

**Request for Proposals  
Central Collections Unit (CCU)  
Debt Collection Information System (DCIS)  
PROJECT NO. F50B2400052**



**Issue Date: June 7, 2012**

**NOTICE**

Prospective Offerors who have received this document from the Department of Information Technology's web-site or eMaryland Marketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

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

**STATE OF MARYLAND  
NOTICE TO OFFERORS/CONTRACTORS**

In order to help us improve the quality of State proposal solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposal. If you have chosen not to propose on this Request for Proposals, please email this completed form to: donna.ziegenhein@maryland.gov.

**Title: Central Collections Unit Debt Collection Information System**  
**Project No: F50B240052**

1. If you have responded with a "no bid", please indicate the reason(s) below:
- Other commitments preclude our participation at this time.
  - The subject of the solicitation is not something we ordinarily provide.
  - We are inexperienced in the work/commodities required.
  - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
  - The scope of work is beyond our present capacity.
  - Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
  - We cannot be competitive. (Explain in REMARKS section.)
  - Time allotted for completion of the proposal is insufficient.
  - Start-up time is insufficient.
  - Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
  - Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
  - MBE requirements. (Explain in REMARKS section.)
  - Prior State of Maryland Contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
  - Payment schedule too slow.
- Other: \_\_\_\_\_

2. If you have submitted a proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse side or attach additional pages as needed.)

REMARKS:

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Offeror Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

**KEY INFORMATION SUMMARY SHEET**

**STATE OF MARYLAND**

**Request for Proposals**

**Central Collection Unit (CCU)  
Debt Collection Information System (DCIS) Software**

**PROJECT NUMBER F50B2400052**

**RFP Issue Date:** June 7, 2012

**RFP Issuing Office:** **Department of Information Technology (DoIT)  
Information Technology Procurement Office (ITPO)**

**Procurement Officer:** **Donna Ziegenhein**  
Office Phone: 410-260-7627  
Fax: 410-974-5615  
E-mail: donna.ziegenhein@maryland.gov

**Proposals are to be sent to:** **Donna Ziegenhein**  
Procurement Officer  
Department of Information Technology  
Procurement Office  
45 Calvert Street, Room 434A  
Annapolis, MD 21401

**Pre-Proposal Conference:** **June 26, 2012 @ 2:00 PM Local Time**  
**State of Maryland Building**  
**201 West Preston Street**  
**O'Connor Building Conference Room L-1**  
**Baltimore, MD 21201**  
**For directions, see Attachment K.**

**Questions Due Date** **July 5, 2012, 5:00 PM, Local Time**

**Closing Date and Time:** **July 12, 2012, 2:00 PM, Local Time**

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## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

- 1.1.1 The State of Maryland (the State) Department of Information Technology, or “Department” or “DoIT”, is issuing this Request for Proposals (RFP) to procure state-of-the-art Commercial-Off-The-Shelf (COTS) DCIS software applications to replace the Department of Budget and Management (DBM) CCU’s existing core debt collection system and supporting applications. The procured software shall be a commercially available COTS product with demonstrated ability to successfully meet the functional and technical requirements as described in Section 2 and RFP Attachment I.1 – Functional and Technical Requirements, with configurations and minimal customization to the software.
- 1.1.2 This procured system will be used to standardize business rules and processes across CCU for effective and efficient management of debt collection data and processes. The business processes to be administered in the new DCIS application are outlined in this RFP. The new system shall enable CCU personnel, Debtors, and State Clients to view debt collection data, enter debt collection data, and/or make online payments in a single, seamlessly integrated system.
- 1.1.3 The new DCIS shall provide more effective transaction processing and management of the State’s debt collection information within an integrated solution to replace the core CCU debt collection system and supporting applications. The CCU will be able to provide improved customer service through the use of standardized, on-demand reporting, electronic workflow, system-driven debt collection business rules, and support for additional business processes with the new DCIS.
- 1.1.4 The technical scope for the project includes the existing systems outlined in RFP Section 1.40.9 Existing Technology Overview. Due to the complexity and uniqueness of the business requirements, the Offeror may propose more than one COTS product to meet all of the functional and technical requirements. The State expects Offerors to propose easy-to-integrate solutions. The new DCIS software shall provide toolsets that will enable the State to maintain and modify the application to support existing and future business needs and requirements and avoid major application customizations.
- 1.1.5 The State will immediately issue a Notice to Proceed (NTP) request to provide the software to the Offeror for the purchase, delivery, and installation of up to twenty-five (25) licenses of the DCIS COTS software (hereinafter, referred to as “Post-Award Evaluation Software”) for use by the CCU project team members for the duration of the Requirements Analysis phase, which could be up to three (3) years. The Post-Award Evaluation Software is for use by the CCU project team to conduct a COTS Fit-gap analysis of the software against the project requirements. The Post-Award Evaluation Software will continue in use through the Requirements Analysis phase. The State will provide the hardware and technical infrastructure (based on the Offeror’s recommendations) for the Post-Award Evaluation environment which will be used to perform the COTS Fit-gap analysis. The State requires that the Offeror deliver, install, train, support, and maintain the Post-Award Evaluation Software.

- 1.1.6 The system purchased by the State under this solicitation will serve as the principal /core component of the DCIS. The State may conduct more solicitations to procure add-on software components and/or third party applications to integrate in the DCIS. The State will conduct a solicitation for an implementer to perform the integration, software configurations, software customizations, configuration management, and operation and maintenance services for the CCU. The RFP for the implementer services will be released at a later date after the DCIS COTS software application has been selected, a contract award has been made and approved by the Board of Public Works, and the COTS Fit-gap analysis has been successfully completed.
- 1.1.7 The State will host the Post-Award Evaluation environment. The State will determine the Production Software environment and hosting location based on the recommendation from the implementer.
- 1.1.8 The State also reserves the right to transfer and migrate the Post-Award Evaluation Software and Post-Award Evaluation Software environment to a Production Software environment.
- 1.1.9 The CCU requires an extensible and flexible solution. The requirements in Attachment I.1 were developed based on the existing DBM CCU core debt collection system and supporting applications. Offerors do not have to provide all of the functionality in Attachment I.1 in order to be considered reasonably susceptible of being selected for award for this solicitation.
- 1.1.10 Offerors responding to this RFP for the DCIS COTS software, if awarded a contract, are not precluded from submitting a proposal and receiving a subsequent award for the State’s solicitation for implementation services.

**1.1.11 High-Level Sequence of Events for the CCU Modernization Project**

The following table provides a general sequence of key activities planned for the DCIS software for the two planned solicitations for software and implementation services.

Event No.	High-Level Sequence of Events for the CCU Modernization Project
	<b>Software Solicitation - F50B2400052</b>
1	Issue Software Solicitation - F50B2400052
2	Pre-Proposal Conference
3	Questions from Offerors Due
4	Solicitation - F50B2400052 Closes
5	State Receives and Reviews Offeror Proposals Received
6	Offeror Demonstrations Held for Proposals Meeting Minimum Qualifications
7	State Conducts Pre-Award Evaluation of Proposals
8	Award Software Contract
9	Post-Award Evaluation Phase Begins
10	Software Kickoff Meeting Held

<b>Event No.</b>	<b>High-Level Sequence of Events for the CCU Modernization Project</b>
11	Software Deliverable Expectation Document Finalized for the Post-Award Evaluation Phase
12	Deliver, Install, Load Test Database, Train, and Conduct As Delivered Acceptance Testing for Post-Award Evaluation Software
13	Conduct Software COTS Fit-Gap Analysis
	<b>Implementer Solicitation</b>
14	Issue Implementer Solicitation
15	Pre-Proposal Conference
16	Questions from Offerors Due
17	Solicitation Closes
18	State Receives and Reviews Offeror Proposals Received
19	Offeror Demonstrations Held for Proposals Meeting Minimum Qualifications
20	State Conducts Pre-Award Evaluation of Proposals
21	Award Implementer Contract
22	Implementer Kickoff Meeting Held
23	Conduct Implementer COTS Fit-Gap Analysis
24	Purchase Production Software Licenses / Post-Award Evaluation Software Phase Ends
25	Project Requirement Analysis Phase Ends
	<b>Integration of the DCIS</b>
	<b>Operation &amp; Maintenance (O&amp;M)</b>

## **1.2 Abbreviations and Definitions**

See Attachment L – Abbreviations and Definitions

## **1.3 Contract Type**

The Contract that results from this RFP shall be a Firm-Fixed Price Contract in accordance with COMAR 21.06.03.

## **1.4 Contract Duration**

1.4.1 The Contract resulting from this RFP shall be for a:

- one (1) year base period with up to 2 one-year (two 1-year) renewal options for the Post-Award Evaluation Phase which includes up to 25 software licenses;
- five (5) year base period with up to 5 one-year (five 1-year) renewal options for associated production software licenses.

1.4.2 At its sole discretion, the State shall have the right to exercise the renewal options for the Post-Award Evaluation Phase software licenses and production software licenses. The Contract resulting from this RFP could total up to 13 consecutive years of contract service



time if all the renewal option years are exercised by the State. All prices for rates and terms as offered in Attachment E are binding on the Contractor for the term of the Contract.

- 1.4.3 The State reserves the right to cancel this contract for DCIS COTS software and services upon completion of the COTS Fit-gap analysis or at any time the software solution or Contractor is determined as not the best fit for the CCU needs.

### **1.5 Procurement Officer**

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

Donna Ziegenhein  
Procurement Officer  
Department of Information Technology  
45 Calvert Street, Room 434A  
Annapolis, MD 21401  
Office Phone: (410) 260-7627  
Fax: (410) 974-5615  
E-mail: [donna.ziegenhein@maryland.gov](mailto:donna.ziegenhein@maryland.gov)

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

### **1.6 Contract Manager**

David Woodard  
CCU Modernization Project Manager  
Department of Information Technology  
300 West Preston Street  
Baltimore, MD 21201  
Office Phone: (410) 767-8616  
E-mail: [david.woodard@maryland.gov](mailto:david.woodard@maryland.gov)

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

### **1.7 Pre-Proposal Conference**

A Pre-Proposal Conference will be held on June 26, 2012, beginning at 2:00 PM. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. The conference will be held in the Conference Room L-1 located inside the State of Maryland Building, 201 West Preston Street, O'Connor Building, Baltimore, MD, 21201.

Due to the anticipated interest in this RFP, seating at the Pre-Proposal Conference will be limited to two (2) attendees per company. Attendees should bring a copy of the RFP and bring a business card to help facilitate the sign-in process.

The Pre-Proposal Conference will be summarized in writing. As promptly as is feasible subsequent to the Pre-Proposal Conference, a summary of the Pre-Proposal Conference, the attendance record, and all questions and answers known at that time will be distributed via email to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, please email the Pre-Proposal Conference Response Form to [donna.ziegenhein@maryland.gov](mailto:donna.ziegenhein@maryland.gov) no later than **4:00 PM on June 20, 2012**. The Pre-Proposal Conference Response Form is included as Attachment D to this RFP. 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 June 14, 2012**. DoIT will make reasonable efforts to provide such special accommodation.

### **1.8 eMaryland Marketplace (eMM)**

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DoIT web-site <http://www.doit.maryland.gov> and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-bid/proposal conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via eMM.

This means that all such information is immediately available to subscribers to eMM. Because of the instant access afforded by eMM, all Offerors interested in doing business with Maryland State agencies should subscribe to eMM. Furthermore, prior to award of any contract, the apparent awardee must be registered on eMM. Registration is free. Register at: <https://emaryland.buyspeed.com/bs/> Click on "Registration" to begin the process and follow the prompts.

### **1.9 Questions**

Questions from prospective Offerors should be emailed to the Procurement Officer prior to the Pre-Proposal Conference. If possible and appropriate, such questions will be answered at the Pre-Proposal Conference. No substantive question will be answered prior to the Pre-Proposal Conference. Questions, both oral and written, will also be accepted during the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference and should be submitted in a timely manner prior to the proposal due date to the Procurement Officer. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be emailed to all vendors who are known to have received a copy of the RFP.

### **1.10 Proposal Due (Closing) Date**

**One unbound original and five copies** of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5, **no later than 2:00 PM (local time) on July 12, 2012**, in order to be considered. A CD of the Technical Proposal in Microsoft Word format must be enclosed with the original Technical Proposal. A CD of the Financial Proposal in Microsoft Excel format (NOT in PDF format) must be enclosed with the

original financial proposal. Label all CDs with the RFP title, RFP number, and Offeror name and enclose with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02, proposals received by the Procurement Officer after the **due date and time, July 12, 2012, at 2:00 PM (local time)** will not be considered.

**Proposals may not be submitted by email or facsimile.**

**IMPORTANT NOTICE - If you submit a proposal, you must complete the “PROPOSAL REGISTRATION FORM” accessible on the DoIT web-site <http://doit.state.md.us>.**

### **1.11 Duration of Offer**

Proposals submitted in response to this RFP are irrevocable for the later of 180 days following the closing date of proposals, or of Best and Final Offers (BAFO) (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.

### **1.12 Revisions to the RFP**

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, amendments to the RFP will be posted on the DoIT Procurement web-site and through eMM. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

### **1.13 Cancellations/Discussions**

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 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 prior discussions or negotiations.

### **1.14 Oral Presentations/Discussions**

1.14.1 Offerors will be asked to make an oral presentation summarizing their Technical Proposal regarding their DCIS COTS software to State representatives. The purpose of these discussions is twofold: 1) to clarify information in Offeror's proposal and 2) to demonstrate a Generally Available version of the DCIS COTS software to meet the functional and

technical requirements of the RFP. The expectation is that the oral presentation will be scheduled approximately one month after proposal receipt.

The Offeror's software demonstration must use a Generally Available version of the 'out of the box' software already in use by a government or commercial entity. The Offeror must not include any configurations and/or customizations in the software prior to the demonstration to meet the specific requirements outlined in this RFP. The Offeror may configure and/or customize the DCIS COTS Software during the demonstration as outlined in 1.14.2. Significant representations made by an Offeror during the oral presentation/demonstration shall be submitted in writing. All such representations will 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 location.

1.14.2 The demonstration will focus on illustrating how the functional and technical requirements in the RFP and RFP Attachment I - Functional and Technical Requirements are met by the 'out of the box' COTS product. The presentation must include the following items:

- Software product overview
- Conduct any necessary orientation for the evaluation team members to understand the software operations demonstrated.
- Description and demonstration of the extensibility of the Software that is not specific to any CCU functionality
- Scripted demonstration of the proposed DCIS COTS software.
- Description and demonstration of how the Offeror plans to meet the identified requirements in the RFP and RFP Attachment I - Functional and Technical Requirements using the proposed DCIS COTS 'out of the box' software.
- Description and demonstration of how to configure the proposed DCIS COTS software.
- Description of how APIs are used to customize the proposed DCIS COTS software.
- Summary of Offeror's experience and capabilities, as it relates to this RFP.
- Description of the Offeror's organization.
- Description of software licensing pricing approach.
- Description of technical support.
- List all software and hardware used in live demo (i.e., laptop specification and DCIS COTS software subsystems name and version).

1.14.3 The demonstration and presentation could potentially take each Offeror multiple days for completion.

## **1.15 Incurred Expenses**

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

### **1.16 Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposal to meet the requirements of this RFP and should not include marketing material.

### **1.17 Protests/Disputes**

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

### **1.18 Multiple or Alternate Proposals**

Neither multiple nor alternate proposals will be accepted.

### **1.19 Access to Public Information Act Notice**

An Offeror shall give specific attention to the clear identification of those portions of its proposal that it considers 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, Title 10, Subtitle 6, Part III of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed (see COMAR 21.05.08.01).

### **1.20 Offeror Responsibilities**

Any selected Offeror shall be responsible for all products and services required by this RFP. Additional information regarding MBE subcontractors is provided under paragraph 1.24 below. If an Offeror that seeks to perform or provide the services required by this RFP is a subsidiary of another entity, all information submitted by the Offeror, such as, but not limited to, references shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

### **1.21 Mandatory Contractual Terms**

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

### **1.22 Proposal Affidavit**

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

### **1.23 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 business days of notification of proposed Contract award.

### **1.24 Minority Business Enterprises (MBE)**

A MBE subcontractor participation goal of 0% has been established for this solicitation.

### **1.25 Arrearages**

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

### **1.26 Procurement Method**

This Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

### **1.27 Verification of Registration and Tax Payment**

Before a corporation can do business in the State it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete the registration prior to the due date for receipt of proposals. An Offeror's failure to complete the registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

### **1.28 False Statements**

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

- (a) In connection with a procurement contract a person may not willfully:
  - Falsify, conceal, or suppress a material fact by any scheme or device;
  - Make a false or fraudulent statement or representation of a material fact; or
  - Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

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

### **1.29 Visual and Non-Visual Access**

Where applicable, the following will apply to this RFP:

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 communication, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent. For purposes of this Contract, the phrase “equivalent access” means the ability to receive, use and manipulate information, and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

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: <http://www.doit.maryland.gov> - Search: nva

### **1.30 Payments by Electronic Funds Transfer**

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption shall be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at:

[http://compnet.comp.state.md.us/General\\_Accounting\\_Division/Static\\_Files/APM/gadx-10.pdf](http://compnet.comp.state.md.us/General_Accounting_Division/Static_Files/APM/gadx-10.pdf)

### **1.31 Contract Extended to Include other Non-State Governments or Agencies**

County, municipal, and other non-State governments or agencies may purchase from the Offeror goods or services covered by this Contract at the same prices chargeable to the State. All such purchases by non-State governments or agencies:

- Shall constitute Contracts between the Offeror and that government or agency;
- Shall not constitute purchases by the State or State agencies under this Contract;
- Shall not be binding or enforceable against the State; and
- May be subject to other terms and conditions agreed to by the Offeror and the purchaser.

Offeror bears the risk of determining whether or not a government or agency with which the Offeror is dealing is a State agency.

### **1.32 Prompt Pay**

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs dated August 1, 2008. The Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offerors who are awarded Contracts under this RFP must comply with the prompt payment requirements outlined in the Contract, §32 (see Attachment A). Additional information is available on the GOMA web-site at <http://www.oma.state.md.us/>.

### **1.33 Conflict of Interest**

- 1.33.1 Under State Government Article 15-508 of the State ethics laws, a person and their employer who assists or are involved in the drafting of specifications for a procurement are prohibited from submitting a proposal for that procurement, from assisting or representing another person, directly or indirectly, who is submitting a proposal for that procurement, and from participating in the implementation of those specifications, whether as a prime or subcontractor. This section of the State Ethics Law may apply to this RFP issued to Offerors under the DCIS procurement.
- 1.33.2 Offerors will provide software licensing and maintenance for State agencies, or component programs with those agencies and must do so impartially and without any conflicts of interest. Offerors will be required to complete a Conflict of Interest Affidavit with each proposal submitted in response to this RFP. A copy of this Affidavit is included as Attachment F of this RFP. If the Procurement Officer makes a determination before award of a Contract pursuant to a respective RFP that facts or circumstances exist that give rise to, or could in the future give rise to, a conflict of interest within the meaning of COMAR 21.05.08.08A, the Procurement Officer may reject a proposal under COMAR 21.06.02.03B.

### **1.34 Living Wage Requirements**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment H - Living Wage Affidavit of Agreement). If the Applicant fails to submit and complete the Affidavit of Agreement, the Location Commission may determine an Applicant's proposal to be unacceptable.

Offerors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the required amount per hour as specified on the Department of Labor, Licensing and Regulation ("DLLR") web-site at <http://www.dllr.maryland.gov/>, if State contract services valued at 50% or more of the total value of the contract is performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract values are performed in the Tier 2 Area, an Applicant shall pay each covered employee at least the required amount per hour as specified on the DLLR web-site. The specific Living Wage rate is determined by whether a majority of services



take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to SFP §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

### **1.35 COTS Software**

Based on the requirements of this RFP, the following applies:

- 1.35.1 In responding to this RFP for which an Offeror proposes the purchase of any COTS software in its proposal, an Offeror shall specifically identify in its proposal the brand name, model, and other specifics for each product (within the proposed suite) of DCIS COTS software proposed for use by the State, the quantity needed and a selling price for which it will provide the COTS software.
- 1.35.2 By responding to this RFP and accepting a contract award, an Offeror specifically agrees that for any COTS software that it proposes for use by the State in response to this RFP, the State will have the right to purchase the COTS software from another source, instead of from the selected Offeror.
- 1.35.3 The State requires that the Offeror price individual software modules separately. The State reserves the right to purchase individual software modules separately without having to purchase all software modules.
- 1.35.4 The State also requires that the Offeror provide fully functional, Generally Available Post-Award Evaluation Software and multiple-user licenses for purchase upon award and throughout the life of the contract. All functionality must be available in the Post-Award Evaluation Software.

### **1.36 Software Escrow**

- 1.36.1 The Offeror shall deposit, within thirty (30) days of Contract award, the most recent version of the source code and documentation of all applications under this RFP in an escrow account with a neutral third party mutually agreed to by the Offeror and the State. The cost of the escrow account must be borne by the Offeror.
- 1.36.2 The Offeror shall place the source code for the DCIS COTS software in escrow, and shall agree to the Software Escrow Agreement provided here as Attachment O – Software Escrow Agreement.
- 1.36.3 The escrow agent shall be selected and mutually agreed upon by the State and the Offeror within thirty (30) days of Contract award. If an escrow event, as described in the Software Escrow Agreement, occurs, the escrow agent shall turn over the escrowed software to the State immediately upon being notified of the triggering event. Once the escrowed software is turned over to the State, the State shall have the right to modify the software, without any restrictions, for the use of the CCU.

1.36.4 The State does not require that the Offeror comply with Section 1.36 Software Escrow when the Offeror provides the State the source code. The Offeror shall deliver to the State the updated source code, at Offeror's expense, not later than one (1) month after any Product Change, as described in Attachment O, is made,

### **1.37 Retainage**

1.37.1 Ten percent (10%) of each invoice for service related deliverables (2.14.4, 2.14.5, 2.14.6, 2.14.7, 2.14.9, 2.14.10, 2.14.11, 2.14.12, 2.14.13, 2.14.14, 2.14.15, 2.14.16, 2.14.18, 2.14.19, and 2.14.20) shall be held by the State as retainage. If the successful Offeror awarded a Contract fails to meet the requirements as defined in the Contract, the Contractor shall rectify the performance problem or complete the deliverable(s) to the satisfaction of the Contract Manager within thirty (30) days or as directed by the Contract Manager, at no cost to the CCU, as described in the Contract. If the Contract Manager is not satisfied with the corrective actions as outlined in section 2.6.3 (Performance Period for the Acceptance Testing - Software Application) within this timeframe, the Contractor forfeits the retainage.

1.37.2 The Contractor shall submit a separate invoice for the retainage release no earlier than the end of the warranty period. The Contractor shall track the cumulative retainage amount and display this amount on the invoices, until the retainage is released by the Contract Manager.

### **1.38 Non-Disclosure Agreement**

1.38.1 The successful Offeror awarded a Contract will have access to certain documents and materials as may be required to fulfill the requirements of the RFP. The Contractors, employees and agents who require access to such documents as part of their contractual duties will be required to sign a Non-Disclosure Agreement.

1.38.2 All Offerors are advised that if a Contract is awarded as a result of this RFP, the successful Offeror shall be required to complete a Non-Disclosure Agreement. A copy of this Agreement is included for informational purposes as Attachment N - Non-Disclosure Agreement of this RFP. This Agreement must be provided within 5 business days of notification of proposed Contract award.

### **1.39 Acceptance of Terms and Conditions**

1.39.1 By submitting an offer in response to this RFP, Offerors shall be deemed to have accepted all the terms and conditions.

1.39.2 In the event of a conflict between provisions of the Contract, the RFP, or any other document incorporated by reference into the Contract, the following order of precedence shall determine the prevailing provisions:

- (1) The Contract,
- (2) The Contract Affidavit,
- (3) The Request for Proposal, including all attachments and addenda,
- (4) The Contractor's Technical Proposal, and

(5) The Contractor's Financial Proposal.

## **1.40 Overview of the CCU**

### **1.40.1 CCU INFORMATION**

This section provides an overview of the CCU including background, organization structure, and existing business processes.

### **1.40.2 INTRODUCTION**

In July 1973, the CCU was created by the legislature (Chapter 355, Acts of 1973; Code State Finance and Procurement, sects. 3-301 through 3-306) to execute debt collection activities on delinquent debts owed to the State of Maryland. The CCU is responsible for the collection of delinquent debts owed to the State with the exception of taxes and child support. The collected debts may be Motor Vehicle Administration (MVA) fines, student tuition and fees, public assistance and food stamp overpayments, damage to State Highway Administration (SHA) property, parole and probation overdue restitution, workers' compensation premiums, reimbursement for institutional care, and repayment for goods and services provided by the State.

The major functions of the CCU are to:

- Receive requests to collect a debt from State agencies, independent boards, and commissions (referred to as State Clients)
- Assess the ability to collect the debt from Debtors
- Engage in debt collection activities to help organizations and individuals understand that they have debts, and what their payment method options are to repay the debt
- Collect delinquent debts owed
- Assist Debtors in resolution of these debts, through the establishment of payment plans
- Determine when compromise or settlement of a delinquent debt is in the State's best interest
- Initiate legal measures to collect debts when other attempts have failed
- Perform current collections for "Victim Restitution" debts (pending legislative approval), in addition to the delinquent restitution debts that have been referred.
- Disburse eligible dollars collected as payment(s) to victims (pending legislative approval).

### **1.40.3 MISSION**

The mission of the CCU is to collect delinquent debts owed to the State, with the exception of taxes and child support, in the most efficient and cost-effective manner while employing the highest professional standards. The CCU's objective is to collect full payment or negotiate with Debtors to establish a payment plan.

### **1.40.4 HISTORY**

In the past, the CCU would allow Debtors to make payments directly to the Baltimore Headquarters office. Today, the CCU accepts payments through various methods including

Satellite Offices (located at MVA offices), web-site, and Interactive Voice Response (IVR). Receivables collected by the CCU are also secured through payment intercept programs, such as state employee wages, state and federal tax refunds, and lottery winnings. These programs send a list of Debtors and their associated debts to State and Federal agencies, where the list of Debtors are matched to capture involuntary payments to reduce or pay off the outstanding debt.

#### 1.40.5 **ORGANIZATIONAL STRUCTURE**

The CCU is a division within the DBM employing more than 120 personnel. The CCU coordinates debt collection activity with more than 400 State Clients. The CCU is comprised of four sections as follows:

##### 1.40.5.1 **Collections**

As the largest section within the CCU, staff from the Collections section are responsible for the collection of all debt owed to State Clients. Personnel are located in the CCU headquarters office and the CCU Satellite Offices located at MVA offices. The Collections section is the primary point of contact to the Debtors. Their specific duties include:

- Responding to incoming calls from Debtors and/or State Clients
- Contacting Debtors by phone or letter to inform them of an unpaid Debt Account
- Negotiating payment plans
- Explaining the payment plan conditions
- Advising Debtors on how to make payments on their overdue Debt Accounts
- Performing asset searches
- Receiving payments
- Recommending Debt Accounts for legal action

##### 1.40.5.2 **Legal Measures**

Staff from the Legal Measures section are responsible for executing legal collection activities. The Legal Measures section works closely with the Collections section and the Office of Attorney General (OAG) to prosecute Debtors. Their specific duties include:

- Drafting and preparing lawsuits for filing in District and Circuit Courts
- Conducting investigations of debts
- Completing legal and court documents for judgment filings
- Performing skip tracing activities
- Executing the legal collection activities of judgment accounts
- Initiating the garnishment process
- Performing post judgment activities
- Providing supporting documentation for Office of Administrative Hearings (OAH) proceedings

##### 1.40.5.3 **Accounting**

Staff from the Accounting section maintain the financial records of Debtor and State Client accounts. Specific tasks include:

- Processing checks mailed to CCU
- Preparing and managing the CCU budget
- Processing Debt Account adjustments
- Posting Debtor payments
- Processing refunds
- Transferring collected receivables to State Clients
- Answering State Client questions about monthly statements
- Generating ad-hoc reports
- Preparing check requests for disbursements, including refunds of debt account overpayments
- Preparing check requests for Victim Restitution payments from eligible collections
- Reconciling payments, disbursements, and reimbursements against the Financial Management Information System (FMIS) transactions reported.

#### 1.40.5.4

#### **Program Development & Support (PD&S)**

Staff from the PD&S section are the primary liaison for IT related matters pertaining to the CCU systems. Specific tasks include:

- Managing vendor relationships for RevQ Revenue Plus Collector System (RPCS) and other CCU systems
- Entering debt referrals into RPCS and other CCU systems
- Scanning Debtor files for storage
- Printing and mailing Debtor notices and letters
- Creating/establishing new State Client accounts
- Loading debt referrals
- Creating and running reports
- Exporting data from the CCU systems
- Sending extract data files via Secure File Transfer Protocol (SFTP)
- Sending mail to State Clients and Private Collection Agencies (PCAs)
- Creating and maintaining Microsoft® Access databases for reporting purposes
- Producing the monthly statements mailed to State Clients
- Creating user identifications
- Launching the day-end process
- Running the month-end close process
- Performing system back-ups
- Generating ad-hoc reports

## 1.40.6 CCU LOCATIONS

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

**Table 1 - CCU Locations**

## 1.40.7 EXISTING LIFECYCLE OVERVIEW OF A CENTRAL COLLECTION UNIT DEBT

When a debt enters into the CCU, the debt goes through a lifecycle in which a series of processes are performed. Not all processes are required for each debt, some processes are situational. Additionally, the CCU is a government agency that does not face the same limitations and liabilities of commercial collection organizations. Therefore there may be industry standard processes not listed below.

### 1.40.7.1 General Debt Lifecycle High-Level Process

In general terms, the debt goes through the high-level processes outlined in the following table. See Attachment I – Functional and Technical Requirements for further details of each process including the process frequency or whether the process is manual, automated, or both.

<b>High-Level Process</b>	<b>Summary Description</b>
New Client Account Setup	Process whereby the new Client Account Setup occurs before the debt lifecycle begins. Before any State Client can refer a debt to the CCU, they must establish a client relationship with the CCU.
Debt Referral	Process whereby the Debt Account is referred and enters the CCU.
New Debt Account Setup	Process whereby the new Debt Account is created in RPCS and a CCU Debt Account number is assigned to the debt for tracking purposes.
Assignment	Process whereby the new Debt Account is assigned to a Collector for collection activity.
Collection	Process whereby Collections uses a variety of methods and techniques to collect on the delinquent Debt Account.

<b>High-Level Process</b>	<b>Summary Description</b>
Matching	Process whereby the Debt Account goes through a number of matching programs to identify Debtor assets through Employment Standards Administration (ESA) Wage Match, Property Match, Address Correction Match, State Retiree Match, and Vital Records Match.
Intercept Programs	Process whereby the Debt Account goes through a number of intercept programs to match Debtor details and capture funds for debt payment through the Central Payroll Offset (CPO), Federal Tax Intercept Program (FTIP), Liability Offset, Maryland State Lottery Winnings Offset, Maryland Transit Administration (MTA) Offset, Tax Refund Intercept Program (TRIP), Treasury Offset Program (TOP), and Unclaimed Property Offset.
Private Collection Agency	Process whereby the Debt Account is referred to an external Private Collection Agency to perform collection activities.
Skip Tracing	Process to locate a Debtor.
Credit Bureau	Process whereby the CCU updates the credit report tradeline via monthly updates and reviews credit disputes or requests for credit information on a Debt Account.
Investigation	Process whereby the Debtor requests an investigation as a result of routine inquiry or an Intercept Program.
OAH Hearing	Process whereby the Debtor requests an OAH hearing to dispute the method and amount by which the CCU will intercept tax refunds and offset salary.
Legal	Process for preparing and filing estate claims, drafting and executing lawsuits and complaints, performing pre-judgment and post-judgment activities, such as wage garnishments and bank attachments.
Payment Posting and Reconciliation	Process whereby payments are received, posted, and reconciled to Debt Accounts.
Payment Refunds	Process whereby the CCU refunds Debtors for overpayments on Debt Accounts.
Receivables Transfer	Process whereby the CCU performs interagency fund transfers to State Clients for collected receivables.
End Closing	Process whereby the CCU executes a preliminary month-end process which allows RPCS to run two months concurrently.
Debt Adjustment	Process whereby State Clients send adjustments to the Debt Account which may increase or decrease the debt.
Abatement	Process whereby the CCU reviews a Debt Account to determine whether a debt is uncollectible or should remain open for future collection activities.
Debt Closure	Process whereby the Debt Account is closed as paid in full or abated as uncollectible.

**Table 2 - Lifecycle of a Debt**

- 1.40.7.1.1 **New Client Account Setup** - Process whereby the new Client Account Setup occurs before the debt lifecycle begins. Before any State Client can refer a debt to the CCU, they must establish a Client relationship with the CCU by:
1. State Client visits CCU web-site
  2. State Client downloads and completes the New Client Form
  3. State Client's fiscal approver approves the form
  4. State Client sends the form to CCU electronically with email attachment or through the postage system
  5. CCU creates a new Client account in RPCS
- 1.40.7.1.2 **Debt Referral** - Process whereby State Clients can refer debts to the CCU using forms downloaded from the CCU web-site. The State Clients may also download a Microsoft Access Debt Referral database from the CCU web-site, or may obtain a copy from PD&S. State Clients fax, email, mail, or transfer debt referrals via SFTP to the CCU. Once the CCU receives the debt referrals, these referrals are loaded into RPCS and an acknowledgement response is sent to the State Client. If necessary, the CCU manually enters the information from the Debt Referral form into RPCS.
- 1.40.7.1.3 **New Debt Account Setup** - Process whereby the New Debt Account is setup. The system is queried to check whether the Debtor and Debt Account already exist in the system. If the Debt Account does not exist in RPCS, a new Debt Account number is assigned and a Debt Account is created in RPCS. If the Debtor already exists in RPCS, a Debt Account number is assigned, a Debt Account is created in RPCS, and the newly created Debt Account is grouped together with the previously existing Debt Accounts for that Debtor.
- 1.40.7.1.4 **Assignment** - Process whereby the Debt Account is generated, assigned to a Collector's desk, and added to the Work in Progress list each evening as part of the RPCS day-end process. The RPCS day-end process makes the assignment based on the referring State Client, type of debt, Zoning Improvement Plan (ZIP) code, or balance due. For example, the Collector's desk may have thousands of assigned Debt Accounts while the Work in Progress (WIP) list may only have 500.
- 1.40.7.1.5 **Collection** - Process whereby Collections uses a variety of methods and techniques to collect on the delinquent Debt Account. During the collection process, the CCU contacts Debtors by telephone or letter to inform them that the CCU is now handling the Debt Account, receives and responds to Debtor calls, discusses with Debtors the details of the money owed, identifies Debtor assets, negotiates payment plans, explains payment plan conditions, and advises Debtors on how to make payments. The CCU also receives payments at CCU Satellite Offices, initiates dialer campaigns, recommends accounts for legal review, recommends accounts for abatement, and discusses the status of referred Debt Accounts with the referring State Clients.

The Debtor can take the following actions on the debt:

- Pay the debt in full



- Enter into a payment plan to pay off the debt
- Refuse to pay the debt

1.40.7.1.6 **Matching** - Process whereby the Debt Account goes through a number of matching programs to identify Debtor assets through the following automated programs:

- **Address Correction Match** - Identifies correct Debtor addresses
- **Vital Records Match** - Identifies deceased Debtors
- **ESA Wage Match** - Identifies Debtor wages
- **Real Property Match** - Identifies Debtor real property
- **State Retiree Match** - Identifies Debtor retiree payments for State employees

1.40.7.1.7 **Intercept Programs** - Process whereby the CCU uses intercept programs to capture Debtors' tax refunds, salaries, and State and Federal payments. These involuntary payments are intercepted by the following programs:

- **Central Payroll Offset (CPO)** - Intercepts Debtor State salary and wages
- **Federal Treasury Intercept Program** - Intercepts Debtor Federal contractor reimbursements and payments
- **Liability Offset** - Intercepts State vendor payments
- **Maryland State Lottery Winnings Offset** - Intercepts Debtor State lottery winnings
- **Maryland Transit Administration Offset** - Intercepts Debtor State salary and wages for MTA employees
- **Tax Refund Intercept Program** - Intercepts Debtor State tax refunds
- **Treasury Offset Program (TOP)** - Intercepts Debtor Federal tax refunds due for overpayment of Food Stamps
- **Unclaimed Property Offset** - Intercepts Debtor unclaimed property holdings

1.40.7.1.8 **Private Collection Agency** - Process whereby the Debt Account is referred to an external PCA to perform collection activities. A debt can be transferred for service by a PCA if the debt:

- Has no collection activity for six months
- Is not associated with any property ownership
- Has a balance of \$25 or over

The CCU will resume collection activity after six months of unsuccessful collection activity by the PCA. If the PCA is actively receiving payments on a debt, the PCA will continue with the collection until the debt is paid in full. The PCA generates a report indicating the amount collected on a Debt Account and sends the report and payments to the CCU. The CCU posts those payments to the appropriate Debt Account.

1.40.7.1.9 **Skip Tracing** - Process whereby a person, the skip tracer, performs a search for the Debtor using multiple credit bureau resources. The skip tracer also searches public records for the Debtor's address and other information.

- 1.40.7.1.10 **Credit Bureau** - Process whereby the CCU electronically reports credit information on a Debt Account to credit bureaus. Debtors may dispute a CCU debt directly with the credit bureaus. The CCU responds to credit bureau disputes from Debtors regarding the validity of the debt. As needed, the CCU will refer the Debtor to the State Client to resolve the credit dispute.
- 1.40.7.1.11 **Investigations** - Process whereby a Debtor makes a request to the CCU to investigate the validity or the amount of a debt. The CCU receives most investigation requests after a Debtor receives a notification of an impending intercept as a result of an Intercept Programs process. The CCU performs the investigation and provides a findings report to the Debtor.
- 1.40.7.1.12 **OAH Hearing** - Process whereby a Debtor makes a request to challenge the method and amount by which the CCU will intercept State tax refunds and offset salary. If the Debtor disagrees with the outcome of the Investigation process, the Debtor has 30 days from the date of the Investigation Finding report to provide a written request to the CCU for an OAH hearing. The OAH hearing is conducted, and the OAG represents CCU at the OAH hearing.
- 1.40.7.1.13 **Legal** - Process whereby Legal prepares, monitors, and executes actions on legal cases such as:
- **Bankruptcy Monitoring** - Process where OAG monitors Debtors bankruptcy proceedings.
  - **Estate Claim** - Process where Legal Measures contacts the Register of Wills to determine if an estate is open in order to file a claim for a Debtor that died within six months of the current date.
  - **Pre-Judgment/Pre-Litigation** - Process where Legal Measures and OAG drafts lawsuit and complaints.
  - **Litigation** - Process where the OAG files the complaint and supporting documentation with the court.
  - **Post-Judgment** - Process is initiated upon judgment from the court in favor of the CCU. This includes oral exam, wage and financial institution garnishment, real property lien, real and personal property execution, and submission of Notice of Dismissal.
- 1.40.7.1.14 **Payment Posting and Reconciliation** - Process involves posting to Debt Accounts all voluntary and involuntary payments that are received from CCU Satellite Offices, IVR, web-site, Lockbox, and Intercept Programs. The process updates Debt Account payment records for cash, credit card, money order, and check payment transactions. Cash receipts are generated for reconciliation against daily bank deposits. Authorized users are able to manually enter payment transactions, add journal entries, and enter debit and credit adjustments to Debt Account balances.
- 1.40.7.1.15 **Payment Refunds** - Process whereby the CCU refunds Debtors for overpayments on Debt Accounts. If a Debt Account is overpaid, an Accounting representative will

search for additional accounts to which to apply the payment based on certain rules. If an additional Debt Account is not found or other rules do not apply, the overpayment amount is refunded to the Debtor. Payment refunds are made based on the original method of payment.

- 1.40.7.1.16 **Receivables Transfer** - Process whereby the CCU performs interagency fund transfers to State Clients by a FMIS account for receivables collected on their behalf. Check Request payments are submitted to State Clients without a FMIS account. Each State Client has a profile that specifies how the CCU receives payment of the monies collected on its behalf. The CCU Accounting section is responsible for preparing monthly statements that provide each State Client with a summary of payments received. The transfer of the actual receivables collected is reflected as net receivables after the CCU deducts a collection fee.
- 1.40.7.1.17 **End Closing** - Process whereby the CCU reconciles the total transactions posted to RPCS with the total dollar amount captured in FMIS at the end of each month. During this process, RPCS allows access to two months of data concurrently so that the CCU may process new transactions in the new month while closing the previous month. This process is known as the preliminary month-end process and is done by changing the current month to the previous month and opening a new month. The preliminary month-end process is the only time that statements may be printed. The statements provide State Clients with detailed information about the debts that have been collected during the previous month. State Clients receive an Adjustment report that lists all of the adjustments posted to the original referral amounts in RPCS. The State Clients are responsible for reviewing the report and notifying the Accounting section of any discrepancies.
- 1.40.7.1.18 **Debt Adjustment** - Process whereby debt adjustments are submitted by the State Client and processed by the CCU to increase or decrease the amount owed.
- 1.40.7.1.19 **Abatement** - Process whereby the Debt Account is referred to the Abatement Committee for review and removal from the voluntary collection activity. Although debts enter the abatement process, the Matching and Intercept Programs process continues on Debt Accounts deemed uneconomical to actively pursue until an asset match occurs, at which time the debt is returned to the Collector for action. Debt Accounts deemed as uncollectible are removed from the voluntary collection activity, Matching process, and Intercept Programs.
- 1.40.7.1.20 **Debt Closure** - Process whereby a Debt Account is paid in full or abated as uncollectible.

#### 1.40.8 **LIFECYCLE OF CURRENT COLLECTIONS - DPP CASES**

Pending legislative approval, current debts will be referred to the CCU by the Division of Parole and Probation (DPP) and will follow many of the same high-level processes as outlined in Section 1.40.7 “EXISTING LIFECYCLE OVERVIEW OF A CENTRAL COLLECTION UNIT DEBT.”

The CCU will perform two tasks for DPP cases that differ from delinquent debt collections: (1) collecting on current offender (hereinafter referred to as Debtor) Debt Accounts and (2) disbursing funds to victims of Victim Restitution cases.

- 1.40.8.1 **Current Accounts** – Pending legislative approval, the DPP will refer all Debt Accounts to the CCU. Current debts are not subject to all of the collections and legal actions that delinquent/defaulted debts require. The Debtor is only sent notices and contacted via telephone to remind them of the payment due dates and to request payment. If the Debtor does not pay as a result of the final demand notice, the account becomes delinquent after 90 days, and is then subject to the collection actions and processes described in section 1.40.7 (Existing Lifecycle Overview of a Central Collection Unit Debt).
- 1.40.8.2 **Disbursements to Victims** – The CCU Accounting Section is the only section within the CCU that will have the ability to view/update victim information due to DPP privacy rules protecting the release of victim information. Accounting will disburse payments received directly to the victims, based on priorities and prorated distribution percentages established by the court. Checks will be issued to the victims using these priorities and distribution percentages. The system will be updated to reflect the amounts paid to each victim and the remaining amount due each victim. On non-Victim Restitution cases, the CCU will continue to send the State Client a monthly statement and transfer of funds covering the state agency.
- 1.40.8.3 **Current Collections (DPP Cases) Lifecycle High-Level Process**  
 In general terms, current debts go through the high-level processes outlined in the following table. See Attachment I.1 – Functional and Technical Requirements for further details of each process including the process frequency or whether the process is manual, automated, or both.

High-Level Process	Summary Description
Debt Referral	Process whereby the current DPP Debt Account is referred and enters the CCU.
New Debt Account Setup	Process whereby the new DPP Debt Account is created in RPCS and a CCU Debt Account number is assigned for tracking purposes.
Assignment	Process whereby the current DPP Debt Account is assigned to a Collector for collection activity.
Credit Bureau	Process whereby the CCU updates the credit report tradeline via monthly updates and reviews credit disputes or requests for credit information on a DPP Debt Account.
Payment Posting and Reconciliation	Process whereby payments are received, posted, and reconciled to current DPP Debt Accounts.
Payment Refunds	Process whereby the CCU refunds Debtors for overpayments on current DPP Debt Accounts.
Debt Adjustment	Process whereby the DPP sends adjustments to a current DPP Debt Account which may increase or decrease the debt.

High-Level Process	Summary Description
Debt Closure	Process whereby the current DPP Debt Account is closed as paid in full or abated as uncollectible.
Payment Disbursement to Restitution Victims	Process whereby eligible dollars collected from current DPP Debtors are disbursed via check or funds transfer to restitution victims, based on priorities and prorated distribution percentages established by the court.

**Table 3 - Lifecycle of a Current DPP Debt**

## **1.40.9 EXISTING TECHNOLOGY OVERIEW**

### **1.40.9.1 CORE DEBT COLLECTION SYSTEM**

The debt collection industry and its solutions have evolved and matured over the past 25 years and many of the CCU systems and solutions have failed to keep pace. 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. RPCS is supplemented by peripheral systems (see Attachment J). Currently the RPCS system handles:

- 1,800,000 Debt Accounts
- 400 State Clients with debt referrals
- 250,000 new debt referrals per year
- 500,000 notices printed per year
- 75,000 letters printed per year
- 80,000 payment transactions per month
- 150 concurrent CCU users (Create, Read, Update, and Delete Access)
- 1,200 total users at the MVA (largest State Client) (Read Only Access)
- Between 400 and 800 users working at State Clients, who submit debt referrals and adjustments, update debt and Debtor information, and report payments (Create, Read, Update, and Delete Access)

### **1.40.9.2 COLLECTIONS for DIVISION OF PAROLE AND PROBATION**

Pending legislative approval, the CCU will provide current collection services to the Division of Parole and Probation on all debt types referred by this State Client. Prior to April 2012, the DPP performed current collections and referred delinquent parole and probation debts to the CCU. The additional system volume associated with this new current collections services workload is:

- 80,000 Debt Accounts
- 40,000 new debt referrals per year
- 160,000 notices printed per year
- 1,000 letters printed per year
- 80,000 payment transactions per month

- 120 concurrent DPP users submitting debt referrals and adjustments, updating debt and Debtor information, and reporting payments (Create, Read, Update, and Delete Access)

#### 1.40.10 EXISTING IT INFRASTRUCTURE

The existing debt collection system is centered on an older version of the RPCS debt collection software, using a Pick database system and deployed on HP, Intel-based servers running the Microsoft Windows Server 2003 operating system. Over the past 25 years, the CCU has been contracting for customization of the existing system's code, mostly in support of matching and intercept programs. RPCS continuously exchanges files with interfacing systems and external entities, such as Private Collection Agencies and credit bureaus. See Attachment J for additional information.

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## SECTION 2 - STATEMENT OF WORK

### 2.1 Purpose & Summary

- 2.1.1 The purpose of this solicitation is to procure a state-of-the-art commercially available DCIS COTS application for the integration of debt collection related data that promotes information-sharing and enhances reporting and Ad-Hoc report generation capabilities across DBM and participating State agencies.
- 2.1.2 The State does not wish to procure a software application under development. The DCIS COTS software purchased by the State must be operational, commercially, and Generally Available by the due date of the proposals. Operational and commercially available means a deployed system in active use by a client of the Offeror. Generally Available is the point where all necessary commercialization activities for a software product have been completed and the product is available to the general market.
- 2.1.3 The State will immediately issue a NTP to the Offeror for the purchase, and delivery of the DCIS COTS Post-Award Evaluation Phase software licenses. The State reserves the right to purchase all or part of the proposed COTS products by issuing one or more NTP requests to the successful Offeror. The State will not issue a NTP to the Offeror for the purchase, delivery, and installation of the DCIS COTS production software and associated licenses, until after the State awards the contract for the integration, software configurations, software customizations, configuration management, and operation and maintenance services. The State expects that it can take from one and a half (1.5) years to two (2) years to select an integrator and award an implementation contract. Therefore the provider of the DCIS COTS software should not expect to receive the second NTP to provide the production software until after the integration contract is awarded. However the State reserves the right to purchase the production software earlier, as deemed necessary by the State. When the NTP is issued, the Offeror shall provide the most recent Generally Available version.
- 2.1.4 As stated in Section 1.36 Software Escrow, the Offeror shall place the source code for the DCIS COTS software in escrow, and shall agree to the Software Escrow Agreement provided here as Attachment O – Software Escrow Agreement.
- 2.1.5 The Offeror shall propose a total solution including any complementary products and third party applications required to meet the requirements. The Offeror may propose and subcontract with vendors to provide those complementary products and third party applications to the State. As the prime contractor, the Offeror shall be responsible for providing and supporting all products included in the proposal. The cost for these products including any set-up and installation must be priced in the appropriate table within Attachment E – Price Proposal.
- 2.1.6 Software configurations and customizations to meet RFP requirements will be performed by the implementation team after the award of the implementer solicitation.

## **2.2 Business Problem Description**

The CCU's version of RPCS was designed over 25 years ago and does not utilize state-of-the-art technologies. Over the last 25 years, the CCU's version of RPCS has undergone a significant number of customizations to support CCU operations. Subsequently, the CCU has not upgraded to the most current version of RPCS. The use of outdated software in the CCU system presents risk to system operations, creates usability issues, and makes enhancements to the systems more difficult. There are significant limitations of the existing technology to satisfy functional and technical requirements. These limitations have resulted in inefficient processes which are adversely affecting both internal operations and external customer service.

Lack of integration between RPCS and the other CCU systems causes operational inefficiencies. For example, this lack of integration between RPCS and Professional Consultancy International (PCI) Revenue Collection System (RCS) cashiering system requires duplicate data entry between systems and causes laborious effort to reconcile and post payments to Debt Accounts. RPCS does not interface with the Interactive Voice Response (IVR) to provide screen pop functionality for incoming calls. RPCS does not integrate with the HotDocs™ to generate legal forms and documents and thus requires re-entry of Debtor and State Client information which is already stored within RPCS. Much of the technology supporting the CCU has been implemented one piece at a time, without the benefit of an IT architectural framework with computer telephony interface (CTI), document management, business intelligence reporting, and point-of-sale (POS) solutions.

Subsequently, there is extreme difficulty in generating management reports from RPCS and the other CCU systems. This difficulty results in the potential for delays or inaccuracies when providing information to decision-makers and often requires significant manual effort by the CCU staff to assure the accuracy of the information being provided.

## **2.3 Technical Architecture**

The State will consider the Offeror's recommendations for the platform that delivers optimal performance. Offerors are to recommend the technical infrastructure for both the Post-Award Evaluation and Production Software environments (including servers, storage, network, network devices, operating systems, utilities, security, and middleware).

## **2.4 DCIS COTS Software Requirements**

RFP Attachment I - Functional and Technical Requirements, provides the requirements for the DCIS COTS software.

## **2.5 Acceptance Testing**

2.5.1 Acceptance Testing is a series of tests conducted on the DCIS application for each software installation delivered and installed on the State's technical infrastructure. Acceptance Testing is performed to evaluate the system's compliance with its specified functional and technical requirements.



Acceptance Testing will be conducted for the Post-Award Evaluation and Production software deliveries. Specific test types that will be executed as part of this activity may include but are not limited to:

- **Connectivity** - The ability for users to access the DCIS through the State's technical infrastructure.
- **Performance** - Various response times such as screen refreshes, transaction saves, and notifications generated as defined by the requirements.
- **Functional** - A test of functional elements of the procured software to determine if it meets the DCIS specified functional requirements which the Offeror has indicated as a feature provided out of the box in the COTS product.

2.5.2 The State will ensure that the following testing requirements are met:

- The State shall provide the hardware needed for the DCIS COTS software that meets or exceeds the Offeror's minimum technical infrastructure requirements.
- The State and successful Offeror shall jointly develop and agree to the acceptance testing criteria and requirements within Attachment Q - Deliverable Expectation Document (DED).

2.5.3 The Offeror shall ensure that the following requirements are met to support Acceptance Testing:

- The Offeror shall, install the DCIS COTS software on hardware provided by the State.
- The Offeror shall deliver with the DCIS a testing database.
- The Offeror shall load the testing database with sufficient test data to perform the required Acceptance Testing. This task shall be on-going until successful completion of each Acceptance Test.
- The Offeror shall train the State on the DCIS COTS software, so that the State is prepared to perform the Acceptance Testing.
- The Offeror shall provide a formal Acceptance Test Plan.

2.5.4 The State shall review the Acceptance Test Plan including the test cases and test scripts. The Project Manager or State designee shall sign off with their written formal approval of the provided Acceptance Test Plan.

2.5.5 The Offeror shall support the Acceptance Testing including answering questions, analyzing test results, resolving defects, and participating in related test meetings. The Project Manager or State designee shall sign off with their written formal approval of the successfully (accepted) Acceptance Testing.

## **2.6 Performance Period for the Acceptance Testing - Software Application**

2.6.1 The Performance Period for Acceptance Testing shall begin after each installation of the DCIS COTS software on the State's technical infrastructure. This is referring to the installation of the Post-Award Evaluation Software in a non-production environment; as

well as, the production software installation to the production environment if the State chooses to have the Software Vendor install the production software.

- 2.6.2 The duration for the Performance Period for Acceptance Testing shall not exceed 90 calendar days.
- 2.6.3 The State's Contract Manager shall issue a formal notice of completion or failure of the Performance Period for Acceptance Testing to the Offeror in writing. In the event of failure, a Corrective Action Plan will be required within seven calendar days. The Performance Period for executing the Corrective Action Plan shall not exceed 60 calendar days and shall be repeated until successful, as specified in Section 2.7.3 Software Delivery and Acceptance Criteria Process.

## **2.7 Software Delivery and Acceptance Criteria Process**

- 2.7.1 The Offeror shall deliver to the State the most recent, Generally Available version of the DCIS COTS software available on the market at the time the State issues the NTP.
- 2.7.2 The Offeror shall record such delivery in Attachment U – CCU DCIS Software Version Description Document (VDD). A representative from the State will countersign the VDD to indicate receipt of the contents described therein.
- 2.7.3 Upon completion of Acceptance Testing, the State representative will issue to the Offeror formal notice, in writing, of Software Acceptance or Rejection of the DCIS COTS software. In the event of rejection, the Offeror shall develop a Corrective Action Plan acceptable to the State, with associated time frames in compliance with those stated in Section 2.6.3.

## **2.8 COTS Fit-Gap Analysis**

- 2.8.1 The Offeror in coordination with the State will conduct a COTS fit-gap analysis to identify in detail the extent to which the COTS solution meets each of the validated requirements and how all gaps will be addressed in the new system. The COTS fit-gap analysis tests the veracity, requirement by requirement, of the COTS solution to meet the State's integrated workflow, business rules, software and technical requirements. Offeror's are to reference the State's SDLC guidelines for more information.

## **2.9 Post Installation Warranty**

- 2.9.1 The Offeror shall provide a warranty, at a minimum of one year, for the accepted DCIS COTS software. The warranty period begins upon the date of the State's formal written notice to the Offeror of the successful completion of the Software Acceptance (as specified in Section 2.7 Software Delivery and Acceptance Criteria Process)).
- 2.9.2 All software defects shall be repaired under the warranty and must be done so at no additional cost to the State.

## **2.10 Software Support, Maintenance, and Consulting Services**

- 2.10.1 The Offeror shall provide software support for the entire term of the contract for all software licenses purchased.
- 2.10.2 The Offeror shall provide support for software issues that cannot be resolved by the State. Issues that cannot be resolved via the State's service desk and the State's implementation team will be forwarded to the Offeror's service desk for response and resolution.
- 2.10.3 The Offeror's service desk shall be available by telephone between the hours of 7:30AM to 5:30PM ET from Monday to Friday excluding State Office closings. The Offeror's software support for service desk and problem resolution shall include, but is not limited to, application troubleshooting.
- 2.10.4 For issues that require escalation beyond the Offeror's service desk, the Offeror shall provide a document that defines the process and procedures that comply with the State's Service Level Agreement (SLA) in Attachment P. The Offeror shall maintain this information with correct and current data during the course of the maintenance period.
- 2.10.5 The maintenance period for the Post-Award Evaluation Phase shall begin at the conclusion of the Post-Award Evaluation Software warranty period, and will end at the conclusion of Post-Award Evaluation Phase. Additionally, the maintenance period for the production software shall begin at the conclusion of the production software warranty period. The maintenance period for the production software shall continue for the duration of the Offeror's contract.
- 2.10.6 The Offeror shall be required to provide resolution to defects using the processes defined in Attachment P - Service Level Agreement (SLA).
- 2.10.7 The Offeror shall provide the State with all scheduled and emergency updates to the actual, purchased Post-Award Evaluation Phase and production software as they become available. System support for this procurement includes new versions and updates, as required, including all associated system documentation. The software and documentation updates shall be electronically downloadable.
- 2.10.8 The Offeror shall provide software support during the Post-Award Evaluation Phase for the following criteria within five (5) business days:
- activation of software licenses, and
  - resolution of errors during software license activation.
- 2.10.9 The Offeror shall provide assistance, during the Post-Award Evaluation Phase, to restore lapsed service of the software licenses within 5 business days of notification by the State.
- 2.10.10 The Offeror shall provide, within five (5) business days of notification by the State, Subject Matter Experts (SMEs) who can assist the CCU in understanding DCIS COTS software best practices.

2.10.11 The Offeror shall provide, within five (5) business days of notification by the State, SMEs to assist the CCU in how to change CCU business processes to improve the performance of the CCU project and increase the utility of the DCIS COTS software.

## **2.11 Training**

2.11.1 The Offeror shall provide training for State personnel who will participate in the COTS Fit-gap analysis. The Offeror shall provide a recommended training program that addresses the training requirements of all user types defined in section 2.11.3. The recommendation shall include at a minimum:

- Types of training recommended (Instructor, Computer Based Training, Webinar, etc.) for each user type
- Recommended hours of training for each user type
- Proposed training syllabus/curriculum outlines
- Recommended training materials (presentations, handouts)
- Training Plan that includes all of the above

2.11.2 Costs associated with each type of training recommended, as well as the other training deliverables listed above, shall be included as separate line items in the Offeror's Cost Proposal (Attachment E). Costs associated with each type of training and training deliverable shall be inclusive of all activities necessary to complete the task such as:

- Resource hours
- Travel costs
- Training material production costs

2.11.3 The State shall require different types of training materials and techniques for the various user roles. The Offeror awarded this contract shall provide the training materials defined in section 2.11.1 for each user role. The anticipated user roles/descriptions include:

- State Client users shall receive training on referring debts, submitting adjustments, reviewing Debt Account information, retrieving State Client statements, and generating State Client specific reports.
- Collections users shall receive training on all collection-related functions of the DCIS solution, including Debt Account updates, creating alerts and notifications, generating reports, interaction of workflows, sorting Debt Accounts, generating notices/letters, and transferring accounts to legal.
- Accounting users shall receive training on all accounting transaction processing, including payment posting functions, preparation and modification of reports, processing credit and debit related transactions, generating State Client statements, accounting workflow, debt adjustment processing, reconciliation, intercept payment processes, month-end close processes, updating victim information and processing disbursements to victims for current Victim Restitution Debt Accounts.
- Legal Measures users shall receive training on preparing, monitoring, and executing actions on legal cases, including Debt Account updates, interaction of workflows, drafting court forms, garnishing wages, and various legal support functions. The Legal Measures users also perform tasks outside their specialty, and will require training on skip tracing tasks and other collection activities.

- Division of Parole and Probation (DPP) users shall receive training on collection-related functions of the DCIS solution, including Debt Account updates, creating alerts and notifications, generating reports, interaction of workflows, sorting Debt Accounts, generating notices/letters, and updating victim information for current Victim Restitution Debt Accounts.
- Unit managers (for Collections, Accounting, and Legal) shall receive additional training on creating and generating reports on the performance of people and functions over which they have responsibility. Unit manager training shall also include creating workflows, updating configurations, and defining business rules for their specific area of responsibility. Unit managers shall receive training on their specific areas in order to demonstrate specific system functions to other users
- Application administrators shall receive training on supporting and maintaining the DCIS solution, including creating workflows, updating configurations, defining business rules, administering users, configuring pages, creating reports, setting user security permissions (field-level access configuration), monitoring system performance, and reviewing system usage and user activity.

2.11.4 Additional user types/roles may be identified during the course of the COTS Fit-gap analysis. The Offeror shall assume that some flexibility will be required to adjust the training plan as necessary to account for this. However, the total number of users requiring training shall not greatly exceed the numbers defined in this section.

The following resources and constraints known at this time are:

- The State will provide training facilities that are similarly equipped with training rooms and workstations so that each trainee will have an opportunity during training for hands-on practice.
- The Offeror shall conduct each type of training for each category of user identified in Section 2.11.3.
- The Offeror shall customize the training for each user role to address varying levels of proficiency with the Internet and personal computer technology.
- The Offeror shall customize existing training presentations or written materials addressing modifications, configurations, and procedures employing the State’s terminology.
- The Offeror shall conduct training classes for a total of, approximately, up to 25 users, with optimal class sizes and duration recommended by the Offeror. Training classes are expected to occur over several weeks at different training locations throughout the State.

2.11.5 The State reserves the right to purchase production training from the Offeror. The Offeror shall propose production training that meets the requirements stated above.

## **2.12 Invoicing**

2.12.1 The Contractor shall submit a DPAF (provided as Attachment M) to the Contract Manager for signature. DPAFs shall be submitted as Microsoft Word documents by email. Following the return of the executed DPAF indicating “Accepted” and signed by the

Contract Manager, the Contractor shall submit an invoice in accordance with the procedures in Section 2.12.1.

The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld. All invoices shall be submitted within 30 calendar days after the completion and acceptance by the State for each scheduled software delivery listed in Section 2.12.2. Invoices submitted without the required information will not be processed for payment until the Offeror provides the required information.

2.12.2 The invoice shall identify “DoIT Fiscal Services” as the recipient and contain the following information:

- Invoice period (Period of performance covered by the invoice)
- Invoice date
- Invoice number
- Contractor name
- Federal taxpayer identification or (if owned by an individual) his/her Social Security number
- Contract number / Purchase Order number(s) being billed
- Contractor point of contact with telephone number
- Remittance address
- Deliverable name “CCU Debt Collection Information System (DCIS)”
- Deliverable number, as found in “2.14 Deliverables, Support Requirements, & Acceptance Criteria”
- Name and address of the Requesting Agency (DoIT CCU Project Office)
- Amount due
- Approved timecards, if applicable

A) The Contractor shall send the original of each invoice and supporting documentation (itemized deliverables reference for each deliverable and signed Deliverable Product Acceptance Form (DPAF), Attachment M, for each deliverable being invoiced) submitted for payment to the DBM to the following email addresses:

LaFrance.Garlington@maryland.gov  
David.Woodard@maryland.gov  
Sheila.Graham@maryland.gov

B) Invoice 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 or the State will refuse payment.

2.12.3 The Offeror shall invoice the State upon the State’s acceptance of each deliverable as defined in Section 2.14 Deliverables, Support Requirements, & Acceptance Criteria.

## 2.13 Minimum Qualifications

2.13.1 Offerors shall meet the following minimum qualification criteria to be eligible for consideration in the evaluation of this RFP.

- Successful implementation and operation of a debt collection solution which includes legal, accounting, and cashiering functions with a minimum of 130 core debt collection users. The Offeror’s proposal and references will be used to verify minimum qualifications.
- Experience providing debt collection COTS software for a minimum of seven (7) years to the government or commercial market.
- Successful software implementation with a debt collection entity encompassing at least \$1.5 billion in receivables and at least 1.8 million Debt Accounts.
- Experience with customizing COTS software for a minimum of five (5) years to meet specific business rules and requirements.

## 2.14 Deliverables, Support Requirements, & Acceptance Criteria

The State will issue a NTP for each deliverable in the following table. Each deliverable will be exercised at the State’s option. Offerors are required to provide a price for each deliverable in Attachment E. Dates provided in the table represent the State’s expected Not to Exceed duration of each deliverable.

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>Acceptance Criteria</b>	<b>Delivery Date</b>
2.14.1	Project Management Plan	<ul style="list-style-type: none"> <li>• Compliant with Project Management Institute (PMI) standards and addresses all nine (9) Project Management Body of Knowledge (PMBOK) areas.</li> </ul>	NTP + 15 Calendar Days
2.14.2	Project Schedule	<ul style="list-style-type: none"> <li>• Project Schedule including all deliverables in Microsoft Project.</li> <li>• The Project Schedule shall comply with the State’s SDLC guidelines and include, but is not limited to, addressing the following items:               <ul style="list-style-type: none"> <li>• Developing the baseline project schedule after analyzing all defined WBS activities and work packages, sequence, resources, and duration</li> <li>• Scheduled activities 80 hours or less per activity.</li> <li>• Schedule Milestones for known schedule requirements and constraints</li> <li>• Procedures and schedule performance indicators for reporting project progress and who will be accountable for reporting and maintaining the schedule</li> <li>• Definition of the schedule change process, including approvals and notification</li> </ul> </li> </ul>	NTP + 15 Calendar Days

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>Acceptance Criteria</b>	<b>Delivery Date</b>
		<ul style="list-style-type: none"> <li>• Procedures and schedule for reviewing and updating the baseline plan</li> <li>• Procedures for schedule performance corrective actions</li> </ul>	
2.14.3	Status Report	<ul style="list-style-type: none"> <li>• Includes 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 software defects, cost variances, and all deliverables for the previous and current month.</li> <li>• Refer to Attachment R – CCU DCIS Project – Monthly Status Report Template.</li> </ul>	Monthly, by the 10 <sup>th</sup> of each month.
2.14.4	Post-Award Evaluation Phase: Delivery and Installation	<ul style="list-style-type: none"> <li>• Completed Delivery and installation checklist.</li> <li>• Completed CCU DCIS VDD with each software delivery.</li> <li>• Successfully delivered and installed software on State provided hardware.</li> <li>• Ability to log-in, use the software, and visually inspect each DCIS COTS product selected by the State.</li> </ul>	Deliverable Number 2.14.4 NTP + 30 Calendar Days
2.14.5	Post-Award Evaluation Phase: Test Database and Load	<ul style="list-style-type: none"> <li>• A test database loaded with sufficient test data to perform the required Acceptance Testing.</li> <li>• Ability to log-in to DCIS COTS products with different user roles.</li> <li>• Ability to navigate and view one or more Debt Accounts and its associated legal cases, accounting records, reports, letters, and dashboard.</li> <li>• Ability to back-up, re-load and restore test data.</li> </ul>	Deliverable Number 2.14.5 NTP + 30 Calendar Days
2.14.6	Post-Award Evaluation Phase: Training	<ul style="list-style-type: none"> <li>• User’s guide is concise and free of error.</li> <li>• Classroom training is presented at an appropriate level to achieve practical application and use of software.</li> <li>• Training is conducted by user type.</li> </ul>	Deliverable Number 2.14.6 NTP + 15 Calendar Days



Deliverable Number	Deliverable Name	Acceptance Criteria	Delivery Date
2.14.7	Post-Award Evaluation Phase: Acceptance Test Plan	<p>Microsoft Word document that:</p> <ul style="list-style-type: none"> <li>• Tests map to functional and technical requirements as specified in Attachment I - Functional and Technical Requirements.</li> <li>• Test plan written to address all system functions including system performance and system reliability.</li> <li>• Criteria for establishing test data base.</li> <li>• Test Plan complies with the State's SDLC guidelines and include, but is not limited to, addressing the following items: <ul style="list-style-type: none"> <li>▪ test approach / scenarios;</li> <li>▪ features to be tested, features not to be tested;</li> <li>▪ pass / fail criteria;</li> <li>▪ testing process, environment requirements;</li> <li>▪ change management procedures;</li> <li>▪ plan approvals;</li> <li>▪ test cases which include test case description, expected test case result, and actual test case result.</li> </ul> </li> </ul>	Deliverable Number 2.14.7 NTP + 20 Calendar Days
2.14.8	Post-Award Evaluation Phase: Acceptance Testing	<ul style="list-style-type: none"> <li>• Confirmation that the DCIS COTS software and its component processes function as specified in the Offeror's proposal on the State's technical infrastructure.</li> <li>• Documented report of test results.</li> <li>• Defect log that documents all defects identified during Acceptance Testing.</li> <li>• Acceptance Testing shall include, but not limited to, a detailed listing of supplied input, expected results, tested results and pass or fail, detailed listing of failed tests, remediation plan of failed tests, percentage of passing and failing, and critical functionality unable to pass tests that jeopardize production go live date.</li> <li>• Acceptance Test Approval to be signed by the designated State representative serving as confirmation that the DCIS COTS evaluation software met the requirements identified in the Offeror's proposal.</li> </ul>	<p>Deliverable Number 2.14.8 NTP to be issued following the State's acceptance of Deliverable Numbers 2.14.4, 2.14.5, 2.14.6, 2.14.7</p> <p>Deliverable Number 2.14.8 NTP + 60 Calendar Days</p>

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>Acceptance Criteria</b>	<b>Delivery Date</b>
2.14.9	Post-Award Evaluation Phase: Software Warranty	<ul style="list-style-type: none"> <li>• Completed software warranty, of a minimum of one year, for the accepted DCIS COTS evaluation software.</li> <li>• All software defects shall be repaired under the warranty and must be done so at no additional cost to the State.</li> <li>• Completed CCU DCIS VDD with each software delivery.</li> </ul>	<p>Deliverable Number 2.14.9 NTP to be issued following the State's acceptance of Deliverable Number 2.14.8</p> <p>Deliverable Number 2.14.9 NTP + Offeror proposed warranty period (a minimum of one year)</p>
2.14.10	Post-Award Evaluation Phase: Annual Software Support	<ul style="list-style-type: none"> <li>• Assistance with the active evaluation software licenses for the period of the evaluation is provided within five (5) business days.</li> <li>• Assistance is available to restore lapsed evaluation software licenses during the evaluation period within five (5) business days.</li> <li>• Offeror's Service Desk is available by telephone to software support technicians and system administrators between the hours of 7:30AM to 5:30PM from Monday to Friday.</li> <li>• Resolution to defects are resolved per Section 2.10.6.</li> <li>• Enhancement updates to the software are provided as they become available.</li> <li>• Completed CCU DCIS VDD with each software delivery</li> </ul>	<p>Deliverable Number 2.14.10 NTP to be issued following the State's acceptance of Deliverable Number 2.14.8</p> <p>Deliverable Number 2.14.10 NTP + Evaluation Period</p>
2.14.11	Post-Award Evaluation Phase: Software Maintenance	<ul style="list-style-type: none"> <li>• New software releases: <ul style="list-style-type: none"> <li>• fix known software bugs to the DCIS evaluation software,</li> <li>• bring the DCIS evaluation software to the current release level, and</li> <li>• integrate seamlessly with DCIS functionality.</li> </ul> </li> <li>• Software vendor provides: <ul style="list-style-type: none"> <li>• a formal, written software release strategy,</li> <li>• timely notification of new software releases, and</li> <li>• installation support for new software releases.</li> </ul> </li> </ul>	<p>Deliverable Number 2.14.11 NTP to be issued following the State's acceptance of Deliverable Number 2.14.9</p> <p>Deliverable Number 2.14.11 NTP + Evaluation Period</p>

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>Acceptance Criteria</b>	<b>Delivery Date</b>
		<ul style="list-style-type: none"> <li>Completed CCU DCIS VDD with each software delivery</li> </ul>	
2.14.12	Post-Award Evaluation Phase: COTS Fit-Gap Analysis	<ul style="list-style-type: none"> <li>Microsoft Word document that: <ul style="list-style-type: none"> <li>Identifies in detail the extent to which the COTS solution meets each of the validated requirements and how all gaps will be addressed in the new system.</li> <li>Test the veracity, requirement by requirement, of the COTS solution to meet the integrated workflow, business rules, software and technical requirements.</li> <li>Complies with the State's SDLC guidelines.</li> </ul> </li> </ul>	Deliverable Number 2.14.12 NTP to be issued following the State's acceptance of Deliverable Number 2.14.8  Deliverable Number 2.14.12 NTP + 20 Calendar Days
2.14.13	Production Software: Delivery and Installation	<ul style="list-style-type: none"> <li>Completed CCU DCIS VDD with each software delivery.</li> <li>Successfully delivered and installed software on State provided hardware.</li> <li>Ability to log-in, navigate, use the software, and visually inspect each DCIS COTS product selected and installed on State provided hardware.</li> </ul> <p>*Note: This item is dependent on the State's award of a contract for implementation services.</p>	Deliverable Number 2.14.13 NTP to be issued following the implementation contract award  Deliverable Number 2.14.13 NTP + 20 Calendar Days
2.14.14	Production Software: Test Database and Load	<ul style="list-style-type: none"> <li>A fully configured testing database loaded with sufficient test data to perform the required Acceptance Testing.</li> <li>Ability to log-in to DCIS COTS products with different user roles.</li> <li>Ability to navigate and view one or more Debt Accounts and its associated legal cases, accounting records, reports, letters, and dashboard.</li> <li>Ability to reload and back-up and restore test data.</li> </ul> <p>*Note: This item is dependent on the State's award of a contract for implementation services.</p>	Deliverable Number 2.14.14 NTP + 15 Calendar Days

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>Acceptance Criteria</b>	<b>Delivery Date</b>
2.14.15	Production Software: Training	<ul style="list-style-type: none"> <li>• User’s guide (in Microsoft Office or PDF format) is concise and free of error.</li> <li>• Classroom training is presented at an appropriate level to achieve practical application and use of software.</li> <li>• Training is conducted by user type.</li> </ul> <p>*Note: The State reserves the right to request Production Software Training</p> <p>*Note: This item is dependent on the State’s award of a contract for implementation services.</p>	Deliverable Number 2.14.15 NTP + 15 Calendar Days
2.14.16	Production Software: Acceptance Test Plan	<ul style="list-style-type: none"> <li>• Microsoft Word document where: <ul style="list-style-type: none"> <li>• Tests are clearly documented.</li> <li>• Tests are feasible to implement, clearly stated, and consistent.</li> <li>• Tests map to functional and technical requirements as specified in Attachment I - Functional and Technical Requirements.</li> <li>• Test plan sampling is sufficient to test all system functions, system performance and system reliability.</li> <li>• Correct participants are involved in developing the test plan.</li> </ul> </li> </ul> <p>*Note: This item is dependent on the State’s award of a contract for implementation services.</p>	Deliverable Number 2.14.16 NTP + 15 Calendar Days
2.14.17	Production Software: Acceptance Testing	<ul style="list-style-type: none"> <li>• Confirmation that the DCIS COTS software and its component processes function as specified in the Offeror’s proposal on the State’s technical infrastructure.</li> </ul> <p>*Note: This item is dependent on the State’s award of a contract for implementation services.</p>	Deliverable Number 2.14.17 NTP + 90 Calendar Days
2.14.18	Production Software: Warranty	<ul style="list-style-type: none"> <li>• Provide a warranty, at a minimum of one year, for the accepted DCIS COTS production software.</li> <li>• All software defects shall be repaired under the warranty and must be done so at no additional</li> </ul>	Deliverable Number 2.14.18 NTP to be issued following the State’s

Deliverable Number	Deliverable Name	Acceptance Criteria	Delivery Date
		<p>cost to the State.</p> <ul style="list-style-type: none"> <li>Completed CCU DCIS VDD with each software delivery</li> </ul> <p>*Note: This item is dependent on the State's award of a contract for implementation services.</p>	<p>acceptance of Deliverable Number 2.14.17</p> <p>Deliverable Number 2.14.18 NTP + Offeror proposed warranty period (a minimum of one year)</p>
2.14.19	Production Software: Annual Software Support	<ul style="list-style-type: none"> <li>Offeror's Service Desk is available by telephone to software support technicians and system administrators between the hours of 7:30AM to 5:30PM ET from Monday to Friday.</li> <li>Resolution to defects are resolved per Section 2.10.6.</li> <li>Enhancement updates to the software are provided as they become available.</li> <li>Completed CCU DCIS VDD with each software delivery</li> </ul> <p>*Note: This item is dependent on the State's award of a contract for implementation services.</p>	<p>Deliverable Number 2.14.19 NTP to be issued following the State's acceptance of Deliverable Number 2.14.17</p> <p>Deliverable Number 2.14.19 NTP + Contract Period</p>
2.14.20	Production Software: Maintenance	<ul style="list-style-type: none"> <li>New software releases: <ul style="list-style-type: none"> <li>fix known software bugs to the DCIS production software,</li> <li>bring the DCIS production software to the current release level, and</li> <li>integrate seamlessly with DCIS functionality.</li> </ul> </li> <li>Software vendor provides: <ul style="list-style-type: none"> <li>a formal, written software release strategy,</li> <li>timely notification of new software releases, and</li> <li>installation support for new software releases.</li> </ul> </li> <li>Completed CCU DCIS VDD with each software delivery</li> </ul> <p>*Note: This item is dependent on the State's award of a contract for implementation services.</p>	<p>Completion of the Production Software Warranty Period</p>

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>Acceptance Criteria</b>	<b>Delivery Date</b>
2.14.21	Consulting Services	<ul style="list-style-type: none"> <li>• Access to contractor-provided personnel who can assist the CCU in understanding DCIS COTS software and best practices.</li> <li>• Access to contractor-provided personnel to assist the CCU to complete the requirements phase including the COTS Fit-gap analysis</li> <li>• Access to contractor-provided personnel to assist the CCU in how to change CCU business processes, improve the performance of the CCU project and improve the usability of the DCIS COTS software.</li> <li>• Refer to Attachment S – Labor Category Descriptions and Minimum Qualifications</li> </ul>	NTP + 5 Calendar Days

**2.15 Deliverable Development Process**

- 2.15.1 The Contractor shall prepare and provide to the State all deliverables outlined in Section 2.14 Deliverables, Support Requirements, & Acceptance Criteria of this RFP. For each deliverable prepared under this Contract, the Contractor shall prepare a Deliverable Expectation Document (DED) and obtain the State’s approval of the DED 30 days prior to beginning work on the deliverable (with the exception of deliverables which are due at the beginning of the project where this lead time is not possible). The DED shall be prepared with sufficient lead time to allow for State review and approval of the DED prior to work needing to begin on the actual deliverable. Where there is an appropriate State of Maryland Systems Development Lifecycle (SDLC) template for a deliverable, this template shall be the starting point for the preparation of a DED for that deliverable.
- 2.15.2 The DED shall identify the content (i.e., outline) for the deliverable, acceptance criteria for the deliverable, review complexity, and identify the State’s approvers. If more than one (1) instance of a deliverable shall be delivered to the State, a DED shall be created for the first instance of the deliverable. Additional deliverables having similar content (outline) and objectives will not require a DED. The DED shall be approved by the State’s PM or designee prior to the delivery by the Contractor of a deliverable for review and acceptance by the State.
- 2.15.3 Specific acceptance criteria shall be defined for each deliverable in the DED for that deliverable. The acceptance criteria stated in Section 2.14 Deliverables, Support Requirements, & Acceptance Criteria shall be used as the basis for developing the specific acceptance criteria. In addition to the specific acceptance criteria for each deliverable, the Contractor shall ensure that all deliverables are developed in compliance with the State’s functional and technical requirements, completed within the timelines outlined in Section 2.14 Deliverables, Support Requirements, & Acceptance Criteria and consistent with industry best practices in terms of deliverable completeness, clarity, and quality.

- 2.15.4 The Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State for review. The Contractor shall utilize the DED for that deliverable as the guideline for conducting its internal quality-control review.
- 2.15.5 Following submission of the deliverable, the State shall review the deliverable to determine readiness for use and compliance with the acceptance criteria as defined in the approved DED. If the State finds deficiencies in a deliverable, it will formally communicate them in writing to the Contractor, describing in reasonable detail deficiencies that shall be corrected prior to acceptance of the deliverable. The Contractor shall correct deficiencies and resubmit the corrected deliverable for review within the agreed upon time period for correction, or as specified in the DED.
- 2.15.6 A standard deliverable review cycle shall be elaborated and agreed-upon between the State and the Contractor. This review process is entered into when the Contractor completes a deliverable. The DED shall identify the review periods.
- 2.15.7 For each deliverable, the State's PM or designee is responsible for coordinating comments and input from various project team members and stakeholders. It is the responsibility of the State's PM or designee to provide clear guidance and direction to the Contractor in the event of divergent feedback from various team members.

## **2.16 Required Project Policies, Guidelines and Methodologies**

The Offeror 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. The Offeror shall adhere to, and remain abreast of, current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at

<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under "Policies and Guidance."

These shall include, but are not limited to:

- The State's System Development Life Cycle (SDLC) methodology (<http://doit.maryland.gov/SDLC/COTS/Pages/Phase01Multiple.aspx>)
- The Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK)
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The State of Maryland Non-Visual Access requirements

## SECTION 3 - PROPOSAL FORMAT

### 3.1 Two Part Submission

3.1 Offerors must submit proposals in two (2) separate volumes:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

### 3.2 Proposals

3.2.1 Volume I - Technical Proposal, must be sealed separately from Volume II - Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.5 of this RFP).

3.2.2 An unbound original, so identified, and five (5) copies of each volume are to be submitted. An electronic version of both the Volume I - Technical Proposal in Microsoft Word format and the Volume II - Financial Proposal in Microsoft Excel format must also be submitted with the unbound original Technical or Financial volumes, as appropriate.

3.2.3 Electronic media shall be a CD and bear a label with the RFP title and number, name of the Offeror, and the volume number (I or II).

3.2.4 Unnecessarily elaborate proposals beyond those sufficient to provide a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness, ability to provide efficient work products or an understanding of the State's requirements. Elaborate artwork, expensive paper and bindings, and expensive visual or other presentation aids are neither necessary nor desired unless they contribute to the State's understanding of the proposal content within the context of the evaluation criteria and selection procedure in Section 4 of this solicitation.

Wherever proposal page limitations are stated, any page size up to 8 ½" x 11" (or metric equivalent) will be considered as a single page. The Offeror may include pages larger than 8 ½" x 11", however such pages will count as two or more pages, rounding up to the next increment of 8 ½" x 11". Font sizes for text portions of the technical proposal should not be less than Times New Roman, 12 point or approximate equivalent. The font size restriction does not apply to small text in charts or similar presentations. Clever attempts to circumvent, or failure to comply with, the spirit of page or font size limitations will not be viewed favorably and may be evaluated as indicative of the type of performance the State might expect from the Offeror under this project.

### 3.3 Submission

3.3.1 Each Offeror is required to submit a separate sealed package for each volume, which is to be labeled Volume I - Technical Proposal and Volume II - Financial Proposal, respectively. Each sealed package must bear the RFP title and number, name and address of the Offeror,



the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package.

- 3.3.2 All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page “x”).

#### **3.4 Volume I - Technical Proposal**

- 3.4.1 Transmittal Letter: A transmittal letter must accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter shall be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the Technical Proposal.
- 3.4.2 Format of Technical Proposal: Inside the sealed package described in Section 3.3, above, an unbound original, to be so labeled, a CD of the Technical Proposal in Microsoft Word format must be enclosed with one original paper copy of the Technical Proposal. Section 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror’s Technical Proposal shall be organized and numbered in the same order as this RFP. This proposal organization shall allow Department officials and the Evaluation Committee to “map” Offeror’s responses directly to RFP requirements by paragraph number. The Technical Proposal shall include the following sections in the stated order:
- 3.4.2.1 Title and Table of Contents (no page limitation): The Technical Proposal shall 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 for the Technical Proposal should follow the title page.
- Note:** Information that is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror’s Technical Proposal, and if applicable, also in its Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.
- 3.4.2.2 Executive Summary (page limitation – 2 pages): The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.” 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 an Offeror takes no exception to the State’s terms and conditions, the Executive Summary should so state.

### 3.4.2.3 Software Functional Matching:

3.4.2.3.1 The Offeror shall fill out and submit the RFP Attachment I.1 – Functional and Technical Requirements to reflect those requirements that can be met with the DCIS COTS. Follow the instructions to submit required data as explained in Attachment I (no page limitation; Offeror must submit completed Attachment).

3.4.2.3.2 Additionally, the Offeror shall provide statements of software characteristics and capabilities to include (page limitation – 20 pages):

- Details of the system’s ability to handle data encryption
- Details of the system’s ability to handle data import/export in EBCDIC and ASCII format
- Details on the average size of each page (file size in KB) for the DCIS. In addition to the average, also list the smallest page file size, and the largest page file size
- Details of the system’s ability to create, change, view, and report configurations
- Details of the system’s ability to provide dashboards to portray business information
- Details of the system’s centralized system administration
- Details of the system’s ease of use
- Details of the system’s ability to provide use of open architecture (public standard and/or open source software such as Linux and SQL)
- Details of pre-delivery and post-delivery software maintenance
- Details of the software defect/error escalation policy

### 3.4.2.4 Offeror Technical Response to RFP Requirements (page limitation – 50 pages):

3.4.2.4.1 General: The Offeror shall address each RFP requirement in the Technical Proposal and describe how its proposed software and services will meet those requirements. If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As stated previously, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that responds to a work requirement shall not merely rely on a stated agreement to perform the requested work; but rather, the Offeror shall outline how the Offeror can fulfill the requested tasks in a manner that best meets the State’s needs.

3.4.2.4.2 Technical Architecture: When identifying the proposed Technical Infrastructure requirements (RFP Section 2.3), the Offeror shall identify the optimal as well as minimal requirements. Offerors shall include a response for each of the following areas:

- Describe the optimal and minimal hardware environment (both client and server) required to utilize the proposed software. In the event there is more than one suitable hardware platform, list all options indicating the relative strengths and weaknesses (if any) of each.
- Describe the optimal and minimal network environment required to utilize the proposed software. This includes identifying the appropriate network performance required to support the end users of the proposed application. In the event that there is more than one suitable network configuration, list all options, including the relative strengths and weaknesses (if any) of each.
- Identify the operating system required by the proposed applications software and database management system in the hardware environment recommended above. In the event there is more than one suitable operating system or an optimal system, list all options indicating the relative strengths and weaknesses (if any) of each.
- The Offeror shall identify the ideal database platform choices for the proposed software. In the event that there is more than one suitable database platform, list all options, including the relative strengths and weaknesses (if any) of each.

3.4.2.4.3 Flexibility: Provide a narrative of the system's flexibility and extensibility of the software for ease of implementing changes creating new functionality and features, to include:

- Details of the ability of the system to add or change file import and export formats and protocols
- Details of the ability of the system to add or change work flow processes
- Details of the ability of the system to change or add a new type of client
- Details of the system's upgrade procedures

3.4.2.4.4 Integration: The Offeror shall describe the proposed DCIS COTS software components, complementary products, and third party applications that are partially or fully integrated as part of the

**integrated solution as proposed** in Attachment I.1 - Functional and Technical Requirements.

The Offeror shall provide a comprehensive list of DCIS COTS proposed software, using Attachment T – DCIS COTS Product Listing, to include the following:

- Modules, sub-modules and other software components which require a separate license fee,
- Software components owned by the Offeror, and
- Complementary products and third party application owned by a third party.

Please note that Offerors may list complementary products and third party applications recommended to the State as part of the DCIS COTS solution in Attachment T – DCIS COTS Product Listing.

3.4.2.4.5 Workflow Capabilities: Provide a narrative of the system software operation for electronic routing, how the workflow rules are established, and how workflow interfaces with popular email programs such as Microsoft Outlook and Google Applications with the Chrome browser. Also, describe any potential changes in CCU workflow provided by COTS software to meet the business requirements of the CCU. Use screen captures to illustrate the software operation.

3.4.2.4.6 Administration/Development Toolsets: Offeror shall describe the following:

- Application toolsets included with the software
- Unique programming requirements
- Tools available to configure and customize the software (to add fields, create new tables and reports, and change menus)

3.4.2.4.7 Security: Offeror shall describe the following:

- Security tools included with the software
- Describe administration tools to establish and maintain user roles
- How application restricts access to the administrative tool, application, menu, records, fields, and querying/reporting
- What is included in the user security profile
- How is the security profile defined

3.4.2.4.8 Upgrade Tools: Offeror shall describe the following:

- Recommended upgrade frequency for the proposed DCIS
- Frequency of upgrades provided, both minor and major
- How patches, fixes, and upgrades are deployed and applied

- What happens to software customizations (user-defined tables, source code changes, and fields) during an upgrade
- How many prior versions of the software does the Offeror support
- Length of time to implement a typical upgrade in an organization similar in size to Maryland

3.4.2.4.9 Reporting and Analysis Tools: Offeror shall describe the following:

- Querying and reporting tools available within the proposed DCIS
- On-line analytical processing tools available within the proposed DCIS
- Interfaces to common desktop application packages, such as, Chrome and MS Office
- Security definitions that apply to the reporting tools on the main software application
- List of standard reports and examples, by module (available “out-of-the box”)

3.4.2.4.10 On-going Internal Functional and Technical Support: Offeror shall describe the recommended make-up of internal functional and technical support of the DCIS, the number of staff and the skill sets required to adequately maintain the system post implementation.

3.4.2.4.11 Reliance on Best Business Practices/Degree of Process Reengineering Imposed or Required: Offeror shall describe in detail the best business practices that are built into the proposed DCIS software. Explain how these practices pertain to the State’s business processes and technical operations in particular.

3.4.2.4.12 Training: Offeror shall provide an overview describing the recommended approach and training services for both the COTS Fit-gap analysis and the Production Phase, as follows:

- Customization of Offeror’s existing training presentations or written materials addressing modifications, configurations, and procedures employing the State’s terminology.
- Certification tests that challenge the trainee to demonstrate hands-on proficiency with the proposed DCIS.
- Remediation options other than repeating the training.
- Efficient and effective use of classroom training.
- Follow-up training materials for more realistic, extensive hands-on practice to prevent loss of knowledge and skills.
- Online, self-paced instruction in combination with or

complementary to other delivery techniques.

For each user role described in RFP Section 2.11, the Offeror shall address the following:

- Recommended number of days or hours of training
- Recommended areas (courses) of training
- Recommended training techniques and options
- Activities that occur prior to or following training sessions
- Recommendation on training delivery for each phase of the project.

3.4.2.4.13 Maintenance: Offeror shall provide an overview describing the software support and maintenance for the proposed solution.

3.4.2.4.14 Submit the Offeror's proposed SLA to comply with the requirements of the Attachment P - SLA.

3.4.2.5 Offeror Experience and Capabilities (no page limitation): Offerors shall include information on past experience with similar requirements. Offerors shall describe their experience and capabilities through a response to the following:

3.4.2.5.1 An overview of the Offeror's experience providing DCIS COTS software similar to that included in this RFP. This description shall include:

- A successful implementation and operation of a debt collection solution which includes legal, accounting, and cashing functions with a minimum of 130 core debt collection users.
- Identify the number of years of experience providing debt collection COTS software to the government or commercial market.
- A successful software implementation with a debt collection entity encompassing at least \$1.5 billion in receivables and at least 1.8 million Debt Accounts.
- Identify the number of years of experience customizing COTS software to meet specific business rules and requirements.
- Detailed description of existing customer base.
- The number of Clients and geographic locations the Offeror currently serves.

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

- The State contracting entity
- A brief description of the services/goods provided

- The dollar value of the contract
- The term of the contract
- The State employee contact person (name, title, telephone number and if possible e-mail address)
- Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised

The Procurement Officer or a designee will contact the identified State agencies or the most appropriate ones if many contracts are involved, to ascertain the Offeror's level of performance of State contracts. Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

3.4.2.6 References (page limitation – 2 pages per reference): Provide three (3) **existing customer** references where the customer has at least \$1.5 billion in receivables, at least 1.8 million Debt Accounts, and 130 users. The reference must be a reference using the collections COTS product being proposed. Offeror must provide the following information for each Client reference:

- Name of Client Organization
- Name, title, and telephone number of Point-of-Contact for Client organization
- Value, type, and duration of contract(s) supporting Client organization
- The services provided, scope of the contract, geographic area being supported, performance objectives satisfied, and number of employees serviced

3.4.2.7 Financial Information (no page limitation): Financial Capability and Insurance: The Offeror shall include the following:

3.4.2.7.1 Evidence that the Offeror has the financial capacity to provide the software via profit and loss statements and balance sheets for the last two (2) years.

3.4.2.7.2 A copy of the Offeror's current certificates of insurance (property, casualty and liability), which, at a minimum, shall contain the following:

- Carrier (name and address)
- Type of insurance
- Amount of coverage
- Period covered by insurance
- Exclusions

3.4.2.8 Subcontractors (page limitation – 1 page per subcontractor): Offerors shall identify non-MBE subcontractors, if any, and the role these subcontractors shall have in the performance of the Contract.

3.4.2.9 Required Affidavits, Schedules, and Documents to be submitted by Offeror in the Technical Proposal (no page limitation, each affidavit to be completed and submitted):

- Completed Bid/Proposal Affidavit (Attachment B - with original of Technical Proposal)
- Completed Conflict of Interest Affidavit/Disclosure (Attachment F)
- Completed Living Wage Affidavit (Attachment H)
- Completed RFP Attachment I.1 – Functional and Technical Requirements
- Completed CCU DCIS Product Listing (Attachment T)

**3.5 Volume II - Financial Proposal**

- 3.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an original unbound copy, five bound copies, and one electronic copy of the Financial Proposal in a separate envelope labeled as described in Section 3.3, of the Financial Proposal. The Financial Proposal must contain all price information in the format specified in Attachment E – Price Proposal Forms. Information which is claimed to be confidential is to be clearly identified in the Offeror’s Financial Proposal. An explanation for each claim of confidentiality shall be included as part of the Financial Proposal. This is a fixed price Contract; prices are all inclusive and shall encompass all requirements in the RFP. There is no page limitation for Volume II – Financial Proposal.

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## SECTION 4 - EVALUATION CRITERIA AND SELECTION PROCEDURE

### 4.1 Evaluation Criteria

- 4.1.1 Evaluation of the proposals shall be performed by a committee organized for the purpose of analyzing the technical proposals. Evaluations shall be based on the criteria set forth below. The Contract resulting from this RFP shall be awarded to the Offeror that is most advantageous to the State, considering price and the evaluation factors set forth herein. In making this determination, technical factors shall receive greater weight than price factors.
- 4.1.2 The Offeror shall be evaluated on the minimum qualifications according to the specifications outlined in Section 2.13. Technical proposals that meet the Minimum Qualifications will be deemed reasonably susceptible of being selected for award and will be reviewed in accordance with Section 4.2.
- 4.1.3 The Offeror shall be evaluated on the proposed DCIS COTS application according to the specifications outlined in this RFP.
- 4.1.4 The State reserves the right to perform an on site visit of the Offeror's facilities.

### 4.2 Technical Criteria

- 4.2.1 The criteria to be applied to each Technical Proposal are listed in descending order of importance:
- Software Functional Matching (RFP Section 3.4.2.3) Offeror's response to requirements in Attachment I.1 – Functional and Technical Requirements in its technical proposal will be evaluated to determine the closest match to the State's requirements.
  - Oral Presentation (RFP Section 1.14) Offeror's demonstration of responses to Attachment I – Functional and Technical Requirements in its technical proposal will be evaluated to verify the response as well as the ease of use for requirements satisfied through configuration.
  - Offeror Technical Response to RFP Requirements (RFP Section 3.4.2.4) Offeror's response to the requirements must illustrate a comprehensive understanding of these requirements to include an explanation of how the system works. Requirement responses 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.
  - Offeror Experience and Capabilities (RFP Section 3.4.2.5)
  - Flexibility (RFP Section 3.4.2.4.3 and 3.4.2.4.4) Demonstrated experience integrating with other company's products to meet customer needs.
  - References (RFP Sections 3.4.2.6)
  - Maintenance (RFP Section 3.4.2.4.13)
  - Service Level Agreement (RFP Section 3.4.2.4.14)
  - Training (RFP Section 3.4.2.4.12)

### **4.3 Financial Criteria**

All qualified Offerors will be ranked from the lowest to the highest price based on their Total Evaluated Price proposed on Table J of Attachment E - Price Proposal.

### **4.4 Reciprocal Preference - Resident Offeror**

The provisions of State Finance and Procurement Law 14-401 and COMAR 21.05.01.04 shall apply to this solicitation.

### **4.5 Selection Process and Procedures**

#### 4.5.1 General Selection Process:

4.5.1.1 The Contract shall be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

4.5.1.2 Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

#### 4.5.2 Selection Process Sequence:

4.5.2.1 The first level of review shall be an evaluation for technical merit by the selection committee. During this review, oral presentations and discussions may be held. The purpose of such discussions shall be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate understanding of the Contract that shall be most advantageous to the State.

4.5.2.2 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.

4.5.2.3 The financial proposal of each Offeror shall be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.

4.5.2.4 When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

4.5.2.5 Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer shall recommend award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering evaluation and price factors as set forth in this RFP.

## ATTACHMENTS

Attachment A	Contract
Attachment B	Bid/Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Pre-Proposal Conference Form
Attachment E	Price Proposal Form
Attachment F	Conflict of Interest Affidavit/Disclosure
Attachment G	Living Wage Requirements for Service Contracts
Attachment H	Living Wage Affidavit of Agreement
Attachment I	Functional and Technical Requirements
Attachment J	CCU AS-IS Software, Applications, and Peripheral Devices
Attachment K	Pre-Proposal Conference Directions
Attachment L	Abbreviations and Definitions
Attachment M	Deliverable Product Acceptance Form (DPAF)
Attachment N	Non-Disclosure Agreement (NDA)
Attachment O	Software Escrow Agreement
Attachment P	Service Level Agreement (SLA)
Attachment Q	Deliverable Expectation Document (DED) Process
Attachment R	CCU DCIS Monthly Status Report Template
Attachment S	Labor Category Descriptions and Minimum Qualifications
Attachment T	CCU DCIS Product Listing
Attachment U	CCU DCIS Software Version Description Document (VDD)

## ATTACHMENT A - CCU DEBT COLLECTION INFORMATION SYSTEM CONTRACT

THIS CONTRACT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between \_\_\_\_\_ (Contractor) and the MARYLAND DEPARTMENT OF INFORMATION TECHNOLOGY (DoIT or Department).

IN CONSIDERATION of the premises and the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. Definitions

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

1.1 “Contract” means this Contract for a CCU Debt Collection Information System (DCIS).

1.2 “Contractor” means \_\_\_\_\_, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland \_\_\_\_\_.

1.3 “Contract Manager” means the individual identified in Section 1.6 of the RFP or a successor designated by the Department.

1.4 “Department” means the Maryland Department of Information Technology.

1.5 “Financial Proposal” means the Contractor’s Financial Proposal dated \_\_\_\_\_, 2012.

1.6 “DCIS” means Debt Collection Information System.

1.7 “Notice to Proceed (NTP)” means a formal written notification from the Contract Manager that the Contractor as of a date contained in the notice, shall begin performance of the Contract.

1.8 “Procurement Officer” means the individual identified in Section 1.5 of the RFP or a successor designated by the Department.

1.9 “RFP” means the Request for Proposals for CCU Debt Collection Information System, No. F50B2400052 dated June 7, 2012 and any amendments thereto issued in writing by the State.

1.10 “State” means the State of Maryland.

1.11 “Technical Proposal” means the Contractor’s Technical Proposal, dated \_\_\_\_\_.

### 2. Scope of Work

2.1 The Contractor shall provide a Commercial-Off-The-Shelf (COTS) Debt Collection Information System (DCIS) and related services as described in Section 2 of the RFP.

These 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 (Exhibit A) and Exhibits B through E, 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 Contract

Exhibit B - The Contract Affidavit, executed by the Contractor and dated \_\_\_\_\_

Exhibit C - The RFP, including all attachments and amendments

Exhibit D - The Contractor's Technical Proposal to the RFP

Exhibit E - The Contractor's Financial Proposal to the RFP

2.2 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 the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under Section 10, Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

### 3. Time for Performance

3.1 The Contract resulting from this RFP shall be for a:

- one (1) year base period with up to 2 one-year (two 1-year) renewal options for the Post-Award Evaluation Phase which includes up to 25 software licenses;
- five (5) year base period with up to 5 one-year (five 1-year) renewal options for associated production software licenses.

At its sole discretion, the State shall have the right to exercise the renewal options for the Post-Award Evaluation Phase software licenses and production software licenses. The Contract resulting from this RFP could total up to 13 consecutive years of contract service time if all the renewal option years are exercised by the State. All prices for rates and terms as offered in Attachment E are binding on the Contractor for the term of the Contract.

### 4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the Services, the Department shall pay the Contractor in accordance with the terms of this Contract and at the rates specified in \_\_\_\_\_. Except with the express written consent of the Procurement Officer, total payments to the Contractor pursuant to this Contract may not exceed \$\_\_\_\_\_ (the "NTE Amount").

4.2 The Contractor shall submit invoices as required in RFP Section 2.12. Invoices for software support and maintenance will be paid on an annual basis and prior to the beginning of the year of maintenance. Each invoice must include the Contractor's Federal Tax Identification Number which is\_\_\_\_\_. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State'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.

4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

## 5. Patents, Copyrights, Intellectual Property

5.1. If the Contractor furnishes 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.

5.2. The State shall own all right, title and interest in and to all Custom Software Deliverables and all intellectual property rights subsisting therein. "Custom Software Deliverables" means all computer programs and software and all related documentation provided to the State pursuant to this Contract. Custom Software Deliverables includes, but is not limited to, application modules developed to integrate with a commercial-off-the-shelf software, maintenance updates and bug fixes, configuration files, all related documentation describing the procedures for building, compiling and installing the software, including names and versions of the development tools; all software design information (e.g., module names and functionality); and user instructions. Custom Software Deliverables excludes any Third Party Intellectual Property.

5.3. Immediately upon a Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Contractor's dissolution, Contractor's merger with or acquisition by another company or contractor, discontinuance of support of any software or system, the Contractor shall deliver to the State (except to the extent previously provided to the State) all completed and in-process (regardless of form) Custom Software Deliverables and all Third Party Intellectual Property in accordance with the requirements set forth in the Software Escrow Agreement in Attachment O to the RFP.

5.4. Pursuant to the provision of the Custom Software Deliverables by the Contractor, the Contractor shall provide to the State on such media and in such form as designated by the State (i) the source code version of the software components of the Custom Software Deliverables; (ii) the object code version of the software components of the Third Party Intellectual Property; (iii) all non-software components of the Custom Software Deliverables and Third Party Intellectual

Property; and (iv) the deliverables in any other format or condition as may be set forth in the Contract.

5.5. Unless otherwise identified as Licensed Data (as defined below), the State shall own all right, title and interest in and to all data, databases and all derived data products (and all intellectual property rights subsisting therein) created, collected, manipulated, or directly purchased as part of this Contract (“State Data”). The purchasing State agency is considered the custodian of the State Data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.

5.6. Licensed and/or copyrighted data from third parties that are identified in the Contract (“Licensed Data”) shall be governed by the terms and conditions identified in the Contract.

5.7. All work performed or provided by the Contractor in connection with the RFP, including any and all deliverables (including any Custom Software Deliverables, State Data, reports drawings, studies, specifications, estimates, tests, photographs, graphics, mechanical, artwork, computations, data, inventions, discoveries, developments, improvements, ideas, concepts, creative works, innovations and designs, whether or not in writing or reduced to practice, and whether or not they are patentable, including but not limited to, processes, methods, formulas, and techniques and know-how, works of authorship, trade secrets, trademarks, copyrights, and any other intellectual property) (“Work Product”) will be considered “work for hire,” as if the Contractor had been “hired to invent,” or as having similar status in the United States or elsewhere, and therefore, all rights therein will be the property of the State. In the event any Work Product is not considered “work for hire,” Contractor, on behalf of itself and its employees, agents, subcontractors and affiliates, hereby assigns to the State all rights, title, and interest in such Work Product. The Contractor shall not affix (or permit any third party to affix) any restrictive markings upon any Work Product (except as expressly directed or otherwise authorized in writing by the State) and, if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such markings. During the term of this Contract and at any time following expiration or termination for any reason of this Contract, upon the request and at the reasonable expense of the State or its nominee and for no additional remuneration, Contractor and its employees, agents, subcontractors and affiliates will take such action as the State reasonably may request to more fully evidence, protect, maintain, secure, defend, transfer, vest or confirm the State’s ownership, right, title and interest in the Work Product. If Contractor or any of its employees, agents, subcontractors or affiliates fails to cooperate with or assist, execute, acknowledge, verify or deliver any such document requested by the State, Contractor hereby irrevocably appoints the State and its authorized officers and agents as the agent and attorney-in-fact to act in place of Contractor or such employee, agent, subcontractor or affiliate, as applicable, to execute, acknowledge, verify and/or deliver any such document on such party’s behalf.

5.8. Notwithstanding anything to the contrary in section 5.7, to the extent (a)(i) the Work Product incorporates any commercial-off-the-shelf software and/or any Pre-Existing Intellectual Property or (ii) any commercial-off-the-shelf software and/or Pre-Existing Intellectual Property is required to access, install, build, compile or otherwise use the Work Product and (b) such commercial-off-the-shelf software and/or Pre-Existing Intellectual Property has been identified in

the Contract (such as commercial-off-the-shelf software 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, on behalf of itself and any third party licensors, to the State a royalty-free, paid-up, non-exclusive, unrestricted, unconditional, irrevocable, perpetual, worldwide right and license, with the right to sublicense, to use, execute, reproduce, display, perform, distribute copies of, 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, including, but not limited to, the State’s right to provide such Third Party Intellectual Property, in connection with the Work Product, to other third parties. This right and license also includes the right to make, have made, use, sell, offer to sell, import and otherwise dispose of such Third Party Intellectual Property under any patents that Contractor or any of its third party licensors owns, controls or otherwise possesses a right to grant any rights thereunder or thereto. “Pre-Existing Intellectual Property” means any program, utility or tool owned by Contractor that is in existence prior to the date of this Contract. To the extent any Third Party Intellectual Property has not been identified in the Contract, Contractor hereby grants to the State all rights to such Third Party Intellectual Property consistent with the ownership rights in the Work Product granted to the State in accordance with section 5.7.

5.9. Subject to the terms of section 27, Contractor will 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 claim the Work Product or any Third Party Intellectual Property infringes, misappropriates or otherwise violates any third party intellectual property rights. Contractor will 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. Contractor will be entitled to control the defense or settlement of such claim (with counsel reasonably satisfactory to the State), 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. 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 State in violation of the license granted to the State pursuant to section 5.8; provided that such infringement, misappropriation or violation would not have occurred absent such modification.

5.10. Without limiting Contractor’s obligations under section 5.8, if all or any part of the Work Product or any Third Party Intellectual Property is held, or Contractor or the State 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) will procure for the State the right to continue using the item in accordance with its rights under this Contract; (b) replace the item 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 determination, complies with the item’s specifications, and all rights of use and/or ownership set forth in this Contract; or (c) modify the item so that it no longer infringes, misappropriates or otherwise violates any third party intellectual property right and, in the State’s sole and absolute



determination, complies with the item's specifications and all rights of use and/or ownership set forth in this Contract.

5.11. 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 and/or the Work Product, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State.

5.12. Contractor, on behalf of itself and its subcontractors, hereby agrees not to incorporate, link, distribute or use any third party software or code in conjunction with any Work Product in such a way that: (a) creates, purports to create or has the potential to create, obligations with respect to any State software (including any deliverable hereunder), including without limitation the distribution or disclosure of any source code; or (b) grants, purports to grant, or has the potential to grant to any third party any rights to or immunities under any State intellectual property or proprietary rights. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall incorporate, link, distribute or use, in conjunction with the Work Product, any code or software licensed under the GNU General Public License ("GPL"), Lesser General Public License ("LGPL"), Affero GPL ("AGPL"), European Community Public License ("ECPL"), Mozilla, or any other open source license, in any manner that could cause or could be interpreted or asserted to cause any State software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, AGPL, ECPL, Mozilla or any other open source software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, AGPL, ECPL, Mozilla or such other open source license.

5.13. 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 being inconsistent with the intent to not 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.

5.14 In connection with services provided under the Contract, the Contractor may create, acquire or otherwise have rights in, and may, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how,

techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Contractor Technology"). To the extent that any Contractor Technology is contained in any of the Contract deliverables including any derivative works, the Contractor grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Contractor Technology in connection with the Contract deliverables for the State's purposes.

## 6. Rights to Records

6.1 The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

6.2 The Contractor agrees that at all times during the term of this Contract and thereafter, the works created and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under this Contract are not works for hire for the State, and the Contractor has not explained and justified, to the State's complete satisfaction, why it should not relinquish, transfer, and assign all of its right, title, and interest to the State for that deliverable, the Contractor relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

6.3 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 data delivered under this Contract.

6.4 The Contractor shall not affix any restrictive markings upon any data and, if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

## 7. 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) 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 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.

## 8. 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.

## 9. Non-Hiring of Employees

No official or employee of the State as defined under State Government Article Section 15-102, 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.

## 10. 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, 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.

## 11. Maryland Law

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 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.

## 12. 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, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any 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.

### 13. 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, bona fide agent, bona fide salesperson, or commercial selling agency 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, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

### 14. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of a Contract under this Contract succeeding the first fiscal period, the 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 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 the Contract for each succeeding fiscal period beyond the first.

### 15. Termination for Cause

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 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.

### 16. 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; provided, 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).

#### 17. Delays and Extensions of Time

The Contractor agrees to perform the work under 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.

#### 18. Suspension of Work

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

#### 19. 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.

#### 20. Financial Disclosure

The Contractor shall comply with the provisions of Section 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 agreement with the State 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 the State certain specified information to include disclosure of beneficial ownership of the business.

#### 21. Political Contribution Disclosure

The Contractor shall comply with the Election Law Article, Sections 14-101 through 14-108, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a)

February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

## 22. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including by way of example only, the Procurement Officer or the Procurement Officer's designee, and the Contract Manager or the Contract Manager's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. The Contractor shall, upon request by the State, 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. The Contractor shall not be compensated for providing any such cooperation and assistance. This section shall survive expiration of this Contract.

## 23. Compliance with Laws

The Contractor hereby represents and warrants that:

23.1 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;

23.2 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;

23.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

23.4 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.

## 24. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of the financial proposal. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of the financial proposal, was inaccurate, incomplete, or not current.

## 25. Subcontracting; Assignment

The Contractor may not subcontract any portion of the 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 Procurement Officer, any such approvals to be in the State's sole and absolute subjective discretion; provided however, a Contractor may assign monies receivable under a Contract after due notice to the State. Any such subcontract or assignment shall include the terms of Sections 8, and 10 through 23 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 the subcontractors.

## 26. Indemnification

26.1 The Contractor shall hold harmless and indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

26.2 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.

26.3 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.

26.4 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. In the event that a claim, suit, or action is made or filed against the State as a result of or relating to the Contractor's performance under this Contract, the Contractor agrees to assume the defense of any and all such suits and pay the costs and expenses incidental hereto, subject to the right of the State to provide additional legal counsel at the State's own expense. This section shall survive expiration of this Contract.

## 27. Limitation of Liability

For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:

- A. For infringement of patents, trademarks, trade secrets, and copyrights as provided in Section 5 ("Patents, Copyrights, Intellectual Property") of this Contract;
- B. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;
- C. For all other claims, damages, loss, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form, Contractor's liability per claim shall not exceed five (5) times the total amount of the Contract out of which the claim arises. Third party claims arising under Section 26 ("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 26 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 26.

28. Administrative

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

28.2 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: State of Maryland  
Department of Information Technology  
Procurement Officer  
45 Calvert Street  
Annapolis, MD 21401-1907

If to the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

29. 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 by the State. Title of all such deliverables passes to the State upon receipt by the State, subject to the State's acceptance and payment for the same in accordance with the terms of this Contract.

30. Nonvisual Accessibility Warranty

The Contractor 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 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.



31. Commercial Nondiscrimination

A. 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 or national origin, sex, age, marital status, sexual orientation, or on the basis of 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 Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the State in all subcontracts.

C. As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, 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 4 years on any of its contracts that were undertaken within the State, 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 is 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.

32. Prompt Pay Requirements

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

32.1.1 Not process further payments to the contractor until payment to the subcontractor is verified;

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

32.1.3 Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;

- 32.1.4 Place a payment for an undisputed amount in an interest-bearing escrow account; or
- 32.1.5 Take other or further actions as appropriate to resolve the withheld payment.
- 32.2 An “undisputed amount” means an amount owed by a 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.
- 32.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:
  - 32.3.1 Affect the rights of the contracting parties under any other provision of law;
  - 32.3.2 Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
  - 32.3.3 Result in liability against or prejudice the rights of the Department.
- 32.4 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.
- 32.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
  - 32.5.1 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.
  - 32.5.2 This verification may include, as appropriate:
    - 32.5.2.1 Inspecting any relevant records of the contractor;
    - 32.5.2.2 Inspecting the jobsite; and
    - 32.5.2.3 Interviewing subcontractors and workers.
    - 32.5.2.4 Verification shall include a review of:
      - 32.5.2.4.1 The contractor’s monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
      - 32.5.2.4.2 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.
  - 32.5.3 If the Department determines that a contractor is in noncompliance 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.

- 32.5.4 If the Department determines that a 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:
- 32.5.4.1 Terminate the contract;
  - 32.5.4.2 Refer the matter to the Office of the Attorney General for appropriate action; or
  - 32.5.4.3 Initiate any other specific remedy identified by the Contract, including the contractual remedies required by this directive regarding the payment of undisputed amounts.
- 32.5.5 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.

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

CONTRACTOR

MARYLAND DEPARTMENT OF  
INFORMATION TECHNOLOGY

\_\_\_\_\_(SEAL)  
By:

\_\_\_\_\_  
By: Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness/Attest

\_\_\_\_\_  
Witness

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

\_\_\_\_\_  
Assistant Attorney General

APPROVED BY BPW: \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(BPW Item #)

**ATTACHMENT B - BID PROPOSAL AFFIDAVIT (Authorized Representative and Affiant)**

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ (print name), possess the legal authority to make this Affidavit.

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals 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 submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder 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 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 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 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 or 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 or 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 or 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 submitted by the bidder on this project, and terminate any contract awarded based on the bid.

**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):

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**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 or 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 or 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; or

(9) 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)-(8) 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):

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#### 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).

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**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):

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**G. SUB-CONTRACT 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 or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or 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 or offer 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. 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 or 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)

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**ATTACHMENT C - COMAR 21.07.01.25 CONTRACT AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_(title)\_\_\_\_\_ and the duly authorized representative of \_\_\_\_\_(business)\_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic\_\_\_\_) (foreign\_\_\_\_) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

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

(2) 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.

**C. 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 \_\_\_\_\_, 20\_\_\_\_, 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: \_\_\_\_\_(Authorized Representative and Affiant)

**ATTACHMENT D - PRE-PROPOSAL CONFERENCE RESPONSE FORM**

**Project No. F50B2400052**

**Project Title: CCU Debt Collection Information System (DCIS)**

A Pre-proposal Conference will be held on **June 26, 2012** at 2:00 PM local time at:

State of Maryland Building  
201 West Preston Street  
O'Connor Building Conference Room L-1  
Baltimore, MD 21201

See Attachment K for directions to the Pre-Proposal Conference.

**Please e-mail this form to the Procurement Officer:**

**Donna Ziegenhein**  
E-mail: donna.ziegenhein@maryland.gov

**By 4:00 PM on June 20, 2012**, advising whether or not you plan to attend this Conference.

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance:

- 1.
- 2.

\_\_\_\_\_ No, we will not be in attendance.

\_\_\_\_\_  
Company/Firm/Company Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contact Name

**ATTACHMENT E - PRICE PROPOSAL FORM**

See Attachment E - Price Proposal Forms

**ATTACHMENT F - CONFLICT OF INTEREST AFFIDAVIT/DISCLOSURE**

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 subconsultant 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 or offer is made.

C. THE BIDDER OR OFFEROR HEREBY 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 or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or 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 or 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 G - LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. 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 Title 18, State Finance and Procurement, Annotated Code of Maryland.

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 of Labor and Industry 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 web-site. 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 §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. 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 of Labor and Industry.

H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, 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 §3-413, Labor and Employment Article, Annotated Code of Maryland.

I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, 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 DLLR web-site <http://www.dllr.state.md.us/> and clicking on Living Wage.



**ATTACHMENT H - LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. F50B2400052

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 our 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)

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State 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: \_\_\_\_\_

## ATTACHMENT I - FUNCTIONAL AND TECHNICAL REQUIREMENTS

See Attachment I.1 – CCU Software RFP Functional and Technical Requirements.doc

See Attachment I.2 – CCU Software RFP Data Elements.xls

**ATTACHMENT J - CCU AS-IS SOFTWARE, APPLICATIONS, AND PERIPHERAL DEVICES**

The CCU environment consists of the following software, applications, and peripheral devices as of March 8, 2012:

<b>Software</b>
<p><b>Adobe Professional version 9</b> The Adobe Professional version is the existing CCU standard for PDF processing and communications.</p>
<p><b>Adobe Reader version 9</b> The Adobe Reader is the CCU standard for PDF readers.</p>
<p><b>Columbia Ultimate Emulate version 2.0</b> Application that renders screens for RevQ Revenue Plus Collector System (RPCS)</p>
<p><b>Columbia Ultimate jbase release 3.4.3_40339</b> Suite of applications of utility and monitoring for operation of RPCS.</p>
<p><b>Columbia Ultimate Clientview version 5.0e</b> Internet application where agencies can view their accounts.</p>
<p><b>Columbia Ultimate Interactive Voice Response (IVR) version 2.6.2</b> Columbia Ultimate IVR with Interact software component links to the CU system providing the Debtor basic status information account balance and payment information. Payments are not processed via this system and Debtors requesting telephone payment services are transferred to a 3rd party IVR system. The IVR software writes detailed call activity on a system using Windows 2000 Professional running on a 5U ATX computer, rack-mountable chassis 850Mhz PIII, 256MB RAM, PCI Soundcard, 10/100 Ethernet NIC, AGP Video, 8GB Backup (2) 3 8GB RAID-1 Hard Drives, CD-ROM, Floppy, 19" monitor, keyboard, mouse, modem, UPS, and speakers. Access and Crystal Reports can be used to provide graphics and summary reports.</p>
<p><b>Columbia Ultimate Predictive Dialer version 2.36.1</b> Columbia Ultimate Predictive Dialer uses the NEC 2000 PBX to automatically dial batches of telephone numbers for connection to agents assigned to campaigns.</p>
<p><b>Compass Image version 2008.3.1-CU</b> Compass Image is a scanning application that archives images in the Microsoft Word, Adobe PDF format, and image formats for later retrieval.</p>
<p><b>Ecliptics Collection suite – Version 2.0 Victim Restitution</b> The software module that interfaces to the RevQ Revenue Plus Collector System (RPCS) core system for current and default collection of victim restitution accounts for the Division of Parole and Probation by the CCU.</p>
<p><b>GNAV version 6.1.11</b> Provides management of call centers, 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.</p>

Software
<p><b>Microsoft Exchange version 2003</b></p> <p>Microsoft Exchange Server 2003 is the server side of a client–server, collaborative application product developed by Microsoft. It is part of the Microsoft Servers line of infrastructure server products. Exchange's major features consist of electronic mail, calendaring, contacts and tasks; support for mobile and web-based access to information; and support for data storage.</p>
<p><b>Microsoft Internet Explorer version 8</b></p> <p>The existing standard for the CCU IT environment.</p>
<p><b>Microsoft Office 2003 Professional</b></p> <p>The existing standard for the CCU IT environment.</p>
<p><b>MoveIT SFTP version 6.0</b></p> <p>The existing standard for CCU file transfers.</p>
<p><b>NEC Call Center WorX version 6.1.20</b></p> <p>The NEC CallCenterWorX is a software component of the NEC 2400 PBX QueWorX, providing additional ACD functionality.</p>
<p><b>NEC Global Navigator version 6.1.20</b></p> <p>Collects NEC 2400 PBX call statistics and provides reporting of PBX usage.</p>
<p><b>NEC 2000 IP PBX Internet Protocol Server</b></p> <p>The NEAX2000 PBX is used to operate the Columbia Ultimate Predictive Dialer. The CCU NEC 2000 PBX switch is connected to the main NEC 2400 Baltimore PBX utilizing Common Channel Interoffice Signaling (CCIS).</p>
<p><b>NEC 2400 IP PBX Internet Protocol Server</b></p> <p>The NEC 2400 PBX is the existing ACD system. These features include single- and multi-level auto attendant, multi-lingual, queue depth, estimated time to answer, and call routing features. There are additional features available such as agent screen pops. The screen pops cannot be utilized because of limitations of the existing core collections system. QueWorX is running on a Pentium 3, 2.4GHZ, 1 GB RAM, and Microsoft Windows 2000 server. ACD reporting is provided by Global Navigator, GNAV version 6.1.11. GNAV can provide management of single or multiple networked call centers, track call activity, and track agent performance. The Global Navigator provides a dashboard view of agent activity and call status.</p>
<p><b>Professional Consultancy International Revenue Collection System (RCS) version 1.01.0</b></p> <p>The Revenue Collection System (RCS) is provided by Professional Consultancy International. RCS is a consolidated cashiering solution designed to be a centralized payment system/database for government to receive revenue to include checks, cash, ACH, credit cards, and other negotiable instruments.</p>
<p><b>Quicken 2008 Home and Business Edition</b></p> <p>Used to manage the working fund.</p>
<p><b>RevQ Revenue Plus Collector System (RPCS) system release 2004</b></p> <p>RPCS is a stand alone software application using the PICK operating system from Columbia Ultimate to assist collectors. The application is a collection management system including integration of legal collection status, daily work in process lists, and correspondence. The RPCS</p>

### Software

system and the Accounting section within the CCU encompass internal, State, and external sources. The inputs are entered by CCU staff or received as electronic files and hard copy reports.

### Peripheral Devices

#### **The H6000II Model M147C**

The Model M147C is a two color thermal credit card receipt printer. It prints two color receipts at 53.5 lines per second (lps) up to 401 inches per minute. The printer uses a RJ-11 connector to connect to cash drawer or check and card processing equipment.

#### **The Hypercom T7 Plus**

Point of sale (POS) solution uses 56K dial-up services providing check and credit card processing. External readers can be used for contactless processing.

Application Services	Commercial or State
<b>Hewlett Packard Enterprise Services (HP/ES)</b> HP/ES (product) enables Debtors to make payments online or by telephone.	Commercial Web Service
<b>Lexis / Nexus</b> Lexis / Nexus is a web accessible subscription service used for skip tracing.	Commercial Web Service
<b>MD Judiciary Case Search</b> System that provides public access to the case records of the Maryland Judiciary.	State Web Service
<b>MD State Department of Assessments and Taxation (SDAT)</b> State Department of Assessments and Taxation solution that provides valuable information specific to real property in the State of Maryland.	State Web Service
<b>Telephone System &amp; Switch</b> The Telephone System & Switch IP-PBX handles all incoming calls independent of the Global Navigator (GNAV) and Automated Call Distribution (ACD) software modules in the IP PBX.	Commercial Verizon PSTN Service

Internally Developed Applications	Technology
<p><b>CCU Referral Database (DB)</b> The CCU Referral DB is used by State agencies to send debt referrals to the CCU.</p>	MS Access DB
<p><b>Inventory Database</b> Inventory DB is used to maintain inventory data.</p>	MS Access DB
<p><b>Lawsuit and Court Information Database</b> Lawsuit and Court DB is used to track lawsuits initiated by name, date, amount, and court type (district or circuit).</p>	MS Access DB
<p><b>Overpayments Database</b> The Overpayments DB is used store and report on RPCS accounts with overpayments over 45 days old.</p>	MS Access DB
<p><b>Statements Database</b> The Statements DB is used to format Statement data.</p>	MS Access DB
<p><b>Tax Refund Intercept Program (TRIP)</b> TRIP is a custom program for TRIP State Clients that creates a temporary file identifying individuals and businesses whom may be eligible for a tax refund intercept.</p>	MS Access DB
<p><b>Telephone Database – Reporting</b> The Telephone DB is used to store and report phone activity data from GNAV.</p>	MS Access DB

Internally Developed Applications	Technology
<p><b>TRIP Certifications Database</b> The TRIP Certifications DB is used to track TRIP Certifications of individuals and businesses certified for tax intercept for referring agencies such as the Office of the Public Defender (OPD), Department of Labor, Licensing, and Regulation (DLLR), the Maryland Automobile Insurance Fund (MAIF), and Sallie Mae.</p>	Dbase IV DB
<p><b>TRIP Payments Database</b> The Trip Payments DB is used to track TRIP payments.</p>	MS Access DB

**ATTACHMENT K - PRE-PROPOSAL CONFERENCE DIRECTIONS**

**DIRECTIONS TO THE PRE-PROPOSAL CONFERENCE**

State of Maryland Building  
201 West Preston Street  
O'Connor Building Conference Room L-1  
Baltimore, MD 21201

**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 L - ABBREVIATIONS AND DEFINITIONS

See Attachment L – CCU Software RFP Abbreviations and Definitions.doc

**ATTACHMENT M - DELIVERABLE PRODUCT ACCEPTANCE FORM (DPAF)**

(DPAF for Monthly Deliverables)

Contractor:  
 Requesting Agency: DoIT CCU Project Office  
 Contract Name: CCU Debt Collection Information System (DCIS)  
 Contract #: F50B2400052  
 Contact Manager: David Woodard, 410-767-8616, david.woodard@maryland.gov, or the current TO Manager

The Contractor has submitted the monthly deliverable below for the above referenced Contract.

ID#	Deliverable #– CCU Debt Collection Information System (DCIS)	Monthly Price
		\$

MONTHLY DELIVERABLE DISPOSITION:

Accepted     
  Rejected     
  Partially Rejected

MONTHLY TO PERFORMANCE RATING:

Acceptable     
  Unacceptable     
  Partially Unacceptable

EXPLANATION FOR REJECTING OR PARTIALLY REJECTING DELIVERABLE:

REQUIRED CORRECTIVE ACTION / OTHER COMMENTS:

\_\_\_\_\_

Contract Manager Signature

Issued By The Contract Manager

\_\_\_\_\_

Date Signed

## ATTACHMENT N - NON-DISCLOSURE AGREEMENT OF THIS RFP

**THIS NON-DISCLOSURE AGREEMENT** ("Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the State of Maryland ("the State"), acting by and through DoIT (the "Department"), and \_\_\_\_\_ ("Contractor"), a corporation with its principal business office located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the Contractor has been awarded a Contract for the CCU Debt Collection Information System (DCIS), RFP No. XXXXXXXXX dated \_\_\_\_\_, and

**WHEREAS**, in order for the Contractor to perform the work required under the Contract, it will be necessary for the State to provide the Contractor and the Contractor's employees and agents (collectively the "Contractor's Personnel") with access to certain confidential information regarding \_\_\_\_\_ (the "Confidential Information").

**NOW, THEREFORE**, in consideration of being given access to the Confidential Information in connection with the RFP 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. Confidential Information means any and all information provided by or made available by the State to the Contractor in connection with the Contract, 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 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 provided by the State 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 Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the Contractor. Contractor shall update Exhibit A by adding additional names 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 RFP or who will otherwise have a role in performing any aspect of the RFP, 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 copies of the 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/or 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/or 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 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; and
  - f. The Recitals are not merely prefatory but are an integral part hereof.

**Contractor/Contractor's Personnel:**

**DoIT:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT O - SOFTWARE ESCROW AGREEMENT**

**Software Escrow Agreement**

Escrow Agreement date as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (“Escrow Agreement”) between \_\_\_\_\_, (“Licensor”) and \_\_\_\_\_ (“Licensee”).

**RECITALS**

**WHEREAS**, the parties have entered into a License Agreement (“License Agreement dated”) \_\_\_\_\_, \_\_\_\_\_ pursuant to which Licensee licensed a certain Product and Related Material; and

**WHEREAS**, Licensee desires that a copy of the Source Code and other materials relating to the Product be placed in escrow and Licensor is willing to do so;

**THEREFORE**, the Parties agree as follows:

A. Definitions

Except as provided herein, the parties agree that the words and phrases as set out herein shall have the same meanings as set forth in Section 1, “Definitions”, of the License Agreement. As used in this Escrow Agreement, the following additional terms shall have the following meanings (the definitions to be applicable to both the singular and the plural forms of each term defined in this Escrow Agreement):

1. Escrow Agent shall mean a neutral third party mutually agreed to by the Licensee and Licensor.
2. Product Change shall mean any Product Change to any Product licensed to Licensee and its Affiliated Entities pursuant to the License Agreement.
3. Source Code Copy shall mean a sealed package containing the Source Code on a reliable media.

B. Escrow

- (a) Licensor agrees to place a copy of the Escrow Material into escrow pursuant to the License Agreement. Licensor shall deliver to Escrow Agent the Source Code Copy after Licensor has demonstrated to Licensee’s satisfaction that the Source Code Copy is a true and accurate copy of the Product.

- (b) Not later than one (1) month after the object code for any Product Change is Accepted by Licensee pursuant to the License Agreement and applicable Purchase Order, Licensor shall deliver to and deposit with Escrow Agent, at Licensor's expense:
  - (1) All Source Code for such Product Change;
  - (2) A revised Source Code Copy for such Product which includes and incorporates such Product Change;
  - (3) A written explanation or listing of the changes made to such Product by such Product Change; and
  - (4) Revised Related Material (if any);

so that the Source Code Copy constitutes a readable program for the current release of the Product utilized by Licensee. Upon Licensee's written request, Licensor shall demonstrate that the Source Code Copy is a true and accurate copy of the updated Source Code for the Product.

- 2. The Escrow Agent will hold the Escrow Material in a safe place. The Escrow Agent will retain the Escrow Material until such time as it receives notice pursuant to the terms of this Escrow Agreement that the Escrow Agent is to deliver the Escrow Material to Licensee or until this Escrow Agreement is terminated pursuant to Section 8 below. The Escrow Agent is authorized to deliver a copy of the Escrow Material to Licensee provided Licensee has given an affidavit to Escrow Agent stating that Licensee has demanded the Escrow Material from Licensor, which has not provided the Escrow Material within three (3) days of Licensee's demand, and any one or more of the following events has occurred:
  - (a) Licensor is unable or unwilling to discharge any of its obligations (including but not limited to maintenance) with respect to the Product in accordance with the warranties, representations or other standards set forth in the License Agreement and/or Contract; and/or
  - (b) The sale, assignment, or other transfer by Licensor of such of Licensor's right in the Product as would prevent Licensor from discharging its obligations with respect to the performance of the Product or from discharging its maintenance obligations under the License Agreement and/or Contract: and/or
  - (c) Licensor ceases to market the Product: and/or

- (d) A trustee of Licensor or a receiver of Licensor's assets is appointed by any court, or Licensor: (1) makes an assignment for the benefits of creditors; (2) is unable to pay debts as they mature; (3) is designated the debtor in any proceeding instituted under any provision of any bankruptcy or similar code; 4) undergoes a change which is in essence one of ownership or control, including, but not limited to, merger, asset sale, transfer of a substantial portion of business, or sale of a substantial share of Licensor's general voting securities; or (5) voluntarily ceases to be active in developing, marketing or maintaining computer software services to the commercial market.
3. The parties hereto agree that the Escrow Agent shall rely upon the affidavit provided by Licensee without any requirement to ascertain the facts or the veracity of any of the statements contained therein.
  4. Escrow Agent shall not be liable or responsible for any truncations between Licensor and Licensee or for any loss or damage to any of the Escrow Material. Licensor agrees to defend and indemnify Escrow Agent and hold Escrow Agent harmless from and against any and all claims, actions and suits and from and against any and all claims, actions and suit and from and against any and all Loss (including, but not limited to, settlement costs) incurred by Escrow Agent on account of any act or omission of Escrow Agent in respect of or with regard to this Escrow Agreement or the Escrow Material as contemplated herein. In no event shall Escrow Agent be liable for consequential or special damages.
  5. Licensor and Licensee acknowledge and agree that Escrow Agent is acting as a gratuitous bailee hereunder and shall not be under any duty to give the escrow material held hereunder any greater degree of care than it gives its own property of a similar nature. Escrow Agent may only act in reliance upon any instruction, instrument or signature believed to be genuine and may assume that any person purporting to give any writing, notice, request, advice or instruction in connection with or relating to this Escrow Agreement has been duly authorized to do so as long as the signature is by one of the parties to this Escrow Agreement.
  6. Escrow Agent and its officers and employees shall bear no obligation or responsibility to any person whatsoever to determine the existence, relevance, completeness, currency, accuracy or any other aspects of the Escrow Material deposited from time to time by Licensor. Escrow Agent shall have no obligation or responsibility to verify whether what is deposited or accepted by it for deposit is or is not Source Code or Related Material as herein defined or contemplated. The parties hereto further agree that the Escrow Agent shall not be liable for any forgeries or impersonations concerning any documents of record or other documents or affidavits it is handling in its capacity hereunder as Escrow Agent.
  7. This Escrow Agreement shall constitute notice to any person or entity who shall require a right of access to the Escrow Material that Escrow Agent's duties and obligations are limited as set forth herein and Escrow Agent is not liable to any such person or entity.

8. (a) This Escrow Agreement may not be terminated except by an agreement in writing signed by Escrow Agent, Licensee and Licensor. In the event of termination, Escrow shall return the Escrow Material to Licensor within thirty (30) days of the date of termination.
- (b) Notwithstanding the foregoing, upon sixty (60) days prior written notice to Licensor and Licensee, the Escrow Agent may resign. Within fifteen (15) days thereafter, Licensor and Licensee shall have agreed in writing to the choice of a successor Escrow Agent. If within that time they have not so agreed, then the existing Escrow Agent shall name a successor escrow agent.
- (c) Upon acceptance by the successor escrow agent of its obligations under the terms of this Escrow Agreement, which acceptance shall be in writing evidencing indication or intention to be bound by the terms hereof, Escrow Agent shall convey directly to the successor escrow agent all of the Escrow Material held in escrow hereunder.
9. Licensor hereby grants to Licensee a nonexclusive, nontransferable, perpetual, worldwide license to use the Escrow Material (including any and all Product Changes) provided to Licensee hereunder in accordance with the License Agreement and this Agreement. The Escrow Material provided to Licensee pursuant to this Escrow Agreement shall be used only for the maintenance, enhancement, and improvement and updating of the Product in connection with Licensee's use of the Product or its transferees' use of the Product. In no event shall Licensee give the Source Code to any transferee.

Licensor: \_\_\_\_\_

License: \_\_\_\_\_

Escrow Agent: \_\_\_\_\_



**ATTACHMENT P - CCU CORE SOFTWARE RFP SLA**

See Attachment P – CCU Core Software RFP SLA.doc

**ATTACHMENT Q - DELIVERABLE EXPECTATION DOCUMENT (DED)**

This attachment provides a copy of the DED Form. The State Contract Manager or their designee shall complete this form for every As Delivered Acceptance Test conducted when a new software installation takes place.

DELIVERABLE EXPECTATION DOCUMENT (DED)

**DCIS Project Oversight**

**Contractor:** **Name:**  
**Date Submitted:** **--/--/----**  
**Performance Period (Month / Year):** **mm/yyyy – mm/yyyy**  
**State Contract Manager:** **Name:**  
**Project #** **F50B2400052**

Each test case identified below must include the following:

- Test Case Number,
- Description of Case,
- Expected Results from Test,
- Actual Results

Test Case Number	Description	Expected Results	Actual Results

**ATTACHMENT R - CCU DCIS PROJECT - MONTHLY STATUS REPORT TEMPLATE**

See Attachment R – CCU DCIS Project - Monthly Status Report Template.ppt

**ATTACHMENT S - LABOR CATEGORY DESCRIPTIONS AND MINIMUM  
QUALIFICATIONS**

See Attachment S – Labor Category Descriptions and Minimum Qualifications

**ATTACHMENT T - CCU DCIS PRODUCT LISTING**

See Attachment T – CCU DCIS Product Listing.xls

**ATTACHMENT U - CCU DCIS SOFTWARE VERSION DESCRIPTION DOCUMENT**

See Attachment U – CCU DCIS Software Version Desc Doc.doc