**STATE OF MAINE**

**Department of Labor**

*Paid Family Medical Leave Program*



**RFP# 202403062**

**PFML Contribution Collection Online Portal**

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| **RFP Coordinator** | *All communication regarding the RFP must be made through the RFP Coordinator identified below*.  **Name:** Sarah Brydon **Title:** PFML Program Manager  **Contact Information:** [Sarah.Brydon@maine.gov](mailto:Sarah.Brydon@maine.gov) |
| **Submitted Questions Due** | *All questions must be received by the RFP Coordinator identified above by:*  **Date:** 4/17/2024, no later than 11:59 p.m., local time |
| **Proposal Submission** | *Proposals must be received by the Division of Procurement Services by:*  **Submission Deadline:** 4/30/2024 no later than 11:59 p.m., local time.  *Proposals must be submitted electronically to the following address:*  **Electronic (e-mail) Submission Address:** [Proposals@maine.gov](mailto:Proposals@maine.gov) |

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PUBLIC NOTICE

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**State of Maine**

**Department of Labor**

**RFP# 202403062**

**PFML Contribution Collection Online Portal**

The State of Maine is seeking proposals for an online portal through which employers and elected coverage individuals can provide necessary wage reports and remit contribution payments to the State.

A copy of the RFP, as well as the Question & Answer Summary and all amendments related to the RFP, can be obtained at: <https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps>

Proposals must be submitted to the State of Maine Division of Procurement Services, via e-mail, at: [Proposals@maine.gov](mailto:Proposals@maine.gov). Proposal submissions must be received no later than 11:59 p.m., local time, on 4/30/2024. Proposals will be opened the following business day. Proposals not submitted to the Division of Procurement Services’ aforementioned e-mail address by the aforementioned deadline will not be considered for contract award.

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**RFP TERMS/ACRONYMS with DEFINITIONS**

The following terms and acronyms, as referenced in the RFP, shall have the meanings indicated below:

|  |  |
| --- | --- |
| **Term/Acronym** | **Definition** |
| **Confidentiality** | Preserving authorized restrictions on information access and disclosure, including means for protecting confidential or sensitive information. A loss of confidentiality is the unauthorized disclosure of information. |
| **Data Classification** | The process of risk assessment of data. See **Appendix D** for the Data Classification process (see also “PII Confidentiality Impact Level”). |
| **Elected Coverage Individuals** | Self-employed individuals or tribal government members who opt into paying contributions for Paid Family Medical Leave program coverage. |
| **PII (Personally Identifiable Information)** | Data that is maintained by an agency that could potentially identify a specific individual and needs to be protected in accordance with state and/or federal law, including (1) any information that can be used to distinguish or trace an individual‘s identity, such as name, social security number, date and place of birth, mother‘s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. |
| **PII Confidentiality Impact Level** | The PII confidentiality impact level—low, moderate, or high—indicates the potential harm that could result to the subject individuals and/or the organization if PII were inappropriately accessed, used, or disclosed. (NIST SP 800-122). See **Appendix D**. PII is evaluated to determine its confidentiality impact levels, so that appropriate safeguards can be applied to the PII. |
| **State** | State of Maine |
| **State Data** | Any information originating with the State, regardless of form or medium of disclosure (e.g., verbal, observed, hard copy, or electronic) or source of information. It includes any information concerning the State’s information technology infrastructure, systems and software and procedures; and information originating with the State in the course of using and configuring the Services provided under the contract. It includes any sensitive information held by the State that may be protected from disclosure pursuant to a federal or state statutory or regulatory scheme intended to protect that information, or pursuant to an order, resolution or determination of a court or administrative board or other administrative body. |
| **Department** | Department of Labor |
| **RFP** | Request for Proposal |
| **State** | State of Maine |
| **PFML** | Paid Family Medical Leave |
| **Program** | Paid Family Medical Leave Program |

**State of Maine - Department of Labor**

*Paid Family Medical Leave Program*

**RFP# 202403062**

**PFML Contribution Collection Online Portal**

**PART I INTRODUCTION**

1. **Purpose and Background**

In 2023, the State of Maine became the 13th state in the United States to adopt a Paid Family and Medical Leave Program (PFML). This program will have a transformative impact on Maine’s workforce and economy affecting over 50,000 employers and over 600,000 workers in the State of Maine.  The program will be administered through the Maine Department of Labor, Paid Family Medical Leave Program.  Starting January 1, 2025 employers will start withholding contributions of up to 1% of the wages for each employee, and remit payments on a quarterly basis to the State for the PFML fund.  Employers will have the opportunity to seek exemptions from contributions if they provide a “substantially equivalent” private insurance plan, as approved by the Department of Labor.  Self-employed individuals and tribal governments will have the choice to opt into contributions to provide benefits coverage.

The Department needs a solution that: 1) Enables the Department to identify and track all eligible employers, private-plan exempted employers, qualified elected coverage individuals, and the employee contributions, wage reports, and pertinent data around contributions; 2) Enables employers, payroll processors and third party administrators to provide the Department with detailed information about the covered employees, including wage and contribution level data; 3) Enables employers, payroll processors and third party administrators to securely remit employee contributions to the Department in compliance with all applicable standards; and 4) Has the capacity/flexibility to easily integrate with the future claim administration, benefit payment and education and outreach solutions (all of which also need to be established and will be procured separately in the coming months).

The Department is seeking a vendor to create an online portal through which employers and elected coverage individuals can provide necessary wage reports and remit contribution payments to the State as defined in this Request for Proposal (RFP) document.  This document provides instructions for submitting proposals, the procedure and criteria by which the awarded Bidder will be selected, and the contractual terms which will govern the relationship between the State of Maine (State) and the awarded bidder.

1. **General Provisions**
   1. From the time the RFP is issued until award notification is made, all contact with the State regarding the RFP must be made through the RFP Coordinator. No other person/ State employee is empowered to make binding statements regarding the RFP. Violation of this provision may lead to disqualification from the bidding process, at the State’s discretion.
   2. Issuance of the RFP does not commit the Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to the RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
   3. All proposals must adhere to the instructions and format requirements outlined in the RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by the Department. Proposals are to follow the format and respond to all questions and instructions specified below in the “Proposal Submission Requirements” section of the RFP.
   4. Bidders will take careful note that in evaluating a proposal submitted in response to the RFP, the Department will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal Departmental information of previous contract history with the Bidder (if any). The Department also reserves the right to consider other reliable references and publicly available information in evaluating a Bidder’s experience and capabilities.
   5. The proposal must be signed by a person authorized to legally bind the Bidder and must contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.
   6. The RFP and the awarded Bidder’s proposal, including all appendices or attachments, will be the basis for the final contract, as determined by the Department.
   7. Following announcement of an award decision, all submissions in response to this RFP will be public records, available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) ([1 M.R.S. § 401](http://www.mainelegislature.org/legis/statutes/1/title1sec401.html) et seq.).
   8. The Department, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to the RFP.
   9. All applicable laws, whether or not herein contained, are included by this reference. It is the Bidder’s responsibility to determine the applicability and requirements of any such laws and to abide by them.
2. **Contract Term**

The Department is seeking a cost-efficient proposal to provide services, as defined in the RFP, for the anticipated contract period defined in the table below. Please note, the dates below are estimated and may be adjusted, as necessary, in order to comply with all procedural requirements associated with the RFP and the contracting process. The actual contract start date will be established by a completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Department may opt to renew the contract for two renewal periods, as shown in the table below, and subject to continued availability of funding and satisfactory performance.

The term of the anticipated contract, resulting from the RFP, is defined as follows:

|  |  |  |
| --- | --- | --- |
| **Period** | **Start Date** | **End Date** |
| Initial Period of Performance | 7/1/2024 | 6/30/2028 |
| Renewal Period #1 | 7/1/2028 | 6/30/2032 |
| Renewal Period #2 | 7/1/2032 | 6/30/2034 |

1. **Number of Awards**

The Department anticipates making one (1) award as a result of the RFP process.

**PART II SCOPE OF SERVICES TO BE PROVIDED**

1. **Online Portal**
   1. Vendor will create an online portal through which employers and elected coverage individuals can:
      1. Submit required wage reports on specified schedule quarterly.
      2. Remit contributions on specified schedule quarterly.
      3. Allow for the option of advanced contribution remittance through scheduled payroll deductions/payments from employers (weekly, bi-weekly, monthly).
      4. Register with the Department and provide required documents established in rule to qualify for a private plan exemption to providing contributions.
      5. Allow eligible elected coverage individuals and tribal governments to register, submit wage reports, and remit contributions.
      6. Allow self-elected individuals and tribal governments to withdraw coverage under conditions specified in rule and upload documentation to support withdrawal.
      7. Allow for the integration of educational resources explaining the PFML program, the purpose of contributions, etc.
      8. The Office of Information Technology (OIT) has launched an initiative for a centralized Enterprise Constituents Portal for citizens, businesses, and nonprofits. Once the Portal is fully operational, all existing externally facing applications are expected to consume external authentication and identity proofing from the Enterprise Portal, which includes both employers and elected coverage individuals. This means that any product proposed by the awarded Bidder must conform to modern open standards for Authentication (such as, OpenID 2.0, OAuth 2.0, SAML 2.0, etc.). However, this item does *not* have a direct bearing upon the Cost Proposal of this RFP. Downstream of the Portal being operational, the awarded Bidder is expected to perform an impact assessment and follow the change management process in this agreement for any additional effort and/or costs.

1. **Contributions Collections**
   1. The awarded Bidder will collect payments through electronic transfer of funds from employers and elected coverage individuals and transfer funds to the State Treasury account established for the PFML program.
   2. The awarded Bidder will make contributions immediately and directly into an established State Treasury account and will not hold funds in a separate account.
   3. The awarded Bidder will not deduct payments from contribution amounts – all funds need to be directly transferred to the Treasury account immediately.
   4. All transactions will be recorded and made in accordance with statute and appropriate accounting principles.
   5. The system should check that remittance payments are for the correct amount in accordance with rule, and flag issues during the entering of information into the system to prompt correction from the users of the portal.
   6. The system will also flag issues of over-payments, underpayments, and delinquent employers and select-elected individuals in the back-end system to be addressed by Department processes.
   7. If possible, the solution should provide for a method of cash deposits of contributions from Maine cannabis industry without access to standard bank accounts.

1. **Back-end system**
   1. A system will be created for the Department for Program staff to view registered employers, exempted employers, delinquent employers, elected coverage individuals (self-employed and tribal governments), wage report information, contribution amounts, and potential overpayment/underpayment amounts.
   2. The system will allow for informational data analytic reports to be run for number of employers, number of elected individuals, contribution amounts, delinquency amounts, overpayment amounts, etc.
   3. The system will include the ability for the State to mark registered employers as exempt or non-exempt based on status changes with private plans.
   4. The system will include the ability for the State to mark elected coverage individuals as covered or not covered based on missed contributions in accordance with rule.
   5. The system will include the ability for the State to enter data for employers and elected coverage individuals on behalf of an employer or elected coverage individuals when that action is deemed necessary at the discretion of the State.  This might include mailed checks or cash deposits (from Maine cannabis industry).
   6. The system will include the ability for the State to make status notes on registered employers and elected coverage individuals for tracking purposes.
   7. The system will include the flexibility to integrate this contributions system with future and yet unknown eligibility case processing systems, state wage information systems, state employer data systems, state revenue systems, and other systems, within state government or outside of state government.
   8. Consistent with the above – the ability to enter information on State required administrative appeal outcomes for private plan exemption denials, challenges around coverage status, and eligibility outcomes of individual applicants once benefits commence.
2. **Transparency**
   1. The awarded Bidder will have the capability to research the users’ needs and problems, incorporates feedback from the customer, designs for the future, delivers functionalities rapidly and iterates to incorporate lessons and feedback.
   2. The system will allow for the collection and sorting of detailed employer and employee contribution data to verify statutory compliance, facilitate certain reporting requirements defined by the statute and to allow the Department to evaluate payment history and sufficiency.
   3. The system will have the capacity to generate reports on all relevant data sets, allowing the Department to use the system to track contributions by employer and their employees, monitor employer contribution compliance, distinguish between approved employers with voluntary private plans and non-compliance employers, flag errors or problems with contributions or third party vendors, and track trends in contributions by employer, sector, and other types to be further defined in the Scope of Work.
3. **Efficiency of Operations**
   1. To the extent possible, the system will leverage data and systems in other Maine State agencies to shorten the implementation timeline and reduce replication of processes and systems that may exist in the state agency system.
   2. The awarded Bidder will begin work immediately upon contract award and have the capacity and expertise to meet all deliverables and the January 1, 2025 implementation date.
   3. The awarded Bidder will deliver the initial solution with the ability to flexibly adapt to future changes via configuration rather than customization to limit future costs and risks and deliver most overall value.
   4. The system will leverage cloud-based, enterprise-grade solutions, platforms and services that have widespread adoption, scale easily, and are cost-effective to acquire, implement, and maintain.
4. **User Experience**
   1. The system will provide for ease of use for employers, elected coverage individuals, payroll processers, third party administrators, and staff at the Department and other state agencies with whom the Department will partner to facilitate fund contributions and private plan exemptions.
   2. The system will provide for easy connectivity and integration with third party vendors, particularly larger payroll and benefit companies who may remit payment to the fund on behalf of larger employers.
   3. The awarded Bidder will create an understandable and intuitive design for users, and provides a strategy for effective end user training.
   4. The awarded Bidder will provide multiple customer service avenues including phone and email support, and preferably online chat assistance for issues related to the portal and submissions.

1. **Quality of Work**
   1. The awarded Bidder will utilize a strategy or methodology to demonstrate a collaborative work style with customers and end users.

**PART III KEY RFP EVENTS**

1. **Questions**
   1. **General Instructions:** It is the responsibility of all Bidders and other interested parties to examine the entire RFP and to seek clarification, in writing, if they do not understand any information or instructions.
      1. Bidders and other interested parties should use **Appendix H** (Submitted Questions Form) for submission of questions. The form is to be submitted as a WORD document.
      2. The Submitted Questions Form must be submitted, by e-mail, and received by the RFP Coordinator, identified on the cover page of the RFP, as soon as possible but no later than the date and time specified on the RFP cover page.
      3. Submitted Questions must include the RFP Number and Title in the subject line of the e-mail. The Department assumes no liability for assuring accurate/complete/on time e-mail transmission and receipt.
   2. **Question & Answer Summary:** Responses to all questions will be compiled in writing and posted on the following website no later than seven (7) calendar days prior to the proposal due date: [Division of Procurement Services RFP Page](https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps). It is the responsibility of all interested parties to go to this website to obtain a copy of the Question & Answer Summary. Only those answers issued in writing on this website will be considered binding.
2. **Amendments**

All amendments released in regard to the RFP will also be posted on the following website: [Division of Procurement Services RFP Page](https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps). It is the responsibility of all interested parties to go to this website to obtain amendments. Only those amendments posted on this website are considered binding.

1. **Submitting the Proposal**
   1. **Proposals Due:** Proposals must be received no later than 11:59 p.m. local time, on the date listed on the cover page of the RFP. E-mails containing original proposal submissions, or any additional or revised proposal files, received after the 11:59 p.m. deadline will be rejected without exception.
   2. **Delivery Instructions:** E-mail proposal submissions are to be submitted to the State of Maine Division of Procurement Services at [Proposals@maine.gov](mailto:Proposals@maine.gov).
      1. Only proposal submissions received by e-mail will be considered. The Department assumes no liability for assuring accurate/complete e-mail transmission and receipt.
         1. Proposal submission e-mails that are successfully received by the [proposals@maine.gov](mailto:proposals@maine.gov) inbox will receive an automatic reply stating as such.
      2. E-mails containing links to file sharing sites or online file repositories will not be accepted as submissions. Only e-mail proposal submissions that have the actual requested files attached will be accepted.
      3. Encrypted e-mails received which require opening attachments and logging into a proprietary system will not be accepted as submissions. Please check with your organization’s Information Technology team to ensure that your security settings will not encrypt your proposal submission.
      4. File size limits are 25MB per e-mail. Bidders may submit files separately across multiple e-mails, as necessary, due to file size concerns. All e-mails and files must be received by the due date and time listed above.
      5. Bidders are to insert the following into the subject line of their e-mail proposal submission: **“RFP# 202403062 Proposal Submission – [Bidder’s Name]”**
      6. Bidder’s proposal submissions are to be broken down into multiple files, with each file named as it is titled in bold below, and include:

* **File 1 [Bidder’s Name] – Preliminary Information:**

*PDF format preferred*

**Appendix A** (Proposal Cover Page)

**Appendix B** (Debarment, Performance and Non-Collusion Certification)

* **File 2 [Bidder’s Name] – Organization Qualifications and Experience:**

*PDF format preferred*

**Appendix C** (Organization Qualifications and Experience Form) and all required information and attachments stated in PART IV, Section II.

* **File 3 [Bidder’s Name] – Proposed Services and Technical Assessment:**

*PDF format preferred*

All required information and attachments stated in PART IV, Section III, including **Appendix D** (Technical Assessment Form).

* **File 4 [Bidder’s Name] – Cost Proposal:**

*Excel format preferred*

**Appendix E** (Cost Proposal Form) and all required information and attachments stated in PART IV, Section IV.

**PART IV PROPOSAL SUBMISSION REQUIREMENTS**

This section contains instructions for Bidders to use in preparing their proposals. The Department seeks detailed yet succinct responses that demonstrate the Bidder’s qualifications, experience, and ability to perform the requirements specified throughout the RFP.

The Bidder’s proposal must follow the outline used below, including the numbering, section, and sub-section headings. Failure to use the outline specified in PART IV, or failure to respond to all questions and instructions throughout the RFP, may result in the proposal being disqualified as non-responsive or receiving a reduced score. The Department, and its evaluation team, has sole discretion to determine whether a variance from the RFP specifications will result either in disqualification or reduction in scoring of a proposal. Rephrasing of the content provided in the RFP will, at best, be considered minimally responsive.

Bidders are not to provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Additional materials not requested will not be considered part of the proposal and will not be evaluated. Include any forms provided in the submission package or reproduce those forms as closely as possible. All information must be presented in the same order and format as described in the RFP.

**Proposal Format and Contents**

**Section I Preliminary Information** (File #1)

* 1. **Proposal Cover Page**

Bidders must complete **Appendix A** (Proposal Cover Page). It is critical that the cover page show the specific information requested, including Bidder address(es) and other details listed. The Proposal Cover Page must be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

* 1. **Debarment, Performance and Non-Collusion Certification**

Bidders must complete **Appendix B** (Debarment, Performance and Non-Collusion Certification Form). The Debarment, Performance and Non-Collusion Certification Form must be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

**Section II Organization Qualifications and Experience** (File #2)

* 1. **Overview of the Organization**

Bidders must complete **Appendix C** (Qualifications and Experience Form) describing their qualifications and skills to provide the requested services in the RFP. Bidders must include three examples of projects which demonstrate their experience and expertise in performing these services as well as highlighting the Bidder’s stated qualifications and skills.

* 1. **Subcontractors**

If subcontractors are to be used, Bidders must provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors’ organizational capacity and qualifications.

* 1. **Organizational Chart**

Bidders must provide an organizational chart.  The organizational chart must include the project being proposed.  Each position must be identified by position title and corresponding to the personnel job descriptions.

* 1. **Litigation**

Bidders must attach a list of all current litigation in which the Bidder is named and a list of all closed cases that have closed within the past five (5) years in which the Bidder paid the claimant either as part of a settlement or by decree.  For each, list the entity bringing suit, the complaint, the accusation, amount, and outcome.

* 1. **Financial Viability**

Bidders must provide the following information for each of the past three tax years:

* + 1. Balance Sheets
    2. Income (Profit/Loss) Statements

*And*

Bidders must provide a current copy of their Dun & Bradstreet Business Information Report Snapshot.

* 1. **Licensure/Certification**

Bidders may provide documentation of any applicable licensure/certification or specific credentials that are related to providing the proposed services of the RFP.

* 1. **Certificate of Insurance**

Bidders must provide a certificate of insurance on a standard ACORD form (or the equivalent) evidencing the Bidder’s general liability, professional liability and any other relevant liability insurance policies that might be associated with the proposed services.

**Section III Proposed Services** (File #3)

* 1. **Services to be Provided**

Discuss the Scope of Services referenced above in Part II of the RFP and what the Bidder will offer in response to each requirement. Give particular attention to describing the methods and resources you will use and how you will accomplish the tasks involved. Also, describe how you will ensure expectations and/or desired outcomes as a result of these services will be achieved. If subcontractors are involved, clearly identify the work each will perform.

* 1. **Implementation - Work Plan**

Provide a realistic work plan for the implementation of the program through the first contract period. Display the work plan in a timeline chart. Concisely describe each program development and implementation task, the month it will be carried out and the person or position responsible for each task. If applicable, make note of all tasks to be delegated to subcontractors.

The implementation plan must include adequate testing prior to go-live to identify and remediate bugs, security gaps, performance challenges and other potential impediments to a successful launch.

* 1. **Technical Assessment**

Bidder must complete **Appendix D** (Technical Assessment Form) describe the Bidder’s capability to meet the stated requirements and policies identified.

**Section IV** **Cost Proposal** (File #4)

* 1. **General Instructions**
     1. Bidders must submit a cost proposal that covers the period starting 7/1/2024 and ending on 6/30/2034.
     2. The cost proposal must include the costs necessary for the Bidder to fully comply with the contract terms, conditions, and RFP requirements.
     3. No costs related to the preparation of the proposal for the RFP, or to the negotiation of the contract with the Department, may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.
  2. **Cost Proposal Form Instructions**

Bidders must fill out **Appendix E** (Cost Proposal Form), following the instructions detailed here and in the form. Failure to provide the requested information, and to follow the required cost proposal format provided, may result in the exclusion of the proposal from consideration, at the discretion of the Department.

**PART V PROPOSAL EVALUATION AND SELECTION**

Evaluation of the submitted proposals will be accomplished as follows:

1. **Evaluation Process - General Information**
   1. An evaluation team, composed of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP.
   2. Officials responsible for making decisions on the award selection will ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal provides the best value to the State of Maine.
   3. The Department reserves the right to communicate and/or schedule interviews/presentations with Bidders, if needed, to obtain clarification of information contained in the proposals received. The Department may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations. Changes to proposals, including updating or adding information, will not be permitted during any interview/presentation process and, therefore, Bidders must submit proposals that present their rates and other requested information as clearly and completely as possible.
2. **Scoring Weights and Process**
   1. **Scoring Weights:** The score will be based on a 100-point scale and will measure the degree to which each proposal meets the following criteria.

**Section I. Preliminary Information (No Points)**

Includes all elements addressed above in Part IV, Section I.

**Section II. Organization Qualifications and Experience (35 points)**

Includes all elements addressed above in Part IV, Section III.

**Section III. Proposed Services and Technical Assessment (40 points)**

Includes all elements addressed above in Part IV, Section IV.

**Section IV. Cost Proposal (25 points)**

Includes all elements addressed above in Part IV, Section V.

* 1. **Scoring Process:** For proposals that demonstrate meeting the eligibility requirements in Section I, the evaluation team will use a consensus approach to evaluate and score Sections II & III above. Members of the evaluation team will not score those sections individually but, instead, will arrive at a consensus as to assignment of points for each of those sections. Sections IV, the Cost Proposal, will be scored as described below.
  2. **Scoring the Cost Proposal:** The total cost proposed for conducting all the functions specified in the RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded 25 points. Proposals with higher bids values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

(Lowest submitted cost proposal / Cost of proposal being scored) x 25 = pro-rated score

No Best and Final Offers: The State of Maine will not seek or accept a best and final offer (BAFO) from any Bidder in this procurement process.  All Bidders are expected to provide their best value pricing with the submission of their proposal.

* 1. **Negotiations:** The Department reserves the right to negotiate with the awarded Bidder to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the Department’s Request for Proposal to an extent that may affect the price of goods or services requested. The Department reserves the right to terminate contract negotiations with an awarded Bidder who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.

1. **Selection and Award**
   1. The final decision regarding the award of the contract will be made by representatives of the Department subject to approval by the State Procurement Review Committee.
   2. Notification of conditional award selection or non-selection will be made in writing by the Department.
   3. Issuance of the RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to the RFP, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.
   4. The Department reserves the right to reject any and all proposals or to make multiple awards.
2. **Appeal of Contract Awards**

Any person aggrieved by the award decision that results from the RFP may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in [5 M.R.S.A. § 1825-E](http://www.mainelegislature.org/legis/statutes/5/title5sec1825-E.html) and [18-554 Code of Maine Rules Chapter 120](https://www.maine.gov/dafs/bbm/procurementservices/policies-procedures/chapter-120).  The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of conditional contract award.

**PART VI CONTRACT ADMINISTRATION AND CONDITIONS**

1. **Contract Document**
   1. The awarded Bidder will be required to execute a [IT Service Contract (IT-SC)](https://www.maine.gov/dafs/bbm/procurementservices/sites/maine.gov.dafs.bbm.procurementservices/files/inline-files/IT%20Service%20Contract%20%28IT-SC%29%20Template_1.12.24_0.pdf) with appropriate riders as determined by the issuing department. Bidders shall carefully review the IT-SC and make note of any *proposed* exceptions utilizing **Appendix F** (IT-SC Exception Form).

*All exceptions will be negotiated between the awarded Bidder(s) and the State. The State will not accept any proposed exceptions as part of this RFP process. The State is not obligated to accept, negotiate, or compromise of any proposed exceptions.*

The complete set of standard State of Maine Service Contract documents, along with other forms and contract documents commonly used by the State, may be found on the Division of Procurement Services’ website at the following link: [Division of Procurement Services Forms Page](https://www.maine.gov/dafs/bbm/procurementservices/forms)

* 1. Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the State Procurement Review Committee. Contracts are not considered fully executed and valid until approved by the State Procurement Review Committee and funds are encumbered. No contract will be approved based on an RFP which has an effective date less than fourteen (14) calendar days after award notification to Bidders. (Referenced in the regulations of the Department of Administrative and Financial Services, [Chapter 110, § 3(B)(i)](https://www.maine.gov/dafs/bbm/procurementservices/policies-procedures/chapter-110).)

This provision means that a contract cannot be effective until at least 14 calendar days after award notification.

* 1. The State recognizes that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract negotiation, and preparation and approval by the State Procurement Review Committee. Any appeals to the Department’s award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date listed in the RFP may need to be adjusted, if necessary, to comply with mandated requirements.
  2. In providing services and performing under the contract, the awarded Bidder must act as an independent contractor and not as an agent of the State of Maine.

1. **Standard State Contract Provisions**
   1. Contract Administration

Following the award, a Contract Administrator from the Department will be appointed to assist with the development and administration of the contract and to act as administrator during the entire contract period. Department staff will be available after the award to consult with the awarded Bidder in the finalization of the contract.

* 1. Payments and Other Provisions

The State anticipates paying the Contractor on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from the RFP.

**PART VII LIST OF RFP APPENDICES AND RELATED DOCUMENTS**

**Appendix A** – Proposal Cover Page

**Appendix B** – Debarment, Performance, and Non-Collusion Certification

**Appendix C** – Qualifications and Experience Form

**Appendix D** –Technical Assessment Form

**Appendix E** – Cost Proposal Form

**Appendix F** – Non-Disclosure Agreement Template

**Appendix G** – Submitted Questions Form

**APPENDIX A**

**State of Maine**

**Department of Labor**

**PROPOSAL COVER PAGE**

**RFP# 202403062**

**PFML Contribution Collection Online Portal**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Bidder’s Organization Name:** | |  | | | |
| **Chief Executive – Name/Title:** | |  | | | |
| **Tel:** |  | | | **E-mail:** |  |
| **Headquarters Street Address:** | |  | | | |
| **Headquarters City/State/Zip:** | |  | | | |
| ***(Provide information requested below if different from above)*** | | | | | |
| **Lead Point of Contact for Proposal – Name/Title:** | | |  | | |
| **Tel:** |  | | | **E-mail:** |  |
| **Headquarters Street Address:** | |  | | | |
| **Headquarters City/State/Zip:** | |  | | | |

* This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
* No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder’s proposal.
* No attempt has been made, or will be made, by the Bidder to induce any other person or firm to submit or not to submit a proposal.
* The above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract.
* The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

*To the best of my knowledge, all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

|  |  |
| --- | --- |
| **Name (Print):** | **Title:** |
| **Authorized Signature:** | **Date:** |

**APPENDIX B**

**State of Maine**

**Department of Labor**

**DEBARMENT, PERFORMANCE, and NON-COLLUSION CERTIFICATION**

**RFP# 202403062**

**PFML Contribution Collection Online Portal**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:*

1. *Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
2. *Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
   1. *Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or contract.*
   2. *Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.*
3. *Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification.*
4. *Have not within a three (3) year period preceding this proposal had one or more federal, state, or local government transactions terminated for cause or default*.
5. *Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

|  |  |
| --- | --- |
| **Name (Print):** | **Title:** |
| **Authorized Signature:** | **Date:** |

**APPENDIX C**

**State of Maine**

**Department of Labor**

## QUALIFICATIONS and EXPERIENCE FORM

**RFP# 202403062**

**PFML Contribution Collection Online Portal**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |

|  |
| --- |
| **Present a brief statement of qualifications. Describe the history of the Bidder’s organization, especially regarding number of years’ experience in contribution and collection systems, solutions, strategies, and implementation for states or large municipalities (for example tax, unemployment or disability insurance systems, PFML programs in other states, solutions, etc.).**  **You may expand this form and use additional pages to provide this information.** |
|  |

**APPENDIX C (continued)**

|  |
| --- |
| **Provide a description of projects that occurred within the past five years which reflect experience and expertise needed in performing the functions described in the “Scope of Services” portion of the RFP. For each of the project examples provided, a contact person from the client organization involved should be listed, along with that person’s telephone number and e-mail address. Please note that contract history with the State of Maine, whether positive or negative, may be considered in rating proposals even if not provided by the Bidder.**  *If the Bidder has not provided similar services, note this, and describe experience with projects that highlight the Bidder’s general capabilities.* |

|  |  |
| --- | --- |
| **Project One** | |
| **Client Name:** |  |
| **Client Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Brief Description of Project** | |
|  | |

|  |  |
| --- | --- |
| **Project Two** | |
| **Client Name:** |  |
| **Client Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Brief Description of Project** | |
|  | |

**APPENDIX C (continued)**

|  |  |
| --- | --- |
| **Project Three** | |
| **Client Name:** |  |
| **Client Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Brief Description of Project** | |
|  | |

**APPENDIX D**

**State of Maine**

**Department of Labor**

**TECHNICAL ASSESSMENT FORM**

**RFP# 202403062**

**PFML Contribution Collection Online Portal**

The Technical Assessment Form can be obtained by double-clicking the Excel (.xlsx) icon below.

****

**APPENDIX E**

**State of Maine**

**Department of Labor**

**COST PROPOSAL FORM**

**RFP# 202403062**

**PFML Contribution Collection Online Portal**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |
| **Proposed Cost:** | **$** |

Bidders must use the form embedded below to complete the cost proposal. The Total Proposed Cost will be used in the scoring formula as defined in Part V, B, 3 of the RFP.

The form may be obtained by double clicking on the icon below.



**APPENDIX F**

**State of Maine**

**Department of Labor**

**NON-DISCLOSURE AGREEMENT TEMPLATE**

**RFP# 202403062**

**PFML Contribution Collection Online Portal**

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**RFP / CONTRACT #:**

**THIS AGREEMENT** is hereby executed between the State of Maine (“State”), acting by and through the Maine Office of Information Technology (“OIT”) and [insert Vendor’s legal name] having a principal place of business at [insert Vendor’s legal address] (“Vendor”), in relation to services and/or products to be provided by the vendor pursuant to [insert Contract No.] (“Contract”) as of \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 20\_\_\_\_(“Effective Date”).

**1. Definitions**

A. Authorized Person

“Authorized Person” is defined as a person authorized by OIT as having a need to receive, possess, store, access, view and/or use Confidential Information for an Authorized Use.

B. Authorized Use

“Authorized Use” is defined as the use of Confidential Information by the Vendor or Authorized Persons, solely for the purpose of performing the Contract. Disclosure, display, use, duplication, storage or transmittal of Confidential Information, in any form, for any purpose other than that set forth in the Contract, including extrapolation or retention of summary information, data or business processes, even if without specific identifiers, shall be deemed an “unauthorized use.”

C. Confidential Information

“Confidential Information” shall mean any information that OIT or the State, regardless of form or medium of disclosure (e.g., verbal, observed, hard copy, or electronic) or source of information (e.g., OIT, other state agencies, state employees, electronic systems, or third-party contractors) provides to Vendor, or which Vendor obtains, discovers, derives or otherwise becomes aware of as a result of Vendor’s performance of the Contract. It includes any sensitive information that may be protected from disclosure pursuant to a federal or state statutory or regulatory scheme intended to protect that information, or pursuant to an order, resolution or determination of a court or administrative board or other administrative body. In addition, information concerning OIT’s information technology infrastructure, systems and software and procedures will be considered Confidential Information. It also includes a Vendor’s Service Organization Control audit report (SOC 2 Type 2) when submitted upon request to OIT and labeled as confidential.

Confidential Information shall not include information which the Vendor can clearly demonstrate to OIT’s reasonable satisfaction is:

(a) information that is previously rightfully known to the Vendor on a non-confidential basis without restriction on disclosure;

(b) information that is or becomes, from no act or failure to act on the part of the Vendor, generally known in the relevant industry or in the public domain; and

(c) information that is independently developed by Vendor without the use of Confidential Information.

At all times the State shall be the owner of any and all Confidential Information.

D. Services

“Services” is defined as the services to be performed by the Vendor in connection with the operation or management of the Contract.

E. Vendor

“Vendor” is defined to include the Vendor and the Vendor’s respective employees, agents and subcontractors assigned by Vendor and approved by the State to perform obligations under the Contract (all of the foregoing collectively referred to as “Representatives”).

**2. Duty to Protect Confidential Information; Reporting Requirements**

In consideration for the ability to perform the Services, the Vendor shall hold all Confidential Information in confidence and protect that Confidential Information with the same standard of care required to keep its own similar information confidential. The Vendor must abide by all commercially reasonable administrative, physical, and technical standards for maintaining this information confidential, which must be in accordance with standards established by the National Institute of Standards and Technology (“NIST”). In addition, the Vendor must safeguard all Confidential Information from unauthorized access, loss, theft, destruction, and the like. The Vendor may not, without prior consent from OIT, disclose any Confidential Information to any person for any reason at any time; provided, however it is understood that the Vendor may disclose Confidential Information to its Representatives and its business, financial and legal advisors who require the Confidential Information for the purpose of evaluating or performing the Services on the condition that, prior to such disclosure, the Representatives and advisers have been advised of the confidential and non-public nature of the Confidential Information and are subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Agreement. The Vendor shall be responsible for any breach of this Agreement by any of the Vendor’s Representatives or advisors.

The Vendor shall promptly report any activities by any individual or entity that the Vendor suspects may compromise the availability, integrity, security, or privacy of any Confidential Information. The Vendor shall notify OIT immediately upon becoming aware that Confidential Information is in the possession of, or has been disclosed to, an unauthorized person or entity.

**3. Discovery and Notification of Breach of Confidential Information**

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of a breach of security or suspected security incident, intrusion, unauthorized use or disclosure involving Confidential Information, the Vendor shall notify OIT by telephone call (207-624-7700) and email to the OIT information security team ([Security.Infrastructure@maine.gov](mailto:Security.Infrastructure@maine.gov)) within the following timeframes:

A. Upon the discovery of a breach of security or suspected security incident involving Confidential Information in electronic, or any other medium if the information was, or is reasonably believed to have been, acquired by an unauthorized person; or

B. Within twenty-four (24) hours of the discovery of any suspected security incident, intrusion, unauthorized use or disclosure of Confidential Information in violation of this Agreement, or potential loss of Confidential Information affecting this Agreement.

Notification shall also be provided to the OIT Contract Manager and the OIT Information Security Officer. The Vendor shall provide a written report of all information known at the time. The Vendor shall take:

A. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

B. Any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

**4. Written Report**

In addition to the report required above, the Vendor shall provide a written report of the investigation to the OIT Chief Information Security Officer within ten (10) working days of the discovery of the breach of security or suspected security incident, or unauthorized use or disclosure involving Confidential Information. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

**5. Notification to individuals.**

The Vendor shall notify individuals of the breach or unauthorized use or disclosure of Confidential Information when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. Any notification provided must first be approved by the OIT Chief Information Security Officer, who shall approve the time, manner and content of any such notifications prior to their release.

**6. Use Restriction**

Vendor shall not receive, possess, store, access, view and/or use Confidential Information for any purpose other than an Authorized Use. Vendor shall not permit unauthorized persons or entities to gain access to Confidential Information and shall not divulge methods of accessing Confidential Information to unauthorized persons.

**7. Security Obligations**

The Vendor agrees to comply with the following security obligations as well as any other such obligations specified in the contract, including requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, or conveyed to him/her during the course of the Agreement. The Vendor agrees to comply with the following security obligations:

A. Implement administrative, physical and technical safeguards in accordance with NIST standards that reasonably and appropriately protect the confidentiality, integrity and availability of any Confidential Information that is created, received, maintained, used, possessed, stored, accessed, viewed and/or transmitted on behalf of OIT or through OIT or any agency, instrumentality or political subdivision of the State of Maine Government;

B. Unless otherwise authorized by OIT, Confidential Information may NOT be stored on personal (non-State) computing or other electronic or mobile storage devices or taken or removed in any form from OIT or the State;

C. Vendor shall comply with all applicable federal and state laws governing confidentiality and/or privacy of information;

D. Vendor shall comply with all applicable OIT policies and procedures including but not limited to those that provide for accessing, protecting, and preserving State assets;

E. Access to any and all Confidential Information will be limited to only those authorized persons who need the Information to perform the services required under the Contract;

F. Obtain fingerprint-based criminal history record checks for all Vendor's employees, agents and subcontractors when requested by OIT pursuant to federal and state statutory and regulatory directives, at the expense of the Vendor;

G. Vendor shall instruct all personnel having access to Confidential Information about the confidential nature of the Information, the safeguards required to protect the Information, and the sanctions specified in federal and state law for unauthorized disclosure of said Information; and

H. Vendor shall use only those access rights granted by OIT.

**8. Certification by Vendor of Return of Confidential Information, Electronic Information and Tangible Property**

Promptly following the written request of OIT, and immediately upon termination of the Services, the Vendor shall return all Confidential Information stored in any format to OIT, or destroy any Confidential Information that Vendor possesses in a format that cannot be returned. Further, Vendor agrees to submit to OIT on Vendor’s letterhead a “CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION, ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY” certifying that all copies of Confidential Information, electronic property and tangible property belonging to the State or OIT have been returned, or if necessary, destroyed using the form provided in Appendix A.

**9. Termination**

Vendor’s Authorized Use of Confidential Information shall terminate automatically upon: (a) breach of this Agreement as determined solely by OIT, (b) completion or termination of Vendor’s Services, or, (c) termination of Vendor’s Contract, whichever occurs first. Vendor’s indemnification, confidentiality, and related assurances and obligations hereunder shall survive termination of the Agreement.

**10. Compliance**

If Vendor breaches or threatens to breach this Agreement, the State shall have all equitable and legal rights (including the right to obtain injunctive relief and specific performance) to prevent such breach and/or to be fully compensated (including litigation costs and reasonable attorney’s fees) for losses or damages resulting from such breach. Vendor acknowledges that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the Confidential Information. Vendor shall hold OIT harmless from, and indemnify OIT for any claims, losses, expenses and/or damages arising out of the unauthorized disclosure by the Vendor, its Representatives, or third party partners, of Confidential Information or other unauthorized use of the Confidential Information, including but not limited to, paying the State any costs of enforcing this Agreement, securing appropriate corrective action, returning Information furnished hereunder, as well as any other costs reasonably incurred by the State in enforcing the terms of this Agreement.

**11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. The place of this Agreement, its situs and forum, shall be Kennebec County, Maine, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Agreement, to the jurisdiction of the courts of the State of Maine, and stipulates that the State Courts in Kennebec County shall be the proper venue for all matters. If any provision of the Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the other provisions shall remain in full force and effect.

**12. Entire Agreement**

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives effective as of the Effective Date set forth above.

|  |  |  |  |
| --- | --- | --- | --- |
| **[Name of Vendor]:** | | **State of Maine /Office of Information Technology:** | |
| By: |  | By: |  |
| Printed: |  | Printed: |  |
| Title: |  | Title: |  |
| Date: |  | Date: |  |

**APPENDIX G**

**State of Maine**

**Department of Labor**

**SUBMITTED QUESTIONS FORM**

**RFP# 202403062**

**PFML Contribution Collection Online Portal**

|  |  |
| --- | --- |
| **Organization Name:** |  |

|  |  |
| --- | --- |
| **RFP Section & Page Number** | **Question** |
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*\* If a question is not related to any section of the RFP, state “N/A” under “RFP Section & Page Number”.*

*\*\* Add additional rows, if necessary.*