

REQUEST FOR PROPOSALS (RFP)
STATE OF MARYLAND
DEPARTMENT OF HUMAN SERVICES
(DHS)
MD STATE DISBURSEMENT UNIT SERVICES
RFP NUMBER: CSA/SDU/24-001-S
AMENDMENT # 1
April 16, 2024

Dear Prospective Offerors:

This amendment is being issued to amend certain information in the above-named RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended. The changes are listed below. New language has been double underlined and marked in **bold (i.e. word)**, and language that has been deleted has been marked with a strikethrough (i.e. ~~word~~).

1. Revise Section 2.4 Deliverables as follows:

~~2.4.6~~ 2.4.1 **Deliverable Submission**

- A. For every deliverable, the Contractor shall request the Contract Monitor confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- B. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project or Microsoft Visio within two (2) versions of the current version. At the Contract Monitor's discretion, the Contract Monitor may request one hard copy of a written deliverable.
- C. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the Contractor. This review process is entered into when the Contractor completes a deliverable.



- D. For any written deliverable, the Contract Monitor may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 0 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 03 Minimum Deliverable Quality**.
- E. All reports shall be submitted to the SDU Director in the specified time frames. The Contractor is required to provide a hard copy of their reports in addition to an electronic copy. The SDU Director will provide the Contractor an acknowledgement of the receipt of the report that contains the report name, date received and signature of the SDU director. After review of the report, the SDU Director will provide the Contractor a written response that either approves or disapproves the report. The written response will contain the report name, the signature of the SDU Director or other Department Official as appropriate, and the date. If disapproved, the document will provide in detail the reasons for disapproval, action required to address deficiency(ies) and date when the revised report is due.

2.4.7 2.4.2 Deliverable Acceptance

- A. A final deliverable shall satisfy the scope and requirements of this RFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.4.4 Deliverable Descriptions/Acceptance Criteria.
- B. The Contract Monitor shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The Contract Monitor is responsible for coordinating comments and input from various team members and stakeholders. The Contract Monitor is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.
- C. The Contract Monitor will issue to the Contractor a notice of acceptance or rejection of the deliverable in the DPAF (see online sample). Following the return of the DPAF indicating “Accepted” and signed by the Contract Monitor, the Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.3**. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.
- D. In the event of rejection, the Contract Monitor will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

2.4.8 2.4.3 Minimum Deliverable Quality

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

Each deliverable shall meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable's content.
- C. Represent factual information reasonably expected to have been known at the time of submittal.
- D. In each section of the deliverable, include only information relevant to that section of the deliverable.
- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings, or incorrect punctuation.
- H. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- I. A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.4.9 2.4.4 Deliverable Descriptions/Acceptance Criteria

In addition to the items identified in the table below, the Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

2. Revise Section 2.5 Service Level Agreement (SLA) as follows:

2.5.6 2.5.1 Definitions

- A. A "Problem" is defined as any situation or issue reported via a help desk ticket that is related to the system operation that is not an enhancement request.
- B. "Problem resolution time" is defined as the period of time from when the help desk ticket is opened to when it is resolved.
- C. Monthly Charges: for purposes of SLA credit calculation, Monthly Charges are defined as the charges set forth in **Attachment B, Financial Proposal Form,**

invoiced during the month of the breach for the monthly fixed services, or, in the event of annual billing, 1/12 of the annual invoice amount **Financial Proposal Form**.

2.5.7 2.5.2 SLA Requirements

The Contractor shall:

- A. Be responsible for complying with all performance measurements and shall also ensure compliance by all subcontractors.
- B. Meet the Problem response time and resolution requirements as defined in **Section 2.5.7**.
- C. Provide a monthly report to monitor and detail response times and resolution times.
- D. Log Problems into the help desk software and assign an initial severity (Emergency, High, Medium or Low as defined in Section 2.5.8).
- E. Respond to and update all Problems, including recording when a Problem is resolved and its resolution. Appropriate Department personnel shall be notified when a Problem is resolved.
- F. The Department shall make the final determination regarding Problem severity.
- G. Contractor shall review any Problem with Department to establish the remediation plan and relevant target dates.

2.5.8 2.5.3 SLA Effective Date (SLA Activation Date)

SLAs set forth herein shall be in effect beginning with the commencement of monthly services as of the completion of the Transition-In Period.

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

2.5.9 2.5.4 Service Level Reporting

- A. Contractor performance will be monitored by the Department.
- B. The Contractor shall provide detailed monthly reports evidencing the attained level for each SLA.
- C. The Contractor shall provide a monthly summary report for SLA performance.
- D. Monthly reports shall be delivered to the SDU Director by the 15th of the following month.
- E. If any of the performance measurements are not met during the monthly reporting period, the Contractor will be notified of the standard that is not in compliance.

2.5.10 2.5.5 SLA Service Credits

Time is an essential element of the Contract. For work that is not completed within the time(s) specified in the service level metrics below the Contractor shall be liable for service credits in the amount(s) provided for in the Contract.

Service credits will be cumulative for each missed service requirement. The State, at its option for amount due the State as service credits, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. In the event of a catastrophic failure affecting the entire Solution, all affected SLAs shall be credited to the State.

In no event shall the aggregate of all SLA credits paid to the State in any calendar month exceed 25% of the Monthly Charges.

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

The parties agree that any assessment of service credits shall be construed and treated by the parties not as imposing a penalty upon the Contractor, but as compensation to the State for the Contractor's failure to satisfy its service level obligations.

~~2.5.11~~ 2.5.6 Root Cause Analysis

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

In addition, for each 'Emergency' or 'High' priority Problem, the affected parties will perform a root cause analysis and institute a process of problem management to prevent recurrence of the issue.

~~2.5.12~~ 2.5.7 Service Level Measurements Table (System Performance)

Offeror shall complete the table below with its proposed service level metrics and SLA credits.

No.	Service Requirement	Measurement	Service Level Agreement	SLA Credit
1	Problem Response Time – High	Average Response Time for High Priority Problems.	98% <15 minutes	1%
2	Problem Response Time - Normal	Average Response Time for Normal or Low Priority Problems	98% <2 hours	1%
3	Problem Resolution Time - High	Resolution Time for each High Priority Problem	98% <4 hours	1%
4	Problem Resolution Time - Normal	Resolution Time for Normal Priority Problems	98% <24 hours	1%
5	Problem Resolution Time - Low	Resolution Time for Low Priority Problems	98% <72 hours	1%
6	Scheduled Downtime/ Maintenance	Scheduled maintenance and downtime shall only occur during non-business hours. The Contractor shall provide 14 calendar days' notice prior to any scheduled downtime.	<6 hours each month	6%
7	Service Availability	All application functionality and accessibility shall be maintained at 99.5% uptime performance levels. Contractor shall minimize or eliminate unscheduled network downtime to .5% or less.	<99.5%	2%
8	Notification of Security Incident	Notification of a Security Incident within 10 minutes of occurrence	24 Hours	N/A
9	Security Incident Reporting	Security incident reporting requirement in 10 minutes or 1 hour	10 Minutes – 1 Hour	N/A
10	System Restoration (Disaster Recovery – Non-Critical Applications)		7 calendar days from declaration of disaster - 100% of the time	N/A

11	System File Restoration – 24x7x365 requests	95% of file restoration within four (4) hours of failure	100% of the time	2%
12	Backups – As Scheduled and Accurate		99% of the time	N/A
13	Payment Processing	Completed within 1 Business Day of receipt	100% of the time	N/A
14	Market Outreach	Semi-annually to 100% of payees not utilizing electronic methods for incoming payments	100% of the time	N/A

The State shall have the unilateral right to reallocate percentages among the various SLAs annually on the anniversary of the Contract, provided that such reallocation will not exceed the cap identified in Section 2.6.5.

2.5.13 2.5.8 Problem Response Definitions and Times

The Contractor shall meet the Problem response time and resolution requirements. The Contractor shall provide a monthly report to monitor and detail response times and resolution times.

Service Priority	Response Time	Resolution Time	Response Availability	Work Outage	Users Affected
Emergency	Less than 15 minutes	Within 2 hours of first report	24 hours per day, seven days per week	Major portions of the System are inaccessible. Systems or users are unable to work, or to perform some portion of their job.	Users or internal System functionalities are impaired. To include CSA Central staff, Local offices, NCPs, Employers

Service Priority	Response Time	Resolution Time	Response Availability	Work Outage	Users Affected
High	Less than 30 minutes	Within 4 hours after first report	24 hours per day, seven days per week	Major portions of the System are inaccessible. Systems or users are unable to work, or to perform some portion of their job.	Affects the majority of users to include public facing users: CSA Central staff, Local offices, NCPs, Employers.
Normal	Within 2 hours	Within 1 day (24 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 7AM-7PM	Specific non-critical features are not operating as specified. Systems or users are unable to perform a small portion of their job but are able to complete most tasks.	Affects a number of users: CSA Central staff, Local offices, NCPs, Employers.
Low	Within 2 hours	Within 3 days (72 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 7AM-7PM	Lower priority features that can be done manually are not operating as specified. Often a request for service with ample lead time.	Affects a number of users: CSA Central staff, Local offices, NCPs, Employers.

3. Revise Key Information Summary Sheet as follows:

Request for Proposals	MD State Disbursement Unit Services
Solicitation Number:	CSA/SDU/24-001-S
RFP Issue Date:	March 6, 2024
RFP Issuing Office:	Department of Human Services (“Department or DHS”)
Procurement Officer:	Samuel Eduful 311 West Saratoga Street Baltimore, MD 21201
e-mail:	Samuel.Eduful@maryland.gov
Office Phone:	410-767-7068

Proposals are to be sent to:	Proposals will be accepted through the State's eMaryland Marketplace Advantage (eMMA) e-Procurement system. Instructions on how to submit proposals electronically can be found at: Download the page as a PDF or Word Document. https://procurement.maryland.gov/wp-content/uploads/sites/12/2021/01/5-eMMA-ORG-Responding-to-Solicitations-Double-EnvelopeRFP.pdf
Pre-Proposal Conference:	March 19, 2024, from 10:00 am – 12:00 pm Local Time. Note: The Proposal Conference will be conducted virtually See Attachment A for directions and instructions.
Questions Due Date and Time	April 11, 2024, at 12.00 pm Local Time
Proposal Due (Closing) Date and Time:	May 28, 2024, 3:00 pm Local Time. Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page iv).
MBE Subcontracting Goal:	25% (with no subgoals). <u>NAICS codes staffing -541219; cleaning - 561720; and courier 561210</u>
VSBE Subcontracting Goal:	5%. <u>NAICS codes staffing -541219; cleaning - 561720; and courier 561210</u>
Contract Type:	Firm Fixed Price
Contract Duration:	5 year, 3 months – Base Contract Term with 2-1 year renewal option.
Primary Place of Performance:	Must be within 50 miles of the Circuit Court for Baltimore City 111 N. Calvert Street Baltimore, MD 21202
SBR Designation:	No
Federal Funding:	Yes

- 4. Add Attachment Q - Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract to the RFP as a separate excel spreadsheet.**

If you require clarification of the information provided in this amendment, please contact me at (410) 767-7068, or via email at samuel.eduful@maryland.gov.

Samuel Eduful

Procurement Officer

April 16, 2024