



ADPICS NUMBER N00R0401182

Maryland's Human Services Agency

**STATE OF MARYLAND
DEPARTMENT OF HUMAN RESOURCES
Child Support Enforcement Administration
311 West Saratoga Street
Baltimore, MD 21201**

REQUEST FOR PROPOSALS (RFP)

FOR

PRIVATIZATION OF CHILD SUPPORT SERVICES IN BALTIMORE CITY

DHR AGENCY CONTROL NUMBER: CSEA/PR/11-001-S

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

In order to receive a Contract award, a vendor must be registered on eMaryland Marketplace (eMM). eMM registration is free of charge. The eMM website is www.eMarylandMarketplace.com.

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

NOTICE TO OFFERORS: Questions or concerns regarding the MBE requirements of this solicitation must be raised before the receipt of initial proposals.

Issued: *May 7, 2010*



Maryland's Human Services Agency

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request for Proposals

PRIVATIZATION OF CHILD SUPPORT SERVICES IN BALTIMORE CITY

ADPICS NUMBER: N00R0401182

RFP Issue Date: eMaryland Marketplace – *(issue date)*
DHR Webpage – *(issue date)*

RFP Issuing Office: Department of Human Resources
Child Support Enforcement Administration

Procurement Officer: Michaeline Lehmuth
Phone: (410) 767-77544
Fax: (410) 333-0258 or (410) 333-8090
eMail: mlehmuth@dhr.state.md.us

Proposals are to be sent to: Department of Human Resources
Procurement Division
311 W. Saratoga Street, Room 946
Baltimore, MD 21201-3521

Pre-Proposal Conference: May 17, 2010

Closing Date/Time: June 7, 2010

STATE OF MARYLAND
NOTICE TO VENDORS/CONTRACTORS

To help us improve the quality of State solicitations, and make our procurement process more responsive and “business friendly”, we ask that you take a few minutes to complete this form. Please return your comments via fax or email to the Issuing Office (Section 1.2) with your bid, proposal or “no bid”, as the case may be. Thank you for your assistance.

Bid/Proposal Number CSEA/PR/11-001-S entitled Privatization of Child Support Services in Baltimore City.

I. If you are not bidding, please indicate why:

- Other commitments preclude our participation at this time.
- The subject of the Contract is not in our business line.
- We lack experience in the work / commodities required.
- The scope of work is beyond our current capacity.
- We cannot be competitive. (Please explain below.)
- The specifications are either unclear or too restrictive. (Please explain below.)
- Bid / proposal requirements, other than the specifications, are unreasonable or too risky. (Please explain below.)
- Time for completion is insufficient.
- Bonding/Insurance requirements are prohibitive. (Please explain below.)
- Doing business with Government is simply too complicated.
- Prior experience with State of Maryland Contracts was unprofitable or otherwise unsatisfactory. (Please explain in Remarks section.)
- Other:

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

REMARKS:

OPTIONAL

Vendor Name: _____ Date: _____
Contact: _____ Phone: _____
Address or email: _____

THANK YOU!!

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SECTION I. OBJECTIVE OF REQUEST FOR PROPOSALS

1.1 Summary Statement

The Department of Human Resources/Child Support Enforcement Administration (CSEA) intends to acquire contractual services for the purpose of managing and operating the Baltimore City Office of Child Support Enforcement (BCOCSE). These services include locating parents, establishing paternity and support orders, enforcing support orders, and case reviews for possible modification of support orders. The Contract will be awarded for three (3) years plus a 45-day transition period beginning on or about August 16, 2010 with two (2) one-year option periods. It is anticipated that a single contract award will be awarded as a result of this solicitation.

1.2 Issuing Office

The sole point of contact in the State for purposes of this RFP is the issuing office presented below:

Michaeline D. Lehmuth, Procurement Officer
State of Maryland
Department of Human Resources
Procurement Division
311 W. Saratoga Street – Room 946
Baltimore, MD 21201-3500
Phone: (410) 767-7544
Fax: (410) 333-0258
Email: mlehmuth@dhr.state.md.us

1.3 Pre-Proposal Conference

A Pre-Proposal Conference will be held on Monday, May 17, 2010 beginning at 2:30 PM at Maryland Department of Human Resources Central Office, 311 W. Saratoga Street, Conference Room 104, Baltimore, Maryland 21201.

Attendance may facilitate the Offeror's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by Tuesday, May 12, 2010, all potential Offerors planning to attend call Michaeline D. Lehmuth at (410) 767-7544 or send email with such notice. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability provide at least five (5) days notice of such need and DHR will make reasonable efforts to provide such special

accommodation.

The Conference will be transcribed. A copy of the transcript of the Pre-Proposal Conference will be made available to potential Offerors at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy will be provided at the Conference and to those prospective Offerors known to have received a copy of this RFP. In addition, as promptly as is feasible subsequent to the Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed, free of charge, via eMaryland Marketplace and the Department's web page, www.dhr.state.md.us.

1.4 Questions and Inquiries

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

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

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

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

1.5 Closing Date

An original, to be so identified, and seven (7) copies of the Technical Proposal and Financial Proposal (See Section IV) must be received by the Procurement Officer (ref. Section 1.2) by Monday, June 7, 2010 by 2:00 PM in order to be considered.

Oral, electronic mail or facsimile Proposals will not be accepted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Proposals or unsolicited amendments to Proposals arriving after the closing time and date will not be considered, except under the conditions identified in COMAR 21.05.02.10B and 21.05.03.02F.

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

1.6 Duration of Proposal Offer

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

1.7 State Project Manager

The State Project Manager for this Contract is:

Sarah Brice
State of Maryland
Department of Human Resources
Child Support Enforcement Administration
Special Projects and Training
311 West Saratoga Street - 3rd Floor
Baltimore, MD 21201-3500
Phone: (410) 767-2513
Fax: (410) 333-6298
Email: sbrice2@dhr.state.md.us

1.8 Glossary of Terms

Arrearage

Unpaid child support owed by the obligor. If the obligor has arrearages, the obligor is said to be "in arrears."

BCOCSE

Baltimore City Office of Child Support Enforcement.

Case Record

Hard copy and computer files used to maintain documentation of information on a case.

Central Registry

A centralized unit, maintained by every state IV-D agency that is responsible for receiving, distributing, and responding to inquiries on interstate cases.

Child Support Case

This typically includes an obligee, dependent(s), and an obligor. Every child support case has a unique Case ID number and, in addition to names and identifying information about its members, the case includes information such as obligee and obligor wage data, court order details and obligor payment history.

Child Support Enforcement Administration (CSEA)

The unit of DHR that administers the child support program for the State based on federal and State regulations. See 45 CFR § 300 and COMAR Title 07.0, respectively.

Child Support Enforcement Network (CSENet)

A telecommunications network that transfers detailed information between States' automated child support systems.

Child Support Enforcement Program (Program or CSE)

The nation's Child Support Enforcement Program is a Federal/State/Tribal/local partnership to help families by promoting family self-sufficiency and child well-being.

Child Support Enforcement System (CSES)

An automated system used for establishing, enforcing and tracking in-state and interstate child support cases, recording case child support financial activity, and for generating data for federal reporting.

Child Support First

A program administered at the Department of Social Services (DSS) office wherein Temporary Assistance for Needy Families (TANF) applicants are required to initiate a child support case when the applicant applies for TANF.

Child Support Guidelines

A standard method for setting child support obligations based on the income of the parent(s) and other factors determined by State law.

Client Automated Resource and Eligibility System (CARES)

A computer mainframe application that maintains individual and case-level information. CARES determines technical and financial eligibility for public assistance programs, calculates and initiates benefits issuance, produces necessary

management reports and interfaces with the Department of Health and Mental Hygiene's (DHMH) Medicaid Management Information System (MMIS II). CARES also identifies, tracks, and provides timely notification to workers and supervisors of all actions required to complete case processing.

Client Database (CDB)

A database that provides demographic information on participants in Temporary Assistance for Needy Families (TANF), Food Stamps (FS), Medical Assistance (MA), and Child Support Enforcement (CSE).

Client Information System (CIS)

An interactive database system comprised of three (3) component systems, Client Database (CDB), CARES and Child Support Enforcement System (CSES).

Code of Federal Regulations (CFR)

A codification of the general and permanent rules published in the Federal Registry by the Executive departments and agencies of the federal government.

Code of Maryland Regulations (COMAR)

A publication of the Maryland Secretary of State, Division of State Documents for implementing State law. Title 21 governs State procurement procedures. Title 07 governs all programs under the Department of Human Resources.

Contempt Action

An enforcement remedy to enforce a child support order using judicial procedures.

Contract

The agreement between the Department and the successful Offeror under this solicitation.

Contract Liaisons

Individuals reporting to the State Project Manager who assist in monitoring the contractor's performance and who provide technical assistance to the Contractor.

Contractor

The company or organization awarded a Contract resulting from this Request for Proposals.

Cooperative Reimbursement Agreement (CRA)

Written agreements entered into between the Maryland Child Support Enforcement Administration and appropriate court and law enforcement officials for the purpose of assisting the State in establishing, enforcing and modifying child support and medical support obligations.

In addition, these agreements provide for reimbursing the court and law enforcement officials for their services.

CSEA Internal Auditors

Individuals responsible for conducting internal audits for CSEA to determine if case processing is being conducted in accordance with State and federal guidelines.

Department of Human Resources (Department or DHR)

Maryland's fourth largest independent State agency. The Department was established to administer the State's Public Assistance, Social Services, Child Support, Child Care and Community Services programs.

DHR Internal Auditors

The Office of the Inspector General (OIG), which is responsible for conducting financial/compliance and performance audits.

Disbursed Collections

Child support payments that have been sent to the payee.

Document Generation System

A module of the Child Support Enforcement System that is programmed to produce standard forms that are used in taking action to establish, enforce, or modify child support and medical support obligations.

Enforcement

The application of remedies to obtain payment of a child or medical support obligation contained in a child and/or spousal support order. Examples of remedies include garnishments of wages, seizure of assets, suspension of state-issued licenses, and denial of U.S. passports.

Family Investment Administration (FIA)

A unit of DHR that administers the Temporary Assistance to Needy Families (TANF) Program otherwise known in Maryland as the Temporary Cash Assistance (TCA) Program pursuant to 45 CFR § 200 and COMAR 07.03.

Federal Auditors

Individuals responsible for conducting federal audits such as the Single Audit, Data Reliability Audit, and Limited Cost Audit.

Federal Fiscal Year (FFY)

The federal accounting period for budget and federal reporting purposes that runs from October 1 of one calendar year through September 30 of the next calendar year.

Federal Parent Locator Service (FPLS)

A computerized national location network operated by the Federal Office of Child Support Enforcement (OCSE). FPLS obtains address and employer information, as well as data on child support cases in every state, compares them and returns matches to the appropriate states. This helps state and local child support agencies locate

noncustodial parents and putative fathers for the purpose of establishing and enforcing child support obligations, investigating parental kidnapping, and processing adoption or foster care cases. The expanded FPLS (eFPLS) includes the Federal Case Registry (FCR) and National Directory of New Hires (NDNH).

Foster Care

A Federal-State program which provides financial support to a person, family, or institution that is raising a child or children that are not their own.

Genetic Testing

Analysis of inherited factors to determine legal paternity.

Income Withholding

A procedure by which scheduled payments are automatically deducted from income to pay child support. Income withholding is often incorporated into the child support order and may be voluntary or involuntary. Payments withheld by an employer are transferred to the State disbursement unit.

Interstate Cases

Cases in which the dependent child and noncustodial parent (NCP) live in different states, or where two (2) or more states are involved in providing in child support services.

IRS Full Collection

An enforcement remedy in which cases are referred to the Internal Revenue Service for collection of arrearages.

License Suspension

An administrative remedy that is used to enforce a child support obligation. This includes any state issued license such as a driver's or professional license.

Misapplied Payments.

Payments distributed incorrectly. Recoupment procedures may be employed to recover such payments.

Non-TCA

A child support case where the parties are not participating in Maryland's Temporary Cash Assistance (TCA) Program.

Non Title IV-D Case

Where the legal order is privately entered and the CSE is only providing collection and disbursement service and is often entered into during divorce proceedings.

Obligee

The parent who has primary care, custody, or control of the child and has the right to receive child support; also referred to as custodial parent.

Obligor

The parent who does not have primary care, custody, or control of the child, and has an obligation to pay child support; also referred to as noncustodial parent (NCP).

Offeror

A vendor who responds to the RFP by submitting a proposal to provide the requested services.

Office of Child Support Enforcement (OCSE)

This office administers the Child Support Enforcement Program at the federal level. The Child Support Enforcement Program is authorized and defined by statute, Title IV-D of the Social Security Act.

Office of Technology for Human Services (OTHS)

Office of Technology for Human Services directs the management of information systems of the Department of Human Resources. The Office is responsible for design, development, implementation, enhancements and ongoing maintenance and support of computer systems and applications used by DHR to administer family and child welfare programs.

Putative Father

The person alleged to be the father of the child who has not yet admitted paternity or been legally declared to be the father.

Quality Control Review (QCR)

Review of child support case records by the Child Support Enforcement Administration to evaluate case processing, case file maintenance, and customer service operations to ensure compliance with federal and State law and State policy and procedures.

Qualified Medical Child Support Order (Medical Support)

An order, decree or judgment, including approval of a settlement agreement, issued by a court or administrative agency of competent jurisdiction that provides for medical support for a child of a participant under a group health plan or provides for health benefits coverage to such child.

Query Interstate Cases for Kids (QUICK)

Web-based program that allows states to review other states' case information in real time.

Recoupment

Procedures employed by the State Disbursement Unit to recover payments that may result from non-sufficient funds checks, misapplied payments, or injured spouse claims resulting from tax refund intercept.

State Case Registry (SCR)

A database maintained by each state that contains information on all child support orders established after October 1, 1998.

State Disbursement Unit (SDU)

The single site within CSEA where all child support payments are processed.

Service of Process

The delivery of a writ or summons to a party for the purpose of obtaining jurisdiction over that party.

State Parent Locator Services (SPLS)

State Parent Locator Service is a unit within the State Child Support Enforcement Agency which locates noncustodial parents in order to establish and enforce child support obligations, or to establish paternity.

State Legislative Auditors

Individuals responsible for conducting both fiscal and performance compliance audits of state agencies to evaluate internal controls and compliance with laws and regulations, and evaluate whether desired program results are being achieved.

Temporary Cash Assistance (TCA)

TCA is Maryland's program under the federal Temporary Assistance to Needy Families, providing cash benefits to low-income families.

Title IV-D (IV-D)

That portion of the United States Code Annotated, Title 42, Chapter 7 (the "Social Security Act"), that governs the Child Support Enforcement Program.

Title IV-E (IV-E)

That portion of the Social Security Act which establishes a Federal-State program known as Foster Care that provides financial support to a person, family, or institution that is raising a child or children that is not their own. The funding for IV-D Foster Care programs is primarily from federal sources.

Title IV-D Case

A child support case where at least one of the parties, either the obligee or the obligor has requested or received child support services from the State's IV-D agency. An IV-D case is comprised of an obligee, obligor and dependents.

Undisbursed Collections (UDC)

Child support payments that have been collected, but not sent to the payee.

Work Order

Work Orders are electronically transmitted requests from the Department's Call Center to the Contractor for follow up on customer calls.

SECTION II. GENERAL INFORMATION

2.1 **Purpose**

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

2.2 **Revisions to the RFP**

If it becomes necessary to revise this RFP, 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. Acknowledgment of the receipt of all amendments will be required from all Offerors receiving the RFP in the Transmittal Letter accompanying the Proposal. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such amendment.

2.3 **Cancellation of the RFP**

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

2.4 **Acceptance of Proposal and Terms and Conditions**

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

By submitting a Proposal in response to this RFP, an Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its Proposal as an attachment to the transmittal letter as required in Section 4.1. A Proposal that takes exception to these terms may be rejected.

2.5 **Additional Information**

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

2.6 **Incurred Expenses**

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

2.7 Economy of Preparation

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

2.8 Alternate Proposals

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

2.9 Multiple Proposals

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

2.10 State Supplied Services (Also See Sections 3.5 and 3.7)

CSEA will manage and operate the Court, Investigations, and Undisbursed Collections Units for the BCOCSE. The State will also provide the necessary software, access and security privileges to connect to appropriate applications and system resources. The State will supply the furniture and equipment identified in **Exhibit 6**, State Furnished Furniture/Equipment Inventory.

2.11 Working Hours and Location(s)

The Baltimore City Child Support Enforcement Office shall be open, at minimum, and except as noted below in this section, Monday through Friday, from 8:00 a.m. – 5:00 p.m. The Contractor shall publicize the hours of operation as required in Section 3.4.4.G. The Contractor must be open when the State is open. Contractor may, but is not required to, close on State holidays or other State mandated closings; however, on these days, Contractor may not have access to some State systems. The Contractor should contact the State Project Manager in advance to discuss the scheduling. State Holidays and Scheduled Closings can be found in **Exhibit 1**.

2.12 Contract Term

The Contract resulting from this solicitation shall be for a period of approximately three (3) years plus a 45-day transition period, with two one-year option periods. The base term of the Contract shall begin on or about August 16, 2010 or the date approved by Board of Public Works, and end September 30, 2013, regardless of the

start date. The Contract will include two, one-year renewal options that may be exercised at the sole discretion of the Department.

2.13 Multi-Year Contract

- A. This is a multi-year Contract. The required services as provided for in Section III shall be provided for the entire contract period.
- B. The price for the services provided under this Contract shall be given as provided in **Attachment A** Pricing Proposal. Prices are to be submitted by Offerors for each fiscal period and for the entire time of performance as provided for in **Attachment A** Pricing Proposal.
- C. This multi-year Contract shall be canceled automatically if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first.
- D. The State's Project Manager shall notify the Contractor in a timely manner if the funds are not available for the continuation of the Contract for each succeeding fiscal period.

2.14 Bid/Proposal Affidavit

The Bid/Proposal Affidavit, **Attachment B**, must be completed by all Offerors responding to this RFP and submitted with their Technical Proposal. This Affidavit includes commercial nondiscrimination, anti-bribery, non-collusion, debarment, and financial disclosure and political contribution disclosure affirmations.

2.15 Corporate Registration

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

Any potential Offeror who is not sure of resident/foreign corporate status is advised to contact the Maryland Department of Assessments and Taxation, at (410) 767-1340. It is strongly recommended that any potential Offeror be completely registered prior to the due date for receipt of Proposals. Failure to do so may result in an otherwise successful Proposal being deemed unacceptable.

2.16 Contract Affidavit

The Contract Affidavit (**Attachment C**) must be completed and submitted by the

selected Offeror within five (5) business days of notification of recommendation of award. This affidavit includes the certification of corporation registration and tax payment and a reaffirmation of the Bid/Proposal Affidavit

2.17 Public Information Act Notice

Offerors should give specific attention to the identification of those portions of their Proposals that they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information must be divulged to the party. A blanket statement declaring the entire Proposal confidential is not acceptable.

2.18 Contractor's Responsibilities

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

Subcontractors must be identified, and a complete description of their roles relative to the Proposal must be included in the Proposal. The selected Offeror retains responsibility for all work performed by and any deliverable submitted by a subcontractor.

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror such as, but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

2.19 Document Ownership

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

2.20 General Contractual Conditions

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

Prior to Award, both the Contract and the Affidavit must be completed along with witnessed signatures and dates and submitted by the recommended Contractor. The Offeror must enter its legal name in the appropriate spaces on the first page of the Contract.

2.21 Payment Terms/Billing

The Contractor shall bill the Department monthly, based on actual disbursed Title IV-D collections multiplied by the collection fee percentage for Baltimore City as provided for in **Attachment A**, Pricing Proposal. The Contractor will not be paid based on non-Title IV-D collections; it will only collect them.

The monthly invoice submitted to the State shall contain, for the disbursed collections for the month of the invoice, the fee percentage and the payment amount based on applying the fee percentage to the actual disbursed collections.

The Contractor will be required to meet annual performance service levels as outlined in Section 3.8. The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract, fails to meet performance service levels, or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract.

Invoices must be addressed to:

Sarah A. Brice
State of Maryland
Department of Human Resources
Privatization State Project Manager
Child Support Enforcement Administration
311 W. Saratoga Street, 3rd Floor
Baltimore, Maryland 21201

All invoices must (at a minimum) be signed in blue ink and dated, in addition to including the Contractor's mailing address, the Federal Tax ID number, the State's assigned Contract control number, the goods/services provided, the time period covered by the invoice, and the amount of requested payment.

2.22 e-Maryland Marketplace (eMM) Registration

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

In order to receive a Contract award, a vendor must be registered on *eMaryland Marketplace*. Registration is free. The successful offeror must provide its *eMaryland Marketplace* identification number and address to the Department upon notification of award. Go here to register: <https://ebidmarketplace.com/>. Click on "Registration" to begin the process and follow the prompts. As a registered vendor to *eMaryland Marketplace*, you will be privileged to many benefits including:

- *Online Goods and Services Profile:*
You can create and maintain your company's goods and services profile with the State. Your online profile will allow you to receive solicitations issued by the State that are in your area of interest.

- *Instant Notification of Opportunities:*

Registered vendors will receive instant, automatic notification via e-mail when a procurement opportunity is issued by State and Maryland local government buying organizations in your area of interest.

- *Solicitations Online:*

You can review and respond to State, and in some cases Maryland local government issued solicitations via the Internet without leaving your desk.

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

2.23 Electronic Funds Transfer (EFT)

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

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

2.24 Contract Type

The Contract that results from this RFP shall be an indefinite quantity Contract with unit prices of a fixed price type Contract in accordance with COMAR 21.06.03.06.A(2). The Contract shall be awarded on a percentage of disbursed collection basis.

2.25 Contract Award

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

The award date should allow for a forty-five (45) days transition period before the actual effective date of the Contract.

2.26 Procurement Method

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

2.27 Compliance with Law

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

2.28 Protests

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

2.29 Minority Business Enterprises

Minority Business Enterprises are encouraged to respond to this solicitation.

2.30 Minority Business Enterprise Participation

A Minority Business Enterprise participation goal of **25%** of the total amount paid to Contractor has been established for this procurement. This percentage of the total dollar amount includes a **sub-goal of 7%** to be allocated to certified Minority Business Enterprises classified by the certification agency as **women-owned businesses**, and a **sub-goal of 10%** to be allocated to certified minority business enterprises classified as **African American-owned businesses**. See the MBE Exhibit for Solicitation (**Attachment F**). This Exhibit references the following MBE forms:

Attachment G – MDOT Certified MBE Utilization and Fair Solicitation Affidavit

Attachment H – Outreach Efforts Compliance Statement

Attachment I – Subcontractor Project Participation Certification

Attachment J – MBE Waiver Request Form

Attachment K – MBE Unavailability Certificate

Attachment L – Prime Contractor Unpaid MBE Invoice Report

Attachment M – Subcontractor Payment Report

Attachment N – Quarterly MBE Compliance Report

NOTICE TO OFFERORS: Questions or concerns regarding the MBE requirements of this solicitation must be raised before the receipt of initial proposals.

2.31 Late Payment of Subcontractors – Prompt Payment Policy

- A. If a Contractor withholds payment of an undisputed amount to its subcontractor(s), DHR at its option and in its sole discretion, may take one or more of the following actions:
1. Not process further payments to the Contractor until payment to the subcontractor is verified;
 2. Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
 3. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 4. Place a payment for an undisputed amount in an interest-bearing escrow account, or,

5. Take other or further actions as appropriate to resolve the withheld payment.
- B. An “undisputed amount” means an amount owed by a Contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the Contract under which the amount is withheld.
- C. An act, failure to act, or decision of a Procurement Officer or a representative of DHR, concerning a withheld payment between a Contractor and its subcontractor(s) under this policy directive, may not:
1. Affect the rights of the contracting parties under any other provision of law;
 2. Be used as evidence on the merits of a dispute between DHR and the Contractor in any other proceeding; or
 3. Result in liability against or prejudice the rights of DHR.
- D. 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.
- E. To ensure compliance with certified MBE subcontractor participation goals, DHR may, consistent with COMAR 21.11.03.13, take the following measures:
1. Verify that the certified MBEs listed in the MBE Participation Schedule actually are performing work and receiving compensation as set for in the MBE Participation Schedule.
 2. This verification may include, as appropriate:
 - a. Inspecting any relevant records of the Contractor
 - b. Inspecting the jobsite; and
 - c. Interviewing subcontractors and workers.
 - d. Verification shall include a review of:
 - 1) The Contractor’s monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - 2) The monthly report of each certified MBE

subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.

3. If DHR determines that a Contractor is in noncompliance with certified MBE participation goals, then DHR 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.
4. If DHR determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that DHR requires, then DHR may:
 - a. Terminate the Contract;
 - b. Refer the matter to the Office of the Attorney General for appropriate action; or
 - c. Initiate any other specific remedy identified by the Contract, including the contractual remedies stated above regarding the payment of undisputed amounts.
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.

2.32 Insurance Requirements

Workers' Compensation -- The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, U.S. Longshoremen's and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, as well as any other applicable statute.

The State of Maryland must be named as an Additional Named Insured on all liability policies (Workers' Compensation excepted) and certificates of insurance evidencing this coverage must be provided within ten (10) business days of recommendation for award.

The State shall receive written notification of non-renewal or cancellation from the issuer of the insurance at least forty-five (45) days before the expiration of said policies. Notice shall be sent to the State Project Manager, Sarah Brice. In the event the State receives a notice of non-renewal or cancellation, the Contractor must provide the State with evidence of coverage, i.e. a copy of the insurance policy or certificate of insurance, at least fifteen (15) days prior to the expiration of the non-renewed insurance policy.

The following insurances are required:

- (i) Workers' Compensation as required by law;
- (ii) Comprehensive General Liability, covering the full scope of the Contract, with limits of at least One Million (\$1,000,000) per occurrence, including death and personal injury, and Three Million (\$3,000,000) in aggregate.

2.33 Certification Regarding Lobbying

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

2.34 Oral Presentations

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

2.35 Living Wage Requirements

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

Effective September 28, 2009, Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least **\$12.25 per hour***, if State Contract services valued at fifty percent (50%) or more of the total value of the Contract is performed in the **Tier 1 Area**. If State Contract services valued at fifty percent (50%) or more of the total contract value is performed in the **Tier 2 Area**, an Offeror shall pay each covered employee at least **\$9.21 per hour***. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince

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

The Living Wage Tier for the Contract resulting from this solicitation is **Tier 1**.

Additional Living Wage Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

**Note: The Living Wage rates are subject to annual adjustment by DLLR, but the Contractor cannot increase its commission rate because of this.*

2.36 Bond for Loss Due to Employee Dishonesty (Fidelity Bond)

The Contractor shall purchase a Fidelity Bond for any fraudulent or dishonest act on the part of the Contractor, and any officer, employee, subcontractor, or assignee of the Contractor. The Bond shall provide indemnification to the State against loss resulting from dishonesty, in accordance with Title 45, Section 302.10 of the Code of Federal Regulations. The amount of said Bond shall be a minimum of Ten Thousand dollars (\$10,000) per incident. Bonds are to be purchased and submitted to the Procurement Office by the selected Offeror within ten (10) working days after notification of recommendation of award of the Contract. The Contractor will be liable for actual damages resulting from dishonesty or theft above bond requirements.

The Bond shall be in the form of a policy or certificate issued by an individual surety or a surety company licensed to do business in the State of Maryland and shall be subject to approval by the Department. The Bond shall be maintained throughout the term of the Contract, or any extensions thereof. Evidence of renewal of the bond and payment shall be provided to the Department sixty (60) days prior to the expiration of the existing bond.

Failure of the Contractor to submit and maintain the required Fidelity Bond throughout the term of the Contract, will constitute an event of Default under the Contract and may result in termination.

2.37 Hiring Agreement

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

award of the Contract.

2.38 Confidentiality

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

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

2.39 False Statements

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

- (a) In connection with a procurement Contract a person may not willfully;
 - i. falsify, conceal, or suppress a material fact by any scheme or device;
 - ii. make a false or fraudulent statement or representation of a material fact; or
 - iii. 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 (i) of this section.

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

2.40 Safeguarding of Information from the Maryland Department of Labor, Licensing and Regulation

Federal law requires the Maryland Department of Labor, Licensing and Regulation (DLLR) to disclose wage and claim information to the CSEA. An Offeror must show, by signing the certification in **Attachment R** that it understands that the disclosure of wage and claim information obtained from the DLLR is restricted by State and Federal laws and may result in individual criminal penalties.

2.41 Safeguarding of Information from the U.S. Internal Revenue Service

The Offeror must show, by signing the certification in **Attachment S** that it is aware of and understands the laws restricting the release of information obtained from the U.S. Internal Revenue Service for purposes of child support enforcement and the applicable penalties.

SECTION III. SPECIFICATIONS

3.1 Background

The Maryland Department of Human Resources, Child Support Enforcement Administration (CSEA) administers a Statewide Child Support Enforcement Program (Program) intended to ensure that noncustodial parents fulfill their obligations to provide financial and medical support to their children. The Program is offered through State and county-funded agencies in twenty-four (24) jurisdictions and conforms to the requirements of Title IV-D of the Social Security Act. Title IV-D is a program in which the federal government covers approximately two thirds of a state's administrative costs for child support services. These services benefit recipients of Temporary Cash Assistance (TCA), Foster Care, Non-Public Assistance Medical Assistance, and persons who submit applications for Non-TCA.

This Contract will provide services for Baltimore City only and includes the full range of child support services, with the exception of legal representation.

A. Services in Baltimore City

As of September 30, 2009, the Baltimore City Office of Child Support Enforcement (BCOCSE) had a total of 89,531 cases, of which 68,766 were TCA and 20,765 were Non-TCA.

Services provided by BCOCSE include intake, locate, establishment, enforcement, medical support, employment assistance to noncustodial parents, decentralized collections, review and adjustment, and case maintenance. To assist the BCOCSE in its mission, the CSEA has entered into Cooperative Reimbursement Agreements (CRA) with the State's Attorney's Office, Sheriff's Office, Clerk of Court, and Circuit Court Masters. These entities perform activities that contribute to child support establishment, modification or enforcement involving the Baltimore City Office of Child Support Enforcement. These activities are described in detail in Section 3.2 herein.

The BCOCSE handles a high volume of customer inquiries and complaints. These inquiries and complaints are received in writing, by telephone, and in person. Baltimore City customers may send inquiries directly to CSEA, the Department's central call center, the Governor's Office, or other elected officials. All inquiries are then forwarded to BCOCSE for resolution.

TCA customers initially receive services at one of the eight (8) Baltimore City Department of Social Services (BCDSS) centers where they are referred to co-located child support workers. The following is a list of BCDSS sites:

Clifton-Johnston Square 21213 1920 N. Broadway	Hilton Heights 21229 500 Hilton Street
Dunbar-Orangeville 21213 2919 East Biddle Street	Northwest 21215 5818 Reisterstown Road
Harford-North 21213 2000 N. Broadway	Penn-North 21217 2500 Pennsylvania Ave
Harbor View 21225 18 Reedbird Avenue	Southwest 21223 1223 W. Pratt Street

The TCA referral is received by BCOCSE workers via the automated Child Support Enforcement System (CSES) from BCDSS workers entering the data into the Client Automated Resources and Eligibility System (CARES), the TCA information database. Non-TCA applicants receive all services at the Contractor’s full service office.

B. Baltimore City’s Historical Data

Table 3-1A below, provides the status of the Baltimore City caseloads by category for FFY 08 and FFY 09. These categories are used by CSEA to calculate performance measures. The data is accurate to the extent that local child support agencies and any privatization contractor correctly enter information. An annual Data Reliability Audit (DRA) is conducted by the Federal Office of Child Support Enforcement to ensure that data reported for federal incentive payments are accurate. For FFY 2008, CSEA passed the DRA at the 95% compliance level in all of the five performance areas: (1) Paternity Establishment, (2) Support Order, (3) Current Payments, (4) Arrearage Payments, and (5) Cost-Effectiveness.

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TABLE 3-1A

BALTIMORE CITY IV-D CASELOAD STATUS

CATEGORY	FFY 2008	FFY 2009
1 Number of Cases Open at the End of the Reporting Period (non-TCA: Former & Never TCA)	TCA 69,030 Non-TCA 21,559 Total 90,589	TCA 68,766 Non-TCA 20,765 Total 89,531
2 Number of Children in Cases Open at the End of the Reporting Period	Total 75,166	Total 72,753
3 Number of Children in Cases at the End of the Reporting Period with Paternity Resolved	Total 53,991	Total 59,716
4 Number of Children Requiring Paternity Determination Services in Cases Open at the End of the Reporting Period	Total 65,052	Total 65,771
5 Number of Cases Open at the End of the Reporting Period with Support Orders Established	Total 69,286	Total 68,596
6 Number of Cases Open at the End of the Reporting Period Requiring Services to Establish an Order	Total 22,267	Total 20,935
7 Number of Cases with Arrearages Due During the Reporting Period	Total 65,088	Total 63,169
8 Number of Cases Paying Towards Arrearages During the Reporting Period	Total 31,817	Total 32,197

Source of Data: Child Support Enforcement Annual Data Report (OCSE 157 Report)

3.2 Scope of the Project

With the exception of legal services, the BCOE provides the full range of child

support services in Baltimore City. The child support services include intake, locate, paternity and support order establishment, and enforcement of support orders. Customer service is a key component to providing child support services in Baltimore City. Prompt attention must be paid to walk-in customers, written correspondence, and calls directed to management and/or case workers.

Provision of the child support services ensures that children have paternity established and that noncustodial parents fulfill their obligations to provide financial and medical support to their children. Several State and local entities work in tandem with the CSEA, including the Baltimore City Department of Social Services, the Judiciary, Baltimore City Sheriff's Office, and State's Attorney's Office to provide these services. Establishing effective operating procedures with these entities helps to ensure high quality services that conform to State and federal laws as well as statewide policies and procedures.

The collection of child support includes total collection of Title IV-D child support payments, a percent of current support payments, and a percent of cases paying toward arrears. The collection of non-Title IV-D payments includes non-Title IV-D child support collections, application fees, genetic test expenses, medical support expenses, and court costs.

Operation of the Child Support Enforcement Program must also include building community partnerships that educate and inform the public about child support services. Partnerships must include service providers that assist noncustodial parents with removing barriers to paying child support, such as, employment services, counseling referrals and similar assistance projects.

Within BCOE, CSEA shall maintain and supervise the Court, Undisbursed Collections, and Investigations Units, which will be staffed solely by State employees. The Contractor will, however, work in concert with these CSEA operated units.

A. Child Support Service Delivery

The following categories of services are required of the successful Offeror and are described in greater detail in the Contractor Requirements herein.

1. With the exception of the State operated units identified in Section 3.7, manage and operate child support services and functions in Baltimore City.
2. Maintain communication and interface relationships with other agencies as provided for in Section 3.4.5.
3. Maintain internal policy and procedures and case documentation as specified in Section 3.4.6.

B. Administrative Support

1. Provide an organizational structure and staffing in Baltimore City as specified in Section 3.4.7.
2. Acquire and maintain facilities in Baltimore City as specified in Section 3.4.8.
3. Implement the equipment and software provisions for Baltimore City as specified in Section 3.5.
4. Comply with CSEA's quality control reviews and implement an internal audit function as well as respond to CSEA Self-Assessment reviewers, monitoring and audit findings as specified in Section 3.6.
5. Implement the transition responsibilities for Baltimore City as specified in Section 3.11.
6. Hire Key Personnel as specified in Requirements Section 3.12.

C. Service Level Expectations –Section 3.8

1. Implement operational procedures and new initiatives designed to optimize production for performance standards for performance measures.
2. Implement operational procedures and new initiatives designed to maximize disbursed collections.
3. Implement operational procedures and new initiatives designed to achieve maximum customer service performance.
4. Implement operational procedures and new initiatives designed to achieve minimum Undisbursed Collections.

D. Automated Systems Access

To manage and operate the full range of child support services described in Section III of this RFP, use of the State operated automated systems is mandatory. Compliance with the State's IT security requirements is mandatory. Further information is provided in Section 3.5 and by following the link to the State of Maryland Information Technology Security Policies (<http://doit.maryland.gov/policies/Pages/PoliciesGuidance.aspx>).

OTHS staff will assist with the set up of hardware for operations and perform software installation and upgrades on PC workstations and communications at

no charge to the Contractor. Once OTHS has approved the installation of the equipment, controllers, workstations and printers, they may not be relocated or moved without the prior written approval and assistance from OTHS. In addition, any changes or modifications to the system hardware or software requires the written approval from OTHS.

Specifically, access to the following current systems and any future systems implemented by the State will be provided to the Contractor and the Contractor must be linked to and provide security as provided for in the Department's automated system security requirements in <http://doit.maryland.gov/policies/Pages/PoliciesGuidance.aspx>

- **Client Information System (CIS)**

CIS is a mainframe-hosted system currently residing on an IBM mainframe located in a secure ACS State and Local Solutions, Inc. hosting facility in Dallas, Texas. CIS is a set of complex, custom developed, automated processes that provides a centralized store of information on DHR customers and determines their eligibility for agency services. CIS is composed of the following subsystems: CARES, Services, and CSES.

CIS supports the business activities of many DHR's programs – the Federal Title IV-A (TANF, Formerly AFDC), Title XVI (Supplemental Security Income) and Title IV-D (CSE) of the Social Security Act. The Food Stamps (Title 7 USC) and Medical Assistance Programs (primarily Titles XIV, XIX and XXI of the Social Security Act) are integrated with the previously listed benefits programs and a number of social services reporting requirements.

- **Client Automated Resource and Eligibility System (CARES)**

CARES is a mainframe application that maintains individual and case-level information. CARES determines technical and financial eligibility for public assistance programs, calculates and initiates benefits issuance, produces necessary management reports and interfaces with the Department of Health and Mental Hygiene's (DHMH) Medicaid Management Information System (MMIS II). CARES also identifies, tracks, and provides timely notification to workers and supervisors for all actions required to complete case processing.

- **Child Support Enforcement System (CSES)**

CSES is a web-based application that maintains a database of information pertaining to child support cases registered in the State of

Maryland. CSES also provides functionality for registering child support cases (Intake), locating parties to child support cases (Locate), and establishment of paternity and child support (Establishment), enforcement of child support and medical support court orders (Enforcement), and collecting and disbursing payments (Financial). CSES interfaces with State, Federal and private agencies for the purpose of performing locations, maintaining current participant demographics, payment collection and disbursement, and enforcement of court orders.

CSES is available when CIS is available. The current 2010 CIS Production Operations Schedule (**Exhibit 4**) is available in the Appendices. DHR will issue any changes in the schedule to the Contractor.

- **Baltimore City's Child Support Enforcement Systems**

The Baltimore City child support system was the donor system that provided case level data converted to CSES in March 1998. This system is housed on the same IBM ES 9000 mainframe computer as CIS and is currently accessible for inquiry purposes only. The Baltimore City Office of Child Support Enforcement (BCOCSE) system provides case data and payment history from 1997 through February 1998. Financial Data only prior to 1997 are stored on microfiche.

E. Cooperative Reimbursement Agreement (CRA) Agencies' Services

As required by federal regulations at 45 CFR § 302.34, CSEA has entered into cooperative reimbursement agreements with courts and law enforcement officials for services related to establishment and enforcement of child support and medical support obligations.

To assist the BCOCSE in its mission, the following CRAs have been established in Baltimore City:

1. State's Attorney's Office. The Office of the State's Attorney does not provide general legal advice or representation to the Contractor or to the Contractor's employees or subcontractors. The State's Attorneys' responsibilities are limited to representing the Child Support Enforcement Administration in civil child support cases and representing the State in criminal cases. The Contractor is responsible for its own legal services.
2. Sheriff's Office. This office provides service of process and execution of warrants for the establishment of paternity, and establishment and

enforcement of child support and medical support obligations.

3. Circuit Court Master. The Master conducts hearings and makes recommendations related to establishment, modification and enforcement of child support and medical support obligations
4. Clerk of the Court. This office maintains records of all paternity and support orders (including medical support and interstate case records). In addition, this office accepts pleadings and papers for filing, makes docket entries, and issues summonses and writs. This office assures that court files are available for court and Master's hearings and provides courtroom clerk services for such hearings.

F. Child Support Policy and Automated System Training

The Contractor shall require the Chief Trainer to participate in CSEA's Introduction to Child Support as a Train-the-Trainer within the first two (2) weeks of Contract start date. In the Train-the-Trainer scenario, the Contractor assumes responsibility for training its employees. The Chief Trainer shall train new employees on CSEA's Introduction of Child Support within the employee's first three months of employment.

At its option, the State will provide Train-the-Trainer sessions on new initiatives to bring the Contractor's staff information related to policy and/or system changes.

G. Statutory Remedies and Services Available to Child Support Programs

CSEA currently administers the following programs that facilitate the location of parents, establishment of paternity, collection and disbursement and enforcement of child support obligations. These programs are mandated by Federal and State laws and regulations. The Contractor shall adhere to CSEA policy and procedures in administering these and any future mandated programs:

Voluntary Paternity Acknowledgement Program - Offers unwed parents the opportunity to establish paternity for their child(ren) by signing an Affidavit of Parentage form. Parents can sign the Affidavit of Parentage form at the local child support office or in the hospital at the time of the child's birth. The Affidavit of Parentage is available for parents to sign and establish paternity for their child(ren) without having to go to court and allows the father's name to be placed on the birth certificate.

New Hires Reporting Program - Requires that employers report data on all newly hired employees to their State Directory of New Hires. This information is used to locate parents, establish support orders or enforce

existing orders. Once a match is done, the State will transmit the New Hires reports to the National Directory of New Hires, where the reports will be matched with national child support information.

Treasury Offset Program – Requires states to certify arrears of noncustodial parents to the federal Office of Child Support Enforcement (OCSE) for offset by the U.S Department of the Treasury of certain federal payments, including retirement pay, travel reimbursement, and compensation for services by an independent contractor. The funds are used to pay off the child support arrears.

Federal Tax Refund Offset Program – Noncustodial parents who owe at least \$500 in child support arrears and the arrears are greater than or equal to two (2) times the current support ordered amount are certified to the federal OCSE for federal tax intercept.

Interstate Case Registry – Each state is required under the Personal Responsibility Work Opportunity Reconciliation Act of 1996 (PRWORA) to establish a State Case Registry (SCR) in its Child Support Enforcement automated system that contains records of all child support orders established or modified within the state. This includes Non IV-D child support orders established by private attorneys. The SCR must transmit data to the Federal Case Registry (FCR).

State Tax Refund Intercept Program - Noncustodial parents who owe at least \$150 in child support arrears and the arrears are greater than two (2) times the current support ordered amount are certified to the Maryland State Comptroller for interception of their State tax refunds.

Unemployment Insurance Benefit Intercept Program - Noncustodial parents for whom income withholding is in place are subject to the interception of unemployment benefits. CSEA has an automated interface with the DLLR. When an automated match occurs between a child support obligor and a recipient of unemployment benefits, DLLR intercepts the benefit and transfers the funds to CSEA. The amount intercepted may not exceed the lesser of the court order amount or the limits of the federal Consumer Credit Protection Act.

Lottery Intercept Program - By law CSEA certifies cases to the State Lottery Agency to collect arrears from lottery winnings. The certification is made monthly to intercept lottery winnings which are paid by the State Lottery Agency.

Central Collections and Disbursement - States are required to establish and operate a State Disbursement Unit (SDU) for the collection and disbursement of payments under court orders in IV-D and in Non IV-D cases.

The Professional License Suspension Program - Operates under the authority of State law which authorizes the CSEA to request a licensing authority to suspend or deny a license of a noncustodial parent who is more than 120 days out of compliance with the most recent child support order.

Driver's License Suspension Program - Operates under State law which requires the Motor Vehicles Administration, upon notification from CSEA, to suspend the license of any noncustodial parent who is sixty (60) days or more out of compliance with the most recent child support order.

Financial Institution Data Match Program and Judicial Garnishments - Under State and federal law, financial institutions are required to provide information to CSEA regarding accounts held by noncustodial parents who owe child support arrears. Garnishment of accounts may be pursued for enforcement of child support.

Administrative Income Withholding - CSEA has the authority to issue an administrative income withholding notice to employers of noncustodial parents who are subject to withholding. In addition to current support, CSEA has the authority to require additional payment for arrears. Upon receipt of the notice, the employer must withhold the amount stated in the notice and forward the funds to the State Disbursement Unit.

Passport Denial - Noncustodial parents who are at least \$2500 in arrears in their child support payments are certified to federal OCSE for denial of an application for or renewal of a U.S. passport by the U.S. Department of State. The noncustodial parent must pay off the arrears in full or pay a lump sum and enter into a pay agreement to have the passport privilege reinstated.

Medical Support - Medical Support, which includes appropriate health insurance that is reasonable in cost and accessible to the child, should be included in all child support court orders. If appropriate health insurance is unavailable to either parent, the caseworker shall petition the court to include cash medical support in the order. Health insurance can be provided by either parent or both or by a third party until appropriate health insurance becomes available to one of the parents.

The correct Medical Support Information section on the Court Order Status screen, NCP Insurance Data screen, and CP Insurance Data screen, must be updated in CSES, as appropriate.

Reporting to Consumer Credit Agencies - CSEA reports debts to the consumer credit agencies when the arrears are equivalent to sixty (60) days delinquency. If there is a dispute regarding the existence or the amount of arrears, the noncustodial parent is notified of the delinquent account and given

the right to request a review. This information is system-generated and forwarded to the credit reporting agencies.

H. CSEA Self Assessment Procedures

CSEA is required by 45 CFR § 308 to conduct an annual State Self Assessment review and report the results to the Federal Office of Child Support Enforcement. The CSEA Internal Audit and Review Unit are responsible for performing the audits.

The audit will include a sample from the IV-D universe of cases. The local office is notified of the impending audit via an entrance conference, and provided a list of the cases to be reviewed, and review criteria to be used. The criteria covered include: case closure; establishment of paternity and support; enforcement of orders; disbursement of collections; securing and enforcing medical support orders; review and adjustment of orders; interstate services; and expedited processes.

Throughout the review process, cases found to have data reliability errors will be brought to the attention of the Contractor for correction.

The Self Assessment Unit will use the following procedures in conducting reviews of the Contractor's operation:

- Issue a list of cases to the Contractor to be reviewed.
- Notify the Contractor of cases with data reliability errors.
- Issue a draft report to the Contractor that contains a summary of the findings and instructions for responding to the findings.
- Conduct an exit interview conference to discuss the results of the review and the cases found to be out of compliance.
- Issue a final report to the Contractor that contains the Contractor's compliance rate and summarizes the findings. The final report shall incorporate any changes in findings that resulted from the exit conference.

I. Collection and Disbursement of IV-D and Non IV-D Payments

In accordance with Federal law (45 CFR § 303.8), the collection and disbursement of IV-D and Non IV-D child support payments are processed by the State Disbursement Unit (SDU). CSEA's SDU is responsible for receipting/payment processing.

1. **Receipting/Payment Processing:** This consists of receipt and accounting for payments from noncustodial parents, employers, other

states, Comptroller of Maryland, United States' Treasury, State Lottery Agency, Department of Labor, Licensing and Regulation, Maryland Local Child Support Agencies etc., and identifying them to a case.

CSEA's State Disbursement Unit manages the portion of the payment processing function that handles payments from noncustodial parents, employers and other states. Payments by cash, check, and money order are manually processed. Account information related to these payments is uploaded to CSES on a daily basis. Some payments received from agencies of the State of Maryland, federal government, large employers, and other states are received electronically and automatically processed into CSES.

2. **Distribution:** Distribution is the process in which payment information is identified to CSES accounts. In the overnight batch process, CSES accounts are posted/credited with the amount received for IV-D and Non IV-D current support obligations and/or past due support obligations. Information related to funds that successfully distribute is transferred for disbursement.

In some instances, information provided is not sufficient to post/credit the appropriate account, account information is not available on the system or funds are remitted that do not belong to a Maryland child support account. In the overnight batch process these funds fall to exception reports as undistributed collections (see Section 3.4.3). Exception reports (Check Extract, Unprocessed and Funds Held in Escrow) are forwarded electronically, on a daily basis, to local child support agencies to identify the payments. The State operated UDC unit is responsible for the daily review of Baltimore City's exception reports, correcting the exceptions and notifying CSEA's central office of the appropriate action to take for disbursement to occur, if applicable. In some instances, this requires returning the funds to the payer.

In addition, payments that are disbursed to the custodial parent but returned because address information is incorrect are voided. These voided payments become undisbursed collections until new address information is obtained on the custodial parent and the payment is reissued and not returned.

3. **Disbursement:** Disbursement is the process of remitting funds to the custodial parent, DHR or other party. Custodial parent disbursements are handled through Interagency Agreements with the State Treasurer's Office for check printing and Comptroller of Maryland for check mailing. In rare instances, CSEA issues manual checks. To

increase the efficiency of the disbursement function and reduce undisbursed collections, CSEA is providing direct deposit services for customers with bank accounts and debit card (Cash Pay) services for custodial parents without bank accounts through Bank of America.

3.3 Objectives

The Department intends to acquire a Contractor to operate the BCOCSSE efficiently and effectively, and to maximize performance in paternity, child and medical support order establishment, enforcement of child support and medical support orders, and collection of child support to include collection on behalf of private orders, review, adjustment and services to customers. The Contractor shall maintain a highly trained work force capable of providing professional and responsive services to Baltimore City customers.

3.4 Contractor Program Requirements

The Contractor shall be responsible for the operation of a full cadre of child support services in Baltimore City in accordance with the provisions of this RFP, the Contract, and all applicable federal laws and regulations, state laws and regulations and CSEA policy. This includes any new federal laws and regulations and/or state laws, regulations or policy that may be enacted during the Contract term. Child Support Program Federal laws and regulations may be accessed at www.acf.dhhs.gov/programs/cse. State regulations may be accessed at www.dsd.state.md.us.

3.4.1 Intake

- A.** The Contractor shall conduct intake services for all child support customers who are referred for services by the local Department of Social Services (including Foster Care), interstate referral, and customers who file an application for services and pay the application fee. The Intake process is used to obtain and verify information (name, address, social security number, date of birth, place of employment, etc.) about both parents and children in common. Such information is required to establish paternity and/or support obligations, locate the noncustodial parent and schedule a hearing for both parents with a child support worker. The Contractor shall be responsible for:
1. Establishing case records within twenty (20) calendar days after receiving a referral through the Child Support First process, described in Section 3.4.1 B, from the Department of Social Services or an application for child support services, in accordance with 45 CFR§ 303.2.
 2. Informing all customers of their rights and responsibilities.

3. Conducting interviews to obtain information to complete the application process, facilitate the location of noncustodial parents and refer cases as needed to the State's Attorney's Office.
4. Conducting a review of the Client Data Base component of the Client Information System to determine if the customer and the associated case members are registered and have been assigned case and individual registration numbers.
5. Conducting a review of the CSES Division of Vital Records Database Interface to determine if a paternity affidavit exists for all IV-D cases needing paternity establishment.
6. Registering, within two (2) days of receipt, Non IV-D cases on CSES when a State Case Registry Information form is received.
7. Updating CSES screens simultaneously with the action taken.
9. Creating and maintaining case action logs to document every action taken by the child support worker and to document any interaction with the customer or other person or agency.
10. Maintaining a decentralized intake or Child Support First component with sufficient Child Support First Workers to serve TCA, Foster Care and Non-TCA Medical Assistance customers in Baltimore City (ref. Table 3-1A). Facilities, furniture and equipment are provided to the Contractor's Child Support First employees at the DSS offices at no cost to the Contractor.

B. The *Child Support First* process includes but is not limited to:

1. Interviewing every TCA applicant to obtain information necessary for determining if child support services are needed.
2. Conducting a review of the Client Data Base component of the Client Information System to determine if the TCA customer and the associated case members are registered and have been assigned case and individual registration numbers.
3. Registering TCA applicants, not known to the system, by accurately completing registration screens and obtaining the system assigned case and individual registration numbers.
4. Determining the child support service needed by the case and obtaining TCA customer cooperation with the Child Support office in providing required services to establish, enforce and collect child support payments.

5. Informing TCA customers of child support requirements and sanctions to be imposed if the customer is determined non-cooperative.
6. Referring the TCA customer for establishment services, if required.
7. Notifying the TCA worker of customer non-cooperation with child support requirements and requesting the imposition of sanctions.
8. Maintaining daily logs of TCA customers referred to the Child Support First component for services.
9. Using system generated reports and control logs, in partnership with the DSS, to ensure that all approved TCA applicants have complied with the necessary child support requirements.

3.4.2 Child Support Establishment and Support

A. Location of Noncustodial Parents

The Contractor shall attempt to locate noncustodial parents' addresses and asset information in order to: 1) establish paternity; 2) establish child support and medical support obligations; and 3) enforce child support and medical support obligations.

Location is the process of obtaining and verifying noncustodial parent address, employment and or asset information that can be used to take the next appropriate action. The location functions include but are not limited to the following:

1. Within seventy-five (75) calendar days of determining that location is necessary, accessing all appropriate local, state and federal location sources in accordance with 45 CFR§ 303.3. The Location sources include, but are not limited to:
 - Relatives and friends of the noncustodial parent
 - Current or past employers
 - Local telephone company
 - Local utility company
 - U.S. Postal Service
 - Department of Corrections
 - Department of Health and Mental Hygiene's Division of Vital Records
 - Department of Labor, Licensing and Regulation
 - Motor Vehicle Administration
 - Credit Reporting Agencies

- Expanded Federal Parent Locator Service (eFPLS)
 - New Hire Registry
 - Resources established by the Contractor
 - State Parent Locator Service (SPLS)
2. Issuing an administrative subpoena, when appropriate, to elicit location information from sources not subject to automated access.
 3. Making repeated location attempts in cases where previous location attempts have failed, on at least a quarterly basis or when new information becomes available.
 4. Using automated access of eFPLS to obtain location information from the Federal Case Registry (FCR), the National Directory of New Hires, Multi-State Financial Institution Data Match, and various federal agencies, including the Social Security Administration, the Department of Defense and the Veteran's Administration.
 5. Referring appropriate cases to another state's Interstate Central Registry for location services in accordance with 45 CFR § 303.7 by using an Interstate Child Support Enforcement Transmittal Form or, if available, directly through the Child Support Enforcement Network (CSEnet).
 6. Providing on-line access to consumer credit reporting agencies for address and asset identification purposes. The Contractor shall be responsible for all costs associated with consumer reporting agency access.
 7. Updating CSES to include the appropriate screens and case action logs with all case actions taken to locate noncustodial parents, referring the case to next service activity, and, if appropriate, filing in the case record any documents obtained for verification purposes.
 8. Immediately (same date information is obtained) updating CSES and the case record with the location information for the noncustodial parent.

B. Establishment of Paternity

The Contractor shall establish paternity for children in the IV-D caseload needing paternity establishment, using voluntary acknowledgments or through judicial process in accordance with 45 CFR § 303.5. All actions taken by the Contractor to establish paternity shall comply with federal and state laws, CSEA policy and local court rules. Paternity services include, but are not limited to the following:

1. Identifying, for children born out of wedlock, whether or not paternity has been established either through the judicial process or the Voluntary Paternity Acknowledgment Program.
2. Attempting to establish paternity, when appropriate, using administrative procedures by offering the Affidavit of Parentage to unwed parents, notifying them of their rights and obtaining signatures.
3. Referring all appropriate cases for genetic testing and utilizing genetic testing services under the State's existing genetic testing contract. The Contractor shall maintain documentation of testing results. The Contractor shall provide, in its facility plan, space in the Central BCOCSE office and in one of the other eight (8) locations for obtaining genetic test samples.
4. Pursuing paternity for all putative fathers in any case where more than one putative father has been named.
5. Providing the Sheriffs' Offices with all information that is required to complete service of process of petitions for paternity establishment.
6. Preparing all necessary documents required by the courts in Baltimore City to establish paternity.
7. Updating CSES to include the appropriate screens and case action logs with all case actions taken to establish paternity, referring the case to the next service activity, and filing appropriate documents in the case record.
8. Updating CSES with the appropriate paternity establishment indicator. In no event should both the Paternity Established by Voluntary Acknowledgement and Paternity Established by Court Order indicators be updated on the same case. In such instances, the Contractor shall update the paternity indicator of the method that first established paternity.
9. Update CSES on the appropriate child's data screen with each child's state of birth.

C. Establishment of Support Order

The Contractor shall facilitate the establishment of obligations for child support and medical support in all IV-D cases needing support orders. The following activities shall be implemented, as provided for in federal and state laws and regulations, CSEA policy and court rules.

1. Establish, within ninety (90) calendar days of locating the alleged father or noncustodial parent, regardless of whether paternity has been established, an order for support and, if necessary, paternity; or completing service of process necessary to commence proceedings to establish paternity and/or order of support in accord with 45 CFR § 303.4.
2. Obtain income and other information from both parents or from appropriate automated data sources that is necessary for calculating and applying the Maryland Child Support Guidelines (Guidelines).
3. Negotiate consent agreements to establish paternity and/or child support and/or medical support obligations. If the negotiated amount deviates from the Guidelines, the case record and CSES must document the reason for the deviation, the amount of the deviation, and how the amount serves the best interest of the child.
5. Refer the consent agreement and Guidelines worksheet to the Baltimore City State's Attorney for legal sufficiency review and filing with the court for approval.
6. Include provisions for immediate income withholding and medical support in petitions for all new and modified orders.
7. Establish immediate income withholding or medical support/health insurance enrollment requirements, as appropriate, in all new or modified orders.
8. Refer to the Baltimore City State's Attorney any cases in which consent agreements could not be reached, including all relevant information and documentation obtained.
9. Update CSES by documenting all actions taken to establish orders and to document that the order is established and any employment information obtained at the time of establishment by entering required codes, entering required information on required screens, establishing required accounts for documenting payments and filing required documents in the case record, as specified in CSEA policy.

D. Enforcement of Support Orders

The Contractor shall enforce child support and medical support orders as required by federal regulations, state laws and policy and local court procedures. This includes monitoring compliance with support obligations,

reviewing and updating case information, responding to inquiries from custodial and noncustodial parents, and taking appropriate enforcement actions when noncustodial parents become delinquent in their payments. Enforcement activities include, but are not limited to:

1. Identifying that the noncustodial parent failed to make payments in an amount equal to current support payable for one month and, within thirty (30) days of identifying the delinquency, enforce the obligation using all enforcement procedures in accordance with applicable federal and state laws and regulations and CSEA policy and court procedures.
2. Entering employment information into the automated system within five (5) days of identifying the noncustodial parent's employment information.
3. Issuing a copy of the National Medical Support Notice (a standard form developed and implemented by the federal OCSE for use in notifying employers to include the noncustodial parent's child(ren) in the employer provided health insurance) required by CSEA policy to a newly identified employer in cases in which the noncustodial parent is obligated to cover health insurance.
4. Monitoring employer compliance with the provisions of the income withholding notice or a medical support notice.
5. Within forty-five (45) days of issuance of an income withholding notice, identifying employers who fail to comply with the provisions of the income withholding notice.
6. Within thirty (30) days of identification, taking action to bring non-compliant employers into compliance with income withholding requirements, to include contacting the employer and/or, if appropriate, taking legal action as specified by Family Law Article §10-129(d), Annotated Code of Maryland.
7. Within thirty (30) days of identification, taking action to bring non-compliant employers into compliance with the national medical support notice requirements by contacting the employer and forwarding to the employer a copy of the underlying order or by issuing a Qualified Medical Child Support Order generated from CSES.
8. Refer all requests for investigations to the state operated Investigations Unit when a noncustodial parent requests an investigation pursuant to any enforcement program

9. Participating in special performance improvement and case maintenance projects by identifying and taking appropriate actions in cases requiring clean up (the use of standard procedures and reports to review and update information on cases contained in CSES).
10. Using administrative or judicial processes to enforce current support due and increase payments on arrears.
11. Establishing and implementing procedures for timely identification and referral of cases to the state operated Court Unit for contempt proceedings.
12. Updating CSES by documenting all actions taken to enforce support orders, entering required codes and required information on appropriate screens and filing required documents in the case record as specified in CSEA policy.
13. Utilizing routine and ad-hoc reports supplied by CSEA, to ensure that the data maintained in CSES is current and accurate, and to target cases that require action based on certain criteria. The Contractor shall compare the data contained in these reports against CSES data and update CSES as appropriate and take any other appropriate action. Examples of routine reports include:
 - a. Quarterly Death Match – List of noncustodial parents that were matched in the comparison between the Maryland Division of Vital Records database and the CSES. The average number of noncustodial parents matched per quarter in 2008 is 139 for Baltimore City.
 - b. Monthly Prisoner Match – List of noncustodial parents that were matched in the comparison between the Maryland Department of Corrections database and the CSES. The average number of noncustodial parents matched per month in 2008 is 726 for Baltimore City.
 - c. Monthly State Employee Match – List of noncustodial parents that were matched in the comparison between the Maryland Central Payroll Division database and the CSES. The average number of noncustodial parents matched per month in 2008 is 142 for Baltimore City.
 - d. Semi-annual Social Security Number Match – List of noncustodial parents that were matched in the comparison of the Social Security Administration database and the CSES.

The average number of noncustodial parents matched semi-annually is 3,000 for Baltimore City.

E. Review and Adjustment of Support Orders

The Contractor shall review and adjust, when appropriate, child support and/or medical support orders in accordance with federal regulations, State policy and local court procedures. For TCA cases, the Contractor is required to conduct a review at thirty-six (36) month intervals.

For Non-TCA cases, the CSE agency sends the parties a notice of their right to request a review every thirty-six (36) months from the date the support order was established, modified, or last reviewed for modification. For Non-TCA cases, the Contractor is required to conduct a review if requested in writing by either party.

A review must be conducted within 180 calendar days of receiving a request for a review or of locating the non-requesting parent.

The Contractor shall perform the review by compiling income and other information from both parents or from appropriate automated data sources and then calculating the support amount in accordance with the Maryland child support guidelines.

Updating CSES with all actions taken in the review and adjustment of the child support and medical support orders and filing required documents in the case records.

F. Collection and Disbursement of IV-D and Non IV-D Payments

In accordance with Federal law (45 CFR § 303.8), the collection and disbursement of IV-D and Non IV-D child support payments are processed by the State Disbursement Unit (SDU). CSEA's SDU is responsible for receipting/payment processing.

Payments in check are manually processed. Account information related to these payments is uploaded to CSES on a daily basis. Payments received from agencies of the State of Maryland, federal government, large employers, and other states are received electronically and automatically processed into CSES.

G. Interstate Case Processing

The Contractor shall provide services to establish paternity, establish and enforce child support and medical support obligations, and review and adjust Interstate cases in accordance with 45 CFR § 303.7, Title 10, Subtitle 3,

Annotated Code of Maryland, Maryland Family Law Article (Maryland Uniform Interstate Family Support Act- UIFSA), and CSEA policy. The Contractor shall designate an Interstate Liaison who will work in conjunction with CSEA Interstate personnel to provide these services. Interstate case processing activities include:

1. Responding within five (5) business days of receipt of an inquiry from the Federal OCSE.
2. Initiating and responding to all interstate transactions using the appropriate federal Intergovernmental Forms and the Child Support Enforcement Network (CSENet).
3. Establishing paternity and support orders, enforcing child support and medical support orders, and reviewing and adjusting orders, as appropriate.
4. Acknowledging receipt of all interstate information and requests from Maryland's Interstate Central Registry (ICR) within ten (10) business days using the Maryland Central Registry Interstate Tracking System (CITS).
5. Acknowledging receipt of all interstate requests from another state within ten (10) business days.
6. Documenting receipt of all interstate requests and/or transactions in the CSES Case Action Log.
7. Accessing the federal Query Interstate Cases for Kids (QUICK) program (for those states participating in the program) to validate and reconcile data to ensure information on CSES is accurate and correct.
8. Notifying the other state within thirty (30) business days when a data discrepancy is identified.

3.4.3 Collection Services

A. Centralized Collection and Payment Processing

The Contractor shall be liable for misapplied payments that are the fault of the Contractor, including but not limited to, errors in setting up accounts, errors in account maintenance, manual posting errors by the Contractor, errors on the Contractor's transmittal log, or negligence. In such instances, the Contractor shall reimburse the CSEA Central Depository Account for the misapplied payments by remitting payment to the CSEA Accounting and Banking Services Unit. The Contractor may establish recoupment accounts outside of

CSES. The Contractor must fully document CSES by naming the party the Contractor is seeking recoupment from, stating the amount of debt to be recouped, describing the circumstances that caused the debt, and documenting its efforts to collect the debt. The Contractor may not recoup monies by withholding support payments without the express written consent of the party who owes the debt.

The Contractor shall notify the Maryland SDU, in writing, upon learning from any party of the issuance or intention to issue a bank stop payment on a check issued for the purpose of paying a child support obligation. SDU notification must be accomplished within the same business day. The Contractor shall be liable for any losses incurred by CSEA for failure to notify the SDU and that loss shall be deducted from the next Contractor's invoice following notice of the loss.

The Contractor shall collect application fees, payments received by mail, payments received over-the-counter, and payments made in court. The Contractor shall inform customers who pay over-the-counter or pay by mail that payment must be remitted to the Maryland State Disbursement Unit (SDU). The Contractor shall establish and maintain procedures to operate the following centralized collection and payment processing functions in Baltimore City.

1. Ensuring that payments received at the Contractor's cash window and in court are safeguarded, restrictively endorsed by writing or stamping "For deposit only" on the back of the check or money order, recorded in a transmittal log, and transmitted to SDU within twenty-four (24) hours (up to seventy-two (72) hours in case of holidays, scheduled closings or emergencies) of receipt. The Contractor shall provide a receipt to the payer when an over-the-counter or court payment is received. The transmittal log shall include at a minimum: the payee name, the check number, the date of receipt, the date of the check, the check amount, the issuer (payer), and the case number or individual registration number.
2. Reconciling transmittal log against payments posted in CSES.
3. Following generally accepted accounting principles and generally accepted auditing standards in managing the decentralized collection and payment processing functions.
4. Depositing payments received by Contractor in CSEA's central disbursement account.
5. Conducting and maintaining records of the monthly bank reconciliation.

B. Undistributed Collections (UDC) Processing

The State will staff and operate the UDC Unit. The Contractor shall make available to the State staff all automated location tools, case files and information in order to locate parents to distribute support payments.

3.4.4 Customer Services

A. Call Center. The Contractor shall establish a customer service call center within the BCOCSE offices that is equipped to handle customer calls related to all aspects of the child support program, including but not limited to the following:

- Receipt, distribution and disbursement of child support payments
- Case Status
- Tax refund offsets
- Address updates
- License revocations
- Asset seizure
- Support order modifications
- General child support questions

The Call Center shall, at a minimum:

- 1) Provide a telephone system that is capable of capturing performance data, including the total number of calls received, average wait times, lost call rate and total calls answered.
- 2) Provide standard information and responses to frequently asked questions as contained in CSEA's Customer Care Center Desk Guide. The Desk Guide will be provided to the successful Offeror after notification of award.
- 3) Hire full-time employees who are exclusively dedicated to handling customer service calls. Ensure that at minimum the customer service call center is capable of responding to customers in English and Spanish.
- 4) Maintain a lost call rate of no more than ten (10%) percent. The measurement for the lost call rate will begin after the caller has been connected to the system and queued for a representative and chooses to terminate the call prior to being connected to the representative.

- 5) Maintain an average wait of no more than ninety (90) seconds for a customer service representative to answer the telephone.
 - a. Update CSES case action logs and other appropriate screens to document the customer inquiries and resolutions.
 - b. Maintain a log of requests for applications to be mailed, requests for change of address, and the number of Income Withholding Order Forms initiated by the call center.

B. Liaison with the Department's Call Center. The Department maintains a centralized call center for all the Department's services and units. The Department's Call Center operates between the hours of 8:00 AM and 5:00 PM, Monday through Friday. Calls received relating to child support services in Baltimore City will be referred to the Contractor through work orders, priority Work Orders, and "HOT" calls for further action. The Contractor shall:

1. Designate and maintain staff in the Baltimore City office to answer all "HOT" calls (calls received at the call center that require the immediate attention of the Contractor) forwarded by the Department's Call Center.
2. Upon receipt of Work Orders resulting from a customer inquiry to the Department's Call Center, acknowledge receipt by telephoning the customer, taking appropriate action and updating CSES with a case action log within twenty (20) days.
3. Upon receipt of a "priority" Work Order from the Department's Call Center, the Contractor must contact the customer within forty-eight (48) hours of receiving the priority work order and take appropriate action to resolve the issue or concern. The Contractor shall update the case action log within forty-eight (48) hours of receipt of priority work order.
4. Establish and maintain a log of the following:
 - "HOT" calls referred from the Department's Call Center and action taken
 - Work Orders received from the Department's Call Center by type and the action taken.

The log must contain the following:

- Customer's name, case number and/or last four (4) digits of the social security number
- Issue to be resolved
- Case manager assigned to complete the work.

C. Walk-in Service. The Contractor shall provide the following services to walk-in customers at each of the nine (9) BCOCSE offices (to include the Central BCOCSE office and the eight [8] Department of Social Services locations):

1. Disseminate information regarding available services, rights and responsibilities, fees, disbursement and recoupment policy.
2. Offer timely assistance in all customer interactions and demonstrate diligence in resolving customer concerns at the time of initial contact with the customer. Ensure that unresolved customer inquiries are forwarded to the assigned case manager on a daily basis.
3. Maintain a confidential record of all walk-in customers by date of visit. The record must contain the customer's name, case number and/or last four (4) digits of the social security number, the issue to be resolved, and the case manager assigned to complete the work.
4. Maintain a confidential record of application requests by the date of request. The record shall contain the customer's name, case number and/or last four (4) digits of the social security number, and address.
5. Provide a receipt for any documents provided by walk-in customers. The receipt will include the date, time, name of person receiving the document, and a description of the document received.
6. Provide an application package to include Forms 980 and 980A and the State prepared orientation package for child support services.
7. Respond to issues presented within ten (10) calendar days.
8. Create case action logs, and update automated and hard copy case files with any changes or actions taken.

D. Inquiries from CSEA or Local Child Support Enforcement (CSE) Offices. The Contractor shall:

1. Assign designated persons in the Baltimore City office to act as liaisons between the Contractor and CSEA, Local CSE and related State offices.

2. Respond to CSEA or local CSE office customer service work orders by the due date provided on the work order.
3. Update the automated system and case records with receipt of new or updated information.

E. Written Correspondence.

1. The Contractor shall maintain a log of all customer inquiries and requests by date of receipt. The log shall contain the customer's name, case number and/or last four (4) digits of the social security number, the type of request or issue to be resolved, case manager assigned to complete the work, and the date that the response was returned to the customer.
2. The Contractor shall respond to written correspondence and e-mails from the Department's customer service unit or the Department's Call Center (Section 3.4.4 B) as follows:
 - Forward customer inquiries to the assigned case manager on a daily basis for resolution.
 - Disseminate applications for services and provide information regarding available services, rights and responsibilities, fees, disbursement and recoupment policy within five (5) calendar days of receipt of the written request.
 - Update the automated system and case records upon receipt of new or updated information.
 - Respond to written requests and emails within twenty (20) calendar days of receipt of correspondence.

F. Reporting. The Contractor shall submit a monthly report to CSEA that includes the following elements:

1. The total number of Work Orders, Priority Work Orders and Hot Calls received from the Department's customer call center. The total number responded to within the time frames established on the Work Order issued by the CSEA or local CSE offices.
2. Number of written correspondence received directly by the Contractor and the number of walk-in customers seen at the Contractor's facilities.
3. Number of inquiries received from CSEA Central, local CSE offices, and the Department's Customer Call Center.

4. Total number of full-time and part-time staff assigned to customer service functions.
 5. An assessment of customer service inquiries and complaints by types (Hot Calls, correspondence, in-person) and category of issues. A description of increases or decreases by type and category, and an analysis of trends or deficiencies related to the delivery of service.
 6. The format for the monthly report shall be developed by the Contractor using State established data fields “previously described” and approved by CSEA within forty-five (45) days after notice to proceed. The monthly report is due by the 10th day of the month following the report month.
- G. Publicity.** Publicize any child support information and brochures, including CSEA’s Orientation Package to the courts, local legal associations, advocacy groups, local social services agencies, libraries, community-based organizations, etc. The information will be provided by CSEA at the Post-Award Orientation Conference (Section 3.13) .

3.4.5 Communication and Interface with Other Agencies and State Project Manager

The Contractor shall maintain a high level of cooperation and communication with staff in CSEA, Baltimore City Cooperative Reimbursement Agreement Agencies, Baltimore City Department of Social Services and other child support partners (i.e., Judiciary, local child support agencies and other jurisdictions). These interfaces are necessary to efficiently carry out the requirements and functions described in this RFP.

The Contractor’s Project Manager shall meet with CSEA monthly and the CRAs quarterly, or as directed by the State, to integrate and coordinate associated services. The first meeting shall take place in December 2010, and quarterly thereafter.

The Contractor shall participate in a variety of intra-jurisdictional (Baltimore City agencies) and inter-jurisdictional (Baltimore City and other counties or states agencies) meetings for the purpose of improving Program performance and fostering communication. The number and types of staff assigned to these meetings must be consistent with the scope and responsibility of the agenda. Regular participation from the same designated representatives is essential. The Contractor will be notified in advance of the proposed meetings.

3.4.6 Internal Policy and Procedures and Case Documentation

- A. Internal Policy and Procedures.** The Contractor shall submit to CSEA a copy of the internal procedures, including a training plan, within twenty (20)

calendar days after the Contract start date. The State may require the Contractor's procedures to be updated, as appropriate.

- B. Case Documentation.** Along with hard copy documents that shall be maintained in the physical files, the Contractor shall document CSES with case action logs at the time the action is taken, to include any contact with the custodial or noncustodial parent with date, reason and result.

At minimum the following documentation shall be maintained in physical files and shall include:

- Copies of Affidavits of Parentage or paternity orders and orders for child and medical support, income withholding and medical support.
- Documentation for the calculations used in determining the amount of support based on Maryland Child Support Guidelines and justification for deviating, if applicable.

3.4.7 Organizational Structure and Staffing

The Contractor shall establish and maintain an organizational structure that provides for administration, management and supervision of all child support functions for which it is responsible under the Contract. The organization shall be designed to manage and carry out the following functions:

- Intake to include Child Support First
- Locate
- Establishment of Paternity, Child Support and Medical Support Orders
- Enforcement of Child Support and Medical Support Orders
- Review and Adjustment of Child Support and Medical Support Orders
- Centralized Collections
- Interstate Case Processing
- Customer Service
- Minimize the use of temporary staff and staff turnover
- Provide standard operating procedures showing what tools will be used, and how activities will be organized to meet performance in paternity establishment, child support and medical support order establishment, current support collection, and cases paying on arrears.

3.4.8 BCOCSE Office Space

The Contractor must acquire space in which to operate the Program. The current privatization child support contractor is operating the Central BCOCSE Office at 1 North Charles Street, Baltimore, Maryland 21201. Prior to the current contract, the Central BCOCSE Office was housed at 200 North Howard Street, Baltimore, Maryland 21201, consisting of approximately 46,873 square feet.

In acquiring facilities to operate the BCOCSSE, the Contractor shall, at a minimum:

- Obtain facilities to house the personnel who will work at the Baltimore City site in offices conducive to and compatible with the type of work that each staff member will perform. The facilities shall be in a building that meets standards established under the U.S. Department of Justice Americans with Disabilities Act of 1990 (ADA). The facility shall be accessible to public transportation and the Baltimore City Courthouse located at Clarence M. Mitchell, Jr. Courthouse, 100 N. Calvert Street, Baltimore, Maryland 21202.
- Ensure a safe working environment for both customers and staff to include building security and waiting room space for customers. Televisions with video players shall be installed in waiting rooms where child support informational videos provided (at no cost to the Contractor) by the Department will be shown.
- Provide space for, at a minimum, twenty (20) persons for customer orientation sessions.
- Maintain space and offices that are uncluttered with private interview areas and allow customers ready and timely access to appropriate child support personnel.
- Ensure that the office is clearly identified by professional, quality signs. At a minimum, the signs shall display the name of the Baltimore City Office of Child Support Enforcement, days and hours of service, and telephone numbers during regular hours and non-service hours.

In addition to space for functions performed by the Contractor, the Contractor shall provide space in the Baltimore City facility for State employees, their authorized representatives, and legal staff assigned to BCOCSSE as follows (See Section 3.7):

- Five (5) CSEA personnel who are liaisons to the BCOCSSE responsible for technical assistance, quality reviews, and contract management. The space shall be equipped with five (5) desks, five (5) chairs, five (5) file cabinets, and telephone instruments; one (1) copy machine; and one (1) fax machine. In addition, the space shall contain five (5) telephone lines that provide local and long-distance service, and five (5) data lines for access to CSES. In addition, the space must be secure and have a door with a cipher or key lock that is controlled only by CSEA and Contractor's security staff.
- Seventeen (17) legal unit staff consisting of eleven (11) Baltimore City State's Attorneys and six (6) CSEA employees. These personnel must have private offices. The space shall include seventeen (17) telephones and lines with local, nationwide and international long-distance service; and connectivity for seventeen (17) computers to access CSES. The entire space should be secure and have a door with a cipher or key lock that is controlled only by the Baltimore City State's Attorneys staff, the CSEA staff, and the Contractor's

security staff.

- Up to thirty-two (32) State employees assigned to the Court, Investigations, and Undisbursed Collections Units. The space shall include five (5) private offices, each equipped with a desk, chairs, file cabinet, telephone and line with local, nationwide and international long-distance service, and connectivity for access to CSES. The space shall also include up to twenty-seven (27) workstations equipped with a telephone and line with local, national, and long distance service, and connectivity for access to all automated tools, case files, and information required to perform their duties. The entire space should be secure and have a door with a cipher or key lock that is controlled only by the CSEA staff and Contractor's security staff.
- A secure space for the DNA Contractor to obtain genetic testing samples.
- Two (2) workstations for Self Assessment reviewers or auditors to conduct case record reviews.

3.5 Equipment and Furniture

A. Computer Equipment and Software

- All Contractor purchased office automation equipment shall be compatible with State automated systems as required in <http://doit.maryland.gov/policies/Pages/PoliciesGuidance.aspx>. The Contractor shall purchase, install, and test the computer equipment and software to ensure it is in accordance with the PC configuration standards in **Exhibit 2**, PC Configuration Standards and the security requirements in Exhibit 3 within thirty (30) days of notice of Contract award. The State Project Manager will coordinate the installation of required State software applications and the assistance of OTHS for equipment installation, if needed. Title to all such equipment and software shall immediately vest in the State as provided for in **Attachment D**, Services Contract and **Attachment A**, Pricing Proposal and be covered under the State's equipment maintenance agreement after the initial warranty period.
- Have a telephone system, and related lines and cable/wire, in place, and operational within thirty (30) days of the notice to proceed, that is capable of handling the customer service functions described in Section 3.4.4 A herein.
- Install a document imaging system approved by OTHS within thirty (30) days of the Contract start date.

B. Furniture and Equipment

The Contractor shall purchase its furniture and equipment for the BCOCSE. The cost of the following furniture and equipment (i.e. workstations [cubicles] and computer equipment) shall be included in the Contractor's Transition In cost on **Attachment A**. The State will supply the furniture and equipment identified in **Exhibit 6**, State Furnished Furniture/Equipment Inventory. **The Contractor should not buy anything included on Exhibit 6 unless it gets approval from the State Project Manager.**

Title to all such equipment will vest with the State and must be returned to CSEA in good condition, considering normal wear and tear, at the end of the Contract. The Contractor shall prepare an inventory of all equipment and furniture purchased for use under this Contract valued greater than \$100.00. The inventory shall be delivered to the State Project Manager no later than sixty (60) days after the start date of the Contract. It will be the responsibility of the Department to repair any equipment that becomes a part of the State inventory.

The State Project Manager and the Contractor will conduct a full survey and inventory of State-owned equipment and furniture to determine and document the current condition, within thirty (30) days of notice of recommendation for Contract award **Exhibit 6**. In addition, the Contractor shall conduct, on an annual basis, a full inventory of the State owned equipment and furniture and document the current condition and submit to the State Project Manager no later than thirty (30) days after the end of each Contract year.

If at any time during the course of the Contract the State owned equipment and/or furniture becomes obsolete, is broken or otherwise in need of repair, the Contractor shall notify the State Project Manager for assistance in removing and/or repairing such equipment. The Department will make the determination of whether equipment and/or furniture is to be repaired or replaced. If the Contractor removes or repairs any such equipment without prior authorization from the Department, CSEA will not reimburse the Contractor for the cost of or repair of the equipment and/or furniture. One (1) month prior to the end of the Contract, the State Project Manager and appropriate Contractor personnel will conduct a full inventory of State-owned equipment to document the condition at that point.

3.6 Monitoring and Audits

- A. Audits. CSEA Contract Liaisons, CSEA Internal Auditors, State Legislative Auditors, DHR Internal Auditors, Federal Auditors and any other private agent under contract with the State or federal governments may conduct unannounced, periodic monitoring and/or audits of the Baltimore City child support operation. The Contractor and the Contractor's employees and

subcontractors and subcontractors' employees shall cooperate fully and provide all necessary information and documents requested (verbal and written) to authorized CSEA monitoring and CSEA, State, federal and other audit staff to carry out the purposes of the audit. Such information must be provided within the designated timeframes as determined by the CSEA and auditors.

The Contractor shall be notified in writing of the results of any audits. The Contractor shall respond in writing to CSEA and correct any deficiencies noted by the CSEA as specified in the notification.

Internal Audit Functions. The Contractor, through an independent subcontractor, shall implement an internal audit function to include procedures for reviewing collection and payment processing activities, along with procedures for reviewing internal controls and payment processing and system security. The methodologies for conducting the internal audit shall be provided to CSEA no more than ninety (90) days after the Contract start date.

The initial Internal Audit report is due five (5) months after the start date of the Contract.

The Contractor shall conduct quarterly audits and report the results to the State Project Manager, to include any corrective actions taken to resolve deficiencies, to CSEA on a quarterly basis, within sixty (60) days after the end of the report quarter. The audits should occur using federal fiscal year quarters.

B. Quality Control Reviews (QCR)

Using quality review documents, **Exhibit 5** CSEA Contract Liaisons shall conduct quarterly reviews of the Contractor's case processing/maintenance to ensure compliance with federal and State law, and State policy and procedures. The purpose of the reviews is to ensure the integrity of the BCOSE operations. CSEA will conduct case reviews on a percentage of the cases as determined by CSEA. The first QCR will cover the first three (3) months that begin immediately following the *Transition In* period. CSEA will notify the Contractor with the results of each QCR. The Contractor shall correct any deficiencies identified by CSEA within the time frame specified in the notification from CSEA. The Contractor may also be required to provide a corrective action plan.

C. Self-Assessment

The Contractor shall cooperate with the Self-Assessment Review Team (See Section 3.2 H) and make available all requested case files, documents and information. The Contractor shall also respond to any request, either written or oral, within the timeframes established by CSEA.

3.7 State Supplied Services

A. **State Operated Units**

CSEA will manage and operate the Court, Investigations, and Undisbursed Collections Units for the BCOCSE. The State may consolidate the units, but will continue to manage and supervise the work functions and State employees.

- The **Court Unit** will manage cases referred for contempt proceedings. State employees assigned to the Court Unit will review each case referred by the Contractor to ensure that the Contractor has exhausted other enforcement remedies and verified the address of the noncustodial parent. State employees will initiate the steps to schedule the contempt proceeding, prepare the case prior to the hearing, testify at the hearing, perform all work subsequent to the court hearing, and notify the Contractor upon the conclusion of the contempt proceedings.
- The **Undisbursed Collections (UDC) Unit** will review cases with undisbursed collections, review the reason that the collections are undisbursed, and perform case management to facilitate resolution of the undisbursed collections.
- The **Investigations Unit** will handle all written requests from noncustodial parents, which are forwarded by the Contractor. State employees in the Investigations Unit will conduct the investigation following State policy and procedures, notify the case parties of the investigation and results as appropriate, and notify the noncustodial parent of his or her right to request a hearing through the Office of Administrative Hearing (OAH), as appropriate. The Contractor will also forward to the Investigations Unit any notice from the OAH of a scheduled hearing, or order resulting from an OAH hearing. The Investigations Unit will notify the Contractor of the results of any investigation and the results of any OAH hearing.

B. **Furniture and Equipment**

The State will supply the furniture and equipment identified in **Exhibit 6**, State Furnished Furniture/Equipment Inventory.

C. **Computer Software**

The State will also provide the necessary software, access and security privileges to connect to appropriate applications and system resources.

3.8 Minimum Service Levels

At the end of each FFY, the State provides to the federal government a report of the operations of the Child Support Program. The State's performance is measured at the end of each FFY to determine federal incentive dollars earned. These statewide performance measurements are defined in 45 CFR § 305. The Contractor's performance contributes to the State's overall report card and performance. The child support performance areas identified below are the areas in which the Contractor's performance will be measured. The Contractor shall provide service at or above the defined service level performance standards referred to as Service Levels.

The Contractor will be measured at the end of each FFY on Total Disbursed IV-D Collections, Paternity Establishment, Support Order Establishment, Current Support Collection, and Arrearage Collection.

A. Total Disbursed IV-D Collections

Total child support disbursed collections include support payments received and disbursed to the custodial parent on IV-D child support cases only. IV-D cases include Temporary Cash Assistance (TCA), Foster Care (FC), Non-Temporary Cash Assistance (NTCA), Non-Public Assistance Medical Assistance (NPA-MA), and orders that include both child support and alimony obligations.

The Contractor is required to collect and disburse Non IV-D support payments only. Non IV-D child support collections are payments received on child support cases not receiving child support services under Title IV-D of the Social Security Act. Other IV-D services, such as enforcement and review and adjustment are not provided to these cases. The Contractor shall also collect other payments to include application fees, alimony only collections, blood test fees, medical support reimbursements, and court costs.

Chart 1 below indicates the actual amount of IV-D payments disbursed for the past five (5) years. This information is provided for historical reference only and is based upon the best information available to the State.

CHART 1 - Baltimore City Actual Disbursed IV-D Collections
FFYs 10/1/04 – 9/30/09

FFY 05	FFY 06	FFY 07	FFY08	FFY 09
\$82,195,393	\$82,695,219	\$83,180,714	\$86,215,838	\$85,222,239

Source: OCSE – 157 Data Report

Chart 2 below indicates the actual amount of IV-D payments the Contractor is required to disburse each FFY.

CHART 2 - Disbursed IV-D Collections Service Levels
FFYs 10/1/10 - 9/30/15

FFY 11	FFY 12	FFY 13	FFY 14	FFY 15
\$86,745,945	\$87,517,984	\$88,296,894	\$89,082,737	\$89,875,573

B. Paternity Establishment

The percentage of cases where paternity is established will be measured using the total number of children in the IV-D Caseload as of the end of each FFY who were Born Out-of-Wedlock with paternity established or acknowledged over the total number of children in the IV-D caseload as of the end of the preceding fiscal year who were born out-of-wedlock.

The count of children shall not include any child who is a dependent by reason of the death of a parent (unless paternity is established for that child). It shall also not include any child whose parent is found to have good cause for refusing to cooperate with the State in establishing paternity, or for whom the State determines it is against the best interest of the child to pursue paternity issues (see 45 CFR § 305.).

C. Support Order Establishment

This measure requires a determination of whether or not there is a support order for each case. These support orders include all types of legally enforceable orders, such as court and administrative. Since the measure is a case count at a point-in-time, modifications to an order do not affect the count (see 45 CFR § 305).

Performance will be measured by identifying the percentage of IV-D cases with support orders during the FFY over the total number of IV-D Cases in Baltimore City caseload during the FFY.

D. Current Collection

This is the percentage of total collections for current support in the BCOCSE IV-D caseload over the total dollars owed for current support in the BCOCSE IV-D caseload (see 45 CFR § 305).

E. Arrearage Collection

This is the percentage of the total number of eligible IV-D cases in Baltimore City paying toward arrears over the total number of IV-D cases in the BCOCSE with arrears due.

This measure includes those cases where all of the past-due support was disbursed to the family, or retained by the State because all the support was assigned to the State. If some of the past-due support was assigned to the State and some was to be disbursed to the family, only those cases where some of the support actually went to the family can be included.

Chart 3 below shows actual performance for items B through E above of the Baltimore City OCSE for FFY 04 through FFY 09. This information is provided for historical purposes only (see 45 CFR § 305).

CHART 3 – Actual performance for BCOCSE for FFY 2004 – FFY 2009

Performance Area	FFY04	FFY05	FFY06	FFY07	FFY08	FFY09
Paternity Establishment	82.33%	77.69%	83.47%	83.38%	83.00%	82.72%
Support Order Establishment	70.03%	69.95%	75.67%	78.15%	76.48%	76.62%
Current Collection	47.42%	49.63%	50.60%	49.32%	50.53%	51.71%
Arrearage Collection	47.40%	50.63%	49.50%	47.97%	48.88%	50.97%

Chart 4 below shows minimum Service Levels required of the Contractor in each performance area for FFY 11 through FFY 15.

CHART 4 – Minimum Service Levels for the performance areas for BCOCSE for FFY 2011 – FFY 2015

Performance Area	FFY11	FFY12	FFY013	FFY014	FFY15
Paternity	83%	83.25%	83.50%	83.75%	84%

Establishment					
Support Order Establishment	77%	77.25%	77.50%	78.75%	80%
Current Collection	51%	51.25%	51.50%	51.75%	52%
Arrearage Collection	51%	51.25%	51.50%	51.75%	52%

3.9 Performance Incentive Goals

For each Contract year that the Contractor meets or exceeds the Performance Incentive Goal shown in the below Chart 1, the Contractor shall be awarded a \$50,000.00 incentive payment for each performance area incentive goal met or exceeded.

CHART 1 - The Contractor's annual FFY Performance Incentive Goals are shown in the following table.

Performance Area	FFY11	FFY12	FFY13	FFY14	FFY15
Paternity Establishment	86%	87%	88%	89%	90%
Support Order Establishment	78%	79%	80%	81%	82%
Current Collection	53%	54%	55%	56%	57%
Arrearage Collection	53%	54%	55%	56%	57%

3.10 Deliverables

*These items or proof of purchase shall be submitted to the State Project Manager.

**This item shall be submitted to the Procurement Officer.

Item	Due Date
**Bond for Loss Due to Employee Dishonesty – Section 2.36	Ten (10) working days after notification of recommendation for Contract Award.
Completed Logon-ID Request Forms	September 15, 2010
*Standard Operating Procedures – Section 3.4.7	Thirty (30) calendar days after notice of Contract award.
Purchase and Installation of Furniture and Equipment – Section 3.5 B	Thirty (30) calendar days after notice of Contract award.
*Quarterly internal audit reports to include any corrective action plans to correct deficiencies to CSEA, Section	Due within sixty (60) days after the end of the report quarter.

3.6A.	
*Initial internal audit, Section 3.6 A	Due five (5) months after the start date of Contract.
*Methodology for conducting Internal Audits	No more than ninety (90) calendar days after the contract start date.
*Response to Monitoring and Audits – Section 3.6	Within thirty (30) calendar days of the request, depending on the nature of the request.
*Format for Monthly Customer Service Report – Section 3.4.4 F	Forty-Five (45) calendar days after notice of Contract award.
*Monthly Customer Service Report – Section 3.4.4 F	Due the 10 th day after the end of the report month.
*Prime Contractor Unpaid MBE Invoice Report – Section 2.30	Fifteen (15) calendar days after the end of the report month in which payments were due.
*MBE Subcontractor Payment Report – Section 2.30	Fifteen (15) calendar days after the end of the report month in which payments were received.
*Corrective Action Plan – Various	Within thirty (30) calendar days from the date of the request from CSEA or as specified by CSEA.
*Transition Out Plan – Section 3.11 B	At one year (365 calendar days) before the end of the Contract’s base period. If the Department exercises one or more of the option periods, the <i>Transition Out Plan</i> will be updated annually at the beginning of each year during all option periods. The Plan shall be updated within sixty (60) days of the start of each year during the option periods.
*Key Staff Resignation/Termination Notification and Recruitment Plan – Section 3.12	Five (5) business days after receipt of key staff person’s resignation letter.
Meet or exceed annual Minimum Service Levels – Section 3.8	At the end of each Federal Fiscal Year.
Enter into leases for the space required – to include security aspects to ensure a safe work environment Section 3.4.8	Within thirty (30) days of Contract start date.
Complete telephone and data line installation. – Section 3.5	Thirty calendar days (30) after notice of Contract award.

*Purchase and Installation of Computer Equipment – Section 3.5 A	Within thirty (30) calendar days of notice of Contract award.
*Furniture and Equipment Inventory – Section 3.5	No later than sixty (60) calendar days of Contract start date.
*Complete Case Corrections to Quality Control Reviews – Section 3.6 B	Within thirty (30) calendar days of receipt of report.

3.11 Transition Services

A. *Transition In*

CSEA expects that the transition from the current Contractor to the new BCOSE team shall last approximately forty-five (45) days from the date of the notice to proceed.

1. Contractor Requirements:

Within fifteen (15) calendar days of the notice to proceed, the Contractor shall submit to the State Project Manager, the *Transition In* Plan. The Plan shall include a specific approach and schedule to transition from the current team to their own and clearly identify the tasks and level of effort. The Plan shall include a clear breakdown of tasks and responsibilities, including those tasks that will be the responsibility of CSEA during the transition. The Plan shall also include a section detailing how work and knowledge transfer activities will be accomplished as well as a similar strategy for testing.

Please Note: All transition pricing is a separate price from any of the prices associated with the child support services, and should include only the associated prices for the purchase of equipment and workstations (cubicles). All price information must be in the Financial Proposal response to this RFP and detailed pricing sheets. **All pricing associated with the *Transition In* shall be defined in the column entitled “Transition In”. No prices shall be amortized across the base period of the Contract or otherwise absorbed in other areas of the Pricing Proposal.**

B. *Transition Out*

During the *Transition Out* period, the Contractor shall be expected to participate fully in all meetings called by the incoming Contractor and/or the

State Project Manager and work cooperatively and proactively with the incoming Contractor to facilitate a smooth and efficient transition of services.

In addition to the knowledge transfer and technical activities involved in transitioning teams, time shall be dedicated to final transition tasks identified by the Department to determine acceptance criteria and ascertain a smooth transition.

1. At one year (365 calendar days) before the end of the Contract's base period, the Contractor shall submit to the State Project Manager, the *Transition Out*. The Plan shall include a specific approach and schedule to transition between the Contractor's team and child support services and the new contractor's team.
2. If the Department exercises one or more of the option periods, the *Transition Out* Plan will be updated annually at the beginning of each year during all option periods. The Plan shall be updated within sixty (60) days of the start of each year during the option periods.
3. The Contractor and the Contractor's *Transition Out* Plan, must also include approaches to the following:
 - Reporting any outstanding Deliverables and/or tasks and time frames for completion.
 - Providing a strategy for ensuring that all required training, and transition information has been transitioned to the State Project Manager.
 - Assuring all electronic data files have been made available on CD in an applicable medium and format to be determined by the State Project Manager at the time of turnover.
 - Providing the new Contractor's staff access to operating systems for training during normal working hours or extended hours as required, including nights, weekends, and holidays.
 - Providing space, desks, reasonable office support (copiers, fax, etc.) for appropriate transition staff of the successor contractor or CSEA staff.
 - Cooperating with CSEA and the successor Contractor and providing requested documentation by the deadlines defined, participate in meetings, complete assigned tasks and behave in a courteous and professional manner at all times in order to effectuate a seamless transition.

The following staff and other resources shall be made available by the Department to assist with the transition thirty (30) days prior to Contract expiration:

- Management, supervisory, and technical (LAN) staff, who are knowledgeable about all functions covered in the Contract.
- Access to operating systems for training during normal working hours (8:00 a.m. until 6:00 p.m.).
- Space, desks, reasonable office support (copiers, etc.) provided for five (5) transition staff of the successor Contractor or the Department at the BCOCSE offices.

3.12 Key Personnel

Key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the technical proposal. Key personnel may not be removed by the Contractor from working under this Contract as described in the RFP or the Contractor's technical proposal without the prior written concurrence of the State Project Manager.

The Contractor's staff shall include at minimum the following positions, hereafter referred to as key personnel:

- Program Manager – The Program Manager is directly responsible for managing all aspects of the child support operations in the BCOCSE and shall serve as the State's point of contact regarding the privatization program. This person shall have at a minimum five (5) years experience in human services, and a minimum of five (5) years supervisory experience of which three (3) years of experience must be in management of operations with thirty (30) or more employees. Possession of a Bachelor's degree preferred.
- Operations Manager (2) – Two (2) Operations Managers are responsible for the day to day management of the Baltimore City office. The Operations Managers shall possess five (5) years of human services experience, of which three (3) must be in child support services. The Managers shall also possess five (5) years of supervisory experience. The five (5) years of supervisory experience may be included in the human services experience.
- Local Area Network (LAN) Administrators (Chief LAN Administrator and Assistant LAN Administrator) – The LAN Administrators are responsible for coordinating with CSEA and OTHS in providing technical support, resolving minor system operations issues and notifying the Help Desk to resolve major issues. The LAN Administrators shall provide training and technical assistance to the Contractor's employees.
- Chief Trainer – The Chief Trainer shall be responsible for the design and delivery of the Contractor's initial and on-going training program in all aspects of child support service delivery. This individual shall possess, at minimum, three (3) years of training experience and three (3) years of experience in child support services. The individual shall also possess knowledge of current child support policy and procedures.

The Contractor shall not divert personnel for the above position(s) to other projects without:

- Notifying the State Project Manager thirty (30) days in advance. For emergencies or unexpected departures, notice shall be given within five (5) days.
- Providing information demonstrating that the proposed replacement candidate(s) possess(es) comparable or greater qualifications and experience.
- Obtaining the State Project Manager's written approval of the replacement candidates.

In the event that any of the personnel in the above positions leave the Contractor's employment, the Contractor shall:

- Notify the State Project Manager and submit within five (5) business days following the Contractor's receipt of the employee's resignation/termination notice a recruitment plan that provides for filling the vacancy within thirty (30) days of the employee's resignation notice and how the position will be covered by existing staff pending the completion of recruitment.
- Provide information demonstrating that the proposed replacement candidate possesses complete comparable or greater qualifications and experience and obtain the State Project Manager's written approval of the replacement candidate.

3.13 Post-Award Orientation Conference

Within one (1) week after Notice to Proceed of the Contract, the State Project Manager, Contractor's Program Manager, and any other CSEA or Contractor staff deemed appropriate shall attend a post-award orientation Conference. The purpose of the post-award orientation conference is to discuss service delivery, invoice processing, monitoring and other contract terms and conditions. The date, time and location of the post-award orientation conference will be indicated to the successful Contractor.

SECTION IV. REQUIREMENTS FOR PROPOSAL PREPARATION

4.1 Two Volume Submission

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

An original, to be so identified and seven (7) copies of both the Technical and Financial Proposal must be received by the Procurement Officer by Monday, June 7, 2010 by 2:00 PM, in order to be considered.

The envelope of each Proposal must be labeled as follows:

- NAME OF OFFEROR
- SEALED PROPOSAL – Department of Human Resources
Privatization of Child Support Services in Baltimore City
- AGENCY CONTROL NUMBER: CSEA/PR/11-001-S
- PROPOSAL DUE DATE & TIME: June 7, 2010, 2:00 PM
- PROCUREMENT OFFICER: Michaeline D, Lehmuth
- ROOM #: 946

4.2 Volume 1 – Technical

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

A. Transmittal Letter

A Transmittal Letter prepared on the Offeror's business stationery shall accompany the Proposal. The purpose of this letter is to transmit the Proposal; therefore, it should be brief. The letter shall contain the title of the solicitation, include the Offeror's name, federal tax identification and address. If the Offeror has registered with *eMaryland Marketplace*, please include your *eMM* registration number. The letter shall be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the Proposal. The letter shall also acknowledge any addenda to the RFP that were received.

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

B. Table of Contents

All pages shall be consecutively numbered and Section headings provided for each subject listed below:

1. Understanding the Problem (see C below)
2. Proposed Services (see D below)
 - Child Support Service Delivery
 - Intake to include staffing the child support first component;
 - Location of noncustodial parents;
 - Establishment of paternity;
 - Establishment of support orders;
 - Enforcement of support orders;
 - Review and adjustment of support orders;
 - Centralized collections;
 - Interstate case processing;

- Customer services components;
 - Developing and implementing communication and interfaces with other agencies; and
 - Developing and implementing internal policy and procedures and maintenance of case documentation.
- Organization Structure and Staffing Other Than Key Personnel
 - Facility Plan
 - Equipment and Software Plan
 - Audits and Self-Assessment
 - Transition Responsibilities
 - Service Level Agreements
3. Offeror Qualifications/References (see E below)
 4. Key Personnel (see F below)
 5. Contracts with the State (see G below)
 6. Financial Responsibility & Stability (see H below)
 7. Economic Benefits to the State of Maryland (see I below)
 8. Additional Information (see J below)
 9. Company Literature (see K below)
 10. Forms (see L below)

C. Understanding the Problem

This section shall contain the Offeror's analysis of the environment in which the proposed work or solution will be implemented. It shall demonstrate the Offeror's understanding of the needs of the families who will benefit from its services in Baltimore City, the nature and purpose of working relationships that must be established with public agencies in order to implement services, challenges likely to be faced in delivering the required child support services in Baltimore City, and factors that must be taken into consideration.

D. Proposed Service

This section shall contain a definitive description of the Offeror's proposed plan to achieve the objectives of this RFP. This section shall be prepared in the same sequence as the Specifications (Section III) of this RFP. The proposal shall include a description of the work plan and deliverables that clearly show how the Offeror will fulfill the procurement objectives. The Offeror shall describe how the proposed services or product will satisfy the stated requirements or conditions. Any special equipment requirements or approaches shall also be explained in this section. The proposal, in addition to addressing the scope of services and objectives, shall at minimum address the following:

1. **Child Support Service Delivery**

The Contractor shall describe in detail their strategies and methodologies for providing the services contained in Section 3.4. The plan should focus on specific outcomes as customers move through each service component. The service components include:

- Intake to include staffing the child support first component;
- Location of noncustodial parents;
- Establishment of paternity;
- Establishment of support orders;
- Enforcement of support orders;
- Review and adjustment of support orders;
- Centralized collections;
- Interstate case processing;
- Customer services components;
- Developing and implementing communication and interfaces with other agencies; and
- Developing and implementing internal policy and procedures and maintenance of case documentation.

2. **Organization Structure and Staffing Other Than Key Personnel**

The Offeror shall describe under this section the structure of the organization that will be providing services under this Contract. The description should identify the labor categories other than key personnel within the Offeror's planned structure, plans for recruiting and hiring vacant positions, and the anticipated number of employees in each position. If applicable, differentiate between the transition organization structure and the final organization structure.

Also, describe the organization structure of any subcontractors who are responsible for delivering any child support services described under Section 3.4.7, the reporting relationship to the Offeror and procedures the Offeror will use to ensure that services are delivered in accord with the requirements of the Contract.

This section shall also include the Contractor's plan for minimizing the use of temporary staffing and minimizing staff turnover.

3. **Facility Plan**

This section shall contain the Offeror's description of the facilities that the Offeror will use to provide the services required under this solicitation. The description shall detail how the Offeror will meet all

facility requirements, to include provision of telephone and data lines and a detailed description of the telephone system, delineated in Sections 3.4.4 and 3.5 A. In addition, the addresses and floor plan layouts of the sites shall be included.

4. **Equipment and Software Plan**

This section shall contain the Offeror's description of all equipment, to include PC workstations and printers for access to the Department's statewide automated system, and any technology enhancements it will make available to facilitate the quality and efficiency of services described in Section 3.5. The description shall include how the Offeror plans to comply with the requirements under Sections 3.4 for interface with the Department's Office of Technology for Human Services (OTHS).

Currently, the BCOCSE utilizes an imaging solution to manage the documents for all child support cases for the entire city. The solution utilizes some proprietary technologies, combined with OnBase. The Offeror shall respond to this RFP with clear approaches to providing a scanning solution and/or utilizing the existing technology to assure continuity of operations within BCOCSE.

5. **Audits and Self-Assessment**

This section shall include the Offeror's procedures for establishing and maintaining Internal Audit procedures and responding to CSEA's Privatization Project Monitoring Unit's self-assessment, monitoring and audit findings.

6. **Transition Responsibilities**

The Offeror shall clearly outline the approach to *Transition In* activities. The approach shall describe the Offeror's strategy to successfully accomplish a seamless transition between the incumbent Contractor's team and its team by October 1, 2010.

The Offeror's response to this RFP shall clearly outline the approach to *Transition Out* activities. *Transition Out* activities apply to the end of the initial contract period. The Offeror's response shall describe the strategy to successfully accomplish a seamless transition between the Contractor's team and child support services and the new contractor's team.

E. Offeror Qualifications/References

1. A description of the Offeror's qualifications shall clearly show the following:

- Details of its background, size and resources as well as details of experience relevant to the proposed project.
- Qualifications and credentials of the company in terms of proven experience through similar projects successfully completed.
- Scope of the project, extent of responsibility, and length and time on each described project.
- Its experience managing operations of the size and complexity described in this RFP. Experience managing child support enforcement operations is desirable.
- Provide an organization chart displaying the overall business structure and an organization chart that displays the proposed project structure.

2. References

The Offeror shall provide a minimum of three (3) reference letters from the past three (3) years that indicate the Offeror's capabilities and experience in managing a large, complex operation. Reference letters can be sent directly to the Procurement Officer from the reference source, or submitted by the reference source directly to the Offeror in a separately sealed envelope for inclusion with the Offeror's Proposal. Reference letters should include the solicitation number, Offeror's name and speak to the Offeror's qualifications, character, service provided, performance (when performance occurred, dollar value, whether contract requirements were met on time and in budget, were contract goals met), etc.

References from the Child Support Community are preferred, but may not include employees of CSEA or the Department.

The State shall have the right to contact any reference of its choosing as part of the evaluation process, including references not provided by the Offeror but otherwise known by the Department. The State will notify the Offeror of any references contacted who were not identified by the Offeror.

Note: If reference letters are sent directly to the Procurement Officer, the Offeror should request simultaneous submission of the reference letter to the Offeror to ensure the reference source responded.

F. Key Personnel

This section shall include job descriptions and individual resumes for the Key Personnel described in Section 3.12 who are to be assigned to this project if the Offeror is awarded the Contract. Indicate the role or assignment that each individual is to have in this project.

(Note: Any professional licenses, certificates, etc. required of Key Personnel shall be included here.)

G. Contracts with the State

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

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

Information obtained regarding the Offeror's level of performance on State Contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

H. Financial Responsibility and Stability

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

- Audited financial statements (for Offeror only) for the past three (3) years;
- Dunn and Bradstreet report and rating;
- Line of Credit; or
- Evidence of adequate working capital.

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

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

I. Economic Benefit to the State of Maryland

Each Proposal submitted in response to this Solicitation shall describe the benefits that will accrue to the Maryland economy as a direct result of the Offeror's performance of the Contract resulting from this solicitation. **DO NOT INCLUDE ANY DETAIL OF THE FINANCIAL PROPOSAL WITH THIS TECHNICAL INFORMATION. DO NOT INCLUDE ACTUAL DOLLAR AMOUNTS, USE PERCENTAGES ONLY.** Economic benefits include:

- a. The estimated percentage of Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers, and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- b. The estimated numbers and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification, and the aggregate payroll percentage to which the Contractor has committed at both prime and, if applicable, subcontract levels.
- c. The estimated percentage of Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate tax category (sales tax, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total percentage of tax revenues resulting from the Contract.
- d. The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.
- e. The Offeror shall explain any other economic benefits to the State of Maryland that would result from the Offeror's Proposal.

J. Additional Information

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

K. Company Literature:

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

L. Forms

1. Bid/Proposal Affidavit – **Attachment B**
2. MDOT Certified MBE Utilization and Fair Solicitation Affidavit – **Attachment G**
3. Certification Regarding Lobbying - **Attachment O**
4. Living Wage: Affidavit of Agreement – **Attachment P**

4.3 Volume II - Financial

The Financial Proposal shall contain all price information for all services and products proposed as provided on **Attachment A. Pricing data shall not be presented in any portion of the Technical Proposal.**

The Offeror shall follow these instructions in completing the pricing sheets:

- a. The Offeror will provide an annual fixed collection percentage per contract year for all services described in **Attachment A**.
- b. The Offeror must complete the pricing matrices specified for the base three (3) years and the two (2) one-year option periods.
- c. The pricing matrices contain prices for all of the services, tasks, and obligations to be performed by the Contractor for the Department. The prices shall be fully burdened and include all direct and indirect costs, including equipment, software, taxes, labor, out-of-pocket and other applicable expenses.
- d. *Transition In* services should be priced as a one-time cost.

- e. *Transition Out* costs should be calculated in Year 3. If the Department elects to exercise the first option and extend the Contract for an additional one (1) year period, then the *Transition Out* occurs in the first option period. If the Department elects to exercise the second option and extend the Contract for another one (1) year period, then the *Transition Out* occurs in the second option period.

SECTION V. EVALUATION PROCEDURES

5.1 Evaluation Committee

All Offerors' Proposals received by the closing deadline will be evaluated by an Evaluation Committee established by the requesting State organization. The Committee may request additional technical assistance from any source.

5.2 Reciprocal Preferences

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

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement Contracts, many other States do grant their resident businesses preferences over Maryland Contractors as described in COMAR 21.05.01.04. A resident business preference will be given if a responsible Offeror whose principal office or principal base of operations is in another State submits the most advantageous offer, and the State in which the non-resident's principal operations through which it would provide the goods or services, gives a preference to its residents through law, policy, or practice, and the preference does not conflict with a Federal law or grant affecting the procurement Contract. Where such a resident business preference is provided, the preference shall be the same as that provided by the State in which the nonresident business is located.

A nonresident Offeror submitting a Proposal for a State project shall attach to the Proposal a copy of any current statute, resolution, policy, procedure or executive order of the Offeror's resident State that pertains to that State's treatment of

nonresident Offerors.

5.3 Qualifying Proposals

Qualifying Proposals are those Proposals received from responsible Offerors that are initially classified by the Procurement Officer as reasonably susceptible of being selected for award. Vendors whose technical Proposals are not accepted will be notified in writing and the Financial Proposal will be returned unopened.

5.4 Technical Evaluation

The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without prior discussions or negotiations. The Evaluation Committee will rank the Proposals according to the criteria established in Section 5.5. No price data should be provided in the Technical Proposal. During this technical evaluation phase, the Procurement Officer reserves the right to enter into discussions with vendors. If discussions are held, all Offerors who are initially classified as reasonably susceptible of being selected for award, or potentially so, will be given an equal opportunity for discussion.

Those Proposals determined at any time to be not reasonably susceptible of being selected for award or Offerors determined to be not responsible will be dropped from further consideration in the awarding of the Contract.

A. RESPONSIBILITY

General

1. The procurement regulations in Title 21 of the Code of Maryland Regulations (COMAR) define a “responsible” Offeror as one “...who has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability which shall assure good faith performance.”
2. COMAR, Title 21, also requires that the Procurement Officer determine before awarding a Contract to an Offeror whether the Offeror is responsible. The determination of responsibility is based on the subjective judgment of the Procurement Officer about whether the Offeror meets the definition of a “responsible” Offeror.
3. In addition, the unreasonable failure of an Offeror to supply information promptly in connection with the determination of responsibility shall be grounds for a determination that the Offeror is not responsible.

B. DISCUSSIONS

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

5.5 Criteria for Technical Evaluation

The criteria that will be used by the Committee for the technical evaluation of the Proposals for this specific procurement are listed below in descending order of importance. Technical Proposals will be ranked according to the following criteria:

Criteria

A. Work Plan for Proposed Services

The completeness and adequacy of the Offeror's plans and proposed innovative service delivery processes for performing the following activities:

1. Continuum of child support services
2. Customer services
3. Initiatives for interface and collaboration with other child support service delivery agencies and partners in the delivery of programs and services
4. Internal policy and procedures and case documentation
5. Organization structure and staff (except for Key Personnel)
6. Initiatives for achieving performance standards (Section 3.8)
7. Progress reporting/deliverables

B. Offeror's Qualifications

The Offeror's qualifications will be evaluated based on:

1. Experience and special skills or resources that enhance its ability to meet project goals
2. Experience in operating public programs, ability to meet desired schedule and quality of deliverables
3. Experience in work force transition

4. Financial soundness

C. Key Personnel

Assess the relevant experience and education of key personnel. Under this criteria the Offeror's Program Manager and other Key staff for ongoing project management and operations, and transition implementation will be evaluated.

D. Facilities

The extent to which the Offeror's proposed facilities plans, furniture, equipment, information technology and telecommunications plans will contribute to the quality and efficiency of service and to the attainment of Contract goals.

The cost of any construction and/or remodeling that might be necessary to meet the requirements of this Contract will be borne by the Contractor.

E. Transition Plans

The extent to which the Offeror's transition plans will contribute to a smooth transfer of operations during Contract implementation and Contract termination.

F. Quality Assurance, Assessment, and Audits Plan

The extent to which the Offeror's plan for responding to CSEA's quality assurance, self-assessment, monitoring and audit reviews will ensure effective and efficient actions to resolve deficiencies.

G. Economic Benefits to the State

The extent of the Offeror's effort to recycle dollars, create jobs, generate tax revenues, and provide subcontract dollars and other benefits for the State.

Evaluation Criteria

- A. **Work Plan for Proposed Services – Section 5.5 A**
- B. **Offeror Qualifications – Section 5.5 B**
- C. **Key Personnel – Section 5.5 C**
- D. **Facilities – Section 5.5 D**
- E. **Transition Plans – Section 5.5 E**
- F. **Quality Assurance, Assessment and Audits Plan – Section 5.5 F**
- G. **Economic Benefit to the State – Section 5.5 G**

5.6 Financial Evaluation

The separate price volume of each qualifying Proposal will be distributed to the Evaluation Committee for all Proposals deemed reasonably susceptible of being selected for award following the completion of the technical evaluation. The Committee will review the fixed commission rates and pricing model for the base period and each option year of each Proposal in order to establish a financial ranking of the Proposals, from lowest to highest price. **Attachment A** – Pricing Proposal.

5.7 Best and Final Offers

When it is deemed in the best interest of the State, the Procurement Officer may permit qualified Offerors to revise their initial Financial Proposal by submitting a Best and Final Offer. The Procurement Officer shall notify each qualified Offeror of the scope of the requested Best and Final Offer, and shall establish a date and time for their submission. The Procurement Officer may require more than one series of Best and Final Offers and discussions if the agency head or designee makes a determination that it is in the State's best interest to do so. If more than one Best and Final Offer is requested, an Offeror's immediate previous offer shall be construed as its best and final offer unless the Offeror submits a timely notice of withdrawal or another Best and Final Offer. The Procurement Officer may consult with and seek the recommendation of the Evaluation Committee during the Best and Final Offer process.

The State reserves the right to award the Contract without issuing a BAFO if it is determined to be in the best interest of the State.

5.8 Debriefing of Unsuccessful Offerors

Unsuccessful Offerors shall be debriefed upon their written request, provided the request is made within a reasonable period of time after receiving notice of not being recommended for award from the procurement officer. Requests for debriefings shall be honored by the Department at the earliest feasible time after the request is received. Debriefings shall be held in accordance with COMAR 21.05.03.06.

5.9 Final Evaluation and Recommendation for Award

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the Contract to the responsible Offeror whose Proposal is determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors will be given more weight than financial factors.

Contract award, if any, resulting from the RFP is subject to appropriate State approvals. Awards exceeding \$200,000 require approval of the State Board of Public Works.

SECTION VI. APPENDICES

Attachment A	Pricing Proposal (completed by Offeror and returned as Financial Proposal)
Attachment B	Bid/Proposal Affidavit (complete and submit with Offer)
Attachment C	Contract Affidavit (to be completed by successful Offeror only, upon notification of selection within five (5) business days)
Attachment D	Services Contract (sample only) (must be submitted within ten (10) working days after notification of apparent award)
Attachment E	Electronic Funds Transfer Form (form COT/GAD X-10) (mandatory for all Contracts expected to exceed \$200,000 - includes base + options years – <u>if a new registrant</u> submits to the Comptroller’s Office upon notification of selection for award)
Attachment F	MBE Exhibit for Solicitations
Attachment G	MDOT Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with offer)
Attachment H	Outreach Efforts Compliance Statement (must be submitted within ten (10) working days after notification of apparent award)
Attachment I	Subcontractor Project Participation Certification (must be submitted with Outreach Efforts Compliance Statement)
Attachment J	MBE Waiver Request Form (must be submitted within ten (10) working days after notification of apparent award, if applicable)
Attachment K	MBE Unavailability Certificate (must be submitted within ten (10) working days after notification of apparent award, if applicable)
Attachment L	Prime Contractor Unpaid MBE Invoice Report (Deliverable)
Attachment M	Subcontractor Payment Report (Deliverable)
Attachment N	Quarterly MBE Compliance Report (Deliverable)
Attachment O	Certification Regarding Lobbying (mandatory for procurements where Federal funds are used totaling \$25,000 or more). (submitted with Offer)
Attachment P	Living Wage Requirements for Services Contracts and Affidavit of Agreement (Affidavit of Agreement submitted with Offer)
Attachment Q	Hiring Agreement (submitted within ten (10) working days after notification of apparent award)
Attachment R	Certification Regarding Safeguarding Information: DLLR (must be submitted within ten (10) working days after notification of apparent award)
Attachment S	IRS Employee Awareness & Confidentiality Form (must be submitted within ten (10) working days after notification of apparent award)
Exhibit 1	State Holidays and Scheduled Closings
Exhibit 2	PC Configuration Standards
Exhibit 3	DHR Information Systems Security Handbook
Exhibit 4	CIS 2010 Production Operations Schedule
Exhibit 5	Quality Control Review
Exhibit 6	State Furnished Furniture/Equipment Inventory