pursuant to this RFP, the form of which is attached to this RFP as Attachment A
Contract Manager	The State representative who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring the 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
Contractor	The Offeror awarded the Contract

Contractor Personnel	Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract
Contractor’s Point of Contact (POC)	Person designated at the time of Contract award by the Contractor as the single point of contact with the authority and knowledge to resolve Contract issues.
Creditor	An organization that utilizes the CCU to collect delinquent debt. Includes State independent boards, commissions, divisions, subdivisions, or sections.
Custom Software	Application modules developed to integrate with a Commercial-off-the-Shelf (COTS), source-codes, maintenance updates, documentation, and configuration files, when developed under this Contract.
Customer Service Representative (CSR)	Refer to Agent
Data Breach	The unauthorized acquisition, use, modification or disclosure of Sensitive Data
Debt Collection Information System (DCIS)	DCIS is the replacement system for CCU’s legacy applications. It is a suite of applications that support the CCU’s business including Fair Isaac Corporation’s Debt Manager (DM) as the core software. The cloud based CCU Contact Center Solution is a subset under this DCIS.
Debt Manager (DM)	Web-based debt collection software provided by Fair Isaac Corporation (FICO)
Debtor	A person who owes money to the State.
Debtor Account(s)	A record in DM that contains information on money owed to the State including, but not limited to, Social Security Number (SSN), account number, Debtor name, referring Creditor, and notes.
Department of Information Technology (DoIT, or the Department)	The unit of the Executive Branch of Maryland State government issuing the RFP.
Document Management	A system used to track, manage and store documents. The DCIS Document Management system, Hyland OnBase, keeps a record of various documents (e.g. Creditor documentation and Debtor correspondence) and the versions created and modified by different users.
eMaryland Marketplace (eMM)	Maryland’s online procurement system

End User License Agreement (EULA)	The terms of service governing access to and use of the software services provided pursuant to this Contract
Fixed Price	Pricing option which places responsibility on the Contractor for the delivery of any products and the complete performance of any services in accordance with the RFP at a price that is not subject to adjustment
Handle Data	Collect, store, transmit, have access to data
Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) Maintenance; (b) Telecommunications; and (c) Associated consulting services
Integrated Predictive Dialer (IPD)	A device used to automate the method of making outbound calls and directing them to an Agent when a person answers. Predictive dialing screens out other responses, such as answering machines, busy signals or operator intercepts, and records the results. Using mathematical algorithms, the dialer takes into account the number of available Agents, the number of lines, talk time, and the probability of call results to determine how many calls need to be made to increase Agent productivity.
Interactive Voice Response (IVR)	A system that automates retrieval and processing of information by phone using touchtone (DTMF) signaling or voice recognition to access information residing on a server. The response may be given by a recorded human voice or a synthesized (computerized) voice. Automated attendant, announcement, menu trees, and transfer functions (interflow and intraflow) should also be supported with answer supervision.
Internet Protocol (IP) Phone sets	Use Voice over IP (VoIP) technologies for placing and transmitting telephone calls over an Internet Protocol network, such as the Internet, instead of the traditional public switched telephone network (PSTN). A Softphone is an application for making telephone calls over the Internet using a computer. Also refer to Soft phone definition.
Internet Protocol (IP) Public Branch Exchange (PBX)	A business or enterprise telephone switching system that provides services similar to a standard PBX, but utilizes VoIP over a Local Area Network or Wide Area Network data network. The system also provides access to the circuit-switched networks used by the traditional Public Switched Telephone Network (PSTN).

Key Personnel	Contractor Personnel that, should they leave during the performance period, will, in the State's opinion, have a substantial negative impact on the Contractor's performance under the Contract. As provided in Section 1.23, Key Personnel may be identified after Contract award.
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
Maryland Department of General Services (DGS)	DGS delivers professional and technical services to State agencies designing, building, leasing, managing and maintaining facilities; procuring goods and services; leading energy conservation efforts; and providing essential functions such as fuel management, disposition of surplus property and records storage.
Maryland Department of Information Technology (DoIT)	Refer to 'Department of Information Technology'
Minority Business Enterprise (MBE)	A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03
Monthly Charges	For purposes of SLA credit calculation, Monthly Charges are defined as the charges invoiced during the month of the breach for the monthly fixed services as set forth in Attachment F, Price Sheet.
Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays
Notice to Proceed (NTP)	A written notice from the Procurement Officer that work on the Contract, project, or Work Order shall begin on a specified date. Additional NTPs may be issued by either the Procurement Officer or the Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in a NTP for work on the Contract, project, or Work Order to begin
Offeror	An entity that submits a proposal in response to this RFP
Payment Gateway	An application service provider that authorizes merchant card payments, to include credit cards, debit cards, and electronic checks. It facilitates the transfer of information between an IVR service and the Payment Processor.

Payment Processor	Is a company (often a third party) appointed by a merchant to handle merchant card payment transactions from various channels
Personally Identifiable Information (PII)	Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
Point of Contact (POC)	The individual named as the person to coordinate on a particular topic
Procurement Officer	The State representative who is responsible for the Contract, determining scope issues and is the only State representative that can authorize changes to the Contract
Proposal	As appropriate, either or both an Offeror's Technical or Financial Proposal
Protected Health Information (PHI)	Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual
Recovery Point Objective (RPO)	Is defined by business continuity planning and is the maximum targeted period in which data might be lost from an IT service due to a major incident.
Recovery Time Objective (RTO)	Is the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity.
Request for Proposals (RFP)	This Request for Proposals for the Department of Information Technology, including any amendments / addenda thereto

Security Incident	A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
Security or Security Measures	The technology, policy and procedures that a) protect and b) control access to networks, systems, and data
Sensitive Data	Means PII; PHI; information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; or other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., State Gov’t § 10-1301(c)
Service Availability	The period of time the System will work as required including non-operational periods associated with reliability, maintenance, and logistics
Service Level Agreement (SLA)	Contract component that establishes both measurable levels of Contractor performance and associated liquidated damages for the Contractor’s failure to meet those performance levels.
Session Initiation Protocol (SIP)	SIP is an Internet Engineering Task Force (IETF) standard protocol for initiating an interactive user session that involves multimedia elements such as video, voice, chat, gaming, and virtual reality.
SLA Activation Date	The date on which SLA charges commence under this Contract, which may include, but to, the date of (a) completion of Transition In, (b) a delivery, or (c) releases of work
Softphone (software telephone)	A Softphone is an application program that enables IP phone calls from computing devices. In the enterprise, Softphones are sometimes referred to as soft clients.

<p>Software as a Service (SaaS)</p>	<p>Software-as-a-Service (SaaS) as used in this document is defined as the capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, or storage, but may be permitted limited user-specific application configuration settings.</p> <p>Under SaaS, the Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided, and shall keep all software current. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the Contractor.</p> <p>The (remote) delivery of an item of software or a system by a provider to a subscriber or user base.</p>
<p>State</p>	<p>The State of Maryland</p>
<p>Subcontractor</p>	<p>An Agent, service provider, supplier, or vendor selected by the Contractor to provide subcontracted services or products under the direction of the Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the same terms and conditions as the Contractor.</p>
<p>System</p>	<p>All services, equipment and activities necessary to fully support the CCU cloud based Contact Center Solution as an Information System, described as services and/or products in this RFP, to include IP PBX, ACD, IVR, IPD, Call Monitoring and Recording system, IP Phone sets (both physical and soft), and other necessary telecommunications equipment and services, and non-technical items such as noted in the Section 3.9 Deliverables for this procurement. This definition of System includes all System Source Materials developed as a result of this Contract.</p> <p>All upgrades and regulatory updates shall be provided at no additional cost to the State.</p>

<p>System Source Materials</p>	<p>Those materials of the CCU Contact Center Solution system (“System”), including, but not limited to:</p> <ul style="list-style-type: none"> a) Custom Software and all associated rules, reports, forms, templates, scripts, data dictionaries and database functionality. b) All associated Custom Software design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation. c) A complete list of third party, open source, or commercial software components and detailed configuration notes for the Custom Software (e.g., operating system, relational database, and rules engine software). d) All associated training materials for business users and technical staff e) IVR scripts and configuration files f) Standard operating procedures, if requested on the Contract
<p>Technical Safeguards</p>	<p>The technology and the policy and procedures for its use that protect Sensitive Data and control access to it</p>
<p>Time and Material (T&M)</p>	<p>Type of payment to the Contractor specific to performance, based on direct labor hours billed at specific hourly rates, plus non-routine travel costs as may be identified in a Contract, plus the actual cost of any materials provided. The fixed hourly labor category rates, plus the actual cost of materials, and non-routine travel will be the only payment made for this type of Contract.</p> <p>The labor category hourly rates may not exceed the hourly rates specified in the Contract.</p> <p>The Contractor will be required to provide time records and/or other documentation documenting that all direct hours billed have actually been expended its Contractor Personnel, totally and productively in the performance of the Contract.</p> <p>In addition, the Contractor must also provide documentation of the actual cost of materials or other activities directly used in the performance of the Contract.</p>

Total Evaluated Price	The Offeror's price as submitted on Attachment F - Price Sheet, upon which the Offeror's Financial Proposal will be evaluated. (see RFP Section 5.3)
Unified Communications	An industry term used to describe all forms of call and multimedia/cross-media message-management functions controlled by an individual user for both business and social purposes. This includes any enterprise informational or transactional application process that emulates a human user and uses a single, content-independent personal messaging channel (mailbox) for contact access.
Upgrade	A new release of any component of the System containing major new features, functionality and/or performance improvements. An Upgrade would conventionally be indicated where the version number is changed by incrementing the numeric digits to the left of the decimal point, e.g., versions 1.0, 2.0, 3.0, and 4.0 would each typically be Upgrades to prior versions.
Veteran-owned Small Business Enterprise (VSBE)	A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13 and http://www.vetbiz.gov .
Work Order	A subset of work authorized by the Contract Manager performed under the general scope of this RFP, which is defined in advance of Contractor fulfillment, and which may not require a Contract Modification. Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Work Order.
Working Day(s)	Same as "Business Day"

1.3 Contract Type

The Contract shall be a fixed price contract as defined in COMAR 21.06.03.02 for monthly services, an indefinite quantity contract with firm fixed prices as defined in COMAR 21.06.03.02 and 21.06.03.06 for equipment, and a time and materials contract as defined in COMAR 21.06.05 for Work Orders.

1.4 Contract Duration

1.4.1 The Contract shall start from the date of mutual contract execution by the parties (the "Effective Date").

- 1.4.2 As of the NTP Date contained in a Notice to Proceed (NTP), the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation and the offerings in its Technical Proposal, for the compensation described in its Financial Proposal.
- 1.4.3 The Contract shall be for five (5) years from the Effective Date. The State, at its sole option, may renew the term of the Contract through five (5) additional one-year renewal options for up to a total potential Contract length of ten (10) years.
- 1.4.4 The Contractor's obligations to pay invoices to subcontractors that provide products/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.
- 1.4.5 In accordance with BPW Advisory 1995-1, in the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two-year contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

1.5 Procurement Officer

The sole point of contact in the State for purposes of this RFP prior to the award of a contract is the Procurement Officer as listed Key Information Summary Sheet.

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

1.6 Contract Manager

The Contract Manager for the Contract is listed in the Key Information Summary Sheet.

DoIT may change the Contract Manager at any time by written notice.

1.7 Pre-proposal Conference

- 1.7.1 A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all interested companies are encouraged to attend in order to facilitate better preparation of their proposals.
- 1.7.2 Seating at the pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 1.7.3 The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via the same mechanism described for amendments and questions.
- 1.7.4 In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the Pre-Proposal Conference Response Form (Attachment E) no later than the time and date indicated on the form. In addition, if there is a need for sign language

interpretation and/or other special accommodations due to a disability, please call the Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The Department will make reasonable efforts to provide such special accommodation.

- 1.7.5 A site visit is suggested for prospective Offerors to assist in responding to this RFP. A site visit has been pre-scheduled for Friday, March 11, 2016, beginning at 10:00am Local Time, at 300 West Preston Street, Baltimore, MD. All prospective Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

1.8 eMaryland Marketplace (eMM)

- 1.8.1 eMaryland Marketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services (DGS). In addition to using the DoIT's website <http://doit.maryland.gov/contracts/Pages/bids.aspx> and possibly using other means for transmitting the RFP and associated materials, the RFP, pre-proposal conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation related information will be made available via eMM .
- 1.8.2 In order to receive a contract award, a company must be registered on eMM. Guidelines can be found on the eMaryland Marketplace website at <http://emaryland.buyspeed.com>.

1.9 Questions

- 1.9.1 All questions shall be submitted via e-mail to the Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Please identify in the subject line the Solicitation Number and Title. Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments and posted on eMM.
- 1.9.2 Only answers that have been answered in writing by the State can be considered final and binding.

1.10 Procurement Method

The Contract will be awarded in accordance with the Competitive Sealed Proposals procurement method as described in COMAR 21.05.03.

1.11 Proposals Due (Closing) Date and Time

- 1.11.1 Proposals, in the number and form set forth in Section 4 "Proposal Format," must be received by the Procurement Officer no later than the date and time listed on the Key Information Summary Sheet in order to be considered.
- 1.11.2 Requests for extension of this date or time shall 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 21.05.02.10, Proposals received by the Procurement Officer after the due date and time shall not be considered.
- 1.11.3 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the Proposals due time and date.

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

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

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

1.14.1 Offerors should give specific attention to the clear identification of those portions of their Proposals that they deem to be confidential, proprietary commercial information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4 (Also, see RFP Section 4.2.2.2 “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.

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

1.15 Award Basis

A 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 products/services as specified in this RFP. See RFP Section 5 for further award information.

1.16 Oral Presentation

Offerors determined to be reasonably susceptible will 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.

The presentation must include the following items:

1. Solution product overviews and any orientation that may be necessary for the evaluation team members to understand the solution’s operations.
2. Description and demonstration of the general extensibility of the solution.

3. Scripted live demonstration of the proposed solution.
4. Description and demonstration of proposed IP Phone sets.
5. Discussion of how the Offeror plans to meet the Deliverables and due dates.
6. Description and demonstration of how the Offeror typically configures the proposed solution and identification of the Offeror and/or State configuration roles needed.
7. Description of how the dialer campaign will prevent outbound call latency issues and prevent duplicate calls to resolved accounts.
8. Summary of Offeror's experience and capabilities, as it relates to this RFP.
9. Description of the Offeror's organization.
10. Description of licensing pricing approach (with **no** pricing information).
11. Description of proposed maintenance and technical support.
12. Description of the standard reports and ad-hoc reporting capabilities.
13. List of all software and hardware used in live demo (for example, laptop specification and software subsystems name and versions).

1.17 Duration of Proposal

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

1.18 Revisions to the RFP

- 1.18.1 If it becomes necessary to revise this RFP before the due date for 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.
- 1.18.2 Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal. Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not susceptible for award.

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 submitting a Proposal in response to this solicitation.

1.21 Protest/Disputes

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

1.22 Offeror Responsibilities

- 1.22.1 The successful Offeror shall be responsible for rendering products and services for which it has been selected as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this RFP (see Section 1.33 "Minority Business Enterprise Goals" and Section 1.41 "Veteran-Owned Small Business Enterprise Goals").
- 1.22.2 If an Offeror that seeks to perform or provide the products/services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.
- 1.22.3 Although experience and documentation of an Offeror's parent may be used to satisfy minimum qualifications, a parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are transferred to and shared with the Offeror, any stated intent by the parent in its guarantee of performance for direct involvement in the performance of the Contract, and the value of the parent's participation as determined by the State.

1.23 Substitution of Contractor Personnel**A. Key Personnel**

No Key Personnel have been identified for this RFP but may be defined on a Work Order.

B. Continuous Performance of Key Personnel

Key Personnel shall be available to perform Contract requirements 30 days from the NTP Date. Unless explicitly authorized by the Contract Manager or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.

Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Manager.

The provisions of this section B apply to Key Personnel identified in each Work Order.

C. Definitions

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

1. **Extraordinary Personnel Event** – means leave under the Family Medical Leave Act; or an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.
2. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFP or the Contractor’s Technical Proposal.

D. Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in paragraph E of this section.

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

E. Replacement Circumstances

1. Key Personnel Replacement

To replace any Key Personnel in a circumstance other than as described in 1.23.E.2, including transfers and promotions, the Contractor shall submit a substitution request as described in paragraph D to the Contract Manager at least fifteen (15) days prior to the intended date of

change. A substitution may not occur unless and until the Contract Manager approves the substitution in writing.

2. Key Personnel Replacement Due to Vacancy
 - a. The Contractor shall replace Key Personnel whenever a vacancy occurs due to the sudden termination, resignation, Extraordinary Personnel Event, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under Section E.1.)
 - b. Under any of the circumstances set forth in this paragraph E.2, the Contractor shall identify a suitable replacement and provide the same information and items required under paragraph D of this section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.
3. Key Personnel Replacement Due to an Indeterminate Absence
 - a. 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, or an Extraordinary Personnel Event and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Manager as required under paragraph D of this section.
 - b. However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Manager the Contract Manager may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.
4. Directed Personnel Replacement
 - a. The Contract Manager may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Department policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 4.b.
 - b. If deemed appropriate in the discretion of the Contract Manager, the Contract Manager shall give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Manager. If the Contract Manager rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Manager within five (5) days, or in the timeframe set forth by the Contract Manager in writing.
 - c. Should performance issues persist despite an approved Remediation Plan, the Contract Manager may give written notice of the continuing performance issues and either request a

new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.

- d. Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
- e. If the Contract Manager determines to direct substitution under 1.23.E.4.a, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Manager deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Manager may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

F. Substitution Prior to and Within 30 Days After Contract Execution

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

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 hereto as Attachment A. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **The volume and severity of exceptions to the Contract terms, including the terms of the RFP, will be considered in the evaluation process, and may be grounds for finding an Offeror not reasonably susceptible for award.**

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 for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award.

1.27 Compliance with Laws/Arrearages

- 1.27.1 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.
- 1.27.2 By submitting a response to this solicitation, the Offeror also represents that it is not in arrears in the payment of any obligations due to the State of Maryland, 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 award.

1.28 Verification of Registration and Tax Payment

- 1.28.1 Before a business entity can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <http://sdatcert3.resiusa.org/ucc-charter/>.
- 1.28.2 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 the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for 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.
 - 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 \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

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

can be downloaded 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, Sections 8 "Prompt Pay Requirements" and 20.14.3 "MBE Prompt Pay Requirements" (see Attachment A), should an MBE goal apply to this RFP. Additional information is available on GOMA's website at: <http://goma.maryland.gov/Pages/Legislation-and-Policy.aspx>.

1.32 Electronic Procurements Authorized

- 1.32.1 Under COMAR 21.03.05, unless otherwise prohibited by law, a primary procurement unit 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.
- 1.32.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.
- 1.32.3 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bsol/>), and electronic data interchange.
- 1.32.4 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 1.32.5 of this subsection, the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:
1. The Procurement Officer may conduct the procurement using eMM, e-mail, or to DoIT's website 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
 - g. the Procurement Officer's decision on any solicitation protest or Contract claim
2. An Offeror or potential Offeror may use e-mail to:
- a. ask questions regarding the solicitation
 - b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail, but only on the terms specifically approved and directed by the Procurement Officer
 - c. submit a "No Bid/Proposal Response" to the solicitation
3. The Procurement Officer, the Contract Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section 1.32.5 of this subsection, utilizing e-mail, or other electronic means if authorized by the Procurement Officer or Contract Manager.

1.32.5 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 protests;
- c. filing of Contract claims;
- d. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); 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.

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

1.33 Minority Business Enterprise (MBE) Participation Goal

1.33.1 Establishment of Goal and Subgoals

An overall MBE subcontractor participation goal has been established for this procurement as identified in the Key Information Summary Sheet, representing a percentage of the total contract dollar amount.

In addition, the following subgoals have been established for this procurement:

- A. (African-American subgoal percentage) 0% for African-American MBEs,
- B. (Asian-American subgoal percentage) 0% for Asian-American MBEs,
- C. (Hispanic-American subgoal percentage) 0% for Hispanic-American MBEs, and
- D. (Woman-Owned subgoal percentage) 0% for Woman-Owned MBEs.

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

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

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

1.33.3 An Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (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 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 of recommended award or 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 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 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 the Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all documentation within ten (10) Working Days from notification of recommended award 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 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, Section 2.2).
- 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, Section 20.14.2).
- 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 an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

1.33.12 With respect to Contract administration, the Contractor shall:

- A. Submit by the 10th of each month to the Contract Manager and the Department's MBE Liaison Officer:
 - i. A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - ii. (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- B. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the 15th calendar day of each month to the Contract Manager and the Department's MBE Liaison Officer an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment D-5) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.
- C. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- 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 MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.

- E. 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 MBE subcontractors.

1.34 Living Wage Requirements

- 1.34.1 Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, State Finance and Procurement Article, § 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.
- 1.34.2 If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>
- 1.34.3 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 of Agreement (Attachment G-1) with their Proposals. If an Offeror fails to complete and submit the required documentation, the State may determine an Offeror to not be responsible under State law.
- 1.34.4 Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.
- 1.34.5 The Offeror shall identify in the Proposal the location from which services will be provided.
- NOTE: Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change.

1.35 Federal Funding Acknowledgement

The Contract does not contain federal funds.

1.36 Conflict of Interest Affidavit and Disclosure

- 1.36.1 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 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.

- 1.36.2 Additionally, Contractors have an ongoing obligation to ensure that any necessary personnel or subcontractor personnel have completed such agreements prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 1.36.3 Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Contractor's ability to participate in future related procurements, depending upon specific circumstances.
- 1.36.4 By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Personnel and Subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

1.37 Non-Disclosure Agreement

1.37.1 Non-Disclosure Agreement (Offeror)

Certain documentation may be available for potential Offerors to review at a reading room at 45 Calvert Street Annapolis, MD. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment P. Please contact the Procurement Officer to schedule an appointment.

1.37.2 Non-Disclosure Agreement (Contractor)

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

1.38 HIPAA - Business Associate Agreement

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

1.39 Non-Visual Access

- 1.39.1 By submitting a Proposal, the Offeror warrants that the Information Technology offered under the Proposal: (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Offeror further warrants that the cost, if any, of modifying the Information Technology for compatibility with software and hardware used for non-visual access will not increase the cost of the Information Technology by more than five percent (5%). For purposes of this solicitation, the phrase "equivalent access" means the ability to receive, use and manipulate

information and operate controls necessary to access and use Information Technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

- 1.39.2 The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations, which can be found at: www.doit.maryland.gov, keyword: NVA.

1.40 Mercury and Products That Contain Mercury

All products or equipment provided pursuant to this solicitation shall be mercury-free products. The Offeror must submit a Mercury Affidavit in the form of Attachment L with its Proposal.

1.41 Veteran-Owned Small Business Enterprise Goals

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

1.42 Location of the Performance of Services Disclosure

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

1.43 Department of Human Resources (DHR) Hiring Agreement

This solicitation does not require a DHR Hiring Agreement.

1.44 Purchasing and Recycling Electronic Products

- 1.44.1 State Finance and Procurement Article, Md. Code Ann. § 14-414, requires State agencies purchasing computers and other electronic products in categories covered by EPEAT to purchase models rated EPEAT Silver or Gold unless the requirement is waived by the Department of Information Technology (DoIT). This information is located on the DGS web site:
<http://www.dgs.maryland.gov/pages/greenoperations/greenpurchasing/guidelines/electronics.aspx>.
- 1.44.2 Guidelines provided by DGS require planning and coordination of the proper disposition of Information Technology equipment. State Finance and Procurement Article, Md. Code Ann. § 14-415, requires state agencies awarding contracts for services to recycle electronic products to award the contract to a recycler that is R2 or e-Stewards certified. This information is located on the DGS web site
<http://www.dgs.maryland.gov/pages/greenoperations/greenpurchasing/guidelines/disposal.aspx>
- 1.44.3 Guidelines provided by DoIT discuss information and guidance on the proper disposition of IT equipment, media sanitization, and protecting confidential information stored on media. This information is located in the State's Information Technology (IT) Security Policy <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf>. Section 6.5 Media Protection provides guidance on proper precautions to protect confidential information stored on media.

1.45 Contract Extended To Include Other Non-State Governments or Agencies

For the purposes of an Information Technology or telecommunications procurement, pursuant to sections 3A-401(b) and 13-110 of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, State entities that are not subject to DoIT's authority, including State non-executive branch entities, and non-State governments or agencies may purchase from the Contractor goods or services covered by this Contract at the same maximum prices to which the State would be subject under the resulting Contract. All such purchases:

- (1) shall constitute Contracts between the Contractor and that government, agency or organization;
- (2) For non-State entities, shall not constitute purchases by the State or State agencies under this Contract;
- (3) For non-State entities, shall not be binding or enforceable against the State; and
- (4) may be subject to other terms and conditions agreed to by the Contractor and the purchaser. The Contractor bears the risk of determining whether or not a government, agency or organization with which the Contractor is dealing is a State entity.

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2 COMPANY AND PERSONNEL QUALIFICATIONS

2.1 Offeror Minimum Qualifications

To be considered reasonably susceptible for award, an Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

- 2.1.1 The Offeror, or its Subcontractor, shall have at a minimum five (5) years' experience, within the last seven (7) years, successfully providing and operating a vendor hosted cloud based Contact Center Solution, IP-PBX, ACD, IVR, IPD, Call Monitoring and Recording, equipment, and infrastructure which supported a minimum of 200 users and a 20 person Contact Center.
- 2.1.2 The Offeror, or its Subcontractor, shall have at a minimum five (5) years of experience, within the last seven (7) years, integrating its proposed IPD with a web application to provide Computer-Telephone Integration (CTI).

As proof of meeting these two requirements, the Offeror shall provide with its Proposal three (3) references from the past seven years able to attest to the Offeror's successful experience.

2.2 Offeror Personnel Minimum Qualifications

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

2.3 Contractor Preferred Qualifications

Contractors with the following qualifications will be evaluated higher as part of the technical proposal:

- 2.3.1 Experience successfully integrating the proposed Dialer with FICO's Debt Manager, formerly Titanium ORE (successful includes the integrated product was deployed to production).
- 2.3.2 Payment Card Industry (PCI) Data Security Standard (DSS) 3.1 compliant.

2.4 Personnel Preferred Qualifications

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

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3 SCOPE OF WORK

3.1 Background and Purpose

The Department is issuing this solicitation in order to obtain services to provide the Central Collection Unit with a vendor-hosted cloud based Contact Center Solution, including Internet Protocol Public Branch Exchange (IP PBX), Automated Call Distribution (ACD), Interactive Voice Response (IVR), Integrated Predictive Dialer (IPD), Call Monitoring and Recording system, IP Phone sets (both physical and soft), and other necessary telecommunications equipment and services.

The awarded Offeror shall be able to perform all requirements as detailed in Section 3 of the RFP. Offerors shall be required to furnish satisfactory evidence that they meet or exceed all minimum qualifications listed in Section 2 of this RFP.

3.2 Project Background

3.2.1 This RFP is part of a CCU Modernization Project to deliver state-of-the-art technology to enhance the CCU’s operations.

3.2.2 In 2008, the CCU launched a modernization project to replace the existing 25+ year old DBM core debt collection system which is RevQ Revenue Plus Collection System (RPCS) with a new suite of systems called the Debt Collection Information System (DCIS), refer to the Figure 1 – DCIS Physical Topology.

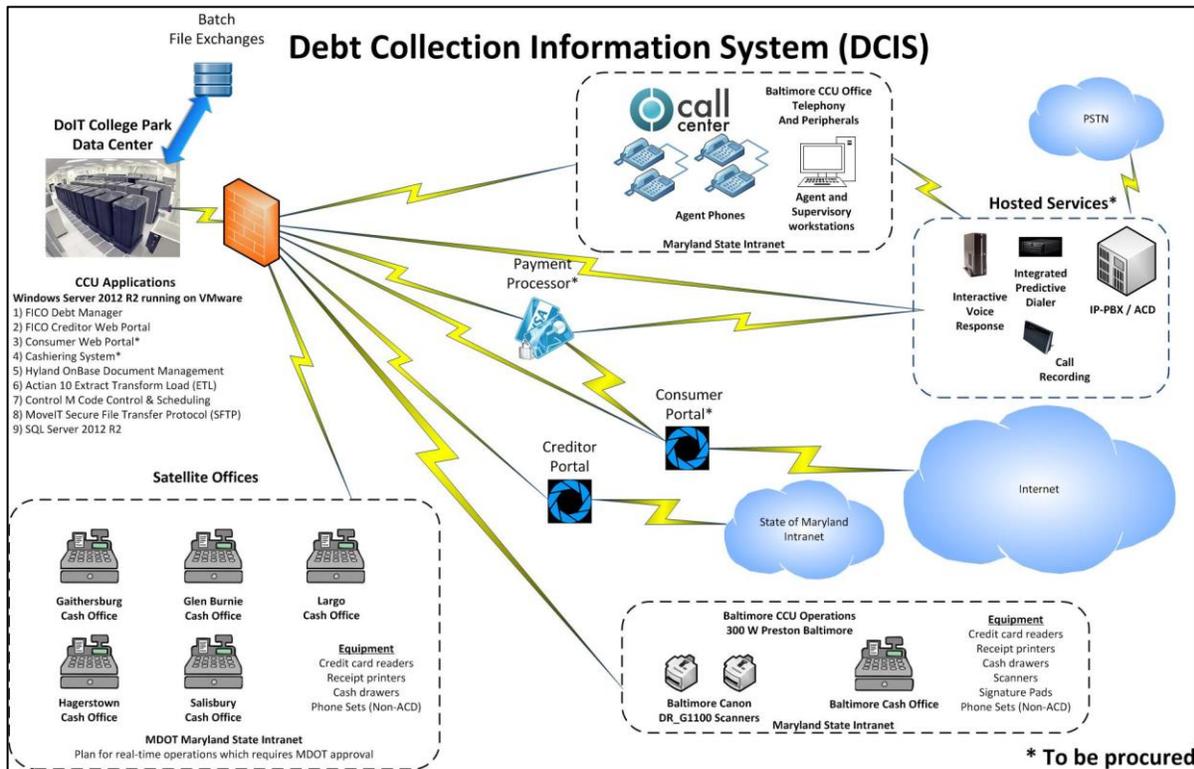


Figure 1 – DCIS Physical Topology

3.2.3 Figure 2 - CCU Contact Center Solution Scope depicts the conceptual scope for this procurement.

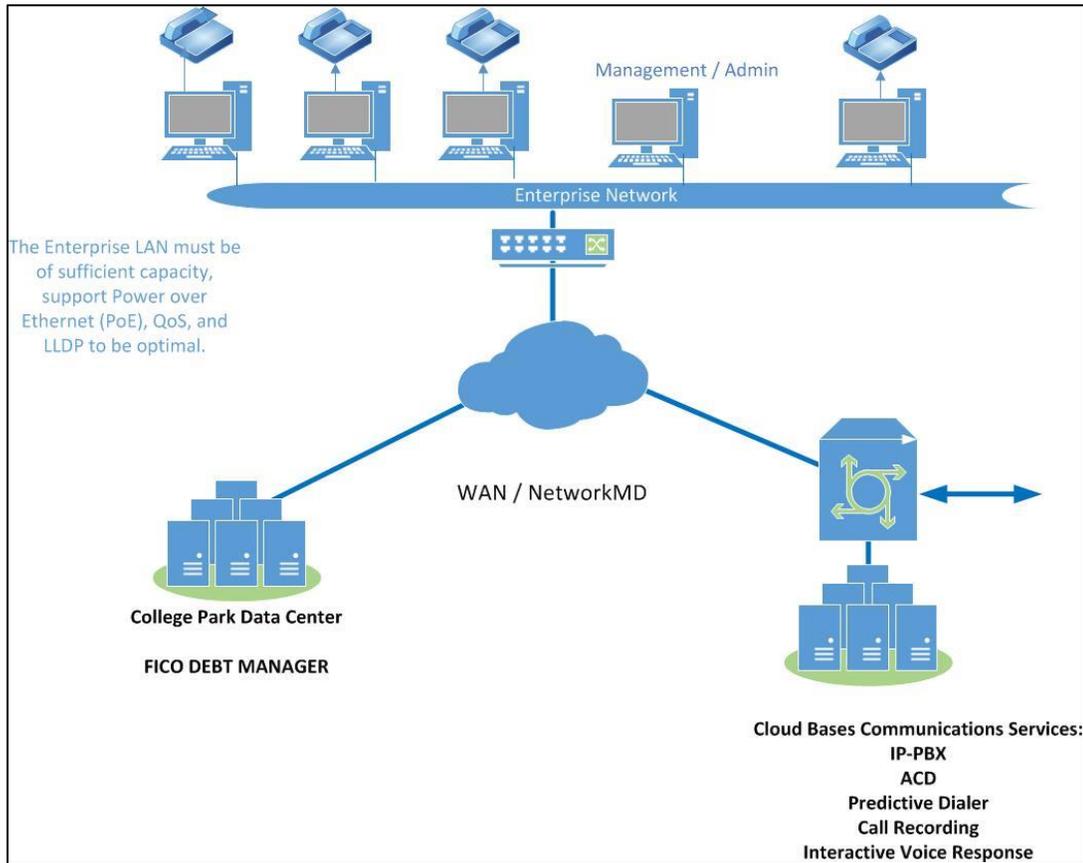


Figure 2 - CCU Contact Center Solution Scope

- 3.2.4 The State envisions that the Contractor will perform initial setup and configuration as a fixed price component (as more fully described in Section 3). After initial go-live of the services described in this RFP and entering into a steady-state period, the State will continue to make changes to its DCIS system as part of the greater CCU Modernization Project. The Contractor will be engaged in change control and integration testing during this period, primarily on a Work Order basis.
- 3.2.5 The CCU was created in July 1973 and is authorized by the legislature (Chapter 355, Acts of 1973; Code State Finance and Procurement, sections. 3-301 through 3-306) to execute collection activities on delinquent Debtor Accounts owed to the State of Maryland. These Debtor Accounts are referred to the CCU from State Creditors.
- 3.2.6 The CCU is a division within the Department of Budget and Management (DBM) employing more than 140 personnel. The CCU coordinates collection activity on behalf of more than 400 Creditors.

- 3.2.7 The CCU has one primary site and five satellite offices, as identified in Table 1 – CCU Locations.
- 3.2.8 The CCU has a Collections Contact Center of approximately 25 people and a Legal Measures Contact Center of approximately 15 people, both located in Baltimore.
- 3.2.9 The satellite offices employ approximately 23 people.

Primary Site	
CCU Headquarters 300 West Preston Street Suite 500 Baltimore, MD 21201 – 2365	
Satellite Offices	
CCU/MVA Glen Burnie (Anne Arundel County) 6601 Ritchie Highway Glen Burnie, MD 21062	CCU/MVA Hagerstown (Washington County) 18306 Col. Henry K. Douglas Dr. Hagerstown, MD 21740
CCU/MVA Largo (Prince Georges County) 10251 Central Avenue Upper Marlboro, MD 20772	CCU/MVA Salisbury (Wicomico County) 251 Tilghman Road Salisbury, MD 21801
CCU/MVA Gaithersburg (Montgomery County) 15 Metropolitan Grove Road Gaithersburg, MD 20878	

Table 1 – CCU Locations

- 3.2.10 In the CCU Headquarters, the CCU staff work on several floors, as follows:
 - Collections (5th Floor)
 - Accounting (5th Floor)
 - Legal Measures (3rd Floor)
 - Office of Attorney General (OAG) (3rd Floor)
 - Baltimore Cash Office (1st Floor)
- 3.2.11 The CCU uses DoIT’s PBX, NEC 2400 PBX, along with several other agencies located in the CCU Headquarters. GNAV version 6.1.11 provides management of the call center, tracks call activity, and tracks Agent performance in the NEC 2400 PBX. The Global Navigator provides a dashboard view of Agent activity and call status. The ACD system is NEC CallCenterWorX. CallCenterWorX is a software component of the NEC 2400 PBX. Currently, Agents receive all calls in one Agent split.
- 3.2.12 The CCU also uses two (2) IVR systems and one (1) Predictive Dialer: Columbia Ultimate’s IVR, Hewlett Packard’s (HP) IVR, and Columbia Ultimate’s Predictive Dialer. Columbia Ultimate’s IVR allows Debtors to listen to basic status information including Debtor Account balance and payment information. Debtors may be transferred to a Collector to discuss account information. Payments are not processed via Columbia Ultimate’s IVR. Debtors requesting

telephone payment services are transferred to a third party IVR system, currently contracted through Bank of America to HP. HP uses batch files to send payment information to RPCS.

- 3.2.13 The CCU utilizes a customized version of RPCS to track debt collection activities and to manage the collection of monies owed to the State from delinquent Debtors. The RPCS customized system is provided by RevQ, a Columbia Ultimate company, and is the primary system supporting the CCU. The RPCS system being used at the CCU was designed in 1987, and has undergone several customizations since initial implementation.
- 3.2.14 Currently the RPCS system handles:
- 1,800,000 Debtor Accounts
 - 400 Creditors with debt requests
 - 250,000 new debt requests per year
 - 500,000 notices printed per year
 - 75,000 letters printed per year
 - 80,000 payment transactions per month
 - 1,350 total users:
 - a. 1200 at the Motor Vehicle Administration (MVA) (largest State Creditor) have Read Only Access
 - b. 150 concurrent CCU users with a bandwidth usage of about 50 Kb/second each with update access
 - Between 400 and 800 users working at Creditors, who submit debt referrals and adjustments, update debt and Debtor information, and report payments
- 3.2.15 Columbia Ultimate's Predictive Dialer is used to automate the telephone dialing process and can run attended and unattended dialer campaigns based on Debtor Account status, balance, Creditor and Agents. Columbia Ultimate Predictive Dialer uses the NEC 2000 Internet Protocol Server (IPS) PBX to automatically dial batches of telephone numbers for connection to Agents assigned to dialer campaigns.
- 3.2.16 On average, the CCU's IVR handles 9,000-10,000 separate payment transactions per month totaling \$24M in annual collection. The CCU expects a 14% growth annually. These totals do not include collection calls which did not result in a payment.
- 3.2.17 The CCU is planning to add a major new Creditor that will increase the volume of delinquent debts by fifty percent (50%).
- 3.2.18 As part of the CCU Information Technology (IT) Modernization Project (the Project), the core DCIS software (Fair Isaac Corporation (FICO) Debt Manager (DM)) was procured on March 6, 2013. Several major project activities are underway. The CCU Modernization Project team:
- a. Has established a Quality Assurance (QA) environment for configuring DM, and a production environment for user acceptance testing.
 - b. Is working with FICO to configure DM per the CCU's extensive and complicated business and workflow requirements.

- c. Has procured and implemented Hyland OnBase[®] for managing CCU organization documents and successfully completed a proof of concept which integrated Hyland OnBase with DM.
- d. Has procured and implemented SmartBear QA Complete test management tool for managing the extensive test activities currently underway.
- e. Has upgraded from Pervasive version 9 to Actian version 10 for the creation of multiple Extract Transform Load (ETL) used to manipulate, load and retrieve data to/from DCIS.
- f. Is working with Columbia Ultimate to convert and migrate 1.4M to 2.7M Debtor Accounts from RPCS to DM.

3.2.19 The DCIS is planned to consist of multiple web applications with thin clients. Desktop software may be utilized for specialized functions such as document scanning. Currently FICO DM 9.6 has been installed with plans to move to DM 9.7 within the next 12 months. DCIS system integration testing is targeted to start in June 2016.

3.3 General Requirements

3.3.1 Required Project Policies, Guidelines and Methodologies

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. It is the responsibility of the Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: www.DoIT.maryland.gov - keyword: SDLC;
- B. The State of Maryland Information Technology Security Policy and Standards at: www.DoIT.maryland.gov - keyword: Security Policy;
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> ;
- D. The State of Maryland Information Technology Project Oversight at: www.DoIT.maryland.gov - keyword: IT Project Oversight;
- E. Payment Card Industry Data Security Standard, Version 3.1 (or greater) (PCI DSS), https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml ; and
- F. State of Maryland Personal Information Protection Act (PIPA) <http://www.oag.state.md.us/idtheft/businessGL.htm> or search for “PIPA” at <http://www.oag.state.md.us/index.htm> .

3.3.2 Any IT services personnel provided under this RFP shall maintain any required professional certifications for the duration of the resulting Contract.

3.3.3 Transition-In Requirements

- 3.3.3.1 The Contractor shall conduct a Kickoff meeting. At the Kickoff meeting the Contractor shall perform, at a minimum, the following:

- A. A Face to face meeting to occur at CCU Headquarters to kickoff the services for this RFP.
- B. Discussion to include scope of work review, Contractor's work plan, deliverable discussion, project schedule review, communication strategy, risk management process, team roles and responsibilities.
- C. Use the following templates for presentation of material:
 - a. Attachment V – Monthly Status Report Template
 - b. Deliverable 3.9.4.2 Project Schedule
 - c. Deliverable 3.9.4.4 Project Management Plan
- D. Capture meeting minutes and distribute to meeting attendees within five (5) business days.

3.3.4 Transition-Out Requirements

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

- A. Provide transition services prior to Contract end, consisting of:
 - 1. Provide additional services and/or support as requested to successfully complete the transition
 - 2. Provide transition meetings to ensure a smooth cut-over to the new service.
- B. Provide sufficient experienced personnel during this transition period to ensure an efficient and smooth transition.
- C. Guarantee that the services called for by the Contract are maintained at the required level of proficiency and during the transition period.
- D. Provide updated system documentation and all other System Source Materials 30 days before Contract end.

3.3.5 Export, Backup, Disaster Recovery (DR)

3.3.5.1 Export/Import

- A. The Contractor shall provide to the State the ability to export State data at will, to include any information captured by, stored within, or generated by the CCU Contact Center Solution (including, but not limited to, voice mails, call recordings, call activity, verbal and touch-tone responses, data received from and updated to State systems, and configurations). If the Contractor provides the State the ability to export State data, access and instructions shall be provided. If Contractor intends to perform export of State data on the State's behalf, Contractor shall perform an export of State data within 24 hours of a request.

3.3.5.2 Backup

- A. The Contractor shall provide backups as part of Disaster Recovery to ensure that the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) requirements are

achieved for State data. Specifically, the State expects that State data is recoverable per the requirements stated in Attachment W.

3.3.5.3 Disaster Recovery

- A. The Contractor must maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and confidential information, Contractor's processing capability and the availability of hosted services.
- B. All retained data shall be encrypted, and Contractor shall establish a process for recovering data from encrypted media. Refer to Section 3.4.7.2.
- C. The Contractor shall meet the RTO and RPO metrics stated in Attachment W.
- D. The Offeror shall describe in its Proposal its disaster recovery approach, including an explanation how data will be recovered.

3.3.6 Contractor-supplied Hardware, Software, and Materials

3.3.6.1 The Contractor shall furnish all components, including software and devices, necessary to meet the CCU Contact Center Solution requirements. Any components intended to be installed on State premises shall be vendor managed. The Offeror shall define any such components, the controls and State roles and responsibilities expected. State-based components of the proposed solution must be located in an established State data center and comply with all State data center access and security requirements.

3.3.6.2 CCU Contact Center Solution applications shall be accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface.

3.3.6.3 The State shall be permitted limited user-specific application configuration settings.

3.3.6.4 The Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided, and shall keep all software current.

3.3.6.5 All Upgrades and regulatory updates shall be provided at no additional cost.

3.3.7 System Source Materials

3.3.7.1 As more fully described in the sample Contract (Attachment A) at Section 5, the State shall solely own all System Source Materials (the foregoing constituting Work Product as defined therein). At the State's request, the Contractor shall, along with any software or other tools required to view all Source Materials: (a) provide the State access to all System Source Materials and (b) deliver the same to the State. The Contractor shall deliver System Source Materials to the State upon the expiration or termination of the Contract.

3.3.7.2 The State shall have the right to audit System Source Materials. This audit shall be scheduled at any time that is convenient for the parties to be present. The State shall be provided with software or other tools required to view all System Source Materials.

3.3.8 Custom Software

The Contractor shall avoid and/or limit Custom Software for the CCU Contact Center Solution. If Custom Software is included in the proposed solution the following statements apply.

3.3.8.1 As described in the sample Contract (Attachment A), the State shall solely own any Custom Software.

3.3.8.2 Upon a Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Contractor's dissolution, Contractor's discontinuance of support of any software or system, the Contractor shall convey to the State all rights, title, and interests in all Custom Software, licenses, software source codes, and all associated Software Source Code Documentation that comprises any solutions proposed as a part of the Master Contract or Contract. These rights include, but are not limited to, the rights to use, and cause others to use on behalf of the State, said software, software documentation, licenses, software source codes, and Software Source Code Documentation.

3.3.8.3 All custom code, configurations, and associated documentation shall be stored in the CCU code repository.

3.3.9 Source Code Escrow

3.3.9.1 Source Code Escrow does not apply.

3.3.10 Data

3.3.10.1 Data, databases and derived data products created, collected, manipulated, or directly purchased as part of this RFP shall become the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.

3.3.10.2 Licensed and/or copyrighted data shall be governed by the terms and conditions identified in the Contract or the license.

3.3.11 Travel Reimbursement

3.3.11.1 There shall be no reimbursement for travel under this Contract.

3.3.12 Contractor Responsibilities

3.3.12.1 The Contractor shall provide integration services and customizations for the entire proposed solution including the vendor hosted cloud based CCU Contact Center Solution, including Internet Protocol Public Branch Exchange (IP PBX), Automated Call Distribution (ACD), Interactive Voice Response (IVR), Integrated Predictive Dialer (IPD), Call Monitoring and Recording system, IP Phone sets and Softphones, and other necessary telecommunications equipment and services to meet the requirements specified in Attachment W – Requirements.

3.3.12.2 The State requires one single, primary point of contact for the duration of this Contract. Pricing for the point of contact shall be included within the proposed costs.

3.3.12.3 The Contractor shall ensure that the CCU Contact Center Solution supports, at a minimum, the traffic defined in Figure 3 – CCU Preliminary Traffic Planning.

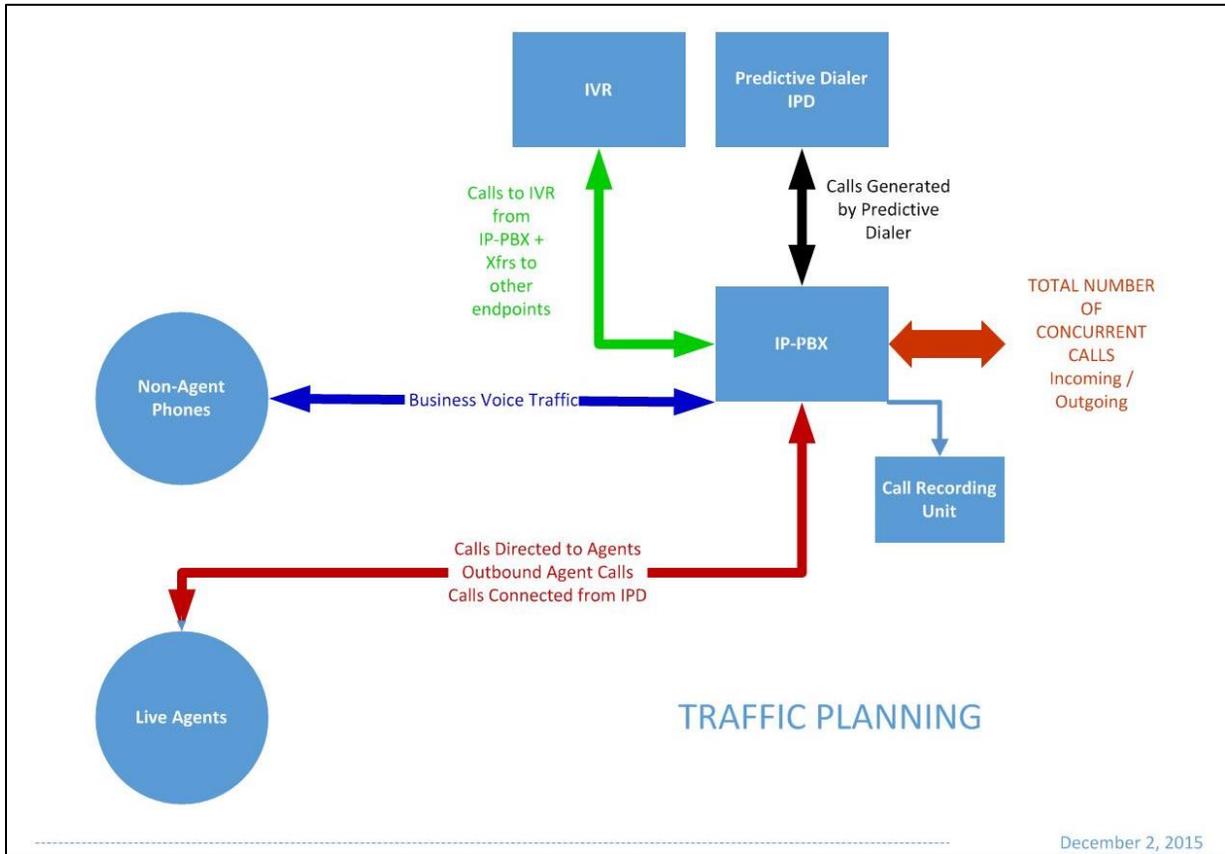


Figure 3 – CCU Preliminary Traffic Planning

3.3.12.4 The Contractor shall provide the phone equipment as indicated in Table 2 – Phone Equipment Requirements

CCU Employees	No. of Employees	IP Phone sets	Softphones	Headsets
Contact Center / ACD Agents	25	25	0	25
Legal / Non - ACD Agents	15	15	0	15
Satellite Offices / Non-ACD Agents	23	23	0	0
Support Staff / Non-ACD Agents	77	77	10	0
Total CCU Users	140	140	10	40
Spares	20	20	0	5
Total Phone Equipment Requirements	160	160	10	45

Table 2 – Phone Equipment Requirements

3.3.12.5 The Contractor shall provide, at a minimum, the number of ports and concurrent users based on the quantities indicated in Table 3 - Preliminary Assumptions and Calculations on Voice Connections.

	Ports in Use	Concurrent Users	ASSUMPTIONS
Agents	25	25	Forecast 100% Utilization at Peak
Non-ACD (Users)	115	20	~ 15 - 20 for Average Use
IVR Voice Ports	50	25	50% of IVR Calls go to an Agent. 25% are handled Internally. 20% to Credit Card Processor. 5% Abandoned
IPD Voice Ports	60	10	10 IPD Calls Transferred to an Agent per 60 ports
Call Recorder Ports	4		
Total Concurrent Call Paths		80	Concurrent Calls extended to Premises
100kbps per CCP		~ 8 Mbps	Voice Bandwidth

Table 3 - Preliminary Assumptions and Calculations on Voice Connections

3.3.12.6 The Contractor shall provide annually a report from a third party assessor demonstrating the Contractor’s compliance to the latest PCI DSS (see also section 3.13 Security Assessment Audit Report).

3.3.13 CCU Contact Center Solution Setup (Fixed Price)

3.3.13.1 As of the date specified in the NTP, the Contractor shall set up and run the CCU Contact Center Solution as a mini-project under the CCU Modernization Project initiative. The Contractor shall plan, perform, manage and report the CCU Contact Center Solution set up activities following industry best practices for project management, including following guidelines set forth in the Project Management Institute (PMI)’s Project Management Body of Knowledge (PMBOK) (see also Section 3.3.1).

3.3.13.2 Certain functionality is critical to the CCU Modernization Project and is requested as soon as possible after award to match CCU Modernization Project timelines. To meet this critical need, the State will contemplate multiple separate deliveries of functionality for incremental Monthly Recurring Charges (MRC) charges. The minimum critical functionality includes the following capabilities: IP-PBX, ACD, IVR, and IVR integration with DM (see sections 3.3.13.12 – 3.3.13.14).

3.3.13.3 MRC shall only commence upon the State’s acceptance for the completion of delivered functionality.

3.3.13.4 The State anticipates that initially 20-25 State testers will:

- a) Confirm the CCU Contact Center Solution meets requirements in this Contract, and
- b) Perform additional integration testing within the scope of the larger CCU Modernization Project.

3.3.13.5 Deployment of all phones and headsets as a complete system, including production-level call volume, will occur after appropriate CCU Modernization Project milestones are met.

3.3.13.6 Prior to full production rollout, the Contractor shall develop and maintain a Microsoft Project schedule to include tasks, task estimates, resource assignments, and dependencies

for both Agency and Contractor Personnel, with tasks no less than 8 hours and no greater than 80 hours.

3.3.13.7 Prior to full production rollout, the Contractor shall conduct a monthly Status Review Meeting to include, at a minimum, the following:

- A. Discussion of the monthly summary report for SLA performance, schedule status of work planned versus completed, content for work accomplished for the previous month, and plans for the next reporting period, along with risk register, status of installation, integration, configuration, and all deliverables for the previous and current month.
- B. Presentation of the up-to-date:
 - Attachment V – Monthly Status Report Template
 - Deliverable 3.9.4.2 Project Schedule
 - Deliverable 3.9.4.4 Project Management Plan
- C. The Contractor shall capture and distribute meeting minutes within five (5) business days.

3.3.13.8 The Project Management Plan (PMP) shall include, at a minimum, the following:

- A. Details regarding how the work performed under this RFP will be managed.
- B. How risks will be managed, issues resolved, changes controlled, communication provided.
- C. Use DoIT's PMP Template located at <http://doit.maryland.gov/SDLC/FormServerTemplates/Project%20Management%20Plan.doc>, or an equivalent approved in advance by the State.

3.3.13.9 Site Readiness Assessment

- A. The Contractor shall conduct a Site Readiness Assessment for the CCU to confirm requirements and ensure the State is prepared for a successful implementation of the CCU Contact Center Solution. This Site Readiness Assessment shall include, at a minimum, the following:
 1. Travel to CCU headquarters and all satellite offices;
 2. Assess each location's physical layout, network, and any other relevant aspects of the location that might impact successful implementation of the CCU Contact Center Solution. Assess the physical, electrical and environmental aspects;
 3. Review any existing documentation that supports the assessment.
 4. Identify any gaps that:
 - a. prevent implementation according to the CCU Contact Center Solution requirements,
 - b. are gaps in requirements,

- c. are gaps in configurations or other characteristics that are the responsibility of the State.
5. Provide recommendations in a written result for addressing gaps found (Gap Analysis and Recommendations Document).
- B. The Contractor shall schedule, present and discuss the Gap Analysis and Recommendations Document with the State.
- C. The Contractor shall document, via change control processes, any changes in requirements as a result of the Gap Analysis and Recommendations Document.
- D. Gain the Contract Manager's approval on the Gap Analysis and Recommendations Document.

3.3.13.10 Solution Design

- A. The State has provided the minimum requirements for ports in use and concurrent calls (see Section 3.3.12.5). As part of the Solution Design, the Contractor shall size the CCU Contact Center Solution based on the Site Readiness Assessment.
- B. The Contractor shall document the design of the CCU Contact Center Solution to include, as appropriate, the following:
 1. Gather and document requirements of the different user groups.
 2. Analyze the existing call flow.
 3. Work with DoIT and the CCU to design call flows and routing scripts to ensure solution requirements are met.
 4. Forecast future Contact Center staffing requirements by analyzing call volume patterns.
 5. Define stress and load requirements (e.g. simulate call volume for 200 inbound calls through the IVR and ACD).
 6. Gather user data including extension number, desk number, building name or number, floor etc.
 7. Determine the number of lines and other IT requirements to prevent blocked calls during peak call cycles.
 8. Document the following items necessary to implement the solution:
 - a. user detail and configuration information,
 - b. device naming conventions, and
 - c. VLAN and IP addressing schema
 9. Document the physical and logical topology.

10. Develop a System Design Document (SDD) for the CCU Contact Center Solution.
- C. The Contractor shall schedule, present and discuss the SDD with the State in a System Design Review. Document the decisions made in the System Design Review meeting.
 - D. The Contractor shall incorporate best practices for ensuring the design and any associated requirements and/or specifications will meet the State's expectations, including any demonstrations, walkthroughs, mockups, or other practices.
 - E. Gain the Contract Manager's approval on the baseline SDD which shall be updated as appropriate and specified below.
- 3.3.13.11 Security Plan
- A. The Contractor shall submit a detailed security plan to the State for approval. At a minimum, the Security Plan shall be reviewed annually and updated as necessary and shall include the following sections:
 1. Business Impact Analysis
 2. Risks, Threat and Vulnerability Analysis
 3. Security Strategy
 4. Personnel Security Practices
 5. Physical Security
 6. Data Security
 7. Telecommunications Operational and Physical Security
 8. Telecommunications Access Security
 9. Protection of Software and Other Copyrighted Material
 10. Plan Evaluation
 11. Security Awareness/Training
 12. Plan Maintenance
 - B. Offerors shall submit a draft Security Plan as part of the Technical Proposal.
 - C. The Security Plan shall detail the steps and processes employed by the Contractor as well as the features and characteristics which will ensure compliance with the security requirements of this Contract. Among other things, the Security Plan will address potential future compliance with the PCI DSS for payment card processing (See Section 3.4.7.5). The Security Plan will address NIST SP 80053 for a Moderate or high System, describing what responsibilities are handled by the Contractor and what is the responsibility of the State. Contractor shall, in its Security Plan, identify how it

believes we should address issues related to this CCU Contact Center Solution to minimize risk.

- D. The Contractor shall submit a final Security Plan no later than thirty (30) days after Contract award. The Security Plan shall be updated at least annually and submitted to the Contract Manager for approval no later than January 30 each year of the Contract term.
- E. Many factors, such as changes to Department IT security requirements, may necessitate interim updates to the Security Plan. The Contractor shall submit updates to the Security Plan within thirty (30) days of receiving an official request from the Department, and within thirty (30) days of an operational change, whether such change is initiated by the State or the Contractor.

3.3.13.12 Set-up and Configure the IP-PBX and ACD

- F. The Contractor shall set-up and configure the IP-PBX and ACD to include, at a minimum, the following:
 - 1. Set-up the voice mail tree.
 - 2. Configure the automated attendants.
 - 3. Route calls to available Agents.
 - 4. Provision telephone numbers.
 - 5. Document initial Test Plan (see Section 3.3.13.19) and test cases associated with IP-PBX and ACD functionality.
 - 6. Schedule an in-person pre-deployment demonstration with the State in Baltimore to show the use and features of the services and equipment, including at a minimum the following: ability to log-in, navigate, configure, make outbound calls, receive inbound calls and perform reporting.
 - 7. Complete system testing, documenting the results.
 - 8. Update the design document as needed and submit for approval by the Contract Manager.

3.3.13.13 DM Integration with IVR and IPD

- A. The Contractor shall perform integration with DM to include, at a minimum, the following:
 - 1. Meet the Partially Coupled Mode (PCM) requirements as documented in the FICO's *Debt Manager Dialer Integration and Standard Dialer ETL Guide* to integrate the IVR and IPD. This document will be available to potential Offerors in a reading room (See Section 1.37.1)

In the PCM mode, the DM client is tightly integrated with the IPD to provide

Agent desktop functionality eliminating the need for an additional IPD client to run on the Agent's machine to handle calls. Dialer campaign management and administration is performed in the IPD client that will be installed on supervisor and management workstations. Daily list loading and suppression list loading can be done using a set of standard database stored procedures available with DM, or using any other custom method.

FICO's interface specification uses an open source approach using JavaScript Object Notation (JSON), Extensible Markup Language (XML), Simple Object Access Protocol (SOAP) and web services. Note: Contractor shall utilize appropriate FIPS validated encryption for any of these interface connections.

2. DM integration shall include all functionality listed below, as more fully described in the guide referenced in A:
 - a. Agent Desktop Integration Contract
 - b. Agent Log in
 - c. Agent Next Number Request
 - d. Agent Feature List
 - e. List Loading Using Standard Dialer ETL
 - f. List Loading Using Stored Procedures
 - g. Kill Lists (Suppressions)
 - h. Call History Upload
 3. Work with FICO and DoIT to integrate DM with the IP-PBX and ACD so that Callers are automatically displayed in DM when an inbound call is received, also known as, screen pop functionality. This includes calls received through the IVR, IPD using call blending / predictive dialing, and from Caller ID through ACD.
 4. Document Test Plan (see Section 3.3.13.19) and test cases associated with DM Integration with IVR and IPD functionality.
 5. Complete system testing, documenting the results.
 6. Gain the Contract Manager's approval on the integration code development.
 7. Update the design document as needed and submit for approval to the Contract Manager.
- B. The Contractor shall ensure that the CCU Contact Center Solution accesses DM data directly from the State's infrastructure without storing Debtor Account information on the cloud.
- C. The Contractor shall ensure that data is encrypted in transit and at rest.

3.3.13.14 IVR Configuration

- A. The Contractor shall work with the CCU to update the draft Attachment X - CCU IVR script, for both English and Spanish languages. This shall include diagramming the IVR call tree with Microsoft Visio. Approved IVR script shall be updated in the System Design Document and presented to Contract Manager for approval.
- B. The Contractor shall configure the IVR to include, at a minimum, the following:
 1. Configure the updated, approved CCU IVR script in English and in Spanish.
 2. Work with CCU and FICO to gain implementation approval, revising the CCU IVR script as necessary.
 3. Perform configuration and testing to ensure that the IVR can interact with DM for all of, but not limited to: user authentication and Debtor Account information. Perform testing to ensure IVR connections to DM will be Extract Transform Load (ETL) driven with a socket connection to pass through the Debtor Account number, or other qualifying information, to DM and pull up the Debtor Account.
 4. Document Test Plan (see Section 3.3.13.19) and test cases associated with IVR Configuration functionality.
 5. Complete system testing, documenting the results.
 6. Demonstrate the IVR call tree to the CCU project team members.
 7. Gain the Contract Manager's approval on the IVR configurations.
- C. As part of this requirement, the Contractor shall configure the IVR to transfer Callers to the CCU's existing Merchant Services IVR to make a payment.

3.3.13.15 IPD

- A. The Contractor shall configure the IPD to include, at a minimum, the following:
 1. Define and document the dialer campaign and the filters that need to be configured within both DM and the IPD.
 2. Configure the IPD for the approved dialer campaigns.
 3. Ensure that the IPD system and DM are integrated so that results of a call are posted to DM.
 4. Removal of Debtor Accounts from the active dialer campaign to prevent multiple calls to a Debtor when previous calls are answered and a Debtor Account is resolved.
 5. Implement call blending, also known as predictive blending, in the CCU Contact Centers ensuring that fluctuations in call volumes are leveled, Agent productivity is maximized, Agent staffing level is streamlined, and call backs are minimized.

6. Document Test Plan (see Section 3.3.13.19) and test cases associated with IPD Configuration functionality.
7. Complete system testing, documenting the results.
8. Demonstrate dialer campaigns functionality, adding and removing Callers from dialer campaigns, to CCU project team members.
9. Gain the Contract Manager's approval on the IPD configurations.
10. Approved dialer campaigns documentation shall be updated in the System Design Document.

3.3.13.16 Call Monitoring and Recording

- A. The Contractor shall work with FICO and the CCU to define the business rules for the call monitoring and recording including audio file retention requirements, submitting the business rules for approval.
- B. The Contractor shall configure the Call Monitoring and Recording System to include, at a minimum, the following:
 1. Configure the Call Recording system with approved business rules.
 2. Document Test Plan (see Section 3.3.13.19) and test cases associated with Call Monitoring and Recording Configuration functionality.
 3. Complete system testing, documenting the results.
 4. Demonstrate call recording features, saving audio files, and encrypting audio files in transit and at rest.
 5. Gain the Contract Manager's approval on the Call Monitoring and Recording System configurations.
 6. Call recording business rules shall be updated in the System Design Document.
- C. The Contractor shall design the CCU Contact Center Solution to only store State call recordings on State infrastructure. The Contractor shall manage the deletion of call recordings.

3.3.13.17 IVR Integration with the Payment Processor

- A. The Contractor shall integrate the IVR with the CCU's Payment Processor to include, at a minimum, the following:
 1. Provide Callers with the ability to make secure merchant card payments by the telephone.
 2. Ensure the merchant card information is not stored on the State's infrastructure.
 3. Participate in design discussions.

4. Write code and/or configure scripts to transfer Callers to the Payment Processor API.
5. Document Test Plan (see Section 3.3.13.19) and test cases associated with Payment Processor functionality.
6. Complete system testing, documenting the results.
7. Demonstrate to CCU project team members.
8. Gain the Contract Manager’s approval on the payment processor integrations.
9. Update the design document as needed and approved by the Contract Manager.

3.3.13.18 Training

- A. The Contractor shall conduct training to include, at a minimum, the following:
 1. Provide on-site training classes on the full use of the entire CCU Contact Center Solution for business and technical staff as specified in Table 4 – Training Requirements.
 2. Deliver business users relevant training focusing on supervisory and management functions such as dialer campaign management, reporting, and how to perform applicable configurations.
 3. Deliver technical users relevant training focusing on integration, customizations, application administration and configuration.
 4. Create and provide documentation specific to the CCU solution.
 5. Hold Train-the-trainer classes as described below in Table 4. Focus Train-the-trainer classes on the overall functionality and how to train the rest the users. Note the two sessions with Train-the-trainer will only have Train-the-trainer training. No additional business user training is expected. Discuss in Offeror’s Proposal how the Train-the-trainer materials are more comprehensive and sophisticated than the standard training material.
 6. Perform knowledge assessments and/or evaluations at the conclusion of each training class to determine that attendees have a clear understanding of the system features, functionality, and reporting capabilities.
 7. Gain the Contract Manager’s approval on the completed training.

Training Class	Business User	Technical Staff
	Maximum No. of Users per Class	No. of Users per Class
Call Monitoring & Recording	10	5

Training Class	Business User	Technical Staff
IPD	10	10
IP-PBX and ACD Configuration and Reports	5	10
IVR	10	10
IVR and IPD Integration with DM	10 (in Train-the-trainer format)	20
IVR Integration with Payment Processor		20
IP Phone sets, Softphones, and headsets	10 (in Train-the-trainer format)	

Table 4 – Training Requirements

3.3.13.19 Deliver Test Plan

- A. The Contractor shall create the CCU Contact Center Solution Test Plan with test cases to include, at a minimum, the following:
 1. Update the Test Plan and test cases for the CCU Contact Center Solution ensuring that each test case maps to the Attachment W - Requirements and any requirements or specifications developed over the course of the mini-project.
 2. Define and document load and stress tests (e.g. simulate call volume for 200 concurrent inbound calls through the IVR and ACD).
 3. Document test cases with step-by-step instructions and scenarios that can be executed by a test with limited knowledge of the solution.
 4. Store test documentation in SmartBear.
 5. Update the Test Plan and test cases as requested.
 6. Gain the Contract Manager’s approval on the Test Plan and test cases.

3.3.13.20 Testing

- A. The Contractor shall schedule and participate in a Test Readiness Review (TRR) for each planned production deployment. The Contractor shall document results of the TRR and distribute to participants.
- B. The Contractor shall successfully conduct testing to include, at a minimum, the following:
 1. Perform CCU Contact Center Solution system, integration, performance, regression, and load and stress tests.

2. Support State testers as they perform user acceptance testing for the CCU Contact Center Solution, and for the State testers' roles in integration and system testing, if any.
3. Provide test data in the test environment and reset that data for each test cycle.
4. In addition to the testing performed by the Contractor, the CCU Project Team will execute the majority of the approved test cases.
5. Deploy IP Phone sets for the twenty-five (25) State testers.
6. Simulate the Contact Center with CCU project team members as Agents.
7. Perform additional tests as requested by the State to demonstrate complete functionality.
8. Present the test summaries at the conclusion of each test cycle including test case status and disposition.
9. Resolve defects found during testing.
10. Gain the Contract Manager's approval on the testing.
11. Update the design document, Test Plan, and test cases as approved by the Contract Manager.

3.3.13.21 Initial Operating Capability (IOC)

- A. As described in Sections 3.3.13.1-3.3.13.5, to meet the urgent needs of the CCU Modernization Project, the Contractor may make multiple deployments of functionality.
- B. The Contractor shall first deploy the minimum functionality, as defined in Section 3.3.13.2, IP-PBX, ACD, IVR and IVR integration with DM. After this first deployment, the Maintenance shall begin as described in Section 3.3.14 for a subset of planned users, State testers.
- C. The Contractor shall implement the initial capability of the CCU Contact Center Solution to include, at a minimum, the following:
 1. Deliver, install, and set-up IOC equipment to the CCU Baltimore office and satellite offices.
 2. Provide Quick Reference Desk Guide for IP Phone sets covering IOC.
 3. Deliver System Documentation and other System Source Materials covering IOC.
 4. Support preparation leading up to IOC Go-live.
 5. Ensure the environment is ready for production.
 6. Participate in the IOC Operational Readiness Review (ORR).

7. Perform IOC system implementation.
 8. Gain the Contract Manager's approval indicating IOC go-live is complete.
- D. For each incremental delivery of functionality prior to Full Operating Capability, the requirements in this 3.3.13.18-3.3.13.20 apply.

3.3.13.22 CCU Modernization System & User Acceptance Testing

- A. As described in the background section, it is possible that CCU Modernization Project system and user acceptance testing will continue for several months after the initial deployment of the CCU Contact Center Solution. During that period, the Contractor shall perform consulting services as described in Section 3.3.15.

3.3.13.23 Final Operating Capability (FOC)

- A. The Contractor shall implement the full capability of the CCU Contact Center Solution to include, at a minimum, the following:
1. Deliver, install, and set-up FOC equipment to the CCU Baltimore office and satellite offices.
 2. Provide Quick Reference Desk Guide for IP Phone sets.
 3. Deliver FOC System Documentation and other System Source Materials.
 4. Support preparation leading up to FOC Go-live.
 5. Ensure the environment is ready for FOC.
 6. Participate in the FOC Operational Readiness Review (ORR).
 7. Support system implementation efforts ensuring a smooth and seamless cut-over from the existing CCU system(s) to the new system.
 9. Gain the Contract Manager's approval indicating FOC go-live is complete.
 8. Target FOC Go-live date is August 2017.
- B. Functionality not scheduled for delivery in the FOC requires Contract Manager approval.

3.3.14 CCU Contact Center Solution Support (Monthly Recurring Charges)

3.3.14.1 Maintenance & Support

- A. The Contractor shall provide technical support and maintenance for the CCU Contact Center Solution to include, at a minimum, the following:
1. Provide a 24x7 centralized help desk with an electronic ticketing mechanism.
 2. Troubleshoot and resolve problems.
 3. Track help desk metrics.

4. Produce and deliver the monthly summary report for SLA performance as defined in Section 3.8.1.3.
5. Follow the Contractor-proposed formal process for issues that require escalation beyond the Contractor's help desk, as documented in the Project Management Plan.
6. Ensure that Callers receive a message during scheduled maintenance indicating that the component services are unavailable.
7. Meet the requirements as defined in the Service Level Agreement section 3.8.
8. Shall receive Contract Manager approval for any a scheduled downtime and provide at a minimum 14 calendar days' advance notice.

3.3.15 CCU Contact Center Solution Consulting (Time & Materials)

- A. The Contractor shall provide consulting services on a Time and Materials basis to include, at a minimum, the following:
 1. Access to Contractor Personnel who can assist the CCU in understanding general best practices.
 2. Access to Contractor Personnel to assist the CCU in how to change CCU business processes, improve the performance of the CCU Contact Center Solution and improve the usability of the delivered systems.
 3. Provide CCU Contact Center Solution expertise to support the larger CCU Modernization Project.
 4. Complete additional work as requested and approved by the Contract Manager in a Work Order, described in Section 3.10.

3.4 Security Requirements

3.4.1 Additional security requirements may be established in a Work Order.

3.4.2 Contractor Personnel

- 3.4.2.1 Contractor Personnel shall display his or her company ID badge in a visual location at all times while on State premises. Upon request of authorized State personnel, each such Contractor Personnel shall provide additional photo identification.
- 3.4.2.2 At all times at any facility, the Contractor Personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times and providing information for State badge issuance.
- 3.4.2.3 Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, at its sole discretion, that said Contractor Personnel has not adhered to the Security requirements specified herein.

- 3.4.2.4 The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.
- 3.4.2.5 Contractor's Personnel may be required to undergo an additional security check by the Department of General Services (DGS) in Baltimore. Additionally, CCU reserves the right to screen Contractor Personnel for delinquent debts owed to the State of Maryland that would present a conflict of interest for this project.
- 3.4.3 Information Technology
- 3.4.3.1 The Contractor agrees that it and Contractor Personnel shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning Security of Information Systems and Information Technology security and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.
- 3.4.4 Offeror shall submit a draft Security Plan as part of the Technical Proposal. The Security Plan shall detail the steps and processes employed by the Contractor as well as the features and characteristics which will ensure compliance with the security requirements of this Contract. Among other things, the Security Plan will address compliance with the PCI DSS for payment card processing (See Section 3.3.13.11).
- 3.4.5 The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the Contract.
- 3.4.6 Criminal Background Check
- A. A criminal background check for each Contractor Personnel providing any services shall be completed prior to each Contractor Personnel providing any services under the Contract.
- B. The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel listed in sub-paragraph A. This check may be performed by a public or private entity.
- C. The Contractor shall provide certification to the Department that the Contractor has completed the required criminal background check described in this RFP for each required Contractor Personnel prior to assignment, and that the Contractor Personnel have successfully passed this check.
- D. The Contractor may not assign an employee with a criminal record unless prior written approval is obtained from the Contract Manager. The Contract Manager reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Manager as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- E. The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:

1. §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
2. any crime within Title 7, Subtitle 1 (various crimes involving theft);
3. §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
4. §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
5. §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
6. a crime of violence as defined in CL § 14-101(a).

F. Contractor Personnel who have been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under this Contract; Contractor Personnel who have been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.

3.4.6.1 For the conditions noted below, Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.

- A. Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.
- B. Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor Personnel.

3.4.6.2 Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.

3.4.6.3 Further, Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

3.4.7 Data Protection and Controls

Contractor shall ensure satisfaction of the following requirements:

- 3.4.7.1 Administrative, physical and technical safeguards shall be implemented to protect State data that are no less rigorous than accepted industry practices for information security such as those listed below (see Section 3.4.7.2), and all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed shall comply with applicable data protection and privacy laws as well as the terms and conditions of this Contract.
- 3.4.7.2 To ensure appropriate data protection safeguards are in place, at minimum, the Contractor shall implement and maintain the following controls at all times throughout the term of the Contract (the Contractor may augment this list with additional controls):
1. Establish separate production, test, and training environments for systems supporting the services provided under this Contract and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
 2. Apply hardware and software hardening procedures as recommended by the manufacturer and according to industry best practices to reduce the surface of vulnerability, eliminating as many security risks as possible and document what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and/or compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the system configuration files.
 3. Ensure that State data is not comingled with any other Contractor's clients' data through the proper application of compartmentalization security measures.
 4. Apply data encryption to protect State data, especially personal identifiable information (PII), from improper disclosure or alteration. For State data the Contractor manages or controls, data encryption should be applied to State data in transit over networks and, where possible, at rest; as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current.
 5. Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2.
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
 6. Enable appropriate logging parameters on systems to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including State of Maryland Department of Information Security Policy.
 7. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Department shall have the right to inspect these

- policies and procedures and the Contractor's performance to confirm the effectiveness of these measures for the services being provided under this Contract.
8. Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of State data from unauthorized access as well as the separation of production and non-production environments.
 9. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the System from unsolicited and unauthenticated network traffic.
 10. Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
 11. Establish policies and procedures to implement and maintain mechanisms for regular vulnerability testing of operating system, application, and network devices. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the Contractor's security policy. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
 12. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), , including specific requirements for password length, complexity, history, and account lockout.
 13. Ensure Sensitive Data under this service is not processed, transferred, or stored outside of the United States.
 14. Ensure Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.
 15. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation.
 16. Where website hosting or Internet access is the service provided or part of the service provided, the Contractor and/or Subcontractor shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to

examine the Contractor and/or Subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Contractor and/or Subcontractor shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.

3.4.7.3 Access to Security Logs and Reports

The Contractor shall provide reports to the State in a mutually agreeable format.

Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.

3.4.7.4 Vulnerability Scanning

The Contractor shall perform routine vulnerability scans and take corrective actions for any findings.

3.4.7.5 PCI Compliance

Contractor shall demonstrate conformance to the PCI DSS, including the protection of telephone-based merchant card data, by obtaining annual assessments of its information security controls and quarterly network scans by a PCI Approved Scanning Vendor. The contractor shall provide the Contract Manager with a copy of each annual PCI onsite assessment performed by a Qualified Security Assessor.

The contractor shall ensure that the scope of the annual Security Assessment Audit Report specified under section 3.13 will include testing to confirm the PCI assessment results.

3.5 Labor Categories and Qualifications

3.5.1 Labor Categories

The Labor Categories are identified and described in Attachment U. To be responsive to this RFP, Offerors must be capable of providing and meeting the minimum qualifications for all the labor categories listed. Offerors shall submit a Price Sheet (Attachment F) that provides labor rates for all labor categories for all Contract years (initial term and any option periods). Resumes for resources provided later shall be coordinated by the Contract Manager if requested in a Work Order, shall be governed by the Work Order process.

Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).

Education and experience described in Attachment U shall constitute the minimum qualifications for candidates proposed in response to a RFP. All experience required must have occurred within the most recent ten (10) years.

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

3.5.2.1 Substitution of Education for Experience

A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the State at its discretion.

3.5.2.2 Substitution of Experience for Education

Substitution of experience for education may be permitted at the discretion of the State.

3.5.2.3 Substitution of Professional Certificates for Experience

Professional certification (e.g., Microsoft Certified Solutions Expert) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

3.6 Performance and Personnel

3.6.1 Work Hours

- A. **Business Hours Support:** The collective assigned Contractor Personnel shall support core business hours (8 AM to 5 PM), except as defined for the help desk in 3.3.14.1. Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the Department. Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.
- B. **Non-Business Hours Support:** After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned activities in addition to core business hours. Hours performing activities would be billed on actual time worked at the rates proposed.
- C. **State-Mandated Service Reduction Days:** Contractor personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the Contractor will be notified in writing by the Contract Manager of these details.
- D. **Minimum and Maximum Hours:** Full-time Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the Contract Manager. A flexible work schedule may be used with Contract Manager approval, including time to support any efforts outside core business hours. Contractor personnel may also be requested to restrict the number of hours Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- E. **Vacation Hours:** Requests for leave shall be submitted to the Contract Manager at least two weeks in advance. The Contract Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

3.7 Problem Escalation Procedure

- 3.7.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.
- 3.7.2 The Contractor shall provide contact information to the Contract Manager, as well as to other State personnel, as directed should the Contract Manager not be available.
- 3.7.3 The Contractor must provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
- A. The process for establishing the existence of a problem;
 - B. The maximum duration that a problem may remain unresolved at each level in the Contractor's organization before automatically escalating the problem to a higher level for resolution;
 - C. Circumstances in which the escalation will occur in less than the normal timeframe;
 - D. The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;
 - E. Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
 - F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
 - G. A process for updating and notifying the Contract Manager of any changes to the PEP.
- 3.7.4 Nothing in this section shall be construed to limit any rights of the Contract Manager or the State which may be allowed by the Contract or applicable law.

3.8 Service Level Agreement (SLA)**3.8.1.1 Service Level Agreement Liquidated Damages**

Time is an essential element of the RFP and it is important that the work be vigorously prosecuted until completion. For work that is not completed within the time(s) specified in the performance measurements below, the Contractor shall be liable for liquidated damages in the amount(s) provided for in this Contract, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders and/or Work Orders.

The parties agree that any assessment of liquidated damages shall be construed and treated by the parties not as imposing a penalty upon the Contractor, but as liquidated damages to compensate the State for the Contractor's failure to timely complete Contract work, including Work Orders.

For purposes of SLA credit calculation, Monthly Charges are defined as the invoiced charges (during the month of the breach) for CCU Monthly Recurring Charges as set forth in Attachment F, Price Sheet.

3.8.1.2 SLA Effective Date (SLA Activation Date)

SLAs set forth herein shall be in effect beginning with the commencement of monthly services as of the completion of each relevant implementation. The Contractor shall be responsible for complying with all performance measurements, and shall also ensure compliance by all Subcontractors.

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

3.8.1.3 Service Level Reporting

The Contractor shall provide detailed monthly reports evidencing the attained level for each SLA set forth herein. Monthly reports shall be available at or before the 15th calendar day of every month.

The Contract Manager or designee will monitor and review Contractor performance standards on a monthly basis, based on Contractor-provided reports for this Contract. The Contractor shall provide a monthly summary report for SLA performance via e-mail to the Contract Manager.

If any of the performance measurements are not met during the monthly reporting period, the Contract Manager or designee will notify the Contractor of the standard that is not in compliance.

3.8.1.4 Credit for failure to meet SLA

Contractor’s failure to meet an SLA will result in a credit, as liquidated damages and not as a penalty, to the Monthly Charges (See definition in 1.2) payable by the State during the month of the breach. The reductions will be cumulative for each missed service requirement. The State, at its option for amount due the State as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. In the result of a catastrophic failure affecting all services, all affected SLAs shall be credited to the State. In no event shall the aggregate of all SLA credits paid to the State in any calendar month exceed 9% of the Monthly Charges.

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

3.8.1.5 Root Cause Analysis

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

3.8.1.6 Service Level Measurements Table (System performance)

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

No.	Service Requirement	Measurement	Service Level Agreement	SLA Credit
1	Scheduled	Scheduled maintenance and planned downtime	<6 hours	3% of

	Downtime/ Maintenance	shall be less than the 6 hours each month. Additionally scheduled maintenance and planned downtime shall only occur during non-Business Hours (see Section 1.2).	each month	Monthly Recurring Charges
2	Service Availability	Service Availability shall be maintained at 99.72% Uptime or greater each month. Uptime is a fixed value of 43,200 minutes calculated by normalizing the days in a month to 30 multiplied by the hours and the minutes. (30x24x60 = 43,200 minutes). Downtime is the total minutes during which the service is not available. less the scheduled maintenance. Service Availability is defined as the period of time the System will work as required. System is defined as all services, equipment (if applicable) and activities necessary to fully support the CCU cloud based Contact Center Solution as an Information System, to include IP PBX, ACD, IVR, IPD, Call Monitoring and Recording system, IP Phone Sets (if applicable) and other equipment and services (if applicable). See definitions on Pages 16 and 17.	>=99.72%	6% of Monthly Recurring Charges

3.9 Deliverables

3.9.1 Deliverable Submission

- 3.9.1.1 For every deliverable, the Contractor shall request the Contract Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- 3.9.1.2 For every deliverable, the Contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment R, to the Contract Manager in MS Word (2007 or greater).
- 3.9.1.3 Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2010 or later. At the Contract Manager’s discretion, the Contract Manager may request one hard copy of a written deliverable.
- 3.9.1.4 A standard deliverable review cycle will be elaborated and agreed-upon between the State and the Contractor. This review process is entered into when the Contractor completes a deliverable.
- 3.9.1.5 For any written deliverable, the Contract Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 3.9.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at

the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 3.9.3.

3.9.2 Deliverable Acceptance

- 3.9.2.1 A final deliverable shall satisfy the scope and requirements of this RFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 3.9.4 Deliverable Descriptions/Acceptance Criteria.
- 3.9.2.2 The Contract Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The Contract Manager is responsible for coordinating comments and input from various team members and stakeholders. The Contract Manager is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.
- 3.9.2.3 The Contract Manager will issue to the Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment R). Following the return of the DPAF indicating “Accepted” and signed by the Contract Manager, the Contractor shall submit a proper invoice in accordance with the procedures in Section 3.12. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.
- 3.9.2.4 In the event of rejection, the Contract Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

3.9.3 Minimum Deliverable Quality

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

- a. Each deliverable shall meet the following minimum acceptance criteria:
- b. Be presented in a format appropriate for the subject matter and depth of discussion.
- c. Be organized in a manner that presents a logical flow of the deliverable’s content.
- d. Represent factual information reasonably expected to have been known at the time of submittal.
- e. In each section of the deliverable, include only information relevant to that section of the deliverable.
- f. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- g. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- h. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

3.9.4 Deliverable Descriptions / Acceptance Criteria

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

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.9.4.1	Kickoff Meeting (see 3.3.3.1)	<ul style="list-style-type: none"> a) Meets all requirements in Section 3.3.3.1 b) Attendees have a clear understanding of their roles and responsibilities, scope of work, schedule, deliverables, risks, and issues c) Presentations and project schedule are complete and accurate d) Hand-outs are provided e) Meeting is run effectively and efficiently f) Meeting minutes are clear and concise, distributed on time, adequately summarize the meeting discussion and key decisions, and capture action items and assignees. 	NTP+ 15 Calendar Days
3.9.4.2	Project Schedule (see also 3.3.13.6)	<ul style="list-style-type: none"> a) Meets all requirements in Section 3.3.13.6 b) Must be in Microsoft Project c) Schedule includes Fixed Price deliverables d) Tasks are defined in less than 80 hours and more than 8 hours e) Critical path and milestones are identified f) Resources are assigned to each task g) Resources are leveled to ensure reasonable work schedules h) Resource assignments include both Contractor and State personnel i) Actuals are entered into the schedule without impacting the planned baseline j) Predecessors and dependencies are identified k) Is approved by the Contract Manager 	Initial Delivery: NTP+ 15 Calendar Days Updates: Monthly by the 10 th of each month until Deliverable 3.9.4.12 is complete

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.9.4.3	Status Review Meeting (see 3.3.13.7)	<ul style="list-style-type: none"> a) Meets all requirements in Section 3.3.13.7 b) Presentations are complete with accurate information c) Hand-outs are provided d) Discussions are open and forthcoming e) Meeting is run effectively and efficiently. f) Meeting minutes are clear and concise, distributed on time, adequately summarize the meeting discussion and key decisions, and capture action items and assignees. 	Monthly, by the 10 th of each month until Deliverable 3.9.4.12 is complete
3.9.4.4	Project Management Plan (PMP) (see 3.3.13.8)	<ul style="list-style-type: none"> a) Meets all requirements in Section 3.3.13.8 b) Is complete, clear, concise, and applicable c) Meets PMBOK standards d) Is approved by the Contract Manager 	NTP Date + 15 Calendar Days
3.9.4.5	Site Readiness Assessment for the CCU (see 3.3.13.9)	<ul style="list-style-type: none"> a) Meets all requirements in Section 3.3.13.9 b) Document site specific requirements that include physical, electrical and environmental specifications c) Assess the gaps between site requirements and site survey d) Provide recommendations related to the gaps e) Document the gap analysis f) Present and discuss the Gap Analysis and Recommendations Document g) Is approved by the Contract Manager 	NTP + 30 Calendar Days

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.9.4.6	Solution Design (see 3.3.13.10)	<ul style="list-style-type: none"> a) Meets all requirements in Section 3.3.13.10. b) Overall system design is clearly documented. c) Device naming conventions are complete. d) VLAN and IP addressing schema is complete. e) Scalability and redundancy assessment is complete. f) Call flows and routing scripts are finalized. g) Physical and logical topology is documented. h) Is approved by the Contract Manager 	<p>NTP Date + 60 Calendar Days</p> <p>Updates as needed with the below Deliverables</p>
3.9.4.7	Security Plan (see 3.3.13.11)	<ul style="list-style-type: none"> a) Meets all requirements in Section 3.3.13.11 b) Overall security plan is clearly documented. c) Security concerns are thoroughly documented and addressed. d) Is approved by the Contract Manager 	<p>NTP Date + 30 Calendar Days</p> <p>Annual updates by January 30</p> <p>Updates within 30 calendar days after a change impacting the Security Plan is identified</p>
3.9.4.8	Deploy IOC	<ul style="list-style-type: none"> a) Includes requirements as defined in Sections 3.3.13.11-3.3.13.14 and 3.3.13.19-3.3.13.21. b) 25 IP Phone sets are successfully installed in Baltimore, per requirement 3.3.13.4 (as determined by the Contract Manager) c) Outbound and inbound calls are made d) Reports of traffic metrics can be viewed e) IP-PBX and ACD functionality and features are successfully demonstrated f) Debtor Account information is successfully retrieved from DM g) Debtor Account information is successfully updated to DM 	<p>Deliverable Number 3.9.4.8</p> <p>NTP + 120 Calendar Days</p>

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		<ul style="list-style-type: none"> h) DM integration is successfully demonstrated i) IVR authenticates Callers against DM j) IVR executes Callers through the approved Call Tree k) IVR programming is successfully demonstrated and Contract Manager approved l) Tests are clearly defined and documented including test roles and test data with step-by-step instructions m) Test cases map to related requirements n) Tests are successfully executed o) Test results are stored in SmartBear p) IOC ORR and project team demonstrations are run effectively and efficiently q) IOC ORR meeting minutes are clear and concise, distributed timely, adequately summarize the meeting discussion and key decisions, and capture action items and assignees r) System Documentation and other System Source Materials are complete, concise, and accurate, representing IOC s) IOC functionality is successfully deployed in a production ready state t) IOC is approved by the Contract Manager 	

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.9.4.9	Deploy IPD	<ul style="list-style-type: none"> a) Includes requirements as defined in Sections 3.3.13.15 and 3.3.13.19-3.3.13.20 b) Dialer campaigns can be executed c) Results of successful dialer campaigns are loaded into DM d) Test results are documented in SmartBear e) Tests are clearly defined and documented including test roles and test data with step-by-step instructions f) Test cases map to related requirements g) Tests are successfully executed h) Demonstrations and readiness review meetings are run effectively and efficiently i) Meeting minutes are clear and concise, distributed timely, adequately summarize the meeting discussion and key decisions, and capture action items and assignees j) IPD related System Documentation and other System Source Materials are complete, concise, and accurate k) IPD functionality is successfully deployed to production l) IPD functionality is approved by the Contract Manager 	Deliverable Number 3.9.4.9 NTP + 90 Calendar Days

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.9.4.10	Deploy Call Monitoring and Recording	<ul style="list-style-type: none"> a) Includes requirements as defined in Sections 3.3.13.15 and 3.3.13.19-3.3.13.20 b) Testers can identify which calls to record c) Testers can listen to a live Agent call d) Testers can listen to a IVR call e) Testers can playback a call recording f) Test results are documented in SmartBear g) Tests are clearly defined and documented including test roles and test data with step-by-step instructions h) Test cases map to related approved requirements i) Tests are successfully executed j) Demonstrations and readiness review meetings are run effectively and efficiently k) Meeting minutes are clear and concise, distributed timely, adequately summarize the meeting discussion and key decisions, and capture action items and assignees l) Related System Documentation and other System Source Materials are complete, concise, and accurate. m) Call Monitoring and Recording functionality is successfully deployed to production. n) Call Monitoring and Recording functionality is approved by the Contract Manager. 	Deliverable Number 3.9.4.10 NTP + 90 Calendar Days

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.9.4.11	Deploy IVR Integration with Payment Processor	<ul style="list-style-type: none"> a) Includes requirements as defined in Sections 3.3.13.156 and 3.3.13.19-3.3.13.20 b) Callers can make a merchant card payment through the IVR. c) Test results are documented in SmartBear d) Test results are documented in SmartBear e) Tests are clearly defined and documented including test roles and test data with step-by-step instructions. f) Test cases map to related requirements. g) Tests are successfully executed. h) Demonstration and readiness review meetings are run effectively and efficiently. i) Meeting minutes are clear and concise, distributed timely, adequately summarize the meeting discussion and key decisions, and capture action items and assignees. j) Payment Processor Integration related System Documentation and other System Source Materials are complete, concise, and accurate. k) Payment Processor functionality is successfully deployed to production. l) Payment Processor functionality is approved by the Contract Manager. 	Deliverable Number 3.9.4.11 NTP + 90 Calendar Days
3.9.4.12	Conduct Training (see 3.3.13.17)	<ul style="list-style-type: none"> a) Conduct training as required by the State and as priced in the price sheet. b) CCU specific training documentation shall be concise and free of error c) Training is relevant and effective d) Attendees have a clear understanding of the system features, functionality, and reporting capabilities e) Deliver knowledge assessments from each training session to the Contract Manager 	As determined in the approved project schedule

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.9.4.13	Deliver Test Plan	<ul style="list-style-type: none"> a) Includes requirements as defined in Section 3.3.13.18 b) Must be stored in SmartBear c) Is complete and concise d) Identifies test strategy, approach, and environment e) Test cases map to each requirement captured in Attachment W – Requirements f) Each test case includes step-by-step instructions for executing the test g) Identifies test roles and test data 	<p>As determined in the approved project schedule (not later than planned date of deployment minus 60 days)</p> <p>Updates with each planned deployment deliverable</p>
3.9.4.14	Deploy FOC	<ul style="list-style-type: none"> a) Includes requirements as defined in Sections 3.3.13.23 b) IP Phone sets are installed in Baltimore and satellite offices c) Tests are clearly defined and documented including test roles and test data with step-by-step instructions d) Test cases map to related requirements e) Tests are successfully executed f) Test results are stored in SmartBear g) FOC ORR is run effectively and efficiently h) FOC meeting minutes are clear and concise, distributed timely, adequately summarize the meeting discussion and key decisions, and capture action items and assignees i) System Documentation and other System Source Materials are complete, concise, and accurate j) FOC functionality is successfully deployed to production k) FOC is approved by the Contract Manager 	As determined by the State and documented in the approved project schedule
3.9.4.15	Maintenance & Support	<ul style="list-style-type: none"> a) Monthly summary report for SLA performance is delivered on-time. b) Refer to SLA (Section 3.8). c) Meets requirements as defined in Section 3.3.14.1 	

3.10 Work Order Process

- 3.10.1 During this Contract, additional work may be required and performed under this RFP provided it is within the overall scope of work described within the RFP.
- A. Additional services and resources will be provided via a Work Order process. . Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment F.
 - B. The Contract Manager shall e-mail a Work Order Request (See Attachment S) to the Contractor to provide services or resources that are within the scope of this RFP. The Work Order Request will include:
 - 1. Technical requirements and description of the service or resources needed
 - 2. Performance objectives and/or deliverables, as applicable
 - 3. Due date and time for submitting a response to the request, and
 - 4. Required place(s) where work must be performed
 - C. The Contractor shall e-mail a response to the Contract Manager within the specified time and include at a minimum:
 - 1. A response that details the Contractor's understanding of the work;
 - 2. A price to complete the Work Order Request using the format provided in Attachment S.
 - 3. A description of proposed resources required to perform the requested tasks, with associated labor categories listed in accordance with Attachment F.
 - 4. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - 5. State-furnished information, work site, and/or access to equipment, facilities, or personnel
 - 6. The proposed personnel resources, including any subcontractor personnel, to complete the task.
 - D. For a T&M Work Order, the Contract Manager will review the response and will confirm the proposed labor rates are consistent with this RFP. For a fixed price Work Order, the Contract Manager will review the response and will confirm the proposed prices are acceptable.
 - E. The Contract Manager may contact the Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the Procurement Officer for a determination of compliance with the Contract and a determination whether a change order is appropriate. Written Procurement Officer approval is required before Work Order execution by the State.
 - F. Proposed personnel on any type of Work Order shall be approved by the Contract Manager. The Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. The Contract Manager shall have the option to interview the

proposed personnel and, in the event of an interview or not, shall notify the Contractor of acceptance or denial of the personnel.

- G. Performance of services under a Work Order shall commence consistent with a NTP issued by the Contract Manager for such Work Order.

3.11 Insurance Requirements

- 3.11.1 Any insurance furnished as a condition of this Contract shall be issued by a company authorized to do business in this State.
- 3.11.2 Insurance shall be provided as specified in the Contract (Attachment A).
- 3.11.3 The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this Section 3.11 "Insurance Requirements," within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the Contractor shall update certificates of insurance annually, or as otherwise directed by the Contract Manager.
- 3.11.4 The following type(s) of insurance and minimum amount(s) of coverage are required:
- 3.11.4.1 General Liability - 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 subcontractors, 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.
- 3.11.4.2 Errors and Omissions/Professional Liability - The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.
- 3.11.4.3 Employee Theft Insurance - The Contractor shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.
- 3.11.4.4 Cyber Security / Data Breach Insurance - The Contractor shall maintain Cyber Security / Data Breach Insurance in the amount of ten million dollars (\$10,000,000) per occurrence. The coverage must be valid in at all locations where work is performed or data or other information concerning the State's claimants and/or employers is processed or stored.
- 3.11.4.5 Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
- 3.11.4.6 Automobile and/or Commercial Truck Insurance - The Contractor shall maintain Automobile and/or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 3.11.5 State Inclusion on Insurance

The State shall be listed as an additional insured on all 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 Contract Manager, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Manager receives a notice of non-renewal, the Contractor shall provide the Contract Manager with an insurance policy from another carrier at least 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.

3.11.6 Subcontractor Insurance

The Contractor shall require that any Subcontractors providing products/services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Manager with the same documentation as is required of the Contractor.

3.12 Invoicing

3.12.1 All invoices shall be submitted by the Contractor within 30 days of delivery of products/services and a proper invoice shall include, at the minimum, the following information:

- a. Name and address of the Department being billed
- b. Contractor name
- c. Product(s) and/or service(s) purchased listed separately including the amount for each individual charge (i.e., 5 – ABC Hardware @ \$2,000 Total \$10,000.00, 2 - CD Training @ \$100.00 Total \$200.00, Installation one-time cost \$300.00)
- d. Supporting Documentation
- e. E-mail address/phone number of Contractor's POC
- f. Remittance address
- g. Federal taxpayer identification or (if owned by an individual) Contractor's social security number
- h. Any adjustments made to the invoice
- i. Invoice period, invoice date, invoice number and amount due; and
- j. Purchase Order # being billed

3.12.2 Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information. Invoicing for deliverables shall be accompanied by signed notice(s) of acceptance, DPAF (Attachment R), for all invoices submitted for payment. Invoicing for standard monthly service charges shall be accompanied by a monthly summary report for SLA performance.

3.12.3 For Fixed Priced deliverables, as defined in Section 3.9, payment will only be made upon completion and acceptance of the deliverables.

3.12.4 The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.

3.12.5 Invoicing shall be submitted monthly.

3.12.6 TIME SHEET SUBMISSION AND ACCEPTANCE

Within three (3) business days after the 15th and last day of the month, the Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the Contract.

At a minimum, each semi-monthly timesheet shall show:

- A. Title: "Time Sheet for CCU Contact Center Solution"
- B. Issuing company name, address, and telephone number
- C. For each employee /resource:
 1. Employee / resource name
 2. For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1st through 15th and 16th through last day of the month.
 - a) Tasks completed that week and the associated deliverable names and ID#s
 - b) Number of hours worked each day
 - c) Total number of hours worked that Period
 - d) Period variance above or below 40 hours
 - e) Annual number of hours planned under the Contract
 - f) Annual number of hours worked to date
 - g) Balance of hours remaining
 - h) Annual variance to date (Sum of periodic variances)
- D. Signature and date lines for the Contract Manager
- E. Time sheets shall be submitted to the Contract Manager prior to invoicing. The Contract Manager shall sign the timesheet to indicate authorization to invoice.

3.12.7 T&M INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A. A proper invoice shall identify DoIT as the recipient and contain the following information: date of invoice, Contract number, deliverable description, deliverable number (e.g., "3.8.4.1."), period of performance covered by the invoice, a total invoice amount, and a Contractor point of contact with telephone number.
- B. The Contractor shall e-mail the original of each invoice and signed DPAF, for each deliverable being invoiced to DoIT at the following e-mail addresses:

Doitfiscal.invoiceservice@maryland.gov
David.Woodard@maryland.gov

Sheila.Graham@maryland.gov

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

3.12.8 FIXED PRICE INVOICE SUBMISSION PROCEDURE

- A. This procedure consists of the following requirements and steps:
- B. A proper invoice shall identify DoIT as the recipient and contain the following information: date of invoice, Contract number, deliverable description, deliverable number (e.g., “3.8.4.1.”), period of performance covered by the invoice, a total invoice amount, and a Contractor point of contact with telephone number.
- C. The Contractor shall e-mail the original of each invoice and signed DPAF (Attachment R), for each deliverable being invoiced to DoIT at the following e-mail addresses:

Doitfiscal.invoiceservice@maryland.gov
David.Woodard@maryland.gov
Sheila.Graham@maryland.gov

- D. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date. Any final monthly invoice shall include all charges for data retention.

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

- A. The amount invoiced is inconsistent with the Contract.
- B. The proper invoice has not been received by the party or office specified in the Contract.
- C. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract.
- D. The item or services have not been accepted.
- E. The quantity of items delivered is less than the quantity ordered.
- F. The items or services do not meet the quality requirements of the Contract
- G. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule.
- H. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
- I. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the contract concerning performance under the contract and compliance with its provisions.

3.13 Security Assessment Audit Report

- 3.13.1.1 Contractor shall obtain an independent, annual assessment performed of the Contractor's and/or Subcontractor's security controls that provide assurance that adequate security controls, as required in Section 3.4 (Security Requirements), including 3.4.7.5, regarding PCI compliance are in place and operating properly to ensure Sensitive Data, such as Personally Identifiable Information (PII), is adequately protected from disclosure.
- 3.13.1.2 Such independent assessments of the Contractor's security controls (referred to as the Security Assessment Report) may include a SOC 1 Type 2 audit, a SOC 2 Type 2 audit, an Agreed Upon Procedures IT audit, or an ISO 27001 certification. The Department must approve, in consultation with appropriate State government technology and audit authorities, the Contractor's and/or Subcontractor's proposed Security Assessment Report as acceptable.
- 3.13.1.3 The initial Security Assessment Audit Report shall be completed, and submitted to the Contract Manager on an annual basis on a date proposed by the Contractor and approved by the State. The Contractor and/or Subcontractors shall promptly provide a complete copy of the final annual Security Assessment Report to the Contract Manager upon its completion.
- 3.13.1.4 The Contractor shall provide to the Contract Manager, within 30 calendar days of the issuance of each annual final Security Assessment Report, a documented corrective action plan which addresses each audit finding or exception contained in the Security Assessment Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor and/or Subcontractors along with the date(s) when each remedial action is to be implemented
- 3.13.1.5 If the Contractor and/or Subcontractors fail during the Contract term to obtain an annual Security Assessment Report by the date specified in 3.13.1.3, the Department shall have the right to retain an independent audit firm to perform an audit engagement of a Security Assessment Report of the Information Functions and/or Processes being provided by the Contractor and/or Subcontractors. The Contractor and/or Subcontractors agree to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the support and cooperation to the independent audit firm that is required to perform the Security Assessment Report. The Department will invoice the Contractor for the expense of the Security Assessment Report(s), or deduct the cost from future payments to the Contractor.

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4 PROPOSAL FORMAT

4.1 Two-Part Submission

Offerors shall submit Proposals in separate volumes:

- a) Volume I – TECHNICAL PROPOSAL
- b) Volume II – FINANCIAL PROPOSAL

4.2 Volume I – Technical Proposal

Note: Provide no pricing information in the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).

4.2.1 Format of Technical Proposal

The Technical Proposal will include all items detailed below. In addition to the following instructions, responses in the Offeror's Technical Proposal must reference the RFP's organization and section numbering (ex. "Section 3.2.1 Response"). This proposal organization will allow direct mapping between Offeror responses and RFP requirements by Section number and will aid in the evaluation process.

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

4.2.2.1 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.

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

Any information which is claimed to be confidential 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. The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included (see Section 1.14 "Public Information Act Notice").

4.2.2.3 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 its Proposal and the requirements as stated in this RFP. The Transmittal Letter should include the following:

- A. Name and address of the Offeror;
- B. Name, title, e-mail address, and telephone number of primary contact for the Offeror;
- C. Solicitation Title and Solicitation Number that the Proposal is in response to;

- D. Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
- E. Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);
- F. Offeror's eMM number;
- G. Offeror's MBE certification number (if applicable);
- H. 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 4.2.2.4); and
- I. Acknowledgement of all addenda to this RFP issued before the Proposal due date.

4.2.2.4 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 should identify the Service Category(ies) and Region(s) for which the Offeror is proposing to provide products/services (if applicable). The Summary shall also 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. Acceptance or rejection of exceptions is within the sole discretion of the State. If there are no assumptions, the Offeror shall so state.

4.2.2.5 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."

4.2.2.6 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 products/services, including the products/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 requirement shall include an explanation of how the work will be performed. 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. The response shall address each requirement in Section 3 of this RFP in order, and shall contain a cross reference to the RFP requirement.
- 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 products/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 shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract 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 3.7.
- E. Offeror responses must include the identification of requirements satisfied and those which are not satisfied by completing Attachment W - Requirements. Offeror's Explanation such as "concur" or "shall comply" shall receive a lower evaluation ranking than those of Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it.
- F. Offeror's responses must describe how the Offeror can meet the deliverables and requested timeframes as defined in Section 3.9 Deliverables. Offeror's responses must detail State responsibilities needed for each deliverable. Deliverable responses such as "concur" or "shall comply" will receive a lower evaluation ranking than those of Offerors who demonstrate they understand a deliverable and have a plan to meet or exceed it.
- G. Offeror's Proposal must describe how the Offeror's Contact Center management and reporting enables the collection, analysis and reporting of Agent performance, Contact Center group activity, system status, and forecasts future Contact Center staffing requirements by analyzing call volume patterns.
- H. Offeror's Proposal must describe the proposed telephones for the CCU Agents and management team including, but not limited to:
1. Types
 2. Interface requirements such as Link Layered Discovery Protocol (LLDP) or equivalent
 3. Features
 4. How they are managed/administered
 5. Whether the "thin clients" support Softphones
 6. What environment / operating system they use
 7. Whether they are multimedia capable
- I. Offeror's Proposal must describe the proposed network facilities including but not limited to:
1. The type of access supported for inbound and outbound calling,
 2. Interfaces,
 3. Features (for example, DNIS, Caller ID), and
 4. Interface capacity.
- J. Offeror's Proposal must describe the proposed maintenance and technical support.
- K. Offeror's Proposal must describe in its Proposal its disaster recovery approach, including an explanation how data will be recoverable.

- L. Offeror's Proposal must describe how the Train-the-trainer materials are more comprehensive / sophisticated than the standard training material.
- M. Offeror Proposal must include a Security Plan that demonstrates the Offeror's compliance with and maturity of data security, including PCI compliance.

4.2.2.7 Experience and Qualifications of Proposed Staff (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 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.

4.2.2.8 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 the 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;
- D. The Offeror's process for resolving billing errors; and
- E. An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

4.2.2.9 References (Submit under TAB H)

At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the products/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 products/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 products/services provided.

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

4.2.2.10 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 products/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 products/services 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.

4.2.2.11 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.

4.2.2.12 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 3.11. See Section 3.11 for the required insurance certificate submission for the apparent awardee.

4.2.2.13 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 Section 4.2.2.7 for additional Offeror requirements related to subcontractors.

4.2.2.14 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 court, case name, complaint number, and a brief description of the final ruling or determination; 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.

4.2.2.15 Economic Benefit Factors (Submit under TAB N)

- A. The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. See COMAR 21.05.03.03A(3).
- B. 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.
- C. 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.
- D. 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.
- E. Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this Contract:
 1. generic statements that the State will benefit from the Offeror's superior performance under the Contract;
 2. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this Contract; or
 3. tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under this Contract.

- F. 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.
- G. Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:
1. The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. **Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;**
 2. The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;
 3. Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
 4. Subcontract dollars committed to Maryland small businesses and MBEs; and
 5. Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

4.2.3 Additional Required Technical Submissions (Submit under TAB O)

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 4.2.2.

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

- A. Completed Bid/Proposal Affidavit (Attachment B).
- B. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit Attachment D-1A).
- C. Completed Maryland Living Wage Requirements Affidavit of Agreement (Attachment G-1).
- D. Completed Conflict of Interest Affidavit and Disclosure (Attachment I).
- E. Completed Mercury Affidavit (Attachment L).
- F. Completed Location of the Performance of Services Disclosure (Attachment N).

4.2.4 Additional Required Submissions (Submit under Tab P)

IMPORTANT! Offerors shall furnish any and all agreements the Offeror expects the State to sign in order to use the Offeror's or Subcontractor(s) services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents.

- 4.2.4.1 Copy of any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master Agreement),
- 4.2.4.2 Copy of the AUP for each organization, including subcontractors, proposed to perform services under this Contract.

4.3 Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified in Attachment F. The Offeror shall complete the Price Sheet only as provided in the Price Sheet Instructions and the Price Sheet itself.

4.4 Proposal Packaging

- 4.4.1 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, e-mail address, and telephone number of the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and four (4) copies. 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 to the Procurement Officer prior to the date and time for receipt of Proposals and including a label bearing:
 - a. The RFP title and number,
 - b. Name and address of the Offeror, and
 - c. Closing date and time for receipt of Proposals
- 4.4.2 An electronic version of the Technical Proposal in Microsoft Word format (version 2007 or greater) must be enclosed with the original Technical Proposal. A second electronic version of Volume I in searchable Adobe .pdf format shall be submitted to support Public Information Act (PIA) requests. **Provide no pricing information on the media submitted in the Technical Proposal (Volume 1). Include pricing information only in the Financial Proposal media (Volume II).**
- 4.4.3 An electronic version of the Financial Proposal in Microsoft Word or Microsoft Excel format (version 2007 or greater) must be enclosed with the original Financial Proposal. A second electronic version of Volume II in searchable Adobe .pdf format shall be submitted to support Public Information Act (PIA) requests.
- 4.4.4 Electronic media (CD, DVD, or flash drive) must be labeled on the outside with the RFP title and number, name of the Offeror, and volume number. Electronic media must be packaged with the original copy of the appropriate Proposal (Technical or Financial).
- 4.4.5 All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").

4.5 Proposal Delivery

- 4.5.1 Offerors may submit proposals by hand or by mail with electronic media as described below to the address provided in the Key Information Summary Sheet.
- A. 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.
 - B. 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.
- 4.5.2 The Procurement Officer must receive all Technical and Financial Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. If submitted via e-mail, the date and time of submission is determined by the date and time of arrival in the Procurement Officer's e-mail box. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

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5 EVALUATION CRITERIA AND 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 RFP § 4.2.2.6)

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 performed. 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 Offeror Qualifications and Capabilities, including proposed subcontractors (See RFP § 4.2.2.8 – 4.4.2.14)

5.2.3 Offeror's Schedule (See RFP § 4.2.2.6)

The State desires a CCU Contact Center Solution that can be successfully implemented within the timeframes indicated. Proposals which include limited responses to specified due dates will receive a lower ranking than those proposals that demonstrate an understanding of the due dates and include a commitment to meet or exceed them.

5.2.4 Offeror's Maintenance and Technical Support (See RFP § 4.2.2.6)

5.3 Financial Proposal Evaluation Criteria

5.3.1 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 Total Evaluated Price within the stated guidelines set forth in this RFP and as submitted on Attachment F - Price Sheet.

5.3.2 For proposals submitted via e-mail, DoIT will contact Offerors for the password to access financial proposal data. DoIT will only contact those Offerors with proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the financial submission will be deemed not susceptible for award; subsequent submissions of content will not be allowed.

5.4 Reciprocal Preference

- 5.4.1 Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 requires that procuring units apply a reciprocal preference under the following conditions:
- 5.4.1.1 The most advantageous offer is from a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the products/services required under this RFP is in another state.
 - 5.4.1.2 The other state gives a preference to its resident businesses through law, policy, or practice; and
 - 5.4.1.3 The preference does not conflict with a Federal law or grant affecting the procurement Contract.
- 5.4.2 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

- 5.5.1.1 The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
- 5.5.1.2 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 MDOT Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the 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. Offerors may only perform limited substitutes of proposed personnel (see Section 1.23.E Substitution Prior to and Within 30 Days After Contract Execution).

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 greater weight than financial factors.

5.6 Documents Required upon Notice of Recommended Award

Upon receipt of notice of recommended award, the following documents shall be completed, signed if applicable with original signatures, and submitted by the recommended awardee within five (5) 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, D-3B, within ten (10) Working Days,
- D. MBE Waiver Justification within ten (10) Working Days, usually including Attachment D-1C, if a waiver has been requested,
- E. Non-Disclosure Agreement (Attachment J),
- F. Evidence of meeting insurance certificate requirements (See Section 3.11)
- G. PEP (See Section 3.7), within ten (10) Working Days

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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 recommended 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 within five (5) Business Days after receipt. Upon mutual Contract execution, a fully-executed copy will be sent to the Contractor.

ATTACHMENT B – Bid/Proposal Affidavit

This Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT C – Contract Affidavit

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommended award.

ATTACHMENT D – Minority Business Enterprise Forms

If required (see Section 1.33), these Attachments include the MBE subcontracting goal statement, instructions, and MBE Attachments D1-A through D-5. Attachment D-1A must be properly completed and submitted with the Offeror's Technical Proposal or the Proposal will be deemed non-responsive and rejected. Within 10 Working Days of receiving notification of recommended award, the Offeror must submit Attachments D-2, D-3A, D-3B and, if the Offeror has requested a waiver of the MBE goal, usually Attachment D-1C.

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.

ATTACHMENT F – Financial Proposal Instructions and Price Sheet

The Price Sheet must be completed and submitted with the Financial Proposal.

ATTACHMENT G – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement

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

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.

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.

ATTACHMENT J – Non-Disclosure Agreement

If required (see Section 1.37), this Attachment must be completed and submitted within five (5) Business Days of receiving notification of recommended award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

ATTACHMENT K – HIPAA Business Associate Agreement

If required (Section 1.38), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommended award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

ATTACHMENT L – Mercury Affidavit

If required (see Section 1.40), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT M – Veteran-Owned Small Business Enterprise Forms

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 within ten (10) Business Days of receiving notification of recommended award.

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.

ATTACHMENT O – Department of Human Resources (DHR) Hiring Agreement

If required (see Section 1.43), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommended award.

ATTACHMENT P – Non-Disclosure Agreement (Offeror)

If required (see Section 1.37), this Attachment is to be completed and submitted prior to viewing any documentation set aside in a reading room in advance of the RFP due date.

ATTACHMENT Q – Labor Classification Personnel Resume Summary

If required, this Attachment is to be completed and submitted with the Technical Proposal.

ATTACHMENT R – Agency Deliverable Product Acceptance Form (DPAF)

If required, this Attachment is to be completed upon deliverable acceptance by the State.

ATTACHMENT S – Sample Work Order

If required, this Attachment is to be completed by the State for any additional work under the general scope of this contract

ATTACHMENT T – Proposal/Bid Bond

If required (See Section 1.47), this Attachment is to be submitted for providing a Proposal/Bid Bond for this RFP. Submit as instructed in RFP.

ATTACHMENT U – Labor Categories

If required, this Attachment describes labor categories available for use on this Contract.

ATTACHMENT V – Monthly Status Report Template

This Attachment includes the Monthly Status Report template.

ATTACHMENT W – CCU Contact Center Solution Requirements

This Attachment includes the system requirements for the CCU Contact Center Solution.

ATTACHMENT X – Draft CCU IVR Script

This Attachment includes the draft of the CCU IVR script.

Attachment A - CONTRACT

Department of Information Technology (DoIT)

“CCU Contact Center Solution”

F50B6400027

THIS CONTRACT (the “Contract”) is made this ____ day of _____, 20__ by and between _____ and, on behalf of the STATE OF MARYLAND, the MARYLAND Department of Information Technology (DoIT).

IN CONSIDERATION of the following, the parties agree as follows:

1. Definitions

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

- 1.1. “COMAR” means the Code of Maryland Regulations.
- 1.2. “Contract” means this contract for CCU Contact Center Solution. Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Work Order.
- 1.3. “Contract Manager” means the individual identified in Section 1.6 of the Request for Proposals (RFP), or a successor designated by the Department.
- 1.4. “Contractor” means _____, whose principal business address is: _____.
- 1.5. “Custom Software” means application modules developed to integrate with a Commercial-off-the-Shelf (COTS), source-codes, maintenance updates, documentation, and configuration files, when developed under this Contract.
- 1.6. “Department” means the Department of Information Technology (DoIT).
- 1.7. “eMM” means eMaryland Marketplace.
- 1.8. “Financial Proposal” means the Contractor’s financial proposal dated _____.
- 1.9. “Minority Business Enterprise” (MBE) means an entity meeting the definition at COMAR 21.0 1.02.01B(54), which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.10. “Procurement Officer” means the person identified in Section 1.5 of the RFP or a successor designated by the Department.
- 1.11. “Proposal” means, as appropriate, either or both an Offeror’s Technical or Financial Proposal.
- 1.12. “RFP” means the Request for Proposals for CCU Contact Center Solution, Solicitation # F50B6400027 and any amendments thereto issued in writing by the State.
- 1.13. “Sensitive Data” means any personally identifiable information (PII), protected health information (PHI) or other private/confidential data.
- 1.14. “Software” means the object code version of computer programs licensed pursuant to this Contract. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by Contractor or an authorized distributor.
- 1.15. Software-as-a-Service (SaaS) as used in this document is defined as the right provided to the State to access and use Software running on equipment operated by Contractor or its suppliers or

Subcontractors, including network, servers, operating systems, and storage (“Cloud Infrastructure”). The Software is accessible from various client devices through a thin client interface such as a web browser (e.g., web-based e-mail) or a program interface. The State does not manage or control the underlying Cloud Infrastructure, but may be permitted limited user-specific application configuration settings. The Contractor is responsible for the acquisition and operation of all equipment or hardware, Software and associated network services as it pertains to the services being provided and shall keep all Software current to at least the previously released version (e.g., version “n-1”). The Contractor is responsible for any network service needed for it or its authorized users to access the Cloud Infrastructure via the internet. Under SaaS, the technical and professional activities required for establishing, managing, and maintaining the Cloud Infrastructure and Software are the responsibilities of the Contractor.

- 1.16. “Source Code” means executable instructions for Software in their high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
- 1.17. “System Source Materials” means those materials of the CCU Contact Center Solution (“System”) including, but not limited to:
- a) Custom Software and all associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
 - b) All associated Custom Software design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation.
 - c) A complete list of third party, open source, or commercial software components and detailed configuration notes for the Custom Software (e.g., operating system, relational database, and rules engine software).
 - d) All associated training materials for business users and technical staff
 - e) IVR scripts and configuration files
 - f) Standard operating procedures, if requested on the Contract
- 1.18. “State” means the State of Maryland.
- 1.19. “Technical Proposal” means the Contractor’s technical proposal dated_____.
- 1.20. “Veteran-owned Small Business Enterprise” (VSBE) means 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 Code of Maryland Regulations (COMAR) 21.11.13.
- 1.21. “Work Order” means a subset of work authorized by the Contract Manager performed under the general scope of the Contract, which is defined in advance of Contractor fulfillment, and which may not require a modification.
- 1.22. Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

- 2.1. The Contractor shall provide products and services as described in the RFP for a vendor hosted cloud based Contact Center Solution, including Internet Protocol Public Branch Exchange (IP PBX), Automated Call Distribution (ACD), Interactive Voice Response (IVR), Integrated Predictive Dialer (IPD), Call Monitoring and Recording system, Internet Protocol Phone sets and Softphones, and other necessary telecommunications equipment and services.
- 2.2. These products and services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there are any inconsistencies between this Contract and Exhibits A through D, the terms of this Contract shall control. If there is any conflict among the exhibits, the following order of precedence shall determine the prevailing provision.

Exhibit A – The RFP

Exhibit B – The Contract Affidavit dated _____.

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

2.3 Work Orders may not limit the State’s rights as provided by law and may not change the terms of, or conflict with, this Contract or any of its Exhibits.

2.4 Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Work Order.

3. Period of Performance

3.1. The Contract shall start as of the date of full execution by the parties (the “Effective Date”). From the Effective Date, the Contract shall be for a period of five (5) years beginning June 1, 2016 and ending on May 30, 2026. In its sole discretion, the Department shall have the right to exercise an option to extend the Contract for five, one - year renewal periods.

3.2. The Contractor shall provide products and services under this Contract as of the date provided in a written Notice to Proceed.

3.3. Audit, confidentiality, document retention, patents, copyrights & intellectual property (see §5), warranty and indemnification obligations under this Contract and any other obligations specifically identified shall survive expiration or termination of the Contract.

4. Consideration and Payment

4.1. In consideration of the satisfactory performance of the Contract, the Department shall promptly process a proper invoice for payment in accordance with the terms of this Contract.

4.2. The total payment for products and services provided under a fixed price contract or the fixed price element of a combined fixed price – time and materials contract shall be the firm fixed price submitted by the Contractor in its Financial Proposal. For time and materials contracts, or contracts which include both fixed price and time and materials elements, total payments to the Contractor for the time and materials portion may not exceed \$<<enter the Not to Exceed amount>> (the “NTE Amount”).

The Contractor shall notify the Contract Manager, in writing, at least 60 days before time and material obligations are expected to reach the NTE Amount. The Contractor shall have no obligation to perform the time and materials requirements under this Contract after payments reach the NTE Amount. The cessation of the Contractor’s obligation to perform under this paragraph 4.2 is expressly conditioned on the following: that prior to the NTE Amount being reached, the Contractor shall: (i) give the notice required under this paragraph 4.2; (ii) promptly consult with the Department and cooperate in good faith with the Department to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete critical work in progress prior to the date the NTE Amount will be reached; and (iii) secure databases, systems, platforms and/or applications on which the Contractor is working so that no damage or vulnerabilities to any of the same will exist due to any such unfinished work. Any work performed by the Contractor in excess of the NTE amount without the prior written approval of the Contract Manager is at the Contractor’s risk of non-payment.

4.3. The Contractor shall submit invoices as required in the RFP. Invoices that contain both fixed price and time and material items must clearly identify the items to be either fixed price or time and material billing. Invoices for third-party Software support and maintenance will be paid on a monthly basis. Each invoice must include the Contractor’s Federal Tax Identification Number:

_____ . The Contractor’s eMM identification number is

_____. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department’s receipt of a proper invoice from the Contractor.

Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Manager or as specified on a Work Order / Purchase Order. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

- 4.4. In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, then Contractor will be notified and provided a time specified by the State to cure the breach. If the breach is not cured within the time specified within the notification, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.5. Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

5. Patents, Copyrights, Intellectual Property

- 5.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the effective date of this agreement shall belong to the party that owned such rights immediately prior to the Effective Date. If the Contractor furnishes SaaS that includes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 5.2. Except as provided in Section 5.4 of this Contract, the Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, software, graphics, mechanical, artwork, computations and data prepared by or for the Contractor for purposes of this Contract (“Work Product”) shall become and remain the sole and exclusive property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.3. Except as provided in Section 5.4 of this Contract, the Contractor agrees that at all times during the term of this Contract and thereafter, Work Product shall be "works made for hire" as that term is interpreted under U.S. copyright law and shall be owned by the State. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights and all information used to formulate such Work Product. In the event any Work Product is or may not be considered a work made for hire under applicable law, Contractor assigns and transfers to the State the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof. Contractor shall execute all documents and perform such other proper acts as the State may deem necessary to secure for it the rights pursuant to this section.
- 5.4. Notwithstanding anything to the contrary in this Contract, to the extent (i) the Work Product incorporates any commercial-off-the shelf software (COTS) and/or any Pre-Existing Intellectual Property or (ii) any COTS and/or Pre-Existing Intellectual Property (other than a computer’s operating system, supported internet browser, browser accessibility software or hardware if needed by the user, and software required to access a commonly-available data transmission tool or export format) is required to access, install, build, compile or otherwise use the Work Product (such COTS and Pre-Existing Intellectual Property individually and collectively referred to herein as “Third-party Intellectual Property,” which shall be the sole property of Contractor or its third-party licensors, as applicable), Contractor hereby grants to the State, on behalf of itself and any third-party licensors, a royalty-free, paid-up, non-exclusive, unrestricted, unconditional, irrevocable, worldwide right and license, with the right to use, execute, reproduce, display, perform, distribute copies of internally, modify and prepare derivative works based upon, such Third-party Intellectual Property as may be necessary for the State to use the Work Product for the purposes for which such Work Product was designed and intended. “Pre-

Existing Intellectual Property” means any program, utility or tool owned by Contractor or its third-party licensors that was created by Contractor or its third-party licensors independently from its performance of this Contract and not solely using funds from this Contract

- 5.5 Except for information created or otherwise owned by the Department or licensed by the Department from third-parties, including all information provided by the Department to Contractor through SaaS or for use in connection with SaaS, all right, title, and interest in the intellectual property embodied in SaaS, including the know-how and methods by which SaaS is provided and the processes that make up SaaS, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights in any of the above except as expressly granted in this Agreement. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors.
- 5.6. Subject to the terms of Section 6, Contractor shall defend, indemnify, and hold harmless the State, including, but not limited to, the Department and its agents, officers, and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys’ fees) arising out of or in connection with any third party claim the Contractor-provided SaaS service, Work Product, or any Third-Party Intellectual Property infringes, misappropriates or otherwise violates any third-party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State’s rights or interests, without the State’s prior written consent, which consent may be withheld in the State’s sole and absolute discretion.
- 5.7 Contractor shall be entitled to control the defense or settlement of such claim provided that the State will, upon requesting indemnification hereunder: (a) provide reasonable cooperation to Contractor in connection with the defense or settlement of any such claim, at Contractor’s expense; and (b) be entitled to participate in the defense of any such claim at its own expense.
- 5.8 Except if Contractor has pre-existing knowledge of such infringement, Contractor’s obligations under this section will not apply to the extent any third-party intellectual property infringes, misappropriates or otherwise violates any third party intellectual rights as a result of modifications made by the Department in violation of the license granted to the Department pursuant to section 5.4 or which were not approved by Contractor, including (i) the combination, operation or use of the service (including SaaS) or deliverable in connection with a third-party product or service not introduced by the Contractor (the combination of which causes the infringement); or (ii) Contractor’s compliance with the written specifications or directions of the Department to incorporate third party Software or other materials which causes infringement.
- 5.9. Without limiting Contractor’s obligations under Section 5.6, if all or any part of the Work Product, deliverable, or service is held, or Contractor reasonably determines that it could be held, to infringe, misappropriate or otherwise violate any third party intellectual property right, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the item or service in accordance with its rights under this Contract; (b) replace the item or service with an item that does not infringe, misappropriate or otherwise violate any third party intellectual property rights and, in the State’s sole and absolute discretion, complies with the item’s specifications, and all rights of use and/or ownership set forth in this Contract; (c) modify the item or service so that it no longer infringes, misappropriates or otherwise violates any third party intellectual property right and, in the State’s sole and absolute discretion, complies with the item’s or services’ specifications and all rights of use and/or ownership set forth in this Contract or (d) refund any pre-paid fees for the allegedly infringing services that have not been performed or provide a reasonable pro-rata refund for the allegedly infringing deliverable or item.
- 5.10. Except for any Pre-Existing Intellectual Property and third-party intellectual property, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or

to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State. Notwithstanding the foregoing, the State agrees to secure all necessary rights, licenses and/or permissions to allow Contractor to access and use any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials the State provides to the Contractor in Contractor's performance of the services or production of the deliverables.

- 5.11. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third-party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any Open Source License.
- 5.12. The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all deliverables delivered under this Contract.
- 5.13. The Contractor shall not affix (or permit any third party to affix), without the Department's consent, any restrictive markings upon any deliverables that are owned by the State, Department and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.14. This Section 5 shall survive expiration or termination of the contract.

6. Indemnification

- 6.1. Contractor shall indemnify, defend, and hold the State, its directors, officers, employees and agents harmless from liability for (a) tangible property damage, bodily injury and death, to the extent caused by or contributed to by the Contractor, and (b) for the fraud or willful misconduct of Contractor, including all related defense costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 6.2. The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 6.3. The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 6.4. The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed by a third party against the State as a

result of or relating to the Contractor's performance under this Contract.

6.5. Section 6 shall survive expiration of this Contract.

7. Limitations of Liability

- 7.1. Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees, including but not limited to personal injury; physical loss; or violations of the Patents, Copyrights, Intellectual Property sections of this Contract, as follows:
- 7.1.1. For infringement of patents, trademarks, trade secrets and copyrights as provided in Section 5 (“Patents, Copyrights, Intellectual Property”) of this Contract;
 - 7.1.2. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
 - 7.1.3. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract where liability is not otherwise set forth as being “without limitation,” and regardless of the basis on which the claim is made, Contractor’s liability shall not exceed two times the total value of the Contract or \$2,000,000, whichever is greater. Third-party claims arising under Section 6 (“Indemnification”) of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor’s liability for third-party claims arising under Section 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6.
 - 7.1.4. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all Subcontractors shall be held to be agents of Contractor.

8. Prompt Pay Requirements

- 8.1. If the Contractor withholds payment of an undisputed amount to its subcontractor, the State, at its option and in its sole discretion, may take one or more of the following actions:
- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
 - (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
 - (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
 - (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - (e) Default Contractor for failing to perform in accordance with the requirement to promptly pay subcontractors.
 - (f) Take other or further actions as appropriate to resolve the withheld payment.
- 8.2. An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 8.3. An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between the Contractor and subcontractor under this Contract, may not:
- (a) Affect the rights of the contracting parties under any other provision of law;
 - (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any

other proceeding; or

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

8.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

9. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment and materials specified as deliverables to the State hereunder shall remain with the Contractor until the supplies, equipment, materials and other deliverables are received and accepted by the State. Title of all such deliverables passes to the State upon acceptance by the State.

10. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems and Cloud Infrastructure) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

11. Exclusive Use and Ownership

Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of the Department's confidential information is to be disclosed shall be advised by Contractor of and bound by confidentiality and intellectual property terms substantially equivalent to those of this Contract.

12. Source Code Escrow

Source code Escrow does not apply to this Contract.

13. Notification of Legal Requests

The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this Contract, or which in any way might reasonably require access to the data of the State, unless prohibited by law from providing such notice. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

14. Termination and Suspension of Service

14.1. In the event of a termination of the Contract, the Contractor shall implement an orderly return of all State data, as set forth in Section 14.2.

14.2. Upon termination or the end of the base period and option periods if any, of this Contract, the Contractor must provide transition assistance requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor for the State as follows: (a) return to the State all State data in either the form it was provided to the State or a mutually agreed format; (b) provide the schema

necessary for reading of such returned data; (c) preserve, maintain, and protect all State data for a period of up to ninety (90) days after the termination or expiration date, so that the State can ensure that all returned data is readable; (d) not delete State data until the earlier of ninety (90) days or the date the State directs such deletion; (e) after the retention period, the Contractor shall securely dispose of all State data in all of its forms, such as disk, CD/DVD, backup tape and paper; State data shall be permanently deleted and shall not be recoverable, according to NIST-approved methods; and certificates of destruction shall be provided to the State; and (f) prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the ninety-day data retention period.

- 14.3 The Contractor shall, unless legally prohibited from doing so, securely dispose of all State data in its systems or otherwise in its possession or under its control, in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to NIST-approved methods. Certificates of destruction shall be provided to the State.
- 14.2 During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data.
- 14.3 The State shall be entitled to any post-termination assistance generally made available with respect to the services.

15. Data Center Audit

A SOC 2 Audit applies to this Contract.

16. Change Control and Advance Notice

The Contractor shall give advance notice to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance.

Contractor may modify the functionality or features of the SaaS at any time, provided that the modification does not materially degrade the functionality of the SaaS service.

17. Redundancy, Data Backup and Disaster Recovery

Unless specified otherwise in the RFP, the Contractor must maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, Contractor's processing capability and the availability of hosted services, in each case throughout the base period, and any option periods and at all times in connection with its required performance of those services. Any force majeure provisions of this Contract do not limit the Contractor's obligations under this "Redundancy, Data Backup and Disaster Recovery" Contract provision.

18. Effect of Contractor Bankruptcy

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

19. Parent Company Guarantee (If Applicable)

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

R20. General Terms and Conditions**R20.1. Pre-Existing Regulations**

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

R20.2. Maryland Law Prevails

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract, the Software, or any Software license acquired hereunder. Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

R20.3. Multi-year Contracts contingent upon Appropriations

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

R20.4. Cost and Price Certification

R20.4.1. The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- (1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the Procurement Officer; or
- (2) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the Procurement Officer.

R20.4.2. The price under this Contract and any change order or modification hereunder, including

profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

R20.5. Contract Modifications

The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. Pursuant to COMAR 21.10.04, the Contractor must assert in writing its right to an adjustment under this section and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under Section 20.8, Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

R20.6. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

R20.7. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

R20.8. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

R20.9. Living Wage

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

R20.10. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under General Provisions Article, §5-101, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

R20.11. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, sexual orientation, sexual identity, ancestry, or disability of a qualified person with a disability, sexual orientation, or any otherwise unlawful use of characteristics; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

R20.12. Commercial Non-Discrimination

- R20.12.1. As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- R20.12.2. As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor

understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

R20.13. Subcontracting and Assignment

R20.13.1 The Contractor may not subcontract any portion of the products or services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State, each at the State's sole and absolute discretion. Any such subcontract or assignment shall include the terms of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to any subcontractors.

R20.13.2. Subcontractor Disclosure

The Contractor shall identify all of its strategic business partners related to products or services provided under this Contract, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

R20.14. Minority Business Enterprise Participation

R20.14.1. Establishment of Goal and Subgoals.

An overall MBE subcontractor participation goal and subgoals have been established for this procurement as described in section 1.33 of the RFP.

R20.14.2. Liquidated Damages for MBE program

R20.14.2.1. This Contract requires the Contractor to make good faith efforts to comply with the MBE Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

R20.14.2.2. Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or Contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- i. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$28 per day until the monthly report is submitted as required.
- ii. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$96 per MBE subcontractor.
- iii. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or

changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.

- iv. Failure to meet the Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- v. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this Contract: \$100 per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the Contract and exercise all other rights and remedies provided in the Contract or by law.

R20.14.3. MBE Prompt Pay Requirements

R20.14.3.1. To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- A) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
 - (1) Inspecting any relevant records of the Contractor;
 - (2) Inspecting the jobsite; and
 - (3) Interviewing subcontractors and workers.
 - (4) Verification shall include a review of:
 - (a) The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
 - (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
- B) If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- C) If the Department determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - (1) Terminate the Contract;

(2) Refer the matter to the Office of the Attorney General for appropriate action; or

(3) Initiate any other specific remedy identified by this Contract.

R20.14.3.2. Upon completion of the contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

R20.15. Insurance Requirements

The Contractor shall maintain workers' compensation coverage, property and casualty insurance, cyber liability insurance, and any other insurance as required in the RFP. The minimum limits of such policies must meet any minimum requirements established by law and the limits of insurance required by the RFP, and shall cover losses resulting from or arising out of Contractor action or inaction in the performance of services under the Contract by the Contractor, its agents, servants, employees or subcontractors. Effective no later than the date of execution of the Contract, and continuing for the duration of the Contract term, and any applicable renewal and transition periods, the Contractor shall maintain such insurance coverage and shall report such insurance annually or upon Contract renewal, whichever is earlier, to the Procurement Officer. The Contractor is required to notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation and/or nonrenewal. Certificates of insurance evidencing this coverage shall be provided within five (5) days of notice of recommended award. All insurance policies shall be issued by a company properly authorized to do business in the State of Maryland. The State shall be included as an additional named insured on the property and casualty policy and as required in the RFP.

R20.16. Veteran Owned Small Business Enterprise Participation

There is no VSBE subcontractor participation goal for this procurement.

R20.17. Security Requirements and Incident Response

- R20.17.1. The Contractor agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State and Department of Information Technology information security policy, currently found at <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf>. Contractor shall limit access to and possession of Sensitive Data to only employees whose responsibilities reasonably require such access or possession and shall train such employees on the Confidentiality obligations set forth herein.
- R20.17.2. The Contractor agrees to notify the Department when any Contractor system that may access, process, or store State data or State systems is subject to unintended access or attack. Unintended access or attack includes compromise by a computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.
- R20.17.3. The Contractor further agrees to notify the Department within twenty-four (24) hours of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the Contract Manager, Department chief information officer and Department chief information security officer.
- R20.17.4. The Contractor agrees to notify the Department within two (2) hours if there is a threat to Contractor's product as it pertains to the use, disclosure, and security of the State data.
- R20.17.5. If an unauthorized use or disclosure of any Sensitive Data occurs, the Contractor must provide written notice to the Department within one (1) business day after Contractor's discovery of such use or disclosure and thereafter all information the State (or Department)

requests concerning such unauthorized use or disclosure.

- R20.17.6. The Contractor, within one day of discovery, shall report to the Department any improper or non-authorized use or disclosure of Sensitive Data. Contractor's report shall identify:
- (a) the nature of the unauthorized use or disclosure;
 - (b) the Sensitive Data used or disclosed,
 - (c) who made the unauthorized use or received the unauthorized disclosure;
 - (d) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - (e) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 - (f) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- R20.17.7. The Contractor shall protect Sensitive Data according to a written security policy no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation. The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Sensitive Data or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State (or Department) and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.
- R20.17.8 The Contractor shall disclose all of its non-proprietary security processes and technical limitations to the State.
- R20.17.9. This Section shall survive expiration or termination of this Contract.

R20.18. Security Incident or Data Breach Notification

The Contractor shall inform the State of any security incident or data breach.

- R20.18.1. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.
- R20.18.2. Security Incident Reporting Requirements: The Contractor shall report a security incident to the appropriate State-identified contact immediately.
- R20.18.3. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State-identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

R20.19 Data Breach Responsibilities

This section only applies when a data breach occurs with respect to Sensitive Data within the possession or control of the Contractor.

- R20.19.1. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State-identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- R20.19.2. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State-identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been, a data breach. The Contractor shall (1) cooperate with the State to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- R20.19.3. Unless otherwise stipulated, if a data breach is a direct result of the Contractor's breach of its Contract obligation to encrypt Sensitive Data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law – all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/ person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to this Contract's limitation of liability.

R21 Data Protection

R21.1 Data Ownership

The State will own all right, title and interest in its data that is related to the services provided by this contract. The Contractor and/or Subcontractor(s) shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

R21.2 Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in Section 20.17.

Protection of data and personal privacy (as further described and defined in section 20.17 shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

- R21.2.1 The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Sensitive Data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Sensitive Data and non-public data of similar kind.
- R21.2.2 All data collected or created in the performance of this contract shall become and remain property of the State.
- R21.2.3 All Sensitive Data shall be encrypted at rest and in transit with controlled access, including

back-up data. Unless otherwise stipulated, the Contractor is responsible for encryption of the Sensitive Data.

R21.2.4 Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this Contract.

R21.2.5 At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

R21.2.6 The Contractor shall not use any information collected in connection with the service issued under this Contract for any purpose other than fulfilling the service.

R22 Other Mandatory Items

R22.1 Data Location

The Contractor shall provide its services to the State and its end users solely from data centers in the United States (“U.S.”). Storage of State data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access State data remotely only as required to provide technical support. If requested by the State, the Contractor shall provide technical user support on a 24/7 basis.

R22.2 Import and Export of Data

The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from third parties.

R22.3 Encryption of Data at Rest

The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Sensitive Data, unless the State approves the storage of Sensitive Data on a Contractor portable device in order to accomplish Contract work.

R22.4 Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

HIPAA clauses do not apply to this Contract.

R22.5. Suspension of Work

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

R22.6. Nonvisual Accessibility Warranty

R22.6.1. The Contractor warrants that the Information Technology to be provided under the Contract.

- (a) provides equivalent access for effective use by both visual and non-visual means;
- (b) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use;
- (c) if intended for use in a network, can be integrated into networks for obtaining,

retrieving, and disseminating information used by individuals who are not blind or visually impaired; and

- (d) is available, whenever possible, without modification for compatibility with Software and hardware for non-visual access.

R22.6.2. The Contractor further warrants that the cost, if any, of modifying the Information Technology for compatibility with Software and hardware used for non-visual access does not increase the cost of the Information Technology by more than five percent. For purposes of this Contract, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use Information Technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

R22.7. Compliance with Laws/Arrearages

The Contractor hereby represents and warrants that:

- R22.7.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- R22.7.2. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- R22.7.3. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- R22.7.4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

R22.8 Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or bona fide agent working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or bona fide agent, any fee or other consideration contingent on the making of this Contract.

R22.9. Delays and Extensions of Time

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

R22.10. Financial Disclosure

The Contractor shall comply with the provisions of §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar

year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

R22.11 Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, Title 14, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall, file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31. Additional information is available on the State Board of Elections website:
http://www.elections.state.md.us/campaign_finance/index.html.

R22.12 Retention of Records

R22.12.1. The Contractor and Subcontractors shall retain and maintain all records and documents in any way relating to this Contract for three (3) years after final payment by the State under this Contract, or any applicable statute of limitations, prevailing federal or State law or regulation, or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. The Contractor shall, upon request by the Department, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance. All records related in any way to the Contract are to be retained for the entire time provided under this section.

R22.12.2. This provision shall survive expiration of this Contract.

R23. Right to Audit

R23.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's and/or Subcontractors' performance under this Contract. In this agreement, an audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to the adequacy and compliance with established procedures and internal controls over the services being performed for the State.

R23.2 Upon three (3) business days' notice, Contractor and/or Subcontractors shall provide the

State reasonable access during normal business hours to their records to verify conformance to the terms of this Contract. The State shall be permitted to conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting/audit firm, solely at the State’s election. The State shall have the right to copy, at its own expense, any record related to the services performed pursuant to this Contract.

R23.3 Contractor and/or Subcontractors shall cooperate with the State or the designated auditor and shall provide the necessary assistance for the State or the designated auditor to conduct the audit.

R23.4 The right to audit shall include subcontractors in which goods or services are subcontracted by Contractor and/or Subcontractors and that provide essential support to the services provided to the State under this Contract. Contractor and/or Subcontractors shall ensure the State has the right to audit with any lower tier subcontractor.

R24. Administrative Information

24.1. Procurement Officer and Contract Manager

The day-to-day work to be accomplished under this Contract shall be performed under the direction of the Contract Manager and, as appropriate, the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

24.2. Notices

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

If to the State:

David Woodard
300 West Preston, Baltimore, MD 21201
Phone Number: 410-767-8616
E-Mail: David.Woodard@Maryland.gov

With a copy to:

Courtney Kapral
Department of Information Technology (DoIT)
45 Calvert Street, Annapolis, MD 21401
Phone Number: 410-260-6170
E-Mail: Courtney.Kapral@maryland.gov

If to the Contractor:

Attn: _____

Parent Company Guarantor Contact:

Attn: _____

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

CONTRACTOR

STATE OF MARYLAND

Department of Information Technology (DoIT)

By:

By: Albert G. Bullock, Chief of Staff

Date

Or designee:

Date

Approved for form and legal sufficiency
this ____ day of _____, 20__.

Assistant Attorney General

APPROVED BY BPW: _____
(Date)

(BPW Item #)

Attachment B - **BID/PROPOSAL AFFIDAVIT****A. AUTHORITY**

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all quotes submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/Proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/Proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure act; and
- (ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure act; and
- (ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure act; and
- (ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14 above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any

public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

_____.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

_____.

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury,

the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES**I FURTHER AFFIRM THAT:**

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)**I FURTHER AFFIRM THAT:**

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/Proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of

the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

Attachment C - **CONTRACT AFFIDAVIT**

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID
Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID
Number: _____ Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13 221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Bid/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - The dangers of drug and alcohol abuse in the workplace;
 - The business's policy of maintaining a drug and alcohol free workplace;
 - Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

Abide by the terms of the statement; and

Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

Take appropriate personnel action against an employee, up to and including termination; or

Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 201____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

Attachment D - **MINORITY BUSINESS ENTERPRISE FORMS**

The Minority Business Enterprise (MBE) subcontractor participation goal for this solicitation is 25%.

**MBE ATTACHMENT D-1A: MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
& MBE PARTICIPATION SCHEDULE****INSTRUCTIONS****PLEASE READ BEFORE COMPLETING THIS DOCUMENT**

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the Bidder/Offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only entities certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at www.mdot.state.md.us to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in graduated status, such products/services **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, 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 forces toward 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, including the certification category under

which the MBE prime is self-performing 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) used to meet those goals or request a waiver. For example, for a construction contract that has a 27% MBE overall participation goal and subgoals of 7% for African American firms and 4% for Asian American firms, subject to Section 4 above and this Section 5, a certified African American MBE prime can self-perform (a) up to 13.5 % of the overall goal and (b) up to 7% of the African American subgoal. The remainder of the overall goal and subgoals would have to be met with other certified MBE firms or a waiver request.

For a services contract with a 30% percent MBE participation goal (overall) and subgoals of 7% for African-American firms, 4% for Asian American firms and 12% for women-owned firms, subject to Sections 4 above and this Section 5, a dually-certified Asian American/Woman MBE prime can self-perform (a) up to 15% of the overall goal and (b) up to four percent (4%) of the Asian American subgoal OR up to twelve percent (12%) of the women subgoal. Because it is dually-certified, the company can be designated as only ONE of the MBE classifications (Asian American or women) but can self-perform up to one hundred percent (100%) of the stated subgoal for the single classification it selects.

6. Subject to the restrictions stated in Section 5 above, when a certified MBE that performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own forces toward fulfilling the contract goal, and not more than one of the contract subgoals, if any. For example, if a MBE firm is a joint venture partner and the State determines that it is performing with its own forces 35 percent of the work in the contract, it can use this portion of the work towards fulfilling up to fifty percent (50%) of the overall goal and up to one hundred percent (100%) of one of the stated subgoals, if applicable.

7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via e-mail to mbe@mdot.state.md.us sufficiently prior to the submission due date.

9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule MUST at least equal the MBE participation goal and subgoals (if applicable) set forth in the solicitation. If a Bidder/Offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the Bidder/Offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) or the bid will be deemed not responsive, or the proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

Subgoals (if applicable)

- Total African American MBE Participation: _____%
- Total Asian American MBE Participation: _____%
- Total Hispanic American MBE Participation: _____%

Total Women-Owned MBE Participation: _____%

Overall Goal

Total MBE Participation (include all categories): 5%

**MBE ATTACHMENT D-1A: MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
& MBE PARTICIPATION SCHEDULE**

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be included with the bid/proposal for any solicitation with an MBE goal greater than 0%. If the Bidder/Offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. F50B6400027, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

_____ I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of 5% percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

- 0% percent for African American-owned MBE firms
- 0% percent for Hispanic American-owned MBE firms
- 0% percent for Asian American-owned MBE firms
- 0% percent for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11.

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

OR

_____ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 Working days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit the completed Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all required waiver documentation in accordance with COMAR 21.11.03.

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Outreach Efforts Compliance Statement (Attachment D-2);
- (b) MBE Subcontractor Project Participation Statement (Attachment D-3);

(c) Any other documentation, including waiver documentation if applicable, required by the Procurement Officer to ascertain Bidder or Offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

4. MBE Participation Schedule

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below are performing work activities for which they are MDOT certified.

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____% Description of the Work to be performed with MBE prime's own forces: _____ _____
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SECTION B: For all Contractors (including MBE Primes in a Joint Venture)

MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____% Description of the Work to be Performed: _____ _____ _____
MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____% Description of the Work to be Performed: _____ _____ _____
MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____% Description of the Work to be Performed: _____ _____ _____
MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____% Description of the Work to be Performed: _____ _____ _____

CONTINUE ON SEPARATE PAGE IF NEEDED

I solemnly affirm under the penalties of perjury that I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule and that the information included in the Schedule is true to the best of my knowledge, information and belief.

 Bidder/Offeror Name
 (PLEASE PRINT OR TYPE)

 Signature of Authorized Representative

 Address

 Printed Name and Title

 City, State and Zip Code

 Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

MBE ATTACHMENT D-1B WAIVER GUIDANCE**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS**

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the Bidder/Offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts – The “Good Faith Efforts” requirement means that when requesting a waiver, the Bidder/Offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a Bidder/Offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Offeror has made. The efforts employed by the Bidder/Offeror should be those that one could reasonably expect a Bidder/Offeror to take if the Bidder/Offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the Bidder's/Offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the Bidder/Offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the Bidder/Offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the Bidder/Offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the Bidder/Offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

II. Types of Actions Agency will Consider

The Bidder/Offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the Bidder's/Offeror's Good Faith Efforts when the Bidder/Offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid Items as Work for MBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Bidder/Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Bidders/Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, Bidders/Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Bidder/Offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Bidder/Offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/Offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, Bidders/Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the Bidder/Offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Bidder/Offeror should:
 - (a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;
 - (b) send the written solicitation by first-class mail or e-mail using contact information in the MBE Directory, unless the Bidder/Offeror has a valid basis for using different contact information; and
 - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the Bidder/Offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Bidder/Offeror must make the information available in a manner that is accessible to the interested MBE.
4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
 - (a) by telephone using the contact information in the MBE Directory, unless the Bidder/Offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
 - (a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

- (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. A Bidder/Offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
 3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a Bidder's/Offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
 - (a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Bidder/Offeror;
 - (b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Bidder/Offeror;
 - (c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;
 - (d) the number of MBE firms that the Bidder/Offeror solicited for that portion of the work;
 - (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (f) the number of quotes received by the Bidder/Offeror for that portion of the work.
 4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
 5. The Bidder/Offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.
 6. The "average of the other subcontractors' quotes received" by the Bidder/Offeror refers to the average of the quotes received from all subcontractors. Bidder/Offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.
 7. A Bidder/Offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Bidder/Offeror concludes is not acceptable, the Bidder/Offeror must provide a written detailed statement listing the reasons for this conclusion. The Bidder/Offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
 - (a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
 - (b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the Bidder/Offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the Bidder/Offeror; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a Bidder/Offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other Bidders/Offerors in meeting the contract. For example, when the apparent successful Bidder/Offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful Bidder/Offeror could have met the goal. If the apparent successful Bidder/Offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Bidders/Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Bidder/Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a Bidder/Offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment D-1C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the Bidder's/Offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement – Attachment D-2).**
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
 - (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) **(Complete Good Faith Efforts Attachment D-1C- Part 2, and submit letters, fax cover sheets, e-mails, etc. documenting solicitations);** and

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment D-1C, Part 3)

1. For each MBE Firm that the Bidder/Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Bidder's/Offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the Bidder/Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Bidder's/Offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work.

(Include copies of all quotes received.)

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the Bidder/Offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the Bidder's/Offeror's Good Faith Efforts.

2. Submit any other documentation the Bidder/Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of Minority firm)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____
in _____ County by _____
(Name of Prime Contractor's Firm)

2. _____ (Minority Firm), is either unavailable for
the work/service or unable to prepare a bid for this project for the following reason(s):

Signature of Minority Firm's MBE Representative Title Date

MDOT Certification # Telephone #

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority
firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either
unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a
request for a price proposal and has not completed the above portion of this submittal.

Signature of Prime Contractor Title Date

MBE ATTACHMENT D-1C

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

Parts 1, 2, and 3 must be included with this certificate along with all documents supporting your waiver request.

I affirm that I have reviewed Attachment D-1B, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this Attachment D-1C Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 1 – Identified items of work Bidder/Offeror made available to MBE firms

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

Identify those items of work that the Bidder/Offeror made available to MBE Firms. This includes, where appropriate, those items the Bidder/Offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Bidder’s/Offeror’s responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the Bidder/Offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the Bidder/Offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does Bidder/Offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 2 – identified MBE firms and record of solicitations

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the Bidder/Offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the Bidder/Offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the Bidder/Offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment D-1B). If the Bidder/Offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 3 – additional information regarding rejected MBE quotes

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

This form must be completed if Part 1 indicates that a MBE quote was rejected because the Bidder/Offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from bid)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Please check if Additional Sheets are attached.

MBE ATTACHMENT D- 2

OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid/proposal submitted in response to Solicitation No. _____, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories: _____

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms: _____

4. Please Check One:

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS): _____

5. Please Check One:

- Bidder/Offeror did attend the pre-bid/pre-proposal conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MBE Attachment D-3A

MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

Please complete and submit one form for each certified MBE firm listed on the MBE Participation schedule (Attachment D-1A) within 10 Working Days of notification of apparent award. If the Bidder/Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that the Bidder/Offeror is not responsible and therefore not eligible for Contract award.

Provided that _____ (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. F50B6400027, such Prime Contractor intends to enter into a subcontract with _____ (Subcontractor’s Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least \$_____ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;
- (3) fail to use the certified Minority Business Enterprise in the performance of the Contract; or
- (4) pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

<p>PRIME CONTRACTOR Signature of Representative: _____</p> <p>Printed Name and Title: _____</p> <p>Firm's Name: _____</p> <p>Federal Identification Number: _____</p> <p>Address: _____ _____</p> <p>Telephone: _____</p> <p>Date: _____</p>	<p>SUBCONTRACTOR Signature of Representative: _____</p> <p>Printed Name and Title: _____</p> <p>Firm's Name: _____</p> <p>Federal Identification Number: _____</p> <p>Address: _____ _____</p> <p>Telephone: _____</p> <p>Date: _____</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

MBE Attachment D-3B

MBE PRIME PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT D-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. F50B6400027, such MBE Prime Contractor intends to perform with its own forces at least \$_____ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) For Construction Projects, General Conditions must be listed separately.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

--	--	--	--

<p>MBE PRIME CONTRACTOR</p> <p>Signature of Representative: _____</p> <p>Printed Name and Title: _____</p> <p>Firm's Name: _____</p> <p>Federal Identification Number: _____</p> <p>Address: _____ _____</p> <p>Telephone: _____</p> <p>Date:</p>

This form must be completed monthly by the prime contractor.

MBE ATTACHMENT D-4A MBE Prime Contractor Paid/Unpaid MBE Invoice Report

**Department of Information Technology
Minority Business Enterprise Participation**

Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX: E-mail:		
MBE Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named		List dates and amounts of any outstanding	

above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Invoice#</th> <th style="width: 65%;">Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Paid:</td> </tr> <tr> <td colspan="3">\$ _____</td> </tr> </tbody> </table>		Invoice#	Amount	1.			2.			3.			4.			Total Dollars Paid:			\$ _____			invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Invoice #</th> <th style="width: 65%;">Amount</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Unpaid:</td> </tr> <tr> <td colspan="3">\$ _____</td> </tr> </tbody> </table>		Invoice #	Amount	1.			2.			3.			4.			Total Dollars Unpaid:			\$ _____		
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Total Dollars Unpaid:																																											
\$ _____																																											

****If more than one MBE subcontractor is used for this contract, you must use separate D-4A forms. Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment D-4B. **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

_____	Contract Manager
_____	Contracting Unit
(Department)	
_____	mailto:

Signature: _____ Date: _____

(Required)

This form must be completed monthly by MBE subcontractor

Sample MBE D-5 Subcontractor Paid/Unpaid MBE Invoice Report

Minority Business Enterprise Participation

Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	E-mail:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		

List all payments received from Prime Contractor during reporting period indicated above. <table> <thead> <tr> <th>Invoice Amount</th> <th>Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr><td>4.</td><td></td></tr> </tbody> </table> Total Dollars Paid: \$_____	Invoice Amount	Date	1.		2.		3.		4.		List dates and amounts of any unpaid invoices over 30 days old. <table> <thead> <tr> <th>Invoice Amount</th> <th>Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr><td>4.</td><td></td></tr> </tbody> </table> Total Dollars Unpaid: \$_____	Invoice Amount	Date	1.		2.		3.		4.	
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Invoice Amount	Date																				
1.																					
2.																					
3.																					
4.																					

Prime Contractor:	Contact Person:
-------------------	-----------------

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

_____ Contract Manager
_____ Contracting Unit
(Department)
_____ mailto:

Signature: _____ Date: _____
(Required)

This form must be completed monthly by MBE subcontractor

MBE D-5 Subcontractor Paid/Unpaid MBE Invoice Report

**Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____	Contract # _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amount: _____
	Project Begin Date: _____
	Project End Date: _____
	Services Provided: _____

MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____	E-mail: _____	
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice Amount Date
1. _____	_____	1. _____
2. _____	_____	2. _____
3. _____	_____	3. _____
4. _____	_____	4. _____
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor: _____		Contact Person: _____
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):		
_____ Contract Manager		
_____ Contracting Unit		
(Department) _____		
_____ mailto: _____		

Signature: _____ Date: _____
(Required)

Attachment E - **PRE-PROPOSAL CONFERENCE RESPONSE FORM**

Solicitation Number F50B6400027

CCU Contact Center Solution

A Pre-proposal conference will be held at 9:00am on Thursday, March 17, 2016, at the Auditorium located inside the State of Maryland Building, 300 West Preston Street, Baltimore, MD, 21201. Please return this form by Friday, March 11th, advising whether or not you plan to attend.

Return this form to the Procurement Officer via e-mail:

Courtney Kapral

DoIT

45 Calvert Street, Annapolis, MD 21401

E-mail: Courtney.Kapral@maryland.gov

Please indicate:

____ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 1.7 “Pre-proposal conference”):

Signature

Title

Name of Firm (please print)

DIRECTIONS TO THE PRE-PROPOSAL CONFERENCE**From the North or South on I-95**

Take the exit for Route I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using the Martin Luther King, Jr. Blvd. off-ramp. Go approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. Continue on Preston Street for ½ block. The entrance to the pay parking lot is on the left.

From the North on I-83

Follow I-83 to the North Avenue exit. Make a left onto North Avenue. Immediately after crossing the bridge, make a right onto Howard Street. Proceed on Howard Street, crossing another bridge, for about ½ mile and make a right on Preston Street (Maryland National Guard Armory on corner). Pay parking is just past the armory on the right.

From the West on I-70

Take I-70 East to I-695 South toward Glen Burnie. Follow I-695 to I-95 North and take I-95 to the exit for I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using the Martin Luther King, Jr. Blvd. off-ramp. Go approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. Continue on Preston Street for ½ block. The entrance to the pay parking lot is on the left.

From Annapolis and Vicinity on I-97

Follow I-97 North toward Baltimore. Exit at I-695 West toward Towson. Take I-695 to I-95 North. From I-95, take the exit for I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using the Martin Luther King, Jr. Blvd. off-ramp. Go approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. Continue on Preston Street for ½ block. The entrance to the pay parking lot is on the left.

Attachment F - **FINANCIAL PROPOSAL**

Refer to RFP_CCU_Contact_Center_Solution_Attachment_F_Price_Sheet.xlsx

Attachment G - **LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS**

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan

area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

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

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

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

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

ATTACHMENT G-1 Maryland Living Wage Requirements Affidavit of Agreement

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract Is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons (check all that apply):

___ Bidder/Offeror is a nonprofit organization

___ Bidder/Offeror is a public service company

___ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000

___ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract Is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____(initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

___ The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract

___ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or

___ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date

(submit with Bid/Proposal)

Attachment H - FEDERAL FUNDS ATTACHMENT

This solicitation does not include a Federal Funds Attachment.

Attachment I - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

(submit with Bid/Proposal)

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder/Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid/Proposal is made.

C. The Bidder/Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder/Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____

(Authorized Representative and Affiant)

Attachment J - **NON-DISCLOSURE AGREEMENT (CONTRACTOR)**

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through (Department of Information Technology) (the “Department”), and _____ (the “Contractor”).

RECITALS

WHEREAS, the Contractor has been awarded a contract (the “Contract”) following the solicitation for CCU Contact Center Solution Solicitation # F50B6400027; and

WHEREAS, in order for the Contractor to perform the work required under the Contract, it will be necessary for the State at times to provide the Contractor and the Contractor’s employees, agents, and subcontractors (collectively the “Contractor’s Personnel”) with access to certain information the State deems confidential information (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the solicitation and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301) and protected health information (PHI) that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.
2. Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the Contract. Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as ATTACHMENT J-1. Contractor shall update ATTACHMENT J-1 by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from

falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. Contractor shall, at its own expense, return to the Department all Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Contract.
7. A breach of this Agreement by the Contractor or by the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.
8. Contractor acknowledges that any failure by the Contractor or the Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
9. Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
 - f. The Recitals are not merely prefatory but are an integral part hereof; and
 - g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

Contractor: _____

DoIT

By: _____ (SEAL)

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NON-DISCLOSURE AGREEMENT – ATTACHMENT J-2

CERTIFICATION TO ACCOMPANY RETURN OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and

_____ (“Contractor”) dated _____, 20____ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, HAVING MADE DUE INQUIRY.

DATE: _____

NAME OF CONTRACTOR: _____

BY: _____

(Signature)

TITLE: _____

(Authorized Representative and Affiant)

Attachment K - **HIPAA BUSINESS ASSOCIATE AGREEMENT**

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment L - MERCURY AFFIDAVIT

MERCURY AFFIDAVIT
(submit with Bid/Proposal)

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

I, _____ (name of affiant) am the
_____ (title) and the duly authorized
representative of _____
(name of the business). I possess the legal authority to make this affidavit on behalf of myself and the
business for which I am acting.

MERCURY CONTENT INFORMATION:

[] The product(s) offered do not contain mercury.

OR

[] The product(s) offered do contain mercury.

In an attachment to this Mercury Affidavit:

- (1) Describe the product or product component that contains mercury.
(2) Provide the amount of mercury that is contained in the product or product
component. Indicate the unit of measure being used.

I ACKNOWLEDGE THAT this affidavit is to be furnished to the procurement officer and may be
distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of
Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is
subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and
that nothing in this affidavit or any contract resulting from the submission of this Bid/Proposal shall be
construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the
State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the
Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of
the obligations, terms and covenants undertaken by the above business with respect to (1) this
affidavit, (2) the contract, and (3) other affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY
THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST
OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By: _____
Date Signature

Print Name: _____
Authorized Representative and Affiant

Attachment M - **VETERAN-OWNED SMALL BUSINESS ENTERPRISE**

The Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this solicitation is 0%.

Attachment N - LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

(submit with Bid/Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Bid/Proposal submitted in response to Solicitation No. _____, the following disclosures are hereby made:

- 1. At the time of Bid/Proposal submission, the Bidder/Offeror and/or its proposed subcontractors:
 - ___ have plans
 - ___ have no plans

to perform any services required under the resulting Contract outside of the United States.

- 2. If services required under the contract are anticipated to be performed outside the United States by either the Bidder/Offeror or its proposed subcontractors, the Bidder/Offeror shall answer the following (attach additional pages if necessary):

- a. Location(s) services will be performed:

- b. Reasons why it is necessary or advantageous to perform services outside the United States:

The undersigned, being an authorized representative of the Bidder/Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____

Bidder/Offeror Name: _____

By: _____

Name: _____

Title: _____

Please be advised that the Department may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

Attachment O - **DHR HIRING AGREEMENT**

This solicitation does not require a DHR Hiring Agreement.

Attachment P - **NON-DISCLOSURE AGREEMENT (OFFEROR)**

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 20___, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a Technical Proposal in response to RFP # F50B6400027 for CCU Contact Center Solution. In order for the OFFEROR to submit a Technical Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to the Debt Manager Dialer Integration and Standard Dialer ETL Guide issued by FICO - Fair Isaac Corporation. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its Technical Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Courtney Kapral, DoIT on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS INSTRUCTED IN RFP

Attachment Q - **LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

This solicitation does not require a Labor Classification Personnel Resume Summary.

Attachment R - **AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM**

Agency Name: Department of Information Technology

RFP Title: CCU Contact Center Solution

Contract Manager: David Woodard, (410)767-8616

To: Contractor Name

The following deliverable, as required by Project Number (RFP #): F50B6400027 has been received and reviewed in accordance with the RFP.

Title of deliverable: _____

RFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

Contract Manager Signature

Date Signed

Attachment S - **SAMPLE WORK ORDER**

WORK ORDER	Work Order #	Contract #		
This Work Order is issued under the provisions of the Contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the Work Order.				
Purpose				
Statement of Work				
<u>Requirements:</u>				
<u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>				
Deliverables are subject to review and approval by DoIT prior to payment. <i>(Attach additional sheets if necessary)</i>				
Start Date		End Date		
Cost				
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.		DoIT shall pay an amount not to exceed		\$

Contractor		Agency Approval	
(Signature) Contractor Authorized Representative (Date)		(Signature) Contract Manager (Date)	
POC	(Print Name)	Contract Manager	(Print Name)
Telephone No.		Telephone No.	
E-mail:		E-mail:	

Attachment T - PROPOSAL/BID BOND

A proposal / bid bond is not required for this solicitation.

Attachment U - **LABOR CATEGORIES**

Labor Category List

A) Business Process Consultant (Senior) 185

B) Computer Systems Programmer 186

C) Computer Systems Programmer (Senior) 186

D) Information Technology Architect (Senior)..... 186

E) Network Engineer (Senior) 187

F) Office Automation Specialist 187

G) Program Administration, Specialist 188

H) Program Manager 188

I) Systems Administrator 189

J) Systems Analyst (Senior)..... 189

K) Systems Engineer 190

L) Systems Engineer (Senior)..... 190

M) Subject Matter Expert 190

N) Subject Matter Expert (Senior) 191

O) Telecommunications Consultant (Senior)..... 191

P) Telecommunications Engineer 192

Q) Telecommunications Specialist (Senior)..... 192

R) Telecommunications Systems Analyst 192

S) Testing Specialist 193

T) Training Specialist/Instructor 193

A) Business Process Consultant (Senior)

Position Description: The Business Process Consultant (Senior) develops business requirements and business processes re-engineering methodologies. This individual shall solve application and process related problems by creating detail process and system design specifications; and works with other areas across the business units to support a total solution approach. The Business Process Consultant (Senior) is responsible for performing the following tasks:

- A. Communicating business requirements for reports and applications development
- B. Facilitating collaboration within and across business units and across IT functions
- C. Resolving problems and improving business units’ technical environments

Education: This position requires a Bachelor’s degree from an accredited college or university in Business, Human Resources Management or a related field. (Note: An MBA or MPA is preferred.)

General Experience: The proposed candidate must have at least eight (8) years of experience in business process re-engineering.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in re-engineering large scale business processes.

B) Computer Systems Programmer

Position Description: The Computer Systems Programmer creates and/or maintains operating systems, communications software, database packages, compilers, repositories, and utility and assembler programs. This individual shall modify existing software, and develop special-purpose software to ensure efficiency and integrity between systems and applications.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least five (5) years of computer experience in information systems design.

Specialized Experience: The proposed candidate must have at least three (3) years of experience in IT systems analysis and programming.

C) Computer Systems Programmer (Senior)

Position Description: The Computer Systems Programmer (Senior) creates and/or maintains operating systems, communications software, database packages, compilers, repositories, and utility and assembler programs. This position is responsible for modifying existing software and develop special-purpose software to ensure efficiency and integrity between systems and applications.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. Three (3) years of equivalent experience in a related field may be substituted for the Bachelor's degree. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have twelve (12) years of computer experience in information systems design.

Specialized Experience: The proposed candidate must have at least ten (10) years of experience in IT systems analysis and programming.

D) Information Technology Architect (Senior)

Duties: Provides expertise in the most current principles and practices of architecture data management systems and experience in large system designs, and with data modeling in the information management arena. Provides expertise in modeling and organizing information to facilitate support of projects or information architectures. Provides guidance on how and what to data and process model. Primarily deals with transition planning from legacy to modern systems by concentrating on information flows, data exchange, and data translation standardization services.

Education: Bachelor's Degree from an accredited college or university with a major in Engineering, Computer Science, Mathematics or a related field. Master's degree preferred.

General Experience: At least ten (10) years experience planning, designing, building, and implementing IT systems.

Specialized Experience: At least five (5) years of the required 10 years of experience must be in the direct supervision and management of major projects that involve providing professional support services and/or the integration, implementation and transition of large complex system and subsystem architectures. Must have led, or been chief architect, in major IT implementation efforts. Must demonstrate a broad understanding of client IT environmental issues and solutions and be a recognized expert within the IT industry. Must demonstrate advanced abilities to team and mentor and possess demonstrated excellence in written and verbal communication skills.

E) Network Engineer (Senior)

Position Description: The Network Engineer is responsible for the design and implementation of large data communications or telecommunications networks. This individual is also responsible for the design and implementation of LANs/WANs using hub switching and router technology. In addition, the Network Engineer is responsible for performing the following tasks:

- A. Planning and monitoring the installation of communications circuits
- B. Managing and monitoring local area networks and associated equipment (e.g., bridges, routers, modem pools, and gateways)
- C. Conducting short and long-term plans to meet communications requirements
- D. Performing hardware/software analyses to provide comparative data of performance characteristics and suitability within the existing systems environment
- E. Preparing tradeoff studies and evaluations for vendor equipment
- F. Generating network monitoring/performance report, for LAN/WAN utilization studies
- G. Recommending network design changes/enhancements for improved system availability and performance

Education: This position requires a Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering or a related scientific or technical discipline. If applicable, the candidate must be certified as network engineer for the specific network operating system as defined in by the State. The certification criteria are determined by the network operating system vendor.

General Experience: The proposed candidate must have at least nine (9) years of experience in a computer-related field.

Specialized Experience: The proposed candidate must have at least seven (7) years of progressive experience in planning, designing, implementation, and analyzing data or telecommunications networks. This individual must have experience with network analysis/management tools and techniques, and be familiar with Personal Computers (PCs) in a client/server environment. This individual must also be familiar with IT technology and long distance and local carrier management.

F) Office Automation Specialist

Position Description: The Office Automation Specialist performs specialized data entry work, operating specialized data entry equipment in a high production and closely monitored work environment. This position is responsible for key entering data from a variety of source documents with specific standards maintained for speed and accuracy.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. Three (3) years of equivalent experience in a related field may be substituted for the Bachelor's degree.

General Experience: The proposed candidate must have a minimum of five (5) years of experience data entry work and equipment.

Specialized Experience: The proposed candidate must have a minimum of three (3) years of specialized experience in the operation of specialized data entry equipment.

G) Program Administration, Specialist

Position Description: The Program Administration Specialist assists in the preparation of management plans and various customer reports. This position coordinates schedules to facilitate the completion of TO and change proposals, Contract deliverables, TO reviews, briefings and presentations. Performs analysis, development, and review of program administrative operating plans and procedures.

Education: This position requires a High school diploma or equivalent. (Note: A Bachelor's degree is preferred.)

General Experience: This position requires at least three (3) years of experience working with project management tools and reporting systems. Familiar with government contracts, work breakdown structures, management/business plans, and program reporting.

Specialized Experience: The proposed candidate must have at least two (2) years of direct program experience in Contract administration and preparing management reports. The proposed candidate must have worked in support of a Program Manager on a government Contract.

H) Program Manager

Position Description: The Program Manager serves as the single point of contact for the State regarding day-to-day IT project operations. The position shall oversee and direct all resources provided under this RFP. His/her responsibilities shall include overall project governance, communications with executives, planning, budgeting, execution, monitoring, control, quality assurance and implementing course corrections as needed. The Program Manager is responsible for performing the following:

- A. Managing day-to-day project activities
- B. Identifying issues and risks and recommending possible issue and risk mitigation strategies
- C. Facilitating State agency and Master Contractor discussions / meetings
- D. Ensuring that performance is within scope, consistent with requirements, and delivered on time and within budget
- E. Identifying critical paths, tasks, dates, testing, and acceptance criteria
- F. Ensuring the application of State SDLC standards.
- G. Providing solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels)
- H. Monitoring issues and providing resolutions for up-to-date status reports

I. Documenting and delivering project management related artifacts

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

General Experience: The proposed candidate must have at least ten (10) years of experience in project management.

Specialized Experience: The proposed candidate must demonstrate at least eight (8) years of experience managing complex IT development projects, similar to that described in the Statement of Work. This individual must also have experience in a leadership role for at least three (3) successful projects with an organizational change management component that involve working with stakeholder groups across the organization. The candidate must possess at least five (5) years of experience using PMI's Project Management Body of Knowledge (PMBOK) methodologies and artifacts.

I) Systems Administrator

Position Description: The Systems Administrator monitors and coordinates all data system operations including security procedures and liaison with end users. This individual is responsible for performing the following tasks:

- A. Ensuring that necessary system backups are performed, and storage and rotation of backups are accomplished
- B. Monitoring and maintaining records of system performance and capacity to arrange vendor services, or other actions for reconfiguration, and anticipating requirements for system expansion
- C. Assisting managers to monitor and comply with State data security requirements
- D. Coordinating software development, user training, network management and minor installation and repair of equipment

Education: This position requires an Associate's degree from an accredited college or university in Computer Science, Information Systems, Business or a related technical discipline. A Bachelor's degree in one of the above disciplines is equal to one (1) year of specialized and two (2) years of general experience. An additional year of specialized experience may be substituted for the required education.

General Experience: The proposed candidate must have at least two (2) years of experience in a computer-related field.

Specialized Experience: The proposed candidate must have at least one (1) year of experience administering multi user, shared processor systems and data communications networks.

J) Systems Analyst (Senior)

Position Description: The Systems Analyst (Senior) serves as a computer systems expert on assignments that typically involve establishing automated systems with concern to overall life cycle structure. The position shall conduct feasibility studies from design, implementation and post-implementation evaluation from a number of possible approaches. Design criteria must be established to accommodate changes in legislation, mission, or functional program requirements.

Education: This position requires a Bachelor's degree from an accredited college or university in Computer Science, Systems Analysis, Information Systems or a related field. (Note: A Master's degree in a related field of information technology is preferred.)

General Experience: The proposed candidate must have at least eight (8) years of experience in information technology systems analysis.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in the design of business applications on complex IT systems. This position requires a broad knowledge of data sources, data flow, system interactions, advanced computer equipment and software applications, and advanced systems design techniques to develop solutions to unyielding complex problems and to advise officials on systems design and IT forecasts.

K) Systems Engineer

Position Description: The Systems Engineer shall be responsible for analyzing information requirements. This individual will evaluate system problems of workflow, organization, and planning. This individual shall also develop appropriate corrective action.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least three (3) years of experience in systems engineering.

Specialized Experience: The proposed candidate must have at least one (1) year of experience in demonstrated use of interactive, interpretative systems with on-line, real-time acquisition capabilities.

L) Systems Engineer (Senior)

Position Description: The Senior Systems Engineer must be able to analyze information requirements, evaluate problems in workflow, organization, and planning. The individual in this role develops appropriate corrective action and provides daily supervision and direction to staff.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least six (6) years of experience in systems engineering.

Specialized Experience: The proposed candidate must have at least three (3) years of experience in the supervision of system engineers, and demonstrated use of interactive, interpretative systems with on-line, real-time acquisition capabilities.

M) Subject Matter Expert

Position Description: The Subject Matter Expert defines the problems and analyzes and develops plans and requirements in the subject matter area for moderately complex-to-complex systems. This position performs the following tasks: Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation of programs and systems

specifications including, but not limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least seven (7) years of experience in the IT field.

Specialized Experience: The proposed candidate must have at least five (5) years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

N) Subject Matter Expert (Senior)

Position Description: The Subject Matter Expert (Senior) defines requirements, performs analyses, and develops plans and requirements for systems. The area of expertise may be related to a specific discipline required by the State agency including, but not limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment. Requires expertise in the formulation of specifications and in the execution of technical initiatives in vertical areas.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in the specific discipline required by the State. (Note: A Master's degree or Ph. D. degree is preferred.)

General Experience: The proposed candidate must have at least twelve (12) years of relevant industry experience in the discipline is required.

Specialized Experience: The proposed candidate must have at least ten (10) years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

O) Telecommunications Consultant (Senior)

Duties: Identifies problems and recommends solutions for telecommunications organizations. Performs process and data modeling in support of the planning and analyses for using automated tools. Evaluates controls and makes recommendations. Provides planning, analyses, strategic planning, design, development, implementation and post-implementation for telecommunications projects.

Education: Bachelor's Degree from an accredited college or university with a major in Telecommunications, Computer Science, Information Systems, Engineering or a related field. Master's degree preferred.

General Experience: At least ten (10) years telecommunications experience.

Specialized Experience: At least seven (7) years experience as a consultant or engineer in the telecommunications field in the private or public sector.

P) Telecommunications Engineer

Duties: Responsible for engineering and/or analytical tasks and activities associated with technical areas within the telecom function (e.g., network design, engineering, implementation, diagnostics or operations/user support). Performs complex tasks relating to network monitoring, operations, installation, and/or maintenance for local, off-site, and/or remote locations.

The scope of responsibility for this position includes, but is not limited to, the configuration, deployment, testing, maintenance, monitoring, and trouble-shooting of network components to provide a secure, high performance network. Duties also entail quality assurance and testing of transmission mediums and infrastructure components.

Education: Bachelor's Degree in Computer Science, Information Systems, or other related field or equivalent work experience.

General Experience: Three (3) to five (5) years of IT work experience.

Specialized Experience: Has worked independently or as a part of a team under general supervision and coached more junior technical staff.

Q) Telecommunications Specialist (Senior)

Duties: Must be able to implement voice processing systems and analyze problems related to traffic and voice call flow. Must be able to analyze local exchange carrier phone bills. Must be able to implement voice processing systems and evaluate their ability to support specific requirements and interface with other equipment and systems; determines potential and actual bottlenecks and proposes recommendations for their elimination; and makes recommendations for system improvements that will result in optimal hardware and software use.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have 8 years of telecommunications experience.

Specialized Experience: At least 5 years of experience with the specific equipment being proposed.

R) Telecommunications Systems Analyst

Duties: Must be capable of planning, analysis, design, development, and maintenance of operations support systems used by telecommunications organizations. Must be capable of performing business systems planning, information planning, and analysis in support of telecommunications support functions, including billing, trouble ticket management, service order entry, and/or configuration management. Performs process and data modeling in support of the planning and analysis efforts using both manual and automated tools. Provides technical guidance in software engineering techniques and automated support tools.

Education: A Bachelor's Degree from an accredited college or university with a major in Telecommunications, Computer Science, Information Systems, Engineering, Business, or other

related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have five (5) years of experience in engineering, systems analysis, design and programming.

Specialized Experience: At least two (2) years of experience in functional and data requirement analysis, systems analysis and design, programming, program design of billing, trouble ticket management, service order entry, and/or configuration management systems supporting operations of large telecommunications support organizations.

S) Testing Specialist

Position Description: The Testing Specialist shall design and execute IT software tests, and evaluate results to ensure compliance with applicable regulations. This individual prepares test scripts and all required test documentation, and must be able to design and prepare all needed test data. The Testing Specialist analyzes internal security within systems, reviews test results, and evaluates for conformance to design.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least four (4) years of experience in computer software development.

Specialized Experience: The proposed candidate must have at least two (2) years of software testing experience (integration and acceptance).

T) Training Specialist/Instructor

Position Description: The Training Specialist/Instructor conducts the research necessary to develop and revise training courses, and prepares appropriate training catalogs. This individual shall prepare all instructor materials (course outline, background material, and training aids) and student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). This individual is responsible for training personnel by conducting formal classroom courses, workshops, and seminars.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in Education/Training in the areas of computer science, information systems, engineering, business, or a related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least four (3) years of experience in information systems development, training, or related fields.

Specialized Experience: The proposed candidate must have at least two (2) years of experience in developing and providing IT and end user training on computer hardware and application software.

Attachment V - MONTHLY STATUS REPORT

Refer to RFP_CCU_Contact_Center_Solution_Attachment_V_Monthly_Status_Report.pptx

Attachment W - **REQUIREMENTS**

Refer to RFP_CCU_Contact_Center_Solution_Attachment_W_Requirements.xlsx

Attachment X - **CCU DRAFT IVR SCRIPT**

MAIN GREETING / Intro Script of Voicemail

Notes: There should be a selection to repeat any options or repeat any information. Talking to a live person should be a last resort and a Debtor should be encouraged to use the automated options.

You have reached the Central Collection Unit for the State of Maryland.

- To obtain Debtor information **Press or Say “1” now.**
- To obtain payment options **Press or Say “2” now.**
- To obtain general information such as address and hours of operation **Press or Say “3” now.**
- For all other inquiries or to speak with an operator during normal business hours **Press or Say “0”.**

MENU OPTIONS

OPTION 1	See IVR Script
OPTION 2	<p>If you are mailing a payment, please mail your payment to Central Collection Unit P.O. Box 17277 Baltimore MD 21203-7277.</p> <p>To pay by phone, please <i>Press or Say “1” now</i> or hang up and dial 1-866-272-1548</p> <p>To pay via the Debtor portal, go to https://www.paybill.com/payccu/</p>
OPTION 3	<p>To send us an e-mail, please direct to askccu@dbm.state.md.us</p> <p>To view our webpage and location information, go to http://dbm.maryland.gov/ccu/Pages/ccuHome.aspx</p> <p>You may visit the Central Collection Payment Center at 300 W. Preston Street Baltimore MD 21201. Our normal hours of operation are Monday – Friday 8:30 AM – 5:00 PM, with the exception of State holidays.</p>
OPTION 0	Connects to an Agent

Menu Option 1 / IVR Script

Welcome to Central Collection Unit Debt Collection Information System.

If, the system matches the Caller Identification (Caller ID) against DM a second set of authentication will be requested that could include Debtor Number, SSN, or any other validation identified by the State.

To continue, you must have your CCU Debtor Number or your Social Security Number. Your Debtor Number is located on your notice.

You have entered [System restates the entered Debtor and SSN Number], if this is correct press 1, if incorrect press 2. [If 2 is pressed, the Caller can correct the input rather than go back to the main prompt].

*If, the Caller enters a valid Debtor Number and there was no match on the Caller ID, **then** a second set of authentication will be requested that could include Date of Birth, Zip Code, last four digits of the SSN, or any other validation identified by the State.*

*If, the Caller enters a valid Social Security Number and there was no match on the Caller ID, **then** a second set of authentication will be requested that could include Date of Birth, Zip Code, or any other validation identified by the State.*

In the special condition that the Caller enters their SSN into the IVR and there is no match (on the SSN) and the Caller does confirm a Debtor Account match with other personal identifiable information (later in the call using another search), the IVR system should capture the Caller provided SSN and update DM.

Please confirm that SSN _____ should be associated with this Debtor. Press 1 to confirm.

If, there is no Debtor Account validation match, the IVR should say:

Your Debtor Number [or SSN] could not be found, please hold while you are transferred to an Agent.

[Before we send them to a collector, the system should have asked their name, DOB, address or any other combination of identifying information first.]

If, there is a validation match, then the IVR should provide Debtor Account information.

If, the condition exists that the Debtor has multiple Debtor Accounts,

Our records indicate that you have _____ Accounts at the CCU for collection.

Then state each Debtor Account in detail.

Account Number _____ was referred to CCU from _____ [Creditor] the current balance is \$_____. The last payment was received on _____ (Date Received) in the amount of \$_____. (If there has been no payment on this Account received state NO Payment has been received on this Debtor Account).

If, a Debtor Account has been certified for tax intercept:

Your account has been certified for a state tax interception in the amount of \$_____ for the tax year _____.

If, a Debtor Account has had taxes intercepted:

We have intercepted your state taxes for year _____ in the amount of \$_____.

If, a Debtor Account has Legal Action pending:

Your account has legal action pending, please hold to speak to a representative in our Legal department.

If, a Debtor Account has a Legal Judgment:

Your account has a Legal Judgment. Your Debtor Account Balance was \$_____. Your Judgment Balance is \$_____. Please hold to speak to a representative in our Legal department.

The prompt should then ask:

*If you would like to make a payment using an automated service, please **Press or Say “1” now** (either take the Debtor to option 2 above or directly forward the call to our Payment Processor service).*

If, the Debtor does not want to make a payment, then transfer the Caller to an Agent.

To speak to an operator:

If you would like to speak to an operator between 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday. Please press “0” now and you will be transferred to the next available Agent to assist your call.